

Exhibit A



REQUEST FOR BIDS

RFB # 25-51-C

OLD TOWN LEWISVILLE GATEWAY MONUMENT

Bids due by Monday, February 17, 2025

Issued on January 25, 2025

SPECIFICATIONS
RFB #25-51-C
Old Town Lewisville Gateway Monument

The City of Lewisville is accepting competitive sealed bids to construct a gateway monument welcoming visitors and residents to the Old Town area of Lewisville.

GENERAL PROVISIONS

- **The contractor is to submit with their bid all additional documents that require a signature that are allocated within these specifications. These documents can be found in the Files section of Bonfire, listed as “Required Documents”. Pricing should be submitted separately from all other documents.**
- Before work begins, a pre-construction meeting will be arranged wherein the contractor and representative(s) of the City will discuss procedures for the work to be completed.
- The contractor is responsible for supplying all equipment, labor, material, and supervision, as required for successfully completing services.
- The contractor shall designate a full-time superintendent who shall be always on the job site when work is being performed. The City’s representative will communicate only with the superintendent. The contractor may replace the designated superintendent after written notification to the City.
- The contractor hereby agrees to commence work within ten (10) working days of receipt of notice to proceed and complete the service within a reasonable amount of time after receipt of the notice to proceed, subject to extensions of time as provided by general and special conditions.
- The City will be responsible for notifying the public of the agreed upon start date and scope of work at least seventy-two (72) hours prior to the start of work.
- The contractor will provide a list of names and twenty-four (24) hour emergency phone numbers for all key personnel related to the project.
- The City may request a replacement of the designated superintendent after written notification to the contractor.
- Work hours shall be limited to the period between 7:00 A.M. and 5:00 P.M., Monday through Friday. The contractor will curtail any operation defined in an Ozone Action Day, issued by TCEQ. No work will be allowed on Saturdays without a written request to, and approval from, the City at least forty-eight (48) hours in advance. No work will be allowed on Sundays or holidays (listed below). Night work will not be allowed without a written request to, and approval from, the City at least forty-eight (48) hours in advance.

New Years Day
Martin Luther King's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day

- The City of Lewisville Scope of Work, in combination with Federal and State Americans with Disabilities Act (ADA) Design Standards, shall govern all work performed in the City of Lewisville. If a conflict arises, the inspector in charge of the project shall determine which specifications will be used. The contractor's field supervisor shall be required to obtain a copy of both, at the contractor's expense.
- A pay request may be submitted for payment of completed work. This pay request shall be itemized to reflect the completed quantities per bid item. A measurement of completed quantities will be conducted prior to the submittal of each pay request. The contractor's field supervisor and the City's representative shall conduct this measurement.
- Only items in the bid are pay items. All costs in connection with the proper and successful completion of work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plans, equipment, and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum prices bid. All work not specifically set forth as a pay item shall be considered a subsidiary obligation of the contractor, and all costs in connection therewith shall be included in the prices bid.
- The City may terminate the contract if the contractor consistently fails to perform the work in accordance with the contract documents including, but not limited to, failure to supply sufficient skilled workers, suitable materials, equipment, or otherwise violates in any substantial way any provisions of the contract documents. The City may, after giving the contractor seven (7) days written notice and to the extent permitted by law and regulations, terminate the services of the contractor from the site and take possession of the work.

Environmental Requirements

- Contractor shall follow all TECQ requirements and guidelines.

SCOPE OF WORK

Refer to the Specifications and Plans. All documents can be found in the Files section of Bonfire.

PROJECT LOCATIONS

All project locations will be within the city limits of the City of Lewisville, Texas.

INSURANCE AND BONDS

Insurance and bonds shall be supplied by the awarded contractor within ten (10) days of notification of award, as detailed in the Insurance Requirements and the Bond Requirements and Retainage documents. Insurance and bonds must be approved by the City prior to the commencement of work and shall remain in effect throughout the entire duration of this project.

STORMWATER MANAGEMENT PLAN

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), and the City of Lewisville has endeavored to reduce and improve stormwater quality per the direction of the Texas Commission of Environmental Quality (TCEQ). The City of Lewisville has developed a Stormwater Management Plan. By signing this contract vendors accept to follow this Plan. Follow this link for a copy of the Stormwater Management Plan:

<https://www.cityoflewisville.com/about-us/city-departments/public-services/storm-water>

TERMINATION OF CONTRACT

Should the Contractor, in the opinion of the City, fail to faithfully comply with the intent of the Contract as executed or render an unsatisfactory performance of the work pertinent to the contract, this Contract may be promptly terminated, in whole or in part, by the City with seven (7) days written notice. In such event, nothing contained herein shall be construed or interpreted as to prevent the City from immediately entering another contract with another contractor for an unabated continuance of this service. Monies owed to the Contractor for services rendered to the date of termination shall not constitute a prolonging of the contract.

REQUEST FOR BIDS

Bids are to be submitted based on the specifications contained herein.

The preparation of response to this RFB will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responders for any expense incurred in the preparation response to this request.

The City reserves the right to reject any and all responses, to consider alternatives, to waive any formalities and irregularities, and to re-solicit this RFB. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from responders, or allow corrections of errors or omissions.

The RFB will be available to interested parties at <https://cityoflewisville.bonfirehub.com/portal>

or may be picked up in person at the Purchasing office.

Bids may be uploaded to Bonfire or sealed RFBs, one (1) original and one (1) PDF copy on a flash drive may be delivered to the City of Lewisville Purchasing Division office at the address below, in a sealed envelope or box, clearly marked:

RFB: 25-51-C
Old Town Lewisville Gateway Monument

Delivery address:
City of Lewisville
Finance Administration - Purchasing Division
Attn: Janine Carpenter, Senior Buyer
151 W. Church Street
Lewisville, TX 75057

All questions pertaining to this bid must be submitted in writing via Bonfire. No verbal clarification will be given.

No telephone, email, or fax bids will be accepted. Bids may be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. or uploaded to Bonfire. The City is not responsible for missing, lost, or late delivery. Any RFB responses received after the time set for opening will be returned to the proposer unopened.

Specifications, RFB bid forms, and instructions to bidders are attached hereto. The preparation of the bid will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responding proposers for any expense incurred in the preparation of bids in response to this request.

Alternate bids will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

Each proposer shall guarantee and honor its response to these specifications for a period of one-hundred and twenty (120) days, or until the City enters a contract with one of the proposers, whichever occurs first.

All forms requiring either a signature or requested information are to be returned with your bid. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for bid through reference herein.

An evaluation committee consisting of representatives from City departments will review bids. Upon review of the bids, the City may wish to interview proposers for clarification purposes at a time convenient, yet appropriate, for all parties.

The information contained herein is believed to be accurate and up to date but is not intended to be an expressed or implied warranty.

The City of Lewisville reserves the right to retain all bids submitted. Submission of a bid indicates the firm's acceptance of the conditions contained in this request for bids, unless clearly and specifically noted in the bid submitted and confirmed in the contract between the City of Lewisville and the vendor selected.

The City reserves the right to reject any and all bids, to consider alternatives, to waive any formalities and irregularities, and to re-solicit bids. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from proposers, or allow corrections of errors or omissions.

All parties submitting bids are expected to comply with federal, state, and local laws and regulations relative to the preparation of bids and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), as well as with federal and state confidentiality laws. All bids that are submitted will be presumed to be in compliance with all applicable laws.

MISCELLANEOUS

All forms requiring either a signature or information to be filled in **must** be returned with your bid. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for bid through reference herein.



City of Lewisville Bid No. 25-51-C

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

THE CONSTRUCTION OF

Old Town Lewisville Gateway Monument

Bid Designation: Public

PREPARED BY:

City of Lewisville
1197 West Main Street
Lewisville, Texas 75067
(972) 219-3749
Project Contact: Randy Simon

Kimley-Horn and Associates, Inc.
(Project Management and Site Development)
2600 North Central Expressway
Suite 400
Richardson, Texas 75080
(972) 776-1783
Project Contact: Mark Bowers, PLA, AICP

December 30, 2024

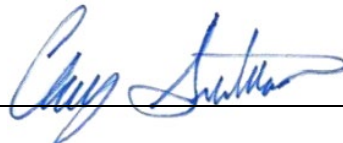
DO NOT DISASSEMBLE

The Engineer's seal and signature applies to all specifications, details, and other engineering work herein not specifically selected by sealed and signature below:

The Engineer's seal and signature applies to all specifications, details, and other engineering work herein for the following Bid Items:

- Structural
- NCTCOG Bid Item 303.2.9 Steel Reinforcement
- NCTCOG Bid Item 702 Concrete Structures
- NCTCOG Bid Item 702.8 Drilled Shaft Foundations
- NCTCOG Bid Item 703 Steel Structures
- NCTCOG Bid Item 806 Metal Materials




Signature: 
Date: 12 / 30 / 2024

The Architect's seal and signature applies to all specifications, details, and other work herein for the following Bid Item Schedules:

- General & Hardscape
- NCTCOG Bid Item 201.2 Determining Location and Protection of Existing Structures and Utilities
- NCTCOG Bid Item 201.3. Maintenance of Streets and Rights of Way



Signature: 
Date: 12 / 30 / 2024

The Engineer's seal and signature applies to all specifications, details, and other engineering work herein for the following Bid Item Schedules:

Electrical & Illumination

NCTCOG Bid Item 805 Electrical Components and Conduit



Signature: Carlye Lide

Date: 12 / 30 / 2024

The Engineer's seal and signature applies to all specifications, details, and other engineering work herein for the following Bid Item Schedules:

Geotechnical Report



Signature: [Handwritten Signature]

Date: 12 / 30 / 2024

OTL GATEWAY MONUMENT - 100% OPINION OF PROBABLE CONSTRUCTION COST

Construction Documents



Date: 12.30.2024

OTL GATEWAY MONUMENT						
SITE WORK						
ITEM	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	NOTES
General Conditions	Mobilization, bonding, permitting, insurance, erosion control, etc	1.00	LS	\$ 14,500.00	\$ 14,500	
Barricading and Traffic Control		1.00	LS	\$ 7,500.00	\$ 7,500	
Project Sign		1.00	EA	\$ 1,400.00	\$ 1,400	
Remove Concrete (Sawcut)	Approximately 14" Depth	42	LF	\$ 15.50	\$ 651	
Remove Concrete (Median)	Approximately 14" Depth	12	SY	\$ 45.00	\$ 540	
Concrete Washout		1	EA	\$ 2,200.00	\$ 2,000	
SUBTOTAL					\$ 26,591	
HARDSCAPE - PAVING						
ITEM	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	NOTES
Concrete Paving (Median) - 6" Thick	Standard Gray, broom finish, and base	10	SY	\$ 95.00	\$ 950	
SUBTOTAL					\$ 950	
GATEWAY MONUMENT COLUMN AESTHETICS						
ITEM	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	NOTES
Clay Brick Masonry		236	SF	\$ 35.00	\$ 8,260	
Cast Stone Masonry		95	SF	\$ 45.00	\$ 4,275	
SUBTOTAL					\$ 12,535	
GATEWAY MONUMENT STRUCTURAL						
ITEM	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	NOTES
48" DRILLED SHAFT	48" CONCRETE DRILLED SHAFT	39	LF	\$ 700.00	\$ 27,300	TXDOT BID ITEM 416-6006
PILE CAP	4.5' x 4.5' x 3.0' CONCRETE PILE CAP	2.50	CY	\$ 1,500.00	\$ 3,750	TXDOT BID ITEM 420-7022
GATEWAY MONUMENT	METAL FABRICATION, FINISH, TEXAS STAR (2) AND TEXAS (2) PLAQUES, AND INSTALL	1	LS	\$ 126,800.00	\$ 126,800	
SUBTOTAL					\$ 157,850	
GATEWAY MONUMENT ILLUMINATION & ELECTRICAL						
ITEM	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST	NOTES
CONDT (PVC) (SCH 40) (1")		155	LF	\$ 17.00	\$ 2,635	
CONDT (PVC) (SCH 40) (2")		85	LF	\$ 24.00	\$ 2,040	
CONDT (PVC) (SCH 40) (2") (BORE)		40	LF	\$ 40.00	\$ 1,600	
ELEC CONDR (NO.10) INSULATED		160	LF	\$ 2.50	\$ 400	
ELEC CONDR (NO.6) BARE		135	LF	\$ 2.60	\$ 351	
ELEC CONDR (NO.6) INSULATED		830	LF	\$ 2.90	\$ 2,407	
GROUND BOX TY A (122311)W/APRON		2	EA	\$ 1,800.00	\$ 3,600	
GROUND BOX TY D (162322)		1	EA	\$ 1,900.00	\$ 1,900	
EL SR TY D 120/240 100(NS) AL(E) PS (U)		1	EA	\$ 10,000.00	\$ 10,000	
CORE LNT-65 & LFO-60 RGBW LED LIGHTS AND SYSTEM		1	LS	\$ 7,000.00	\$ 7,000	
NEON LIGHTING		2	EA	\$ 35,000.00	\$ 70,000	
SUBTOTAL					\$ 101,933	
SUMMARY OF CONSTRUCTION COSTS					299,859.00	
5% Contingency					\$ 14,993	
					\$ -	
OTL GATEWAY MONUMENT TOTAL					314,851.95	

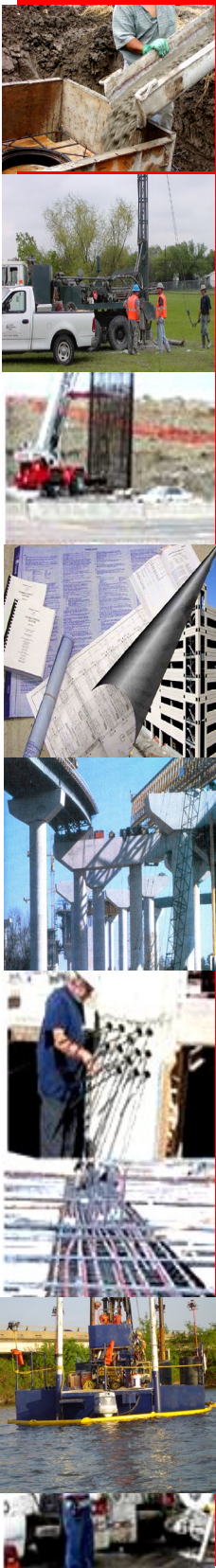
NOTE: . Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

OTL - GATEWAY MONUMENT

2024.12.30

2025

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Work Week Beginning	6 13 20 27	3 10 17 24	3 10 17 24 31	7 14 21 28	5 12 19 26	2 9 16 23 30	7 14 21 28	4 11 18 25	1 8 15 22 29	
ANTICIPATED CONSTRUCTION GANTT CHART										
Advertise/Bidding	[Bar from Jan 6 to Feb 3]									
Council/Award	[Bar from Feb 3 to Feb 24]									
Preconstruction Meeting	[Bar from Feb 24 to Mar 3]									
Submittals	[Bar from Mar 10 to Mar 24]									
Shop Drawings	[Bar from Mar 24 to Apr 7]									
Permitting/Traffic Control Plans	[Bar from Apr 7 to Apr 21]									
Gateway Monument Fabrication	[Bar from Apr 21 to May 12]									
Mobilization	[Bar from May 12 to Jun 2]									
SWPPP/Demolition	[Bar from Jun 2 to Jun 16]									
Site Work	[Bar from Jun 16 to Jun 30]									
Electrical Underground	[Bar from Jul 14 to Jul 28]									
Gateway Monument Installation	[Bar from Jul 28 to Aug 11]									
Substantial Completion	[Bar from Aug 11 to Aug 25]									
Final Punch List	[Bar from Aug 25 to Sep 8]									
Final Completion	[Bar from Sep 8 to Sep 22]									



GEOTECHNICAL INVESTIGATION

**OLD TOWN LEWISVILLE GATEWAY
LEWISVILLE, TEXAS**

AGG REPORT: DE24-121

OCTOBER 24, 2024

PREPARED FOR:

***KIMLEY-HORN
RICHARDSON, TEXAS***

PRESENTED BY:



**Geotechnical Engineering – Construction Services – Construction Materials Engineering Testing
3228 Halifax Street - Dallas, TX 75247 Ph. 972.444.8889 FX. 972.444.8893**



CONSTRUCTION MATERIALS ENGINEERING & TESTING
GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES
FORENSIC STUDIES

October 24, 2024

Mr. Ignacio Mejia
Kimley-Horn
2600 N. Central Expressway, Suite 400
Richardson, Texas 75080

Phone: 972-770-1362
Cell: 806-662-9911
Email: Ignacio.Mejia@Kimley-Horn.com

Re: Geotechnical Investigation
Proposed Old Town Lewisville Gateway
Lewisville, Texas
AGG Project No. DE24-121

Dear Mr. Mejia:

Please find enclosed our report summarizing the results of the geotechnical investigation performed at the above-referenced project. We trust the recommendations derived from this investigation will provide you with the information necessary to complete your proposed project successfully.

For your future construction materials testing and related quality control requirements, it is recommended that the work be performed by Alliance Geotechnical Group, Inc. to maintain continuity of inspection and testing services for the project under the direction of the Geotechnical Project Engineer.

We thank you for the opportunity to provide you with our professional services. If we can further assist, please do not hesitate to contact us.

Sincerely,

ALLIANCE GEOTECHNICAL GROUP, INC.

Rupesh Thapa, E.I.T.
Staff Engineer



Michael D. Roland, P.E.
Vice President



Dallas • Fort Worth • Frisco • Houston • Huntsville • Longview
3228 Halifax Street • Dallas, Texas 75247
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APPENDIX

MEASURES TO MINIMIZE DEEP SEATED SOIL SWELL



GEOTECHNICAL INVESTIGATION OLD TOWN LEWISVILLE GATEWAY LEWISVILLE, TEXAS

1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION

The project consists of constructing a new gateway sign to be located just east of the intersection of Hatcher Road and Main Street in Lewisville, Texas. The new gateway sign will be a single column with a themed structure located on the median of Main Street and spanning east and west Main Street travel lanes. The gateway sign will be approximately 29 feet tall and will be supported by piers.

1.2 PURPOSE AND SCOPE

The purposes of this geotechnical investigation were to: 1) explore the subsurface conditions at the site, 2) evaluate the pertinent engineering properties of the subsurface materials, 3) provide foundation recommendations for the proposed new structure, 4) and provide comments and recommendations for site grading and drainage. This report was prepared in general accordance with Alliance Geotechnical Group's Proposals P24-0107E-R1 dated September 9,2024.

2.0 FIELD INVESTIGATION

The field investigation consisted of drilling a total of one (1) structural test boring (Boring B-1) within the vicinity of the proposed gateway marker. The test boring was drilled to a depth of 50 feet below the existing ground surface. A truck-mounted auger drill rig was used to advance the test borings and to obtain samples for laboratory evaluation. The boring was located at the approximate locations shown on the Plan of Boring (Figure 1).

Undisturbed samples of cohesive soils were obtained at intermittent intervals with standard, thin-walled, seamless tube samplers. These samples were extruded in the field, logged, sealed, and packaged to protect them from disturbance and maintain their in-situ moisture content during transportation to our laboratory.

The rock encountered in the test borings was evaluated by the Texas Department of Transportation Penetrometer (TxDOT Cone) Test. The TxDOT Cone is driven with the resulting penetration in inches recorded for 100 blows. The results of the TxDOT Cone Test are recorded at the respective testing depths on the Logs of Borings.

The results of the boring program are presented on the Logs of Borings, Figures 2 thru 3. A key to the descriptive terms and symbols used on the logs is presented on Figure 4.



3.0 LABORATORY TESTING

Laboratory tests were performed on representative samples of the soil to aid in classification of the soil materials. These tests included Atterberg limits tests, moisture content tests and unit weight determinations. Hand penetrometer tests were performed on the clay soil samples to provide indications of the swell potential and the foundation bearing properties of the subsurface strata. An unconfined compression strength test was performed on a selected sample in order to determine the bearing values. These test results are presented on the logs of boring (Figures 2 and 3).

To provide additional information about the swell characteristics of these soils at their in-situ moisture conditions, absorption swell tests were performed on selected samples of the clay soils (See Figure 5). In addition, soluble sulfate testing was performed on a selected sample. The results of the sulfate testing are provided in Figure 6.

4.0 SITE AND SUBSURFACE CONDITIONS

4.1 GENERAL SITE CONDITIONS

The project consists of constructing a gateway marker just east of the intersection of Hatcher Road and Main Street in Lewisville, Texas. The new gateway marker will be constructed on the median at Main Street. The Median is currently paved. See Plan of Borings (Figure 1) for site configuration, location, and aerial view. See photo below for general site conditions.





4.2 SITE GEOLOGY

As shown on the Dallas Sheet of the Geologic Atlas of Texas, the site is located where Terrace Deposits overlay the Eagle Ford Shale Formation. The Eagle Ford Formation typically consists of shale, sandstone, and limestone interbedded with clay seams. Soils derived from the Eagle Ford are typically plastic clays exhibiting high shrink/swell potential with variations in moisture content. These Eagle Ford shaley clay soils typically have very high soluble sulfate levels, which are very corrosive to buried concrete and can cause sulfate/lime-induced heave. Terrace Deposits typically consist of sand, silt, clay, and gravel in various proportions.

4.3 SUBSURFACE CONDITIONS

Subsurface conditions encountered in the borings, including descriptions of the various strata, their depths, and thicknesses, are presented on the Logs of Borings. Note that depth on all borings refers to the depth from the existing grade or ground surface present at the time of the investigation. Boundaries between the various soil types are approximate. Soil profiles across the proposed buildings areas are shown below.

4.4 GROUNDWATER CONDITIONS

The borings were advanced using continuous flight auger methods. Advancement of the boring using these methods allows observation of the initial zones of seepage. Groundwater seepage was encountered within the test boring at depth of 32 feet during drilling operations. Shallower groundwater levels should be anticipated if construction occurs during or after periods of heavy rain.

It is not possible to accurately predict the magnitude of subsurface water fluctuations that might occur based upon short-term observations. The subsurface water conditions are subject to change with variations in climatic conditions and are functions of subsurface soil conditions, and rainfall.

4.5 SOIL MOVEMENT

The subsurface exploration revealed the presence of deep sandy clay and shaley clay soils. The sandy clay soils will have a low to moderate swell potential and the shaley clay soils will have a moderate to very high shrink/swell potential depending upon the soil moisture condition at the time of construction. Potential soil swell movements were performed using swell test results, pocket penetrometer readings, and moisture content tests to estimate the swell potential of the soil.

Potential soil swell upward movements within a typical 10 foot deep “active zone” has been estimated to be on the order of 3 inches based upon current soil moisture conditions and current grades at the test boring locations. It should be noted that the current moisture condition of the clay soils are typically in a average moisture condition. In a dry condition, the potential “active zone” soil swell uplift movement would exceed 5+ inches.



In addition, the potential for additional “deep-seated” swell exists at this site due to the presence of deep highly expansive shaley clay soils. The assumed “active zone” swell values are upward soil movements that could occur due to typical seasonal moisture changes and soil swelling within the upper 10 feet as measured from finished floor grade. The deep-seated swell values are additional upward soil movements that could occur due to moisture changes and soil swelling below a typical 10-foot deep “active-zone”.

Deep-seated swell could occur due to groundwater fluctuations or free water sources such as ponding water conditions, percolation of water in landscaped areas, leaking sprinkler lines and/or leaking utility lines that are not detected and repaired in an expedient manner. The potential for additional deep-seated swell ranging from 1 to 2 inches exists at this site. The magnitude of deep-seated swell that will actually occur will depend upon the depths of water percolation that occurs over the serviceable life of the facility. Measures to minimize deep-seated soil swell movements are provided in the Appendix of this report.

5.0 EXECUTIVE SUMMARY

We understand that the proposed new gateway sign structure is to be supported on piers. Consideration was given to supporting the new structure on both straight shaft piers founded within hard to very hard dark gray shale and on belled underreamed piers. The underreamed piers would need to be founded at depths of at least 20 feet below existing grades on very stiff shaley dry soils. Due to the presence of deep seated soil swell movements, the belled piers would be subject to some soil swell uplift movements. The belled pier would need bell to shaft ratio of 2.5 and could be designed for an allowable bearing capacity of 4,000 psf. The belled piers would need at least 2D clear spacing between piers where D is the belled diameters. Recommendations for belled piers are not provided in this report. However, if the risk of some upward soil swell movements are acceptable for the belled piers and if the minimum 2D clear spacing between belled piers is not an issue for this relatively small structure, AGG could provide belled pier recommendations upon request. Recommendations for cased straight shaft piers and/or auger cast piles are provided in this report.

6.0 STRAIGHT SHAFT FOUNDATION SYSTEM

The proposed new structure could be supported by cased straight sided continuously reinforced shaft piers founded in the hard to very hard dark gray unweathered shale stratum. The hard to very hard dark gray unweathered shale was first encountered at depth of 35 feet below the existing ground surface at the structural test boring location. As an alternative, the proposed structure could be supported on auger cast piles. See notes 3 and 4 for auger cast pile recommendations.

It should be noted that actual pier depths required during construction will vary depending upon the depth to bearing stratum, the depth of cuts and fills required, and the design penetrations into the bearing stratum. The allowable end bearing pressure and side resistance pressure are provided in Table 1 and



have been developed based on the assumption that a minimum 2 pier diameter clear spacing will be provided between piers. For piers touching, a 50% reduction in skin friction should be used. Where the clear spacing is 2D, no reduction is necessary. For spacing between 0 and 2D, a straight-line interpolation should be used.

These foundations should be subject to settlements of about $\frac{3}{4}$ inch. Differential settlements should be about $\frac{3}{4}$ inch.

Skin friction load transfer may be counted on for penetrations into the bearing stratum below any temporary casing as specified below. The skin friction values provided are for compression loading and for resistance to soil swell uplift. For other tension loads (wing loads), the allowable skin friction is 50% of the value indicated below.

Table 1. Allowable Bearing Values

SHAFT LOADING TYPE	BEARING STRATA
	HARD TO VERY HARD GRAY UNWEATHERED SHALE
Axial End Bearing	25,000 psf **
Skin Friction Side Resistance	4,000 psf *

* For penetrations exceeding 2 feet into hard to very hard gray unweathered shale as verified by the AGG geotechnical team. The skin friction values provided are for compression loading and for resistance to soil swell uplift. For other tension loads, the allowable skin friction is 50% of the value indicated above. All pier penetrations below temporary casing (if required) may be counted on for resistance to soil swell uplift.

** A minimum 2 feet or 1 pier diameter into hard to very hard gray unweathered shale (whichever is greater) is recommended to develop the allowable end bearing pressure. Larger penetrations may be required to support the foundation loads. Penetrations into gray weathered shale (identified by iron staining or tan colored seams) should not be counted on for the design penetrations during pier installations. The design penetrations should be counted on only for penetrations into continuous hard to very hard gray unweathered shale below any temporary casing. Design penetrations should not be counted on within the cased length (if required).

Note 1: A minimum shaft diameter of 18 inches should be used for the straight shaft piers.

Note 2: We recommend that an AGG Geotechnical Engineer be present at the start of the drill pier operations in order to identify the proper bearing stratum to field personnel.



Note 3: In lieu of using cased straight shaft piers to support the proposed new structures, consideration can be given to using auger cast piles. If auger cast piles are used, the auger cast piles should be designed by the Structure Engineer and/ or piling specialist to penetrate into the bearing stratum. The allowable bearing values provided in Table 1 should be used for design. The auger cast piles should be constructed in general accordance with the recommendations within this report for straight shaft piers. The auger cast pile contractor will most likely be required to use fixed mast style drill rigs that can apply sufficient crowd force in order to achieve the required design penetrations.

Note 4: We recommend that the first three (3) auger cast piles and at least 10% of the remaining auger cast piles thereafter be integrity tested. We recommend that the integrity testing be performed using sonic echo testing methods. These tests will assist in the evaluation of the integrity of the auger cast piles. We recommend that AGG be retained to perform the sonic echo testing on the auger cast piles.

6.1 DRILLED SHAFT SOIL INDUCED UPLIFT LOADS

All piers will be subject to uplift loads as a result of swelling within the overlying clays. Straight shafts should be designed by the Structural Engineer with adequate penetration lengths in order to have sufficient anchorage in resisting uplift forces generated by soil swelling. The piers should have sufficient continuous vertical reinforcing steel extending to the bottom of the piers to resist the computed net uplift loads (uplift less dead load).

The magnitude of the uplift loads varies with the shaft diameter, soil parameters, free water sources, and the depth of the active clays acting on the shaft. The uplift pressures can be approximated at this site by assuming a uniform uplift pressure of 2,500 pounds per square foot acting on the shaft perimeter for a depth of 10 feet.

6.2 LATERALLY LOADED PIERS

We understand that the proposed new buildings will potentially be subject to lateral loads. L-Pile parameters recommended for design are provided below. See group reductions below.

It is recommended that the allowable lateral resistance values be neglected from the finish grade to a depth of 5 feet or 5 feet below top of pier, whichever is deeper.

Note 1: L-Pile parameters for each soil and rock strata are provided below for individual laterally loaded drilled shafts. The parameters indicated below do not include reductions related to group effects (see below).



Neglect passive resistance within upper 5 feet below finish grade or 5 feet below top of pier, whichever is deeper					
FOR OVERBURDEN SANDY CLAY SOILS (below 5 feet neglect depth).					
Water Level Condition	Material Type for LPile	Undrained Cohesion (psf)	Total Soil Unit Weight (pcf)	Strain Factor E50	Static Horizontal Modulus of Subgrade Reaction, k (pci)
Above Water	Soft Clay without Free water	1,000	120.0	0.01	100
Below Water	Soft Clay with Free water	1,000	58.0	0.01	100

FOR SHALEY CLAY SOILS (below 5 feet neglect depth).					
Water Level Condition	Material Type for LPile	Undrained Cohesion (psf)	Total Soil Unit Weight (pcf)	Strain Factor E50	Static Horizontal Modulus of Subgrade Reaction, k (pci)
Above Water	Soft Clay without Free water	2,000	120.0	0.005	400
Below Water	Soft Clay with Free water	2,000	58.0	0.005	400



Design Parameter	Design Values Hard to Very Hard Gray Unweathered Shale
Material Type	Weak Rock
Effective Unit Weight, pcf	140 above water 78.0 below water
Young's Modulus, psi	3,500
Uniaxial Compressive Strength (PSF)	25,000
Rock Quality Index (RQD, %)	80
Stiffness Constant (Km)	0.0005

Note 2: Groundwater seepage was encountered within the test boring B-1 at a depth of 32 feet below existing grade. Shallower groundwater levels should be anticipated after wet weather periods. Therefore, shallow groundwater levels should also be considered during the L-pile studies.

Note 3: Reduction factors must be applied to account for group effects for laterally loaded piers. If the center to center spacing is less than 7D for laterally loaded piers, then an L-Pile group study using the Ensoft Group Pile Program would be required to determine the appropriate reduction factors that must be applied for laterally loaded piers. Alliance Geotechnical Group should be retained to work with the Structural Engineer in performing the Group Pile Analyses, if required. This includes group effects in the direction of loading, side by side effects, and effects in skewed directions. Otherwise, the Structural Engineer could use the information in the below paragraphs to conservatively approximate reductions for group effects.

In order to determine the appropriate reduction for group effects of a pier in a group, the reduction for side by side effects (RSS), the reduction for in-line loading effects (RIL), and the reduction for skewed effects (RSK) will need to be determined for each adjacent pier and multiplied together to determine the reduction factor for the subject pier in the group. The reduction for in-line loading effects (RIL) will consist of either leading pier (RLP) or trailing pier (RTP). Each of these reductions should be determined as recommended below.

Reduction due to Side by Side effects(RSS)

For 1D center to center spacing (piers touching), 64% of the lateral resistance should be used. Where the center to center spacing is 4D, no reduction is necessary. For a spacing between 1D and 4D, a straight line interpolation should be used.

Reduction due to Leading Pier (RLP)

For 1D center to center spacing (piers touching), 70% of the lateral resistance should be used. Where the center to center spacing is 4D, no reduction is necessary. For a spacing between 1D and 4D, a straight line interpolation should be used.

Reduction due to Trailing Pier (RTP)

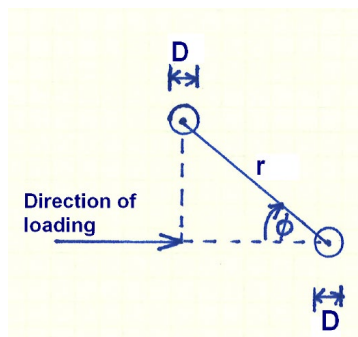
For 1D center to center spacing (piers touching), 47% of the lateral resistance should be used. Where the center to center spacing is 4D, 80% of the lateral resistance should be used. For a spacing between 1D and 4D, a straight line interpolation should be used between the 47% to 80% of lateral resistance. Where the center to center spacing is 7D, no reduction is necessary. For a spacing between 4D and 7D, a straight line interpolation should be used between the 80% and 100% of lateral resistance.

Reduction due to Skewed Pier (RSK)

The reduction factor for skewed piers (piers neither side-by-side or in line with the direction of loading) should be determined by the below formula.

$$RSK = (RIL^2 \cos^2 \phi + RSS^2 \sin^2 \phi)^{1/2}$$

The reduction for in-line loading effects (RIL) will consist of either leading pier (RLP) or trailing pier (RTP) whichever one is applicable to the loading direction. The center to center spacing is based upon r/D and ϕ (where ϕ is the angle between the direction of loading and the line between the piers as shown in the detail below).



Note 4: For all of the above reduction factors, if different size piers are used in a group, D used in the above formulas should be the largest pier diameter in the group.

6.3 DRILLED SHAFT CONSTRUCTION CONSIDERATIONS

Groundwater seepage was encountered within the test boring at a depth of 32 feet during drilling operations. Shallower groundwater seepage could be encountered during the drill pier operations after periods of rain. If minor water seepage and no caving occurs, the pier steel and concrete should be placed immediately. Temporary casing would be required if excessive groundwater infiltration or caving soils are



encountered. Temporary casing should be properly seated and sealed within the hard to very hard gray unweathered shale to prevent seepage into the drilled shaft excavation. Care must be taken that a sufficient head of plastic concrete is maintained within the casing during extraction. Design penetrations should not be counted on within the cased length.

Concrete used for the shafts should have a slump of 6 to 8 and placed in a manner to avoid striking the reinforcing steel and walls of the shaft during placement. If temporary casing is not required, the slump should be decreased to 4 to 6 inches. Complete installation of individual shafts should be accomplished within an 8 hour period in order to help prevent deterioration of bearing surfaces. The drilling of individual shafts should be excavated in a continuous operation and concrete placed as soon as practical after completion of the drilling. No shaft should be left open for more than 8 hours.

Sulfate resistant concrete mix Type II and design utilizing fly ash are recommended for below grade concrete or concrete pavement in contact with sulfate-rich soils. The sulfate mix design should include the type and amount of cement and the type and amount of fly ash proposed. Since Type II and Type V cement are not locally available anymore, as a guideline we recommend that a fly ash/cement mix design utilizing Type 1L cement and Type F and/or Type C fly ash with a low C3A concentration and a maximum water/cement ratio of 0.45 (or an approved equal) be used for concrete in contact with these site soils due to its resistance to sulfate attack. The concrete supplier should provide a concrete mix that provides sufficient resistance to sulfate attack. We recommend that additional ACI requirements for Class 3 exposure be considered for implementation at this site. We recommend that these ACI guidelines be considered during design.

We recommend that Alliance Geotechnical Group be retained to observe and document the drilled pier construction. The engineer, or his representative, should document the shaft diameter, penetration, depth, casing installations and extractions, cleanliness, plumbness of the shaft, and the type of bearing material. Significant deviations from the specified or anticipated conditions should be reported to the owner's representative and to the Structural Engineer. The drilled pier excavation should be observed to verify the bottom of the excavation is dry and thoroughly cleaned of cuttings after completion.

Note: "Mushrooming" should not be allowed around piers, pier caps or grade beams.

6.4 GRADE BEAMS AND/OR PIER CAPS

Grade beams and pier caps supported by piers should be constructed over a void space. A minimum void space of 12 inches should be provided between the bottom of these members and the subgrade. Structural cardboard forms with permanent retainer forms are one acceptable means of providing this void beneath these members. Care must be exercised during concrete placement to avoid collapsing the cardboard void boxes. The cardboard carton forms should not be allowed to become wet prior to concrete placement.



The exterior portions of the grade beams, should be carefully backfilled with on-site clayey soils unless specified otherwise below. The backfill soils should be placed in maximum 8 inch lifts at a moisture content between +1% and +4% wet of optimum. The fill should be compacted to 95 percent of maximum dry density as determined in accordance with ASTM D-698 (Standard Proctor).

6.5 FLAT WORK AND PIPING CONSIDERATIONS

Provisions should be made for post-construction differential upward movement of adjacent flat work and piping. Site grading plans should include provisions for the effects of soil swell movements on access and entry slabs, adjacent sidewalks and all pavements. See Section 4.5 of this report. Utility line details and fixtures should consider the potential for differential movement beneath any piping. To prevent potential tripping hazards, access and entry slabs should be elevated above the adjacent sidewalks and pavement slabs (where possible).

Civil Engineers must consider differential upward soil swell potential for Grading Plan Design. Civil Engineers should specify excavation/moisture conditioning limits to prevent negative drainage and ponding adjacent to buildings and excessive differential piping movements.

7.0 FIELD SUPERVISION

Many problems can be avoided or solved in the field if proper inspection and testing services are provided. It is recommended that all pier excavations, footing excavations, proofrolling, site and subgrade preparation, subgrade stabilization and pavement construction be monitored by a qualified engineering technician. Density tests should be performed to verify compaction and moisture content of any earthwork. Inspection should be performed prior to and during concrete placement operations. Alliance Geotechnical Group employs a group of experienced, well-trained technicians for inspection and construction materials testing who would be pleased to assist you on this project.

8.0 LIMITATIONS

The professional services, which have been performed, the findings obtained, and the recommendations prepared were accomplished in accordance with currently accepted geotechnical engineering principles and practices. The possibility always exists that the subsurface conditions at the site may vary somewhat from those encountered in the test borings. The number and spacing of test borings were chosen in such a manner as to decrease the possibility of undiscovered abnormalities, while considering the nature of loading, size, and cost of the project. If there are any unusual conditions differing significantly from those described herein, Alliance Geotechnical Group, Inc. should be notified to review the effects on the performance of the recommended foundation system.



The recommendations given in this report were prepared exclusively for the use of the client, their client and their consultants. The information supplied herein is applicable only for the design of the previously described development to be constructed at locations indicated at this site and should not be used for any other structures, locations, or for any other purpose.

We will retain the samples acquired for this project for a period of 30 days subsequent to the submittal date printed on the report. After this period, the samples will be discarded unless otherwise notified by the owner in writing.



FIGURES



**ALLIANCE
GEOTECHNICAL
GROUP**

Project No:
DE24-121

PLAN OF BORING

**OLD TOWN LEWISVILLE GATEWAYS
LEWISVILLE, TEXAS**

FIGURE NO:
1

LOG OF BORING B-1

Project: **Gateway Arch - Lewisville, TX**

Project No.: **DE24-121**

Date: **10/7/2024**

Elev.:

Location: **See Figure 1**


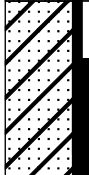
























Depth to water at completion of boring: **32'**

Depth to water when checked:

was:

Depth to caving when checked:

was:

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI %	-200 %	DD pcf	P.PEN tsf	UNCON ksf	Strain %
0		14" <u>CONCRETE</u> over 4" sandy <u>BASE</u>									
0 - 13		Reddish brown and tan <u>sandy CLAY</u> , w/ iron stains and seams	17						3.5		
13 - 14			13						4.5		
14 - 15			13	41	14	27		118	4.5+		
15 - 16									4.5		
16 - 17									4.0		
17 - 18									3.5		
18 - 20		Tan and gray <u>shaley CLAY</u> , jointed, blocky, w/ iron seams							3.0		
20 - 21			31	91	29	62		90	3.0		
21 - 22									2.5		
22 - 23									2.5	3.5	1.8
23 - 24											
24 - 25											
25 - 26											
26 - 27											
27 - 28											
28 - 29											
29 - 30											
30 - 31											
31 - 32											
32 - 33											
33 - 34											
34 - 35											
35		Hard to very hard dark gray <u>SHALE</u>									
		-Water seepage at 33 feet during drilling.									
		50/2" 50/0.5"									

Notes:


FIGURE:2

KEY TO LOG TERMS & SYMBOLS

Symbol Description


Symbol Description

Strata symbols

 THD Cone Penetration Test


 CONCRETE


 CLAY,
sandy

 CLAY,
shaley

 SHALE


Misc. Symbols

 Boring continues

 Water table
at boring
completion

Soil Samplers

 Auger

 Thin Wall
Shelby Tube

Notes:

1. Exploratory borings were drilled on dates indicated using truck mounted drilling equipment.
2. Water level observations are noted on boring logs.
3. Results of tests conducted on samples recovered are reported on the boring logs. Abbreviations used are:

DD = natural dry density (pcf)	LL = liquid limit (%)
MC = natural moisture content (%)	PL = plastic limit (%)
Uncon. = unconfined compression (ksf)	PI = plasticity index
P.Pen. = hand penetrometer (tsf)	-200 = percent passing #200
4. Rock Cores

REC = (Recovery) sum of core sample recovered divided by length of run, expressed as percentage.
RQD = (Rock Quality Designation) sum of core sample recovery 4" or greater in length divided by the run, expressed as percentage.

FIGURE:4

SWELL TEST RESULTS

BORING NO.	DEPTH (FEET)	UNIT WEIGHT	ATTERBERG LIMITS			IN-SITU MOISTURE CONTENT	FINAL MOISTURE CONTENT	LOAD (PSF)	VERTICAL SWELL %
			LL	PL	PI				
B-1	6-7	118.3	41	14	27	12.5	15.6	813	2.5
	14-15	90.4	91	29	62	31.2	33.4	1,813	2.2

PROCEDURE:

1. The subject sample is placed in a confined ring. Then, the design load (including overburden) is applied to the sample.
2. The confined ring with the sample is then submerged with free water with surfactant and allowed to swell completely.
3. Once the swell movement stabilized, the design load was removed and the sample was retrieved for final moisture content determination.



Project No:
DE24-121

SWELL TEST RESULTS

OLD TOWN LEWISVILLE GATEWAYS
LEWISVILLE, TEXAS

FIGURE
5

SOLUBLE SULFATES RESULTS

BORING NO.	DEPTH (FEET)	SOLUBLE SULFATES (PPM)
B-1	23-25	>20,000



Project No:
DE24-121

SOLUBLE SULFATES RESULTS

OLD TOWN LEWSVILLE GATEWAYS
LEWISVILLE, TEXAS

FIGURE
6

APPENDIX

MEASURES TO MINIMIZE DEEP SEATED SWELL

MEASURES TO MINIMIZE DEEP SEATED SWELL

In order to reduce the risk of excessive upward ground movements caused by soil swelling associated with free water sources, the following measures should be taken during design and construction:

- The use of superior contractors and utility line materials accompanied with Quality Control inspection and testing of all utility line installations including automatic sprinkler systems installed after construction.
- Sprinkler lines should not be installed near the structures. Instead, the system should be designed so that the lines themselves are as far away from the building as possible. Sprinkler heads should be used with a capacity to direct water toward the structure from distances of several feet.
- Utility under-drains with impervious barriers along the trench bottom may be used as an additional safeguard to minimize post-construction upward movement caused by water percolation into the deeper clay soils.
- Elevated landscape beds over impervious lining should be used in lieu of recessed beds to prevent ponding water conditions near the building.
- Positive drainage should be provided. Surface drainage gradients should be constructed with maximum slopes allowed by local codes.
- Rapid repair of any utility leak including water lines, sewer lines, sprinkler line, sprinkler heads.
- Trees and deep rooted shrubs should not be planted within these ultimate mature height of buildings and sensitive pavement to minimize settlements caused by ground shrinkage associated with moisture absorption of the tree root systems. Also, the area beneath the un-pruned mature tree drip lines and to limits of at least 10 feet beyond the drip line should not be paved. The area beneath the drip line should be landscaped and irrigated. Otherwise, an arborist should be contacted regarding the installation, effectiveness, and use of root barriers and irrigated tree wells to minimize future flatwork settlements due to ground shrinkage caused by tree root absorption.
- If the risk of large deep-seated swell is not acceptable the foundation systems should consist of straight shaft piers that are socketed into deeper unweathered rock in conjunction with structurally supported floor over void spaces.

STANDARD SPECIFICATIONS

The Standard Specifications for this project are the "Public Works Construction Standards" (Fifth Edition dated 2017) as published under the authority of the North Central Texas Council of Governments.

A. Special Provisions to the General Provisions of the Standard Specifications:

1. Technical specifications (Special Specifications), if included, in the Contract document package shall supersede the standard specifications.
2. Prospective offerors may submit a request in the *Messages* section in the project's Bonfire portal for clarification and alterations in the plans, specifications, and form of contract. Such request must be received by the City no later than the questions due date specified on the project calendar in Bonfire. The City will be the sole judge as to the necessity to an addendum or letter of clarification. Oral statements shall in no way be considered as part of the contract and will not be considered as binding.
3. One (1) electronic set of the contract documents, exclusive of the "Public Works Construction Standards" referenced above will be furnished without charge to the CONTRACTOR for construction purposes. Additional paper copies may be obtained from the City at actual reproduction cost.
4. **Item 102.3 Examination of Plans, Specifications and Site of the Work:** Add the following paragraph after Paragraph 2:

The CONTRACTOR may take borings at the site to satisfy his self as to subsurface conditions prior to bidding.

5. **Item 102.4. Preparation of Proposal:** Sentence 4 shall be changed to read: "In the cases of discrepancy between unit prices and amounts, the unit price shown in figures shall stand and the amount and total will be adjusted to correspond to the unit price shown".
6. **Item 103.3.1.1. Performance Bonds:** Paragraph (a) Performance Bond. The last sentence of this paragraph is hereby deleted and replaced with: This Bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appears

within a period of two years from the date of acceptance of the improvements project by the Lewisville City Council.

7. **Item 103.3.3. Sureties: The following applies to Surety Bonds:**

Texas Government Code Title 10, Chapter 2253

“(d) A bond required by this section must be executed by corporate surety in accordance with Chapter 3503, Texas Insurance Code.”

Texas Insurance Code Section 3503.005. Additional Requirements for Certain Bonds

“(a) A bond that is made, given, tendered, or filed under Chapter 53, Property Code, or Chapter 2253, Government Code, may be executed only by a surety company that is authorized to write surety bonds in this state. If the amount of the bond exceeds \$100,000, the surety company must also:

- (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that:
 - (A) is an authorized reinsurer in this state; and
 - (B) holds a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

“(b) To determine whether the surety on the bond or the reinsurer holds a certificate of authority from the United States secretary of the treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies. A purchaser, insurer of title, or lender acquiring or insuring an interest in or title to real property may also conclusively rely on, and is protected by, a statement on a recorded bond or a sworn, recorded statement by the surety that refers to the specific recorded bond and states that, at the time the bond was executed, the surety complied with Subsection (a)(1) or (2).”

8. **Item 103.4. Insurance:** delete and replace with the following:

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor’s bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage “occurrence” form CG 00 01 (10 01). **“Claims Made” form is unacceptable.**
2. Workers’ Compensation insurance as required by the Labor Code of the State of Texas, including Employers’ Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expenses.

NOTE: The aggregate loss limit applies to each project.

2. Workers’ Compensation and Employer’s Liability: Workers’ Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer’s Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees, boards/commissions and volunteers are to be added as “Additional Insured” as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
- b. The vendor’s insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor’s insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
- d. The vendor’s insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured’s liability.

2. Waiver of Subrogation – All coverages

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.

3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT

WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City, at its own discretion, may require a copy of any policy presented to the City.

I. STATE REQUIREMENTS FOR WORKERS COMPENSATION INSURANCE

As required by 28 Tex.Admin.code §110.110(c)(7):

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the 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 10 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 Department of Insurance, Division of Workers' Compensation, 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, Section 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 the 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.

9. **Item 105.1.1. Priority of Contract Documents** is revised as follows: Insert the words "addenda (last over first)" between "Proposal" and "Special Provision".

10. **Item 105.1.3. Contract Drawings and Specifications:** Obtaining copies of NCTCOG Public Works Construction Standards is the responsibility of the CONTRACTOR.

11. **Item 105.2.2. Special Warranty:** The first sentence of this paragraph is hereby deleted and replaced with:

"If within two years after the final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within a longer or shorter period of time as may be prescribed by law or by the terms of any other special warranty on designated equipment, any of the work is found to be defective or not in accordance with the contract documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so".

12. **Special Provision to Item 105.3. Shop Drawings, Product Data and Samples:** add the following:

"Review of Shop Drawings by the CITY and/or ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformance with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor. It being understood and agreed that the Engineer does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules or any means or methods reflected thereby in relation to the safety of either person or property during the contractor's performance hereunder."

13. **Special Provision to Item 105.4. "Construction Stakes":** is amended to the extent that the CITY and/or ENGINEER will provide initial horizontal and vertical control and construction staking for this project. The CITY and/or ENGINEER will provide the following construction staking:

- a. Verify and re-establish the design baseline and monuments set for horizontal and vertical control.
- b. The CITY and/or ENGINEER will provide clearing limits, offset line and grade stakes for pavement back of curb (rough and final cut), storm drain and water lines as applicable, including appurtenances. The offset distance shall be determined by the CONTRACTOR. Lost or destroyed stakes will be replaced at the CONTRACTOR'S expense. A minimum of five (5) days notice must be given before staking.

The CONTRACTOR shall provide any additional stakes and other materials and incidentals necessary for the correct construction of all facilities at no additional charge. It is the CONTRACTOR'S sole responsibility to ensure the correctness of all stakes and that the work is constructed to the lines and grades shown on the plans.

14. **Item 105.6 Supervision by Contractor:** The CONTRACTOR shall designate a **full-time superintendent who shall be on the job site at all times during construction including times when work is being performed by subcontractors.** The OWNER'S Representative will communicate only with the superintendent. The CONTRACTOR may replace the designated superintendent by written notification to the OWNER.

15. **Special Provision to Item 105.7.1. Authority of the Engineer:** add the following:

“The CITY and/or ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the CITY and/or ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the CITY and/or ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR’S or sub-contractor’s agents, or employees or any other person, firm or corporation performing or attempting to perform any of the work.”

16. **Item 106.5: Samples and Tests of Materials:** Delete the first and last paragraphs on Item 106.5 and replace with the following:

“The CONTRACTOR shall engage the services of an acceptable testing laboratory company to perform all required testing services. The CONTRACTOR (not the OWNER) shall pay all costs for these services, including any retesting after failure to pass tests. The CONTRACTOR shall obtain OWNER’S acceptance of the testing laboratory before having the services performed.”

Written reports of tests and engineering data furnished by CONTRACTOR for OWNER’S review shall be submitted as specified in Item 105.3, “Shop Drawings, Product Data and Samples” and as modified by the Special Specifications.

17. **Special Provisions to Item 107.2. Indemnification:** delete Item 107.2. in its entirety and substitute the following:

"The CONTRACTOR and his sureties shall indemnify, defend and save harmless the OWNER and all of their officers, agents and employees, Engineer and all of its officers and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries, including death or damages received or sustained by any person, persons or property on account of the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said contract; or on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER or Engineer growing out of such injury, including death or damage."

18. **Item 107.11. Supervision and Construction Procedures:** The CONTRACTOR'S attention is drawn to paragraphs 1 and 4 of this item and paragraphs 1 and 3 of Item 105.6.

19. **Item 107.24. Project Clean-Up:** All objectionable surplus and waste material due to construction shall be removed from the site at the CONTRACTOR'S expense.

20. **Item 108.1. Progress Schedule:** add the following paragraph:

“The CONTRACTOR shall submit to the OWNER a construction schedule setting out items of construction, road closings, detours, utility interruptions, limits, times and actual dates. If the schedule is acceptable to the OWNER, the OWNER will approve it; if the schedule is unacceptable, it will be returned to the CONTRACTOR for revision and resubmittal. If the CONTRACTOR wants to deviate from the approved schedule, he must submit a revised schedule to the OWNER for consideration. The entire work shall be prosecuted in a continuous manner in accordance with the approved schedule. Proposed stockpile locations must be approved by the OWNER prior to depositing material. The CONTRACTOR shall update this schedule on a monthly basis.”

21. **Item 108.5. Subcontracts:** add the following paragraph:

"The CONTRACTOR shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than 50 percent of the value of all work embraced in the contract exclusive of items not commonly found in contract for similar work and exclusive of items that require highly specialized knowledge, craftsman and/or equipment not ordinarily available in the organization of CONTRACTORS performing work of the character embraced in the contract". For the purpose of evaluating the percentage of work performed by subcontractors, the cost of all equipment, supplies, and materials used or installed on the project by subcontractors shall be considered as part of the work of subcontractors. This will apply even if the contractor supplies and pays for some or all equipment, supplies, or materials used by subcontractors.

22. **Item 108.8. Delays; Extension of Time; Liquidated Damages:** Delete the first paragraph of Section 108.8. and replace with the following:

“The CONTRACTOR hereby agrees that no work will be performed on CITY holidays or on Sundays. In addition, he agrees that work will be performed between 7:00 a.m. and sunset on weekdays and between 8:00 a.m. and 6:00 p.m. on Saturdays. The only exception to the preceding will be the performance of work in response to emergency situations and/or when directed to work by the OWNER. Also, the CONTRACTOR hereby concurs that the preceding has been taken into account in setting the contract time.” The CONTRACTOR will be responsible for reimbursing the City of Lewisville for overtime charges for construction inspection services on Saturdays, Sundays and all City holidays. The overtime charges will be \$111.80 per hour and a minimum of four (4) hours will be charged for each occurrence of such service. The overtime charges will be billed on a monthly basis. Failure to pay for these services will result in delaying the final acceptance and payment.

“The CONTRACTOR shall be entitled to an extension of working time under this contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur; and then only when such time is approved by the OWNER. In adjusting the working time for the completion of the project, the OWNER will consider delays due to acts of God, or the public enemy, acts of the OWNER, fires, floods, epidemics and quarantine restrictions. The OWNER may, but is not obligated to, take into account any unforeseeable causes of delay which the OWNER considers beyond the control and without the fault or negligence of the CONTRACTOR. It is anticipated that during the course of the contract,

inclement weather (rain or freezing temperatures) will hinder or prevent work. The contract time has been established assuming that up to 20% of the contract days will be inclement weather days, during which no work can be performed. No extension of time will be granted for such inclement weather days. The OWNER may grant an extension of time for inclement weather days beyond 20% of the contract time, but is under no obligation to do so.”

23. **Item 109.3. Payment for Extra Work:** Replace the first sentence of 109.3.1. General; with the following:

“No work shall be undertaken which requires extra payment without having executed a change order or field change approved by the CONTRACTOR and the OWNER, except when specifically ordered to do so in writing.”

24. **Item 109.5. Monthly Estimate, Partial Payments, Retainage, Final Inspection, Acceptance and Final Payment**

Delete from the first paragraph of 109.5.1: "The monthly estimate may include acceptable non-perishable materials delivered to the work; such payment shall be allowed on same percentage basis of the net invoice value as provided hereinafter."

Add in its place, the following:

The OWNER will pay for materials on hand only under the following conditions:

- a. The CONTRACTOR shall provide proof of payment for the materials.
 - b. The materials shall be secured in a manner acceptable to the OWNER.
 - c. Payment will not be made for small items, and other items not easily measured.
 - d. No payment will be made for small quantities of material on hand (less than 0.5 percent of the contract amount).
 - e. No payment for materials on hand will be made for items such as paint, mastics, cement, and other similar materials.
25. Delays associated with delivery of materials of appurtenances by the manufactures will not be considered for any extension of contract time. It shall be the sole responsibility of the CONTRACTOR to ensure that the materials are manufactured and delivered on time.

PROPOSAL

City of Lewisville
Purchasing Office
151 West Church Street
P.O. Box 299002
Lewisville, Texas 75029-9002

OLD TOWN LEWISVILLE GATEWAY MONUMENT

Proposal of _____
(hereinafter called Proposer), a corporation organized and existing under the laws of the State of _____, a partnership, or an individual doing business as _____

(Strike out inapplicable terms).

To the City of Lewisville, Texas (Owner)

The undersigned Proposer, in response to the Notice to Proposers for the construction of the above project and in conformity with the bidding documents; having examined the plans, specifications, related documents and the site of the proposed work; being familiar with all of the conditions relating to the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies, equipment, staking, testing, traffic control, superintendence, etc., for the construction of the project in accordance with the plans, specifications, and contract documents at the unit prices proposed herein.

The undersigned Proposer proposes, acknowledges and agrees to construct the entire project as shown on the plans, fully in accordance with the requirements of the plans, specifications, and the contract documents for the prices included in this Proposal and fully understands and agrees that the various items of material, labor and construction not specifically enumerated and provided for herein are considered subsidiary to the several items for which direct payment is specifically provided. Further, the undersigned agrees that one such subsidiary item is the protection, adjustment, maintenance, repair or replacement of all underground lines and services, whether shown on the plans or not, in a timely manner.

The undersigned Proposer agrees to begin work under the contract on or before the date specified in the written Notice to Proceed, and to fully complete the project within **140 calendar days**. It is specifically stated and understood that the entire construction including clean up shall be completed within the above stated time.

Proposal: Old Town Lewisville Gateway Monument

The undersigned Proposer has determined that all Addenda are as follows:

Addendum No. 1 dated

(Signature)

Addendum No. 2 dated

(Signature)

Addendum No. 3 dated

(Signature)

The undersigned Proposer acknowledges that the Owner reserves the right to waive any informality and to reject any or all proposals.

The undersigned Proposer acknowledges and agrees that this Proposal shall be good and may not be withdrawn for 60 days from the date of proposal opening.

The undersigned Proposer has shown unit prices and amounts and agrees that in the case of discrepancy, the unit prices shown in figures shall stand and that the amounts and total will be adjusted to correspond to the unit prices shown.

The undersigned Proposer agrees to execute the Agreement and furnish the required Performance Bond and Payment Bond within fifteen calendar days from the date of award of a contract by the City; and agrees that any delay in furnishing the signed Agreement and Bonds will result in liquidated damages being applied.

The undersigned Proposer has attached and made a part of this Proposal a bid security in accordance with the Bond Requirements and Retainage document.

A 5% contingency will be included with the resulting contract and purchase order for this project. The contingency shall be used at the City's discretion and only upon written approval from the City. The amount listed as a contingency is not an obligation for payment from the City. Any unused contingency is retained by the City and is not payable to the Contractor.

Submitted:

(Signature)

(Name - Typed or Printed)

(Title)

(Seal, if corporation)

(Firm Name)

(Address)

(City/County/State/Zip Code)

(Telephone Number/Include Area Code)

(Date)

(Attest)

SIGNATURE PAGE

TYPE OR PRINT:

FIRM NAME
TITLE

AUTHORIZED REPRESENTATIVE &

STREET ADDRESS and/or P.O. BOX NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ /	
SIGNATURE	DATE

**CITY OF LEWISVILLE
DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

**PURCHASE ORDER
TERMS & CONDITIONS**

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code.

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Seller: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Seller: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the Buyer under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

**CITY OF LEWISVILLE
PURCHASING DIVISION**

STATE RECIPROCAL REQUIREMENT

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

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

NON-COLLUSION STATEMENT

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

Vendor:			
Address:			
City, State, Zip:			
Phone:			
Email:			
Bidder (Print Name):			
Bidder Signature:			
Job Title:			
Signature of company official authorizing this bid:			
Company Official (Print name):			
Job Title:			

INSURANCE REQUIREMENTS
PROJECTS INVOLVING CONSTRUCTION

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage
 - g. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expenses.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Builders' Risk Insurance (as applicable) – Completed value form, insurance carried must equal the completed value of the structure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

BOND REQUIREMENTS AND RETAINAGE

BONDS

The successful bidder will be required to furnish the following bonds from a surety licensed to do business in the State of Texas. These bonds, along with proper insurance papers, will be incorporated as part of the final contract documents and will remain in effect until the completion and acceptance of the project. Maintenance bonds shall be in effect based on their stated term after final acceptance of the project:

Project amount \$10,001 to \$24,999 – a payment bond at the project amount and a maintenance bond for one year from the date of final payment.

Project amount \$25,000 to \$99,999 – a payment bond at the project amount and a maintenance bond for two years from the date of the final payment.

Project amount \$100,000 and greater – a bid bond equal to five percent (5%) of the project amount is to be included with the sealed bid; a payment bond and performance bond at the project amount and a maintenance bond for two years from the date of the final payment.

RETAINAGE

Retainage will be based on the following: Fifteen percent (15%) retainage for contracts up to \$25,000; ten percent (10%) retainage for contracts more than \$25,000 and less than \$400,000; five percent (5%) retainage for contracts in excess of \$400,000.

VENDOR REFERENCES

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers local customers of similar size and scope of work to this bid. *THIS FORM MUST BE RETURNED WITH YOUR BID.* Attach additional sheets as needed.

REFERENCE ONE:

Government/Company Name: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ **Contact Email:** _____

Contract Period: _____ **Contract Amount:** _____

REFERENCE TWO:

Government/Company Name: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ **Contact Email:** _____

Contract Period: _____ **Contract Amount:** _____

REFERENCE THREE:

Government/Company Name: _____

Address: _____

Contact Name and Title: _____

Contact Phone: _____ **Contact Email:** _____

Contract Period: _____ **Contract Amount:** _____



Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
Reduce energy consumption			
Reduce toxicity, including emissions			
Reduce waste			
Contain recyclable materials			
Reduce water consumption			
List other environmental impacts			

Attach supporting documentation if needed

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? _____

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
*Physical Business Address _____ City _____ State _____ Zip _____

**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

a. **Sole Proprietorship**
i. Legal name of Sole Proprietor: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

b. **General Partnership**
i. Legal name of Partnership: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

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VENDOR SUPPLEMENTAL INFORMATION

- c. **Limited Partnership**
- i. Legal name of Limited Partnership: _____
- ii. General Partner(s):
- If a legal entity, name of the entity: _____
 - If an individual, name of the individual: _____
- iii. Physical business address: _____
- City _____ State _____ Zip _____
- d. **Corporation**
- i. Legal name of Corporation: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- e. **Limited Liability Company**
- i. Legal name of Limited Liability Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- f. **Other Entity (not listed)**
- i. Legal name and type of Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? No Yes

7. a. Are you a publicly traded business? No Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? No Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? No Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____