



Exhibit B

25-65-A - Annual Contract for Asphalt Rehab Projects

Project Overview

Project Details	
Reference ID	25-65-A
Project Name	Annual Contract for Asphalt Rehab Projects
Project Owner	Nicole Haney
Project Type	RFB
Department	Public Services
Budget	\$0.00 - \$0.00
Project Description	The City of Lewisville is accepting competitive sealed bids for Asphalt Rehab Projects. (All questions must be submitted on Bonfire in the questions and answers section. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful bidder will be required to certify compliance, if applicable.)
Open Date	May 31, 2025 11:30 AM CDT
Intent to Bid Due	Jun 30, 2025 2:30 PM CDT
Close Date	Jun 30, 2025 2:30 PM CDT
Highest Scoring Supplier	Score



Seal status

Requested Information	Unsealed on	Unsealed by
2 - Procurement Required Documents	Jun 30, 2025 2:31 PM CDT	Nicole Haney
Additional Information	Jun 30, 2025 2:31 PM CDT	Nicole Haney
25-65-A Asphalt Rehab Projects (BT-06KO)	Jun 30, 2025 2:31 PM CDT	Nicole Haney

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Nicole Haney	Jun 30, 2025 2:31 PM CDT	No

Primary Responses

Success: All data is valid!

						Numeric	
Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit of Measure	Unit Price	Total Cost
Not Bidding	No Bid	#0-1	MILLING 6" DEPTH	18496	SY		-
Not Bidding	No Bid	#0-2	MILLING 8" DEPTH	4150	SY		-
Not Bidding	No Bid	#0-3	DRIVE APPROACH	200	SY		-
Not Bidding	No Bid	#0-4	MATERIAL HAUL OFF - 12 YD LOAD	90	LOADS		-
Not Bidding	No Bid	#0-5	2" COMPACTED HMAC TYPE C	17475	SY		-
Not Bidding	No Bid	#0-6	2" COMPACTED HMAC TYPE D	2200	SY		-
Not Bidding	No Bid	#0-7	2" COMPACTED HMAC TYPE B	2000	SY		-
Not Bidding	No Bid	#0-8	RAISE UNIDENTIFIED MANHOLE	1	EA		-
Not Bidding	No Bid	#0-9	RAISE UNIDENTIFIED WATER VALVE	1	EA		-
Not Bidding	No Bid	#0-10	RAISE UNIDENTIFIED CLEAN-OUT	1	EA		-
Not Bidding	No Bid	#0-11	WEDGE MILLING	6000	LF		-
Basket Total							\$ 0.00
Grand Total							\$ 0.00



CITY OF LEWISVILLE
RFP 25-65-A
ANNUAL CONTRACT FOR ASPHALT REHAB PROJECTS

It is the intent of the City to establish an annual contract for asphalt rehab projects as needed throughout the City of Lewisville. The rehab projects will consist of various streets, as listed in section V, Project Locations. The quantities listed are for evaluation purposes only, and the City reserves the right to increase or decrease quantities as required. These projects consist of the pulverization, stabilization, and asphalt overly of existing asphalt pavements.

GENERAL SPECIFICATIONS

- A.** All construction shall be in accordance with these specifications and the 2017 edition of NCTCOG Standard Specifications for Public Works Construction. A pre-construction meeting will be held in which a notice to proceed will be issued by the City. The contractor will submit a work schedule at this meeting that includes 24-hour emergency contact phone numbers. The contractor will have a designated Superintendent or Foreman on-site and available for contact at all times that work is being performed.
- B.** The contractor is responsible for adjusting to final grade all identified water valves, manholes, and clean outs before paving begins. Adjustment of these items shall be considered part of the unit cost for sub-grade. Any damage caused by the contractor to water valves, manholes, and clean outs will be replaced at the expense of the contractor.
- C.** Contractor will adjust all unidentified water valves, manholes, and clean outs to final grade before paving begins. These items will be paid for by separate line items based on type. Unidentified means any water valves, manholes, and or clean outs not visible before work begins.
- D.** The contractor shall provide the City with copies of all material tickets and certified weight tickets incorporated in the job daily. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next days planned activities until tickets are provided.
- E.** The sub-grade on all streets with open drainage shall extend twelve (12) inches beyond the edge of new pavement. Grass and weed control may be required to prevent growth through pavement in some locations.
- F.** The shoulders of the existing pavement shall be cleared of grass and weeds and graded for drainage. Driveways and any connecting sidewalks shall be saw cut along neat lines at the property line as needed. The City will mark the limits for the saw cut.
- G.** All driveways will be stabilized during the stabilization process and before paving begins.

- H.** Where pedestrian access routes cross paving, the contractor will ensure all ADA requirements are met per the latest version of the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way.
- I.** All storm sewer systems affected by the project i.e.: driveway crossings, inlets, etc. will be cleaned at the end of the project to insure proper drainage.
- J.** The pulverized material shall be treated with Portland cement and a chemical additive called EN 1 (supplied by City) in slurry form, and then compacted according to the provisions of the 2017 edition of NCTCOG Standard Specifications for Public Works Construction. Portland cement shall be applied at a rate of approximately 16 lbs. per square yard, 6" in depth and 24 lbs. per square yard, 8" depth in slurry form or as determined by the City. The slurry shall be extended one (1) foot wider on each shoulder where no curbs exist. Contractor shall establish stations prior to slurry being added.
- K.** Care shall be taken to ensure the slurry is confined to the area to be treated. The contractor will be responsible for cleaning any areas affected by the slurry at the discretion of the inspector.
- L.** The chemical additive to be used is made by Road Bond and is called EN 1. The City will supply this product. A representative from the company will be on hand to direct in the process of applying the product. No changes are required in the construction methods used. A copy of the specifications will be available upon request.
- M.** The final grade shall have a minimum of 3% parabolic crown. The base will be reshaped so that the edge of the compacted overlay will be no more than 1/4" higher than the edge of the gutter where applicable and allow for a consistent compacted thickness throughout the overlay. Streets with open drainage will have straight edge of pavement lines.
- N.** Material haul off will be the responsibility of the contractor and will be paid according to unit price. Load tickets shall be used to verify amount of haul off. Unit of measurement is based on a twelve (12) yard truck.
- O.** The completed section shall be prime coated and cured in accordance with the 2017 edition of NCTCOG Standard Specifications for Public Works Construction. Samples and testing will be completed as per the 2017 edition of NCTCOG Standard Specifications for Public Works Construction.
- P.** The area to be treated shall be free of dirt, dust or other deleterious matter per 2017 edition of NCTCOG Standard Specifications for Public Works Construction.
- Q.** Contractor shall be held liable for any damage to public or private property.
- R.** The contractor shall proof-roll sub-grade and make any necessary repairs as requested by City prior to beginning the overlay.
- S.** The contractor shall supply all necessary materials and equipment to prime the sub-grade immediately following cement stabilization.

- T.** The street must be open to local traffic no later than 5:00 p.m. each day unless special notification to the property Cities has occurred and been previously approved by the City. Street closures must be scheduled 48 hours in advance for public safety reasons. At the end of each day, the contractor shall prepare the work to the satisfaction of the City to ensure safe driving at night and shall place and maintain temporary pavement markings as required until the project is completed.
- U.** A compacted HMAC overlay will be placed as per the 2017 edition of NCTCOG Standard Specifications for Public Works Construction.
- V.** After the asphalt is in place, the contractor will either pull material from the shoulder/ditch area or haul in select material for the purpose of backfilling up to the top of the pavement edge in areas where no curb exists.
- W.** All areas disturbed by the contractor will be returned to their original condition at the contractor's expense including grass, bushes, landscaping, etc. All repair work shall be coordinated with City personnel. Any damage to mailboxes or sprinkler systems shall be repaired within 24 hours. Contractor shall complete all backfilling and clean up within ten (10) business days of completion of the placement of HMAC.

GENERAL SPECIFICATIONS

The contractor will provide, for City approval, the names of material vendors and the material they provide.

The contractor is responsible for supplying all equipment, labor, material, supervision, and traffic control as required to successfully complete repairs.

The contractor shall designate a full-time superintendent who shall be always on the job site during construction. The City's representative will communicate only with the superintendent. The contractor may replace the designated superintendent after written notification to the City. The City may request replacement of designated superintendent after written notification to the contractor.

The contractor hereby agrees to commence work within ten (10) working days of receipt of notice to proceed and complete the work on each group of repairs 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 start of work.

Work hours shall be limited to the period between 7:00 A.M. to 5:00 P.M., Monday through Friday. The contractor will curtail any operation defined in an Ozone Action Day, issued by TCEQ. No excavation will be allowed on Fridays and no work will be allowed on Saturdays without permission pre-submitted via email or letter with approval from the City at least forty-eight (48) hours in advance. No work will be allowed on Sundays or holidays (listed below).

New Year's Day

Martin Luther King's Birthday
Memorial Day
Juneteenth
July Fourth
Labor Day
Thanksgiving and the day after
Christmas Eve and Day

The City of Lewisville Standard Details/Specifications, in combination with Federal and State Americans with Disabilities Act (ADA) Specifications, and North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction (2017 Edition), 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 monthly pay request may be submitted by the 25th of each month for payment of completed pay items. This pay request shall be itemized to reflect the completed quantities per bid item. Only items in the bid are pay items. The bid price shall cover all work required by the contract documents. All costs in connection with the proper and successful completion of work, including furnishing all materials, equipment, supplies, and appurtenances; providing equipment, 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 in the bid shall be considered a subsidiary obligation of contractor and all costs in connection therewith shall be included in the prices bid. The City shall pay the contractor for completion of the work on a unit price work basis, in accordance with the contract documents based on actual measured quantities and unit prices stated in the bid. 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.

SPECIAL SPECIFICATIONS

The contractor is responsible for compliance with all laws and regulations regarding the prevention of underground utility damage. The contractor is also responsible for reporting to the appropriate utility operator any damage to underground utilities during work.

The City shall mark the excavation limit on each repair site.

This repair shall include setting of new posts in concrete as needed, all new brackets or hardware, and all new pre stained cedar material according to City specifications and as directed by the City's representative. All old materials must be removed from the job site and disposed of at the contractor's expense.

Setting of posts in weather where the soil is saturated with water is not permitted.

All fence panels will be board on board with top trim and kick board made of pre stained cedar.

All excess excavated earth not required for backfilling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the City and

property owner, it can be neatly spread over the adjacent area. No stockpiling of material in the street will be allowed after work hours.

The contractor shall remove all debris or deleterious material generated as part of this work. Proper disposal of these items is the sole responsibility of the contractor.

The contractor will protect trees that are to remain from damage.

No material, which has been used for any temporary purpose, is to be incorporated in the permanent structure without written consent from the City.

Delays associated with the delivery of materials will not be considered for any extension of contract time. It shall be the contractor's responsibility to ensure that all materials are delivered on time.

- A. All inlets within the project limits, and any that may be affected by runoff from the project, will be cleaned at the end of each project.
- B. The areas adjacent to construction shall be returned to their original condition. It is the responsibility of the contractor to repair any damaged landscaping, sprinkler systems, or other items that are affected by the construction. **Once the damage has been identified by either the contractor, the inspector, or the resident, the contractor will repair the damage within forty-eight (48) hours and verify with the customer that the system has been restored to its original condition. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT AN IRRIGATION SYSTEM HAS BEEN RETURNED TO ITS ORIGINAL CONDITION WITH THE RESIDENT, BUSINESS OWNER, ETC. If the condition of the irrigation system has not been verified, payment for that month may be withheld at the inspector's discretion. Any sod that must be installed due to the construction will be installed within fifteen (15) calendar days of completion of the repair or replacement.** The City, at the City's discretion, may provide and place sod material at the completion of projects. If the City places sod, this line item will not be paid to the contractor.

TRAFFIC CONTROL

The contractor shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with Revision 2 of the 2011 version of the Texas Manual on Uniform Traffic Control Devices for Street and Highways (TMUTCD) must be submitted for each separate street where work will be performed. Free-hand drawings will not be accepted. The contractor shall ensure that each person whose actions affect temporary traffic control work zone safety, from upper management through field personnel, has received training appropriate for the job decisions each individual is required to make concerning traffic control.

All traffic control devices shall be used in accordance with the guidelines in Revision 2 of the 2011 version of the Texas Manual on Uniform Traffic Control Devices for Street and Highways (TMUTCD.) All barricades, plastic drums, vertical panels, and construction signing shall comply with Revision 2 of the 2011 version of the Texas Manual on Uniform Traffic Control Devices for Street and Highways (TMUTCD.)

No work will impede sidewalk usage without proper signage. All sign placement shall comply with the most current revision of Federal and State ADA requirement standards. No signs will be allowed on the sidewalk outside of an area closed for repairs. **Stop/Slow paddles will be used in all flagging operations.** Flagging personnel must meet the qualifications as stated in the TMUTCD. No street shall be closed to traffic without written approval from the City. All construction signage shall be reflective and “like new” in appearance. The City may require that signs which do not meet these requirements be replaced. Routine inspection of traffic control for each project is the responsibility of the contractor and shall be performed daily according to Revision 2 of the 2011 version of the Texas Manual on Uniform Traffic Control Devices for Street and Highways (TMUTCD.) Construction signage shall not be removed from the work zone until approved by the City.

Temporary Construction Water Meter

The contractor shall contact Public Services, Street Division, for required paperwork. Upon receiving paperwork, the contractor shall make the required deposit with Customer Service, who will then inform Public Services that a temporary water meter is ready to be installed where indicated on the paperwork. Contractor is responsible for paying the temporary meter deposit and all water usage required for this project. Deposit will be reimbursed when the meter is returned.

Construction Plans

There are no construction plans for this project. The contractor shall be responsible for proper drainage of each project.

Sediment Control

All inlets affected by the project will have sediment covers placed over openings and be maintained as required. Residue left from sawing will be removed. Any material piles left on the job site overnight will have containment around them.

Testing

All testing will be conducted per the 2017 edition of NCTCOG Standard Specifications for Public Works Construction and will be at the expense and responsibility of the contractor. A copy of test results will be supplied to the owner.

Cement Slurry

Plant mixed cement slurry will not be allowed.

Equipment Left on Jobsite

All equipment left on the jobsite overnight shall be located within the lane closure and safely barricaded. If the lane closure is not large enough to safely accommodate the equipment, it will not be allowed to be left in the street. **All equipment will be required to carry fire extinguishers in case of emergency.**

WARRANTY/BONDS

All work performed under this contract for the City of Lewisville shall be warranted for a period of two (2) years. If within two years after acceptance of work, 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 notice from the City.

A one (1) year payment and performance bond, and two (2) year maintenance bond shall be required with this contract. It shall be made out for the total amount of the contract, and enforceable for two (2) years from final acceptance of the project.

One complete crack sealing shall be done prior to the end of the warranty period at the request of the City.

- Hot pour sealant used on the project shall be Crafcro Polyflex Type 3 or approved equivalent.
- The use of an alternative material, which is of equal quality and of required characteristics for the purpose intended, will be permitted subject to the following requirement:

The burden of proof as to the quality and suitability of alternatives shall be upon the contractor, and contractor shall furnish all necessary information required by the City. The proposed alternate shall meet or exceed the specifications required for the material named in the contract documents. The City shall be the sole judge as to the quality and suitability of the alternative articles or material, and the City's decision shall be final.

PROJECT LOCATIONS

This project includes, but is not limited to, the following streets:

- Lees Ct.
- Rachels Ct.
- Beverly Ct.
- Angela Dr.
- Oak Creek Estates Dr.
- Milestone Ridge
- Milton St. from High School Dr. to Fox Ave.
- Fox Ave. from Purnell St. to High School Dr.
- Henrietta St. from College St. to Main St.
- Harris St. from College St. to Main St.
- Leonard St. from Main St. to Church St.

INSURANCE

Insurance shall be supplied by the awarded contractor within ten (10) days of notification of award, as detailed in Exhibit D of this bid. Insurance must be approved by the City prior to the commencement of work and shall remain in effect throughout the entire duration of this project. Please note Explosion, Collapse, and Underground (XCU) coverage will be required for this contract.

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>

Storm Water Permit

The Contractor will supply a Storm Water Permit for all projects that meet the requirements. The owner will supply detailed maps for each location along with required Best Management Practices (BMP) types and locations. The Contractor will be required to install BMPs and maintain sites as stated in the storm water permit.

REQUEST FOR BIDS

Bids are to be submitted based on the specifications contained herein. Alternate bids will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

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 bidder unopened.

The preparation of the bid will be at the total expense of the bidder. There is no expressed or implied obligation for the City of Lewisville to reimburse responding bidders for any expense incurred in the preparation of bids in response to this request.

The City reserves the right to reject 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 bidders, or allow corrections of errors or omissions.

Each bidder shall guarantee and honor its response to these specifications for a period of forty-five (45) days, or until the City enters a contract with one of the bidders, whichever occurs first.

The RFB will be available to interested parties on Bonfire or may be picked up in person at the Purchasing office.

All questions pertaining to this bid must be submitted in writing via Bonfire.

Bids may be uploaded to Bonfire or delivered to the City of Lewisville Purchasing Division Office at the address, in a sealed envelope or box, clearly marked:

**RFB: #25-65-A ASPHALT REHAB PROJECTS
Monday, June 30, 2025 at 2:30p.m.**

Delivery address:
City of Lewisville

Finance Administration – Purchasing Division
Attn: Nicole Haney, Buyer
151 W. Church Street
Lewisville, TX 75057

PRE-BID

A pre-bid conference will be held at the date and time specified on Bonfire. While attendance of the pre-bid conference is not mandatory, it is recommended due to the nature of the project.

MISCELLANEOUS

All forms requiring either a signature or information to be filled in 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.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

BIDS must not be faxed, but are to be submitted to the City in one of the following manners:

- A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bonfire. The City is a member of this electronic bidding platform and the submittal of bids to the City is at no cost to the bidder. The internet site is www.gobonfire.com.

or

- B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one PDF copy of the bid on a flash drive in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the bidder's name, address, the bid invitation number, and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville
Finance Administration - Purchasing Division
151 W. Church St.
Lewisville, Texas 75057

Sealed bids must be submitted in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

BID: The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

MAKE-MODEL Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.

SPLIT-AWARD: Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

BID FORMS: Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

Bids must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

F.O.B./DAMAGE: Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002 or may be emailed to: accountspayable_col@cityoflewisville.com.

TAXES: The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

PRICING: Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

PAYMENT TERMS: Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

DELIVERY PROMISE - PENALTIES: Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

CORRESPONDENCE: The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

PATENT RIGHTS: The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

EVALUATION: Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

BID AWARD: Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

- Purchase Price
- The reputation of the bidder and of the bidder's goods and service
- The quality of the bidder's goods or services
- The extent to which the goods or services meet the municipality's needs.
- The bidder's past relationship with the municipality.
- The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

FUNDING: The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

RESERVATIONS: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous
- I. to the City.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

AUDIT: The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

ALTERING BIDS: Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award; and
- The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character,

name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

TERMINATION FOR DEFAULT: The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

TESTING: Testing may be performed at the request of the City without expense to the City.

REMEDIES: The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

DEVIATIONS from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

NO EMPLOYEE of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

NO EMPLOYEE of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

ELIGIBLE BIDDER: Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

REJECTED ITEM(S): Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

INDEMNITY: The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

VENDOR AGREEMENT: Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.

EXHIBIT A

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. Consultant: (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. Consultant: (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 City 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**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

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.

**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.

EXHIBIT A
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

**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:			

**CITY OF LEWISVILLE
COOPERATIVE PURCHASING AGREEMENT**

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

_____YES _____NO

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

BID INVITATION NO:	
COMMODITY:	

FIRM NAME: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:

_____ DATE _____

SIGNER'S NAME AND TITLE:

(Please print or type)

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 _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: _____

CITY OF LEWISVILLE
PURCHASING DIVISION

EXCEPTIONS

Bid _____

On the lines below, please list any exceptions taken to this bid invitation

ITEM #	DESCRIPTION

Signature: _____

Company: _____

Date: _____

No exceptions taken to this bid invitation.

Signature: _____

Company: _____

Date: _____

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.

SPECIAL PROVISIONS

The Standard Specifications for this project are the "Public Works Construction Standards", 2017 Edition, 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 bidders may make written request to the City Engineer for clarification and alterations in the plans, specifications, and form of contract. Such request must be received by the City Engineer no later than 2:00 p.m. on the Wednesday first preceding the Thursday on which the bids are to be opened. The City Engineer 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. Three (3) sets 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 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:

In preparation of Drawings and Specifications, The ENGINEER has established and relied upon the following report of explorations and tests of subsurface conditions at the site of the work: *Geotechnical Exploration – Timber Creek Sanitary Sewer Line, Off Lakepointe Drive near Waters Ridge Drive, Lewisville, Texas* dated September 2020 prepared by ALPHA Testing in Dallas, Texas. The technical data contained in such report is the log of borings shown for Borings B-1 through B-4 provided in the Appendix of the report and represents the conditions only at the point of the borings at the time the borings were made and are furnished for general information only. Copies of these reports are included in these documents. Variations from the conditions indicated by the borings shall not be used as a basis for a claim of changed conditions. The CONTRACTOR may take borings at the site to satisfy themselves 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:** 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 103.4.1 Contractor’s Insurance:** Sentence 3 shall be changed to read: “Certificates of each policy be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, renewed or materially changed without 30 days advance written notice being given to the OWNER, except when the policy is being canceled for nonpayment of premium, in which case, 10 days advance written notice is required.”
9. **Item 103.4.1.1 Worker’s Compensation:** This paragraph is hereby deleted and replaced with: Workers’ compensation as required by Texas law, with the policy endorsed to provide a waiver

of subrogation as to the OWNER; employer's liability insurance of not less than \$500,000 for each accident, \$500,000 disease, - each employee, \$500,000 disease policy limit.

10. **Table 103.4.2.1(a) General Liability Insurance Minimum Coverage:** The amount of Personal and Advertising Injury and the amounts for Each Occurrence are hereby changed from \$600,000 to \$500,000.
11. **103.4.1.3 Automobiles:** This paragraph is hereby deleted and replaced with: Automobile liability, covering owned, hired, and non-owned vehicles, with a combined single limit of no less than \$500,000.
12. **103.4.2 OWNERS Protective Liability Insurance:** Delete this section
13. **103.4.3 "Umbrella" Liability Insurance:** add the following to the end of the paragraph: "Any combination of underlying and Umbrella or Excess limits can be used to provide total liability limits."
14. **103.4.5 Policy Endorsements**
 - 103.4.5.1 Endorsements:** replace entire text of item (3) with the following: "The term "OWNER" shall include all officers, officials, employees, Board and Commissions, and volunteers"
 15. **103.4.5.2. Insurance Requirements:** add the following:

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" for 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

Contractor 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 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 contractor'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, 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 section 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 section 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 Poor's.

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, JUDGEMENTS, 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 OF 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, IT'S 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 INDEMNIFY, 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 SOLEY 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.

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

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

18. **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".

19. **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."

20. **Item 105.4: "Construction Stakes" is amended to the extent that the ENGINEER** will provide initial horizontal and vertical control and construction staking for the project. The ENGINEER will provide the following construction staking:

- a. Verify and re-establish the design baseline and monuments set for horizontal and vertical control.
- b. Stake construction limits for clearing.
- c. Stake rough cut/fill stakes for grading.
- d. Stake rough cut/fill stakes for paving.
- e. Stake final cut/fill stakes for paving.
- f. Set line and grade stakes for storm drain lines.
- g. Stakes will be set at a minimum of 50-foot intervals at all PCs, PTs, PIs, grade changes, inlets, and other appurtenances. The CONTRACTOR will determine the offset distance
- h. Staking will be performed one time only. ENGINEER will make one additional trip back to the site to replace lost or destroyed stakes. Additional lost or destroyed stakes will be replaced at the CONTRACTOR'S expense.
- i. A minimum of five (5) working days' notice will be given by the CONTRACTOR. Staking requests should be addressed to the ENGINEER.
- j. The CONTRACTOR will set all blue tops and be responsible for all staking not specifically provided above.
- k. 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 any additional stakes and that the work is constructed to the lines and grades shown on the plans.

21. **Item 105.6 Supervision by Contractor:** The CONTRACTOR shall designate a **full-time superintendent, with at least 5 years of roadway and drainage experience and who also 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.

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

"The 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 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 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."

23. **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.

24. **Special Provisions to Item 107.3. 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."

25. **Item 107.12. 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.

26. **Item 107.25. Project Clean-Up:** All objectionable surplus and waste material due to construction shall be removed from the site at the CONTRACTOR'S expense.

27. **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."

28. **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.

29. **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. Construction Work at the intersection of Surf Street and

Main Street shall be performed between 11:00 p.m. and 5:00 a.m. after coordinating with 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 based on the top of range overtime rate for an Engineering Construction Inspector plus eighteen percent (18%) 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.”

30. **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.”

31. **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 as referenced in 109.2."

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.

32. 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.

B. Special Provisions to the Materials and Construction Methods of the Standard Specifications:

Only items in the Proposal are Pay Items. Other specification items will be complied with; however, their measurement and payment provisions are hereby deleted.

The price bid shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, 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 in the Proposal shall be considered a subsidiary obligation of the CONTRACTOR and all costs in connection therewith shall be included in the prices bid.

Work that is subsidiary to pay items includes, but is not limited to the following:

Additional surveying and construction staking, coordination with franchise utilities, confirming location of franchise utilities, temporary fencing, maintaining water and wastewater service to adjacent properties; sodding, topsoil and establishment of a growth of grass outside of pay limits; placement of sod in all remaining disturbed areas after contract time has expired, temporary irrigation, removal of waste material from the site; tree protection; replacement of property markers or monuments disturbed; removal of pipe (not covered in pay items), pipe fittings, bends, concrete thrust blocks, valve stack risers, concrete valve boxes, testing, replacement of landscape irrigation systems, surface drains and subdrains damaged during construction; protection against flooding; dewatering of trenches or subgrade; concrete and/or asphalt pavement replacement (in areas outside of the pay limits that was damaged by the contractor); additional traffic control not in the plans; clean up; and all other work required to complete the project and restore the areas of construction to their preconstruction condition.

Special provisions to the materials and construction methods of the Standard Specifications as applicable to the Proposal Pay Items are as follows:

1. Payment for “**Mobilization**” is based on a price bid per lump sum (LS). The amount bid for these items shall not exceed five (5) percent of the Total Amount Bid. If the bid for these items exceeds 5% of the total amount bid, the amount more than 5% will be paid on the project progress estimates throughout the duration of the project, with the amount determined by the percent complete on all other bid items for the project.
2. Payment for “**Prepare Right-of-Way**” is based on a price paid per lump sum (LS). It will include the area within the right-of-way and easement limits shown on the plans. Work includes, but is not limited to: all obstructions above or below ground such as trees, shrubs, stumps, brush, roots, vegetation, logs, trash concrete, concrete driveways, culverts, curb and gutter, asphalt pavement, fences, structures, foundations, lumber, scrap metal, abandoned appliances, sprinkler systems, abandoned utility pipes or conduits, and any other items not included as pay items elsewhere in the contract documents but

necessary for the preparation of the easement and/or permanent or temporary easements for construction.

The maintenance or relocation of street signs is considered part of this item. This item also includes the protection of any trees, shrubs, fences, structures, signs, or other items that are to be preserved or relocated as shown on the plans. This pay item also includes removal of improvements or obstructions not specifically provided for in other pay items of the bid proposal. This pay item includes the temporary relocation and reinstallation of mailboxes. All materials removed will be properly disposed of offsite in a timely manner.

Disposal of materials in City of Lewisville City limits must be taken to Waste Management.

3. Payment for “**Trench Safety System Development, Design, And Implementation**” is based on price bid per linear foot (LF) for the actual implementation of the trench safety excavation and support system required for construction activities and is total compensation for furnishing the design and all materials, tools, equipment, labor, and any other incidentals necessary to complete the work. This pay item consists of the design and implementation of a trench safety excavation and support system required for construction activities.

The Contractor must furnish a site-specific trench safety plan prior to construction. The system must meet the requirements of the Occupational Safety and Health Administration (OSHA). The Contractor is directed to become knowledgeable with the standards as set forth by OSHA and to provide a viable trench safety system at all times during construction activities. The Contractor is responsible for conforming to all trench safety regulations as prescribed by OSHA standards. This pay item includes all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system. There is no separate payment for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system. The trench safety plan must be signed and sealed by a Texas Licensed Professional Engineer.

4. Payment for the “**Remove Existing Manhole**”, is based on the price bid per each (EA) and is total compensation for removal, disposal and furnishing all labor, materials, equipment, backfill, and any other incidentals necessary to complete the work. All work to be in accordance with City of Lewisville and NCTCOG.
5. Payment for the “**Removal and Replacement of Existing Block Retaining Wall**”, is based on the bid per lump sum (LS) and includes full compensation for removal, disposal, and furnishing all labor, materials, equipment, backfill, and any incidentals necessary to complete the work. Remove and replace retaining wall as shown on the plans. All material to be equal or better-quality materials. CONTRACTOR will notify the property owner a minimum of 72 hours in advance of retaining wall removal. All work to be in accordance with the City of Lewisville.

6. Payment for “**Removal and Replacement of Existing Chain Link Fence** ” is based on bid price per linear foot (LF) and is total compensation for removal, disposal, and furnishing all labor, materials, equipment, backfill, and any incidentals necessary to complete the work. Remove and replace fencing to the right of way line or as shown on the plans. All fencing material to be equal or better-quality materials. CONTRACTOR will notify the property owner a minimum of 72 hours in advance of fence removal. All work to be in accordance with the City of Lewisville.
7. Payment for “**Furnish and Install 7-foot Dia Manhole** ” is based on bid price per each (EA) basis and is total compensation for furnishing all labor, materials, excavation, form work, concrete, reinforcing steel, backfill, equipment and any other incidentals necessary to complete the work. This item includes connecting to the sanitary sewer conduits. Construct sanitary sewer manhole in accordance with the plan details and City of Lewisville.
8. Payment for “**Furnish and Install 7-foot Dia Manhole w/ Added Depth Greater Than 6-foot**” is based on the bid per vertical foot (VF) and includes full compensation for labor, materials, and incidentals for constructing a complete manhole to the elevations shown on the plans. All work to be in accordance with the City of Lewisville.
9. Payment for “**Furnish and Install 7-foot Dia Manhole w/ Interior Drop**” is based on the bid per each (EA) and includes full compensation for furnishing all labor, materials, equipment, delivery, excavation, embedment, backfill, manhole frame and cover, steps, connections, drop connections, foundations, and any other incidentals necessary to complete the work. This pay item will consist of the installation of concrete sanitary sewer manholes with interior drop connections of the specified diameter and ductile iron bolt down lid in the locations and to the depths shown on the plans. The manhole will include all appurtenances necessary for a complete manhole installation.
10. Payment for “**Furnish and Install 8-foot Dia Doghouse Manhole**” is based on bid price per each (EA) basis and is total compensation for furnishing all labor, materials, excavation, form work, concrete, reinforcing steel, backfill, equipment and any other incidentals necessary to complete the work. This item includes connecting to the sanitary sewer conduits. Construct sanitary sewer manhole in accordance with the plan details and City of Lewisville.
11. Payment for “**Furnish and Install 8-foot Dia Doghouse Manhole w/ Added Depth Greater Than 6-foot**” is based on the bid per vertical foot (VF) and includes full compensation for labor, materials, and incidentals for constructing a complete manhole to the elevations shown on the plans. All work to be in accordance with the City of Lewisville.
12. Payment for “**Furnish and Install Temporary Bypass Pumping**” is based on the bid per lump sum (LS) and includes full compensation for labor, materials, and incidentals for bypass pumping to avoid disrupting sewer flow during construction of the new sewer main.

The CONTRACTOR must have pumps on the job site capable of handling the peak wet weather flow at the location shown in the plans. The CONTRACTOR must have staff available 24/7 to monitor pumps when pumps are running. The location of each service line be determined prior to construction. The unit price includes all measures required to maintain sanitary sewer service at each residence during construction of the new main.

13. Payment for **“Remove and Dispose of Concrete Flatwork (Driveways, Sidewalk)”** is based on the price bid per square foot (SF) and includes the cost of saw cutting, removing, and disposing off-site the existing pavements, curb and gutter, driveways, alleys, sidewalks, flumes, concrete-lined channel and riprap. Neatly sawcut flatwork along straight lines as shown on the plans and to the nearest joint.
14. Payment for **“Unclassified Excavation”** is based on the bid per cubic yards (CY) and is compensation for furnishing all labor, materials, equipment, and any other incidentals necessary to complete the work. All excavation, grading, embankment, and wasting of surplus and unsuitable material are included in this bid item. This item includes over-excavation of deleterious materials and replacement with competent soils or material as required.
15. Payment for **“Replace 5-inch Concrete Sidewalk”** is based on the price bid per square foot (SF) and is total compensation for furnishing all labor, materials, equipment and any other incidentals necessary to complete the work. Construct concrete sidewalks in accordance with the City of Lewisville Standard Details and plan details. Connection to existing concrete sidewalks is subsidiary to this item.
16. Payment for **“Replace Concrete Driveway”** is based on the bid per square yard (SY) and includes full compensation for labor, materials, and incidentals to include the cost of saw cutting, removing, and disposing off-site the existing pavement, curb and gutter, driveways, alleys, sidewalks, flumes, concrete lined channel, and rip rap. Neatly sawcut all flatwork along straight lines and to the nearest joint in location shown in plans. Connection to existing concrete driveway is subsidiary to this item. All work will be in accordance with City of Lewisville and NCTCOG.
17. Payment for **“Replace 6-inch Curb and Gutter”** is based on the bid per linear foot (LF) and will include full compensation for labor, materials, and incidentals to include the cost of saw cutting, removing, and disposing off-site the existing pavement, curb and gutter, driveways, alleys, sidewalks, flumes, concrete lined channel, and rip rap. Neatly sawcut all flatwork along straight lines and to the nearest joint in location shown in plans. Construct concrete curb and gutter in accordance with the City of Lewisville Standard Details and plan details. Connection to existing concrete curb and gutter is subsidiary to this item. All work will be in accordance with City of Lewisville and NCTCOG.
18. Payment for **“Sawcut, Remove, and Replace Concrete Pavement 6-inch Thick”** is based on the bid per square yard (SY) and includes full compensation for labor, materials, and incidentals to include the cost of saw cutting, removing, and disposing off-site the existing pavement, curb and gutter, driveways, alleys, sidewalks, flumes, concrete lined channel and rip rap. Neatly sawcut all flatwork along straight lines and to

the nearest joint in location shown in plans. All work will be in accordance with City of Lewisville Standard Details in the locations shown in the plans and NCTCOG.

19. Payment for **“Seeding and Site Restoration, Including All Related Items”** is based on the price bid per square yard (SY) and is total compensation for furnishing all materials, equipment, and labor including fine grading, placing the topsoil and hydromulch seeding or solid sod, rolling and tamping, fertilizing, water, disposal of waste materials, and any other incidentals necessary to complete the work. Payment is based on plan quantities given in the bid schedule for this item.

Install soil retention blanket on all side slopes where specified immediately after seeding. Use American Excelsior Company Curlex I Soil retention blanket or approved equal.

Install soil retention blanket by rolling mat parallel to the direction of water flow and in accordance with manufacturer's recommendations. No more than 50% of this item will be paid until 100% grass coverage has been established to the satisfaction of the Owner.

This pay item consists of all work, materials and incidentals necessary to restore grass in all disturbed areas to an equal or better condition than prior to construction. Disturbed areas along the length of the project will be fine graded and cut to receive grass as determined by the Owner. Place topsoil in low areas to bring them to grade. Topsoil will consist of a friable, dark clayey loam material that is free of lumps, stones, and other extraneous material obtained from borrow sources. Unless otherwise directed by the Owner, grass matching the species that existed prior to construction or the species adjacent to the disturbed areas will be placed in all disturbed areas where improved lawn or established turf existed prior to construction.

Contractor is required to water, establish growth, and protect and repair any damaged areas until completion and final acceptance of the project by the Owner. It is the intent of the Owner that all disturbed areas along the project be restored. If there are areas outside of the project limits that are disturbed by the Contractor during the performance of this work, those additional areas will be restored in accordance with the requirements provided herein at the Contractor's sole expense. Work will be in accordance with City of Lewisville and NCTCOG Item 202.5.

20. Payment for **“Point Repairs (10 LF Each)”** is based on the price bid per each (EA) and is total compensation for furnishing all labor, materials, equipment and any other incidentals necessary to complete the work. Excavate and perform point repairs accordance with the City of Lewisville Standards Details and plan set and NCTCOG.
21. Payment for **“Erosion Control/Bank Stabilization”** is based on the price bid per lump sum (LS). The amount bid for this item is paid over the duration of the project with the amount paid on each monthly progress estimate determined by the percent complete on all other bid items.

This item includes installation and maintenance of silt fence, construction entrances, inlet protection, rock check dams, other erosion control features, and all costs for preparing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP), from the beginning of construction through final acceptance and establishment of grass coverage, including all fees and costs associated with submitting an NOI and not for both the CONTRACTOR and the City.

It is the CONTRACTOR's responsibility to develop a SWPPP. the CONTRACTOR must submit 2 copies of the plan to the Owner for general conformance review. Once the SWPPP is deemed acceptable, the CONTRACTOR must obtain a National Pollutant Discharge Elimination System (NPDES) permit. The SWPPP is to be kept on the construction site and implemented throughout the construction duration. Once construction is complete, the system will be dismantled and removed from the site.

22. Payment for **“Removal of Existing Trees”** is paid for on an each (EA) basis and is total compensation for removal, disposal and furnishing all labor, materials, equipment, backfill, and any other incidentals necessary to complete the work. This item includes the costs of removal and disposal of trees 6 inches in diameter (measured at a height of 4.5 feet above the ground) or greater as determined by the Engineer or City inspector. Costs include the complete removal and disposal of tree, stumps, roots, and debris. Remove all organic material. Furnishing and compacting the replacement soil for tree removal area is subsidiary to this bid item. Costs to remove and dispose of trees less than 6 inches in diameter and identified by City inspector to be removed will be included in Bid item 2, “Prepare Right-of-way”.

Only remove trees, landscaping, and plantings located within the right-of-way. Protect all other trees and landscaping from damage as shown in the plan details.

23. Payment for **“Replacement of Existing Trees”** is based on an each (EA) basis and is total compensation for replacement, and furnishing all labor, materials, equipment, and any other incidentals necessary to complete the work. All work will be in accordance with City of Lewisville.
24. Payment for **“Traffic Control Plan Development, Design, Permitting, and Assumption of Responsibility for Plan and Control ”** is based on a price bid per lump sum (LS). This pay item consists of furnishing, installing, maintaining, and removing the required traffic control devices during each phase of construction in accordance with the approved traffic control plan and TMUTCD. Inclusive with this pay item is to give the required adequate notification and instruction of two weeks to adjacent businesses and

property owners and to the traveling public regarding interruptions or changes to established traffic flow patterns to, from, and along the work site.

This item includes detours, barrels, panels, arrow boards, removing striping, temporary lane lines or markers, construction signing and barricades, construction pavement markers, temporary asphalt, message boards, and all other work required to provide for passage of vehicular traffic for all phases of construction. Maintain vehicular and pedestrian access to all houses and businesses at all times. The amount bid for this item will be paid over the duration of the project with the amount paid on each monthly progress estimate determined by the percent complete on all other bid items.

25. Payment for **“Inspection Pre-Construction Cleaning and CCTV”** is based on linear foot (LF). Total compensation will include all labor, equipment, and incidentals to complete the work. Recordings will be supplied to the Owner’s Representative on a DVD or Flash Drive. The CONTRACTOR will make repairs on the existing sanitary sewer pipe if the Owner’s Representative notes problems with the pipe structure, grade, pulled joint, etc. due to construction activity around the sewer pipe, at the CONTRACTOR’s expense. If repairs are required, another television inspection of the repaired area may be made after repairs are complete if deemed necessary by the Owner’s Representative, at the CONTRACTOR’s expense. Repairs will be made to the satisfaction of the City of Lewisville.
26. Payment for **“Inspection Post-Construction Cleaning and CCTV”** will be based on bid price per linear foot (LF). Total compensation will include all labor, equipment, and incidentals to complete the work. Recordings will be supplied to the Owner’s Representative on a DVD or Flash Drive. The CONTRACTOR will make repairs on installed pipe if the Engineer or Owner notes problems with the pipe structure, grade, pulled joints, etc. at the CONTRACTORs Expense. If repairs are required, another television inspection of the repaired area may be required deemed necessary by the Owner’s Representative, at the CONTRACTOR’s expense.
27. Payment for **“Remove and Replace Sprinkler (Pipe, Electrical, Heads)”** is paid for on a lump sum (LS) basis and is total compensation for removal, disposal and furnishing all labor, materials, equipment, and any other incidentals necessary to complete the work. Work will be in accordance with City of Lewisville.
28. Payment for **“Pavement Markings and Signage”** is paid for on a lump sum (LS) basis. This item includes all costs for the installation of all permanent pavement markings, all permanent and regulatory signs (including pole mounted street name signs), and the relocation of existing signs. All conflicting striping and signage will be removed and considered subsidiary to this bid item.
29. Payment for **“Replace Frame and Cover”** is based on price per bid per each (EA) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.

30. Payment for “**Remove and Replace w/ Composite Frame and Cover**” is based on price per bid per each (EA) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
31. Payment for “**Remove and Replace Missing Bolts (Per Cover)**” is based on price per bid per each (EA) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
32. Payment for “**Repair Frame Seal**” is based on price per bid per each (EA) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
33. Payment for “**Repair Pipe Seal**” is based on price per bid per each (EA) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
34. Payment for “**Apply Cementitious Coating to Manhole**” is based on the bid per vertical foot (VF) and to include full compensation for labor, materials, and incidentals for internal manhole coatings system to be applied to manholes identified in the plans. Work will be in accordance with City of Lewisville Standard Details and NCTCOG.
35. Payment for “**Chemical Grout Lower 18-inches**” is based on price per bid per each (EA) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
36. Payment for “**Internal Debris Removal**” is based on price per bid per cubic yard (CY) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
37. Payment for “**Furnish and Install Temporary Manhole (FRP/PVC/Concrete) over Existing Pipeline**” is based on price per bid per each (EA) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
38. Payment for “**Flowable Fill**” is based on price per bid per cubic yard (CY) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
39. Payment for “**Manhole Grade Adjustment**” is based on price per bid per each (EA) and will be total compensation for furnishing all labor, materials and equipment to complete the necessary work. All work will be in accordance with City of Lewisville and NCTCOG.
40. Payment for “**36-inch Cured In Place Pipe (CIPP) Rehabilitation or Approved Equal**” or approved equal, is based on the price bid per linear foot (LF) and is the total

compensation for furnishing all labor, materials, and equipment, including testing all lines, hydrophilic end seal sleeve, reinstatement of service connections, excavation, embedment, backfill, and incidental necessary to complete the work shown in the contract documents. A partial payment of 30% inclusive of the standard 5% retainage, for bid items for all sanitary sewer pipe will be withheld until the sanitary sewer has been successfully tested. Sewer tests include television inspection, mandrel deflection test, and air test. The CONTRACTOR is responsible for taking any necessary precautions or construction measures necessary to protect and support existing utilities. Work to be in accordance with City of Lewisville and NCTCOG Division 600. Any required bypass pumping required for this pay item to be accounted for in Bid Item #12, page SP-15.

41. Payment for **“42-inch Cured In Place Pipe (CIPP) Rehabilitation or Approved Equal”** is based on the price bid per linear foot (LF) and is the total compensation for furnishing all labor, materials, and equipment, including testing all lines, hydrophilic end seal sleeve, reinstatement of service connections, excavation, embedment, backfill, and incidental necessary to complete the work shown in the contract documents. A partial payment of 30% inclusive of the standard 5% retainage, for bid items for all sanitary sewer pipe will be withheld until the sanitary sewer has been successfully tested. Sewer tests include television inspection, mandrel deflection test, and air test. The CONTRACTOR is responsible for taking any necessary precautions or construction measures necessary to protect and support existing utilities. Work to be in accordance with City of Lewisville and NCTCOG Division 600. Any required bypass pumping required for this pay item to be accounted for in Bid Item #12, page SP-15.
42. Payment for **“Removal of Existing 24-inch Ring & Cover, Grade Ring(s), and Cone Assembly of Existing Manholes to be used for CIPP Liner Insertion”** is based on the price bid per each (EA) and will be full compensation for the complete removal, disposal, and all labor, materials, equipment, backfill, and any other incidentals necessary to complete all work. All work will be in accordance with City of Lewisville and NCTCOG.
43. Payment for **“New Concrete Cone Assembly (all manhole diameters) for Manholes to be used for CIPP Liner Insertion”** is based on the price bid per each (EA) and will be full compensation for the complete removal, disposal, and furnishing all labor, materials, equipment, backfill, and any other incidentals necessary to complete all work. All work will be in accordance with City of Lewisville and NCTCOG.
44. Payment for **“New 30-inch Ring & Cover and Grade Adjustment Rings for Manholes to be used for CIPP Liner Insertion”** is based on an each (EA) basis and is total compensation for replacement, and furnishing all labor, materials, equipment, and any other incidentals necessary to complete the work. All work will be in accordance with City of Lewisville.
45. Payment for **“12-Inch PVC ASTM D3034 (SDR-26) by Open Cut”** sanitary sewer lines shall be made on the basis of the price bid per linear foot (LF). Should the existing sanitary sewer main be disrupted, the Contractor shall use bypass sewage pumping to avoid disrupting sewer flow during construction of the new sewer main. The cost of sewage

pumping shall be covered under these bid items. There will be no separate pay for sewage pumping. The Contractor shall have pumps on the job site capable of handling the flow. Refer to Lewisville Sanitary Sewer Standard Detail Sheets. The unit price bid for this item shall consist of all materials, equipment, labor, tools, fittings and incidentals necessary to complete the work. The location of each service line shall be determined prior to construction. The unit price shall include all measures required to maintain sanitary sewer service at each residence during construction of the new main.

46. Payment for “**21-Inch PVC ASTM D3034 (SDR-26) by Open Cut,**” sanitary sewer lines shall be made on the basis of the price bid per linear foot (LF). Should the existing sanitary sewer main be disrupted, the Contractor shall use bypass sewage pumping to avoid disrupting sewer flow during construction of the new sewer main. The cost of sewage pumping shall be covered under these bid items. There will be no separate pay for sewage pumping. The Contractor shall have pumps on the job site capable of handling the flow. Refer to Lewisville Sanitary Sewer Standard Detail Sheets. The unit price bid for this item shall consist of all materials, equipment, labor, tools, fittings and incidentals necessary to complete the work. The location of each service line shall be determined prior to construction. The unit price shall include all measures required to maintain sanitary sewer service at each residence during construction of the new main.
47. Payment for “**Remove Existing Sanitary Sewer Line**” shall be made on the basis of the price bid per linear foot (LF) and shall be total compensation for removal, disposal and furnishing all labor, materials, equipment, backfill, and any other incidentals necessary to complete the work.

C. Special Specifications

1. Shop Drawings:

The CONTRACTOR shall submit four copies of shop drawings to the OWNER for all proposed materials. CONTRACTOR shall keep one (1) set of prints for making construction notes and mark-ups for submittal of as-built drawings.

2. **Property Owner Notification/Approval:**

The Contractor must notify all affected property owners 30 days prior to accessing the property. Notification must be made by certified mail with a copy of the letter, certified mail receipt and domestic return receipt submitted to the City. The CONTRACTOR shall obtain a written letter of approval from the affected property owners prior to city acceptance of the work.

3. Inspection:

The word “inspection” or other forms of the word, as used in the contract documents for this project shall be understood as meaning the OWNER’S Representative will observe the construction on behalf of the OWNER. The OWNER’S Representative will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the contract documents, but he will not be a guarantor of the CONTRACTOR’S performance.

4. Construction signing shall be placed on new 4” X 4” wooden posts (two required except “Street Construction Ahead” may be on one post). Upon post removal, the holes shall be filled and compacted. Signs shall be new.
5. Street signs shall be mounted in accordance with TxDOT standard details. All posts and hardware shall be galvanized in accordance with Item 445 – Galvanizing, contained in the Standard Specifications for Construction of Highways, Streets, and Bridges, published by the Texas Department of Transportation.
6. The CONTRACTOR shall provide detour signs, barricades, barrels, vertical panels, flashing lights, construction pavement markers, construction and maintenance signs, construction lights, construction speed limit signs, channelizing devices, and flagmen as required providing for the safety of the traveling public. These items shall be in accordance with the traffic control plan and the recommended practices of the “Texas Manual on Uniform Traffic Control Devices for Streets and Highways”, latest edition. The installation of “Street Construction Ahead,” “Utility Construction Ahead” and “End Construction” signs shall be made and such approved at least 48 hours prior to any construction or the moving of any equipment or materials onto or nearby the site.
7. The CONTRACTOR shall provide a project sign at that site with active construction, the cost of which will be subsidiary to the various bid items. Signs will be installed as directed by the City. The City will provide the CONTRACTOR with information with regards to the size of lettering, content, and size of signs (see detail at back of spec book). The two project signs shall be relocated, as directed by the City, as the work locations progress within each stage of construction.

8. Construction signing shall not be removed from the project until approved by the OWNER.
9. No existing street shall be closed except upon written authority from the OWNER.
10. The CONTRACTOR shall remove all trees, stumps, vegetation, roots, brush, logs, shrubs, plants, and landscaping within the right-of-way. All trees, stumps, slashings, brush, other debris or deleterious material generated as a part of this work shall be removed from the project. Any required disposal permits shall be in the sole responsibility of the CONTRACTOR. All stumps shall be grounded to below the finished grade, using a stump grinder. Tree branches that overhang into the right-of-way shall be trimmed by the CONTRACTOR, if required, to facilitate the construction. Tree removal or trimming shall be paid for as a part of the bid item "Prepare Right of Way".

Trees to remain outside the right-of-way or easement on private property will be protected from damage by the CONTRACTOR. Employees of the CONTRACTOR (his subcontractors) will not part closer than ten (10) feet to any tree that is to remain.

11. The CONTRACTOR shall coordinate his activities with other CONTRACTOR'S working within, and close proximity to the project. To facilitate cooperation, regular progress meetings will be held among all CONTRACTOR'S.
12. Water and sanitary sewer service shall be maintained for all properties during construction. This includes the construction of temporary connections, if required. Temporary connections shall be considered subsidiary to the various bid items.
13. **Backfill.** As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources and be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed embankment shall be placed in layers not more than ten (10) inches in depth (loose measurement). Backfill which will support any portion of the embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil. Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil and compacted to that density by means of mechanical tamps or rammers.

The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment. When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and ten (10) inch lifts (loose measurement) specified above may be increased to lifts not to exceed twelve (12) inches.

Payment for backfill will be measured by the cubic yard and includes placing, sprinkling and compaction of material; constructing any cofferdams; dewatering, if required; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, disposition of surplus material; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth which is measured and paid for

as required under Item 4, "Trench Safety."

14. At the end of each day, the CONTRACTOR shall prepare the work to the satisfaction of the OWNER.

15. Prior to beginning construction, the CONTRACTOR shall contact all utility companies with utilities in the area and the property owners, 48 hours in advance of starting work. If necessary, test ditches will be dug to verify actual locations and conditions.

Frontier (Attn: Carl Shipman).....	972-318-3245
Texas-New Mexico Power Company (Attn: Carlos Estrada).....	972-353-5006
Coserv (Attn: Jody Padron)	940-321-7800
AT&T (Attn: Eric Williams).....	214-467-5492
Spectrum Cable (Attn: Mathew Bossart).....	972-670-1222
Grande Communications (Attn: Mike Bowden)	972-410-0592
United Private Networks (Attn: Tom Marvel).....	972-841-5695
City of Lewisville Public Services (Attn: Kelly Rouse).....	972-219-50787
City of Lewisville Fiber (Attn: Clarence Loggins)	972-219-5044
United States Post Office.....	(Fax) 972-436-7230
Atmos Energy (Attn: Patrick McKenzie)	972-360-4428
For line locates, call.....	811

16. Information shown on these plans concerning type and location of underground utilities is not guaranteed to be accurate or all-inclusive. The CONTRACTOR is responsible for making his own determination as to type and location of underground utilities as may be necessary to avoid damage thereto. The CONTRACTOR shall verify location of underground pipelines, conduits and structures by contacting the owners of the underground facilities and prospecting in advance of excavation operations. The CONTRACTOR shall pay for all repairs of damaged of utilities resulting from the construction of this project and no additional payment will be made by the CITY.

Furthermore, whenever the OWNER requests the CONTRACTOR to uncover any water line, sewer line or pipe line, or any other underground utility line well in advance of his construction activity in order to confirm locations of utilities, the CONTRACTOR shall comply with the OWNER'S request.

17. Boundary fences or other improvements removed to permit this construction shall be replaced in the same location as specified on the plans. Temporary fencing shall be installed as required and subsidiary to contract.

18. The CONTRACTOR shall at all times keep the job site as free from all material, debris and rubbish as is practical and shall remove same from any portion of the job site as construction of that portion is completed. No item of work will be considered complete for payment purposes until required cleanup has been performed.

Upon completion of the work, the CONTRACTOR shall remove from the site all plants, materials, tools and equipment belonging to him and leave the site with an acceptable appearance.

19. No material, which has been used by the CONTRACTOR for any temporary purpose whatever, is to be incorporated in the permanent structure without written consent of the CITY.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where words “equivalent”, “proper”, or “equal to” are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent to, or equal to some other thing, in the opinion or judgment of the ENGINEER. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words “or equal to” or other such expressions may be used in the specifications in connection with a material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the ENGINEER, and the ENGINEER shall have the right to require the use of such specifically designated material, article or process.

20. The CONTRACTOR’S attention is directed to the requirement by Item 505.1 Open Cut – General Conduit Installation in the Standard Specifications for Public Works Construction. Specifically the last paragraph of 505.1.6 the CONTRACTOR is required to provide, and to install at the end of each working day or when work is suspended, a temporary plug or watertight seal in the end of the utility main being installed under this contract. All caps(plugs) used shall be manufactured by the supplier of the pipe being used, or approved equal.
21. The following material tests will be required for the project:
 - a. Channel Embankment and Pavement Subgrade: The testing laboratory will make tests of in-place density in accordance with ASTM D 6938-08 of points selected by the City Inspector. A minimum of two field density tests shall be conducted per lift for each 5,000 square feet of compacted area, except that in critical areas such as around and over structures, the frequency of tests may be reduced to one test per 2,500 square feet.
 - b. Trench Backfill Compaction: All trench backfill under roadbed areas shall be mechanically compacted as required by North Central Texas Council of Governments Specifications and these special site-specific specifications. The testing laboratory will make tests of in-place density in accordance with ASTM D 698 of points selected by the City Inspector. All trenches shall be compacted to 95% of standard Proctor maximum dry density within the range of 1% below and 3% above the material’s optimum moisture content. A minimum of one density test will be made for each 100 linear feet of every 8 inch loose lift of fill for water, storm drain and sanitary sewer construction. When backfill tested fails to meet the required density, trench backfill in the vicinity of the test, i.e. for a minimum of 50 feet in both directions from the test location, shall be removed and replaced with compaction. Thereafter, three tests shall be performed on the material removed and replaced, to determine if it is in accordance with the project compaction requirements.
 - c. Concrete: Four standard 6-inch test cylinders shall be made from each type or strength of concrete for each pouring operation, but not less than five cylinders from each 100 yards of concrete placed. For twenty-eight (28) day concrete test cylinders shall be made and cured, as prescribed by ASTM Specification C-31, and broken, one at seven (7) days, two at twenty-eight (28) days, and hold one, as prescribed by ASTM Specification C-39. For three (3) day concrete test cylinders shall be made and cured, as prescribed by ASTM Specification C-31, and broken, two at three (3) days, one at

seven (7) days, and hold one, as prescribed by ASTM Specification C-39.

- d. Concrete Thickness Test: The CONTRACTOR shall have the new pavement and channel cored (1-inch diameter) for thickness testing. In addition to the number of cores for concrete testing, one core shall be required at each area that is hand-poured pavement. The CONTRACTOR shall pay the cost of coring concrete. A City Inspector must be present when coring is performed. The OWNER shall determine the locations for taking cores.
22. Valves, fire hydrants, meter boxes, and cleanout shall be located outside the future sidewalk areas.
23. Existing concrete pavement, sidewalks, driveways, curb, asphalt pavement, curb and gutter, or concrete channel paving to be removed, shall be sawed along neat lines where portions are to be left in place. When sidewalks must be removed, full panels shall be removed and then replaced.
24. Grout used to fill abandoned water and sanitary sewer lines shall be a basic grout mix consisting of Portland cement, mortar sand and foam (air entrainment) resulting in a prodThe mixed consistency shall be such that the grout can flow into and fill the pipeline, with no voids.
25. The CONTRACTOR shall furnish and install permanent pavement markings at locations as shown on the plans. The elimination of existing raised pavement markers and markings, and the surface preparation required prior to installation of new signs and markings shall be considered subsidiary to the bid item for "Pavement Markings and Signage". All pavement markings and signs will be in accordance with the Texas Department of Transportation (TxDOT) Standard Specifications for the Construction of Highways, Streets, and Bridges, as well as in accordance with TxDOT standard drawings for signs. Wood shall not be used in the construction of permanent signs or their supports.
26. All excavated earth in excess of that required for backfilling shall be removed from the project site and disposed of in a satisfactory manner. All materials removed shall be properly disposed of offsite in a timely manner. Disposal of materials in City of Lewisville City limits must be taken to Waste Management.
27. Valves, fire hydrants, meter boxes, and cleanout shall be located outside the future sidewalk areas.
28. **Select Fill**
Select Fill soils shall consist of clayey sand or sandy clay material with a Liquid Limit less than or equal to 45 and a Plasticity Index between 8 and 20. Select Fill shall be free from vegetation or other objectionable material. The material shall come from an approved site, and the CONTRACTOR shall submit samples of the material for approval prior to use. Delivery tickets shall be furnished to the City for each load of material. The ticket shall clearly state the source of the material. The Select Fill material shall be placed in loose lifts not exceeding 8 inches and shall be compacted to between 95% and 100% of standard proctor density (ASTM D 698). The moisture content of the Select Fill soils shall be between -2 and 5 percentage points of the optimum moisture value. **Fill shall be placed in accordance with the Geotechnical Report for the project and General Notes for Soils and plan sheet 2.**

29. **Grouted Rock Riprap**

Grouted rock riprap shall conform to North Central Texas Council of Governments specification 803.3 RIPRAP.

30. All trench backfill under roadbed areas shall be mechanically compacted as required by North Texas Council of Governments Specifications.
31. Positive drainage shall be established during the initial phase of grading and maintained throughout construction. Any softening or saturation of any lift will necessitate removal and replacement of the affected area. Where surface drainage channels are blocked during construction, they shall be restored to their original grade and cross-section.
32. Delays associated with delivery of materials by the manufacturer will not be considered for any extension of contract time. It shall be the sole responsibility of the CONTRACTOR to assure that the materials are manufactured and delivered on time.
33. The CONTRACTOR shall furnish and install permanent pavement markings at locations shown on the plans. The elimination of existing raised pavement markers and markings, and the surface preparation required prior to installation of new signs and markings shall be considered subsidiary to the bid item for "Pavement Markings and Signage." All pavement markings and signs will be in accordance with the Texas Department of Transportation (TxDOT) Standard Specifications for the construction of Highways, Streets and Bridges as well as in accordance with TxDOT standard drawings for signs. Wood shall not be used in the construction of permanent signs or their supports.

34. **Construction in DCTA Right-of-Way**

The access manhole for the lining project is not within 25' of the track. The Federal Railroad Association (FRA) rules state that if a contractor is working within 25' or less from the nearest running rail is working with equipment that has the potential to foul the track, they must have some form of protection. So, if the contractor can access the manhole without encroaching within this foul zone, no flagging or right-of-entry is required. If a concrete pump with a very tall boom, or access from the rail side is needed, the contractor will require protection while that work is taking place.

35. **Construction Sequencing and Temporary Traffic Control**

The construction sequencing and traffic control plans shown on the construction plans shall be considered the minimum requirements necessary to construct the project. Additional measures may be needed to address local traffic control issues and additional sequencing not covered by the construction plans. Prior to construction, the CONTRACTOR will be required to submit a detailed construction sequencing and temporary traffic control plan to address all issues not covered by the construction plans. A schedule shall also be submitted to address times of completion of each stage of the construction sequence and projected dates of road closings, detours, and utility interruptions. The CONTRACTOR shall update this schedule on a monthly basis.

The construction schedule shall address measures to be taken in the event of heavy rain or wet weather during construction. If, in the opinion of the City, wet weather renders unpaved streets or driveways impassable to traffic or prevents access to adjacent property by residents, the CONTRACTOR shall place gravel or crushed stone in the streets. The cost of furnishing or placing such materials shall be incidental to the unit cost of the various items

of construction. CONTRACTOR'S personnel shall be on call 24 hours a day to handle wet weather problems.

Proper notification must be given to all affected property owners at least 48 hours in advance of all construction operations **including saw cutting**.

No street shall be closed except upon written authority from the OWNER.

The CONTRACTOR shall provide all barricades, signing, and traffic control devices required for maintaining traffic flow.

At the end of each day, trenches shall be backfilled and streets maintained in an all-weather condition by the addition of asphalt millings, crushed stone or other means approved by the Engineer when permanent pavement is not in place. The temporary surface shall be maintained until permanent pavement is placed. This work shall be subsidiary to the Proposal Bid Items.

Construction signing shall not be removed from the project until approved by the OWNER. **Construction signing shall be maintained in good working condition throughout the duration of the project.**

36. **Block Sodding with 4-Inch Depth Topsoil**

Item 202.2 Topsoil and Item 202.5 Sodding of the Standard Specifications area hereby deleted and replaced with this specification. Item 202.4 Fertilizer is hereby revised as indicated below.

- a. Description – The CONTRACTOR shall provide topsoil and block sod to all designated areas. The CONTRACTOR shall water, mow and protect the seeded areas until acceptance. Acceptance will not be made until all seeded areas are in full growth with a well-established root system. No on-site topsoil shall be used for establishing grass. **The CONTRACTOR shall provide imported topsoil obtained from a commercial source.**
- b. Preparation of Areas – All areas to receive topsoil and sod shall be graded to the lines, grades and cross-sections shown on the plans and as provided for in other items of this contract, with the surface grade set four (4) inches low to allow for the placement of 4-inch depth topsoil plus sod. All rocks and foreign material shall be raked off the surface prior to the placement of topsoil.
- c. **Imported Topsoil - Imported topsoil shall be obtained from an approved commercial source. Topsoil shall consist of natural, fertile, friable, screened, dark-colored sandy loam. It shall contain no acidity or alkalinity detrimental to plant growth. It shall contain no subsoil, lumps, stones, roots or other foreign matter.**
- d. Grass Type – Sod shall be of the same type as on areas adjacent to the area being sodded.
- e. Block Sodding – Sod blocks shall be carefully placed on the prepared areas. Sod shall be so placed that the entire designated area and disturbed areas shall be covered. Any voids left in the block sod shall be filled with additional sod and tamped. The entire sodded areas shall be rolled and tamped to form a thoroughly compact solid mass. When necessary the sodded areas shall be smoothed after planting has been completed and shaped to conform to the cross-section. Any excess dirt shall be removed to give a neat appearance.

- f. Fertilizer – Fertilizer shall conform to the requirements of Item 202.4, Fertilizer of the Standard Specifications. Fertilizer shall be applied at the rate of 400 pounds/acre and be considered subsidiary to bid item “4-Inch Topsoil and Sodding”. Section 202.4.4, Measurement and Payment is hereby deleted.
- g. Watering – Sodded areas shall be watered by the CONTRACTOR as required to promote rapid growth of grass without unnecessary delay. The CONTRACTOR shall install a temporary irrigation system to water the grass in areas not covered by the permanent irrigation systems. Re-sodding shall be performed immediately, when required, without delay. Temporary irrigation, re-sodding, and replacing eroded topsoil are incidental to the contract.
- h. Acceptance – The CITY will accept sodding as complete upon establishment of a growth of grass covering all areas requiring seeding. The CONTRACTOR shall mow and maintain the grass until accepted.
- i. Payment – Payment will be per plan quantity. No measurement will be made. Topsoil, sod and fertilizer required in areas disturbed by the CONTRACTOR outside of the designated areas shall be incidental to the project and not paid for separately. The CONTRACTOR shall pay for all water costs until grass is accepted by the CITY.

37. **Reinforced Concrete Paving for City Streets and Sidewalk**

Reinforced concrete pavement shall be installed in accordance with the construction plans and Item 303 of the Standard Specifications. Sidewalks shall have a minimum compressive strength of 3,000 PSI @ 28 days. No super plasticizers will be allowed in concrete mixes. The minimum cement ratio shall be 8.0 sacks per cubic yard for 4,200 PSI @ 3 days concrete. Fly ash will not be permitted in street and sidewalk concrete on the project. Bar chairs area required to support reinforcing steel and dowel bars. Hand finish of concrete pavement will not be a separate pay item on the project.

Reinforcing steel shall be 60-ksi steel, No. 4 bars placed on 18-inch center-to-center spacing each way. All work required for joints (including anchor joints), sawcutting joints and joint sealant is included in these items.

Maximum joint spacing shall be 15 feet.

The CONTRACTOR shall submit mix designs and concrete break histories for approval prior to construction.

38. **Storm Water Prevention Pollution Plan (SWPPP)**

It shall be the full responsibility of the CONTRACTOR to acquire and comply with any and all permits as may be required to avoid delay of the project.

Prior to construction, the CONTRACTOR shall comply with Federal and State storm water management regulations. The plan shall employ measures to prevent erosion and siltation from the construction disturbance from reaching stream beds, channels, storm water structures, ponds, etc. The plan shall comply with the requirements of the “Integrated Storm Water Management Design Manual for Construction” published by NCTCOG. In the event of a conflict between these requirements and Federal and State pollution control laws, rules, and regulations or other Federal, State or Local agency laws, rules, and regulations, the more restrictive shall apply. The release of the plan for construction by the CITY in no way

relinquishes the CONTRACTOR of all responsibility and liability for the pollution control. The CONTRACTOR shall be solely responsible and liable for all activities at the construction site necessary for compliance with Federal and State storm water regulations and the Storm Water Pollution Prevention Plan for the site.

The SWPPP shall conform to the following City of Lewisville requirements:

- a. All site-specific information required by the TCEQ Construction General Permit (Part III, Section F) must be included in the SWPPP. Restatement of information directly from the Construction General Permit is not acceptable. The CONTRACTOR must describe specifically what measures are planned at the construction site.
- b. All signature documents must be signed and dated prior to submittal for review. This includes SWPPP certifications, Notices of Intent (NOI), Construction Site Notices, and Inspector Delegation Letters. If there are multiple Operators for the project, each Operator's signature documents must be signed and dated. The City of Lewisville will complete its own signature documents during the review process. All forms must be signed by an appropriate signatory authority, and include the person's job title, where required. SWPPPs without the proper signatures will be returned without review.
- c. The specific inspection schedule must be described in the SWPPP. The CONTRACTOR must clearly state whether he will be implementing the 14-day (and within 24 hours after a ½ inch rainfall) schedule, or the 7-day schedule.
- d. The CONTRACTOR must include a copy of the inspection form that will be used. The form must include the required certification statement and allow for signature by the inspector, as required by the Construction General Permit.
- e. The SWPPP must include a section in which to document the dates of the following activities: when major grading activities occur; when construction activities temporarily or permanently cease on a portion of the site; the dates when stabilization measures are initiated. If there is no section for this information, the CONTRACTOR must document the information on the inspection reports, and the CONTRACTOR must state in the SWPPP that the information will be documented in this manner.
- f. The SWPPP must describe what types of temporary and/or permanent stabilization will be implemented at the site. For example, if the plan is to seed the disturbed area and maintain it until a uniform, established vegetative growth is achieved, then this must be detailed in the SWPPP.
- g. The CONTRACTOR must identify the erosion and sediment controls that are planned at the site, including sweeping activities. All structural controls (i.e. silt fence, check dams, rock entrances) must be shown on the site map. The CONTRACTOR must also describe how he plans to maintain those erosion and sediment controls in proper working order.
- h. The SWPPP must include both a General Vicinity Map and a Detailed Site Map. The site map must include all of the information listed in Part III, Section F (g) of the Construction General Permit. The CONTRACTOR may use the Erosion Control map from the Construction Plans, provided that it includes all of the necessary information. It is recommended that a separate site map be developed for the SWPPP, to avoid deficiencies.

- i. The SWPPP must clearly state whether or not any support activities, such as concrete or batch plants, are planned. This is because support activities do not always qualify for coverage under the Construction General Permit, and separate permit coverage may be necessary.
- j. If the project disturbs 10 acres or more with a common drainage location, and a sediment basin is not employed, the rationale for this decision must be documented in the SWPPP. The equivalent erosion and sediment control devices that are to be used must be described.
- k. Allow a minimum of 2 days for review of the SWPPP.
- l. The City of Lewisville does not currently utilize electronic submittal of Notices of Intent. **Construction will not be allowed to begin until 7 days after the NOI has been signed by the signatory authority and postmarked for delivery.** For this reason, early submission of the SWPPP and NOI are highly recommended.
- m. At least two copies of the completed SWPPP must be submitted to the City. One copy will be maintained by the Storm Water Division, and one other copy will be reviewed and returned to the CONTRACTOR.

The cost to the CONTRACTOR for the preparation of the SWPPP for the project shall be incidental to the various items of erosion control. The erosion control plan included in the project construction plans shall be incorporated into the SWPPP. Items required by the SWPPP that are not included as bid items are subsidiary to the various items of erosion control. The various bid items for erosion control shall include all costs for implementing and maintaining the Storm Water Pollution Prevention Plan, from the beginning of construction through final acceptance and establishment of grass coverage.

Any disturbed areas, whether inside or outside the project limits, where construction activities are complete or won't be worked on for 14 days, must be permanently or temporarily stabilized. **Stabilization measures must be initiated no later than one day after completing work in an area or determining that work will be temporarily stopped for more than 14 days in that area.** Temporary stabilization can include the use of erosion blankets such as Curlex or other methods approved by the City inspector. Permanent stabilization will require topsoil and sod, unless otherwise shown on the project landscaping plans.

Final acceptance of sodded areas will be granted when sod has taken root. Placement of temporary or permanent erosion control measures in unstabilized areas after contract time has expired will be considered subsidiary to this bid item. Once final acceptance of permanent stabilized areas is granted, **the Contractor shall notify the City inspector prior to removing the Construction Site Notice sign and submit the final copy to the City within one week of removal.**

39. **PVC Gravity Sewer Pipe**

The work to be performed under this section of the specifications shall consist of furnishing and installing PVC sanitary sewer pipe and fittings, including all clearing, grubbing, excavation, sheeting, shoring, dewatering, embedment with magnetic tape, encasement, pipe laying, jointing, testing, blocking, backfilling, and any other work that is required or

necessary to complete the installation as shown in the plans and as specified herein.

Sanitary sewer pipe 15-inch diameter and smaller shall be manufactured in accordance with the latest edition of Standard Specification ASTM D-3040, SDR 26.

The quoted standard specifications cite other ASTM standards covering topics such as definitions, abbreviations, compounds or materials of construction, determination of dimensions, quality testing, recommendations for installation, tests for external loading and impact resistance, solvent cement compounds and application procedures, joints with elastomeric seals, and elastomeric seals. These related documents shall be considered part of the standard specifications cited herein.

Installation of all pipe and materials shall be in accordance with ASTM D 2321-74 (89) and as shown on the plans and these specifications.

The specified embedment shall be accurately shaped and trimmed to receive the pipe barrel and each pipe section, when in place, shall have a uniform bearing on the subgrade for the full length of the pipe barrel. Pipe shall not be laid unless the subgrade is free of water and in a satisfactory condition. Adjustments of the pipe to line and grade shall be made by scraping away or filling in with granular material, and not by wedging or blocking up the bell.

The interior of the pipe shall be clean and joint surfaces shall be clean and dry when the pipe is lowered into the trench. Each pipe, fitting and valve shall be lowered into the trench carefully and laid true to line and grade.

40. **Sanitary Sewer Manholes**

All sanitary sewer manholes shall be as indicated in the plans. All sanitary sewer manholes shall be vacuum tested and pass the requirements of 502.1.5.2.

41. **Wastewater Conduit Installation:**

The costs of all testing shall be the responsibility of the CONTRACTOR. These include low pressure air testing and deflection testing using the mandrel method.

The CONTRACTOR shall perform a pre-construction television inspection of all sanitary sewer lines to determine existing service locations. The costs of this test are included under a separate pay item: Pre-Construction/Post-Construction Television Inspection for Sanitary Sewer.

The CONTRACTOR shall perform a post-construction television inspection of all sanitary sewer lines prior to the acceptance of the project. The costs of this test are included under a separate pay item; Pre-Construction/Post-Construction Television Inspection for Sanitary Sewer.

Television inspection shall conform to the following:

The CONTRACTOR shall use color recording in all television inspections.

The CONTRACTOR may employ a firm qualified in the type of work to make the television inspections, or if qualified and acceptable to the OWNER, he may perform the inspection himself.

The OWNER'S Representative must be present during the television inspection, unless specifically otherwise authorized in writing.

The visual inspection by photographic means of the sanitary sewer mains shall commence after the backfill, the air test, and the Mandrel test are completed.

The jet ball technique may be used to remove all foreign debris and silt, prior to photographic inspection.

Television Inspection Equipment shall conform to the following:

- a. All television equipment used shall have a minimum of 600 lines of horizontal resolution.
- b. All information gathered must be legible, clearly understandable, and of good picture quality.
- c. A run sheet shall be made, and it shall be compatible with the recording in noting deficiencies.
- d. By audio on the recording the operator must:
 - (1) Note the date and time the recording is made.
 - (2) Note the CONTRACTOR'S name, project name, and contract number.
 - (3) Note the name of company performing the inspection, if other than the CONTRACTOR, and the operator's name.
 - (4) Note the location, line, designation, main size, and direction of run.
 - (5) Identify every 50-foot station.
 - (6) Identify the station of each manhole.
 - (7) Identify deficiencies and include station number.
- e. The sewer mains must be televised from manhole to manhole downstream and manhole to cleanout upstream.
- f. All sanitary sewer mains must be laced with water. The television inspection must be done immediately following the lacing of the main with no water flow.

TVI Recordings:

- a. Two recordings per visual photographic inspection shall be furnished to the OWNER. The recordings shall be made available to the OWNER as outlined in Item C below.
- b. Recordings must be submitted via DVD.
- c. All recordings and run sheets shall be submitted to the OWNER'S Representative for storage and inspection by the OWNER. All recordings and run sheets shall become the property of the OWNER.
- d. Flash Drives may be accepted in lieu of DVDs.

Criteria for Repair:

- a. The CONTRACTOR shall make repairs if the OWNER'S Representative notes

problems, including but not limited to the following:

- (1) Pulled or slipped joints.
 - (2) Water infiltration.
 - (3) Cracked or damaged pipe.
 - (4) If standing water is found in pipes of gradients equal to or greater than 0.7 percent.
 - (5) In pipes or gradients less than 0.7 percent, a maximum of one-half (1/2) inch of standing water will be allowed in 6 inches through 12 inches diameter pipes; and a maximum 10 percent of pipe size or 3 inches, whichever is less in pipes greater than 12 inches diameter.
 - (6) Structural damage to pipe.
 - (7) The OWNER shall make the final determination for repairs and shall review the visual photographic tape for additional data. A letter must be transmitted to the CONTRACTOR for needed repairs within five (5) working days after the inspection. (All verbal requests shall be valid and noted in the letter.)
- b. If repairs are required, another television inspection of the repaired area may be made after the repairs are complete if deemed necessary by the OWNER'S Representative at the CONTRACTOR'S expense.
 - c. Repairs shall be made to the satisfaction of the OWNER'S Representative.

Measurement and Payment:

Sanitary sewer pipe shall be measured and paid for at the contract unit price per linear foot for all depths of cut.

42. **Low Pressure Air Test for Gravity Sewers**

The CONTRACTOR shall employ a firm qualified in the type of work to make the air tests on all sanitary sewer lines placed. The following air test requirements shall replace all less restrictive air test requirements of Item 507.5.1.3.2. Low Pressure Air Line Test Procedures.

The low-pressure air test shall conform to the procedures described in ASTM C-828, ASTM C-924 or other appropriate procedures.

For sections of pipe up to 36-inch average inside diameter, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be computed from the following equation:

$T = 0.0850 (D) (K) / (Q)$ where T = time for pressure to drop 1.0 pound per square inch gauge in seconds
K = 0.000419 (D) (L), but not less than 1.0
D = average inside diameter in inches
L = length of line in feet of same pipe size being tested
Q = rate of loss, 0.0015 cubic feet per minute per square foot interval surface shall be used

Since a K value of less than 1.0 shall not be used, there are minimum testing times for each pipe diameter as outlined below:

Pipe Diameter (inches)	Minimum Time (seconds)	Length for Minimum Time (feet)	Time for Longer Length (seconds)
6	340	398	0.855 (L)
8	454	298	1.520 (L)
10	567	239	2.374 (L)
12	680	199	3.419 (L)
15	850	159	5.342 (L)
18	1020	133	7.693 (L)
21	1190	114	10.471 (L)
24	1360	100	13.676 (L)
27	1530	88	17.309 (L)
30	1700	80	21.369 (L)
33	1870	72	25.856 (L)

For sections of pipe that have an average inside diameter of **15 inches to 33 inches**, the following option is available. If no pressure loss has occurred during the first 25% of the calculated testing time, then the test may be stopped at that point. If any pressure loss or leakage has occurred during the first 25% of the testing period, then the test shall continue for the entire test duration as outlined above or until failure.

43. Storm Drain Inspection

Contractor shall perform pre and post construction television inspection of all storm lines in the project area improved or subject to siltation to determine existing conditions required restoration post construction.

44. Water for Construction

Water will be furnished free of charge by the OWNER to the CONTRACTOR in the amounts needed to properly fill and test the water line. The owner reserves the right, however, to charge the prevailing rate for water wasted through carelessness or neglect on the part of the CONTRACTOR. All other water required for the project will be at the CONTRACTOR'S expense. The CONTRACTOR shall obtain a temporary water meter (deposit reimbursed when the meter is returned) from the OWNER and meter all water

used for the project.

45. **Prevailing Wage Rate Determination**

The General Services Commission has adopted the Federal Davis-Bacon wage rates for our use.



General Services Commission

1711 San Jacinto - P.O. Box 13047

Austin, Texas 78711-3047

Web Site: www.gsc.state.tx.us

(512) 463-3035

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Prevailing Wage

**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 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: ten percent (10%) retainage for contracts less than \$400,000; and five percent (5%) retainage for contracts in excess of \$400,000.

CITY OF LEWISVILLE
PRE-BID
RFB #25-65-A Pre-Bid Meeting
2:00 P.M., Monday, June 9, 2025

	NAME (PRINT)		COMPANY		PHONE NUMBER		EMAIL ADDRESS
1	Kristi Byrd		City of Lewisville		972-219-3764		kbyrd@cityoflewisville.com 
2	Toby McGuire		City of Lewisville		972-219-3510		tmcguire@cityoflewisville.com 
3	Mitchell Hornback		City of Lewisville		972-219-3510		mhornback@cityoflewisville.com 
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25-65-A Asphalt Rehab Projects

Addendum 1

1.

Can recycled asphalt be used in this project, or is a virgin mix required?

As long as the mix used adheres to Type D or C HMAC specifications, RAP may be used in the mix.

2.

The specifications for this project state that the project consists of pulverization, stabilization and asphalt overlay. However, the bid form does not have any pay items for pulverization nor stabilization, only for milling and asphalt. What is the actual scope of the project?

Milling would be considered, pulverization and stabilization per square yard as one price for 6" and another for 8". Overlay is only the 2" asphalt overlay of either type D or C.

3.

The bid form simply states 200 SY of Driveway Approach. Is this remove and replace and existing approach or a new approach that requires subgrade preparation? Is it asphalt or concrete?

This is for asphalt drive approaches that would have the full depth reclamation either 6" or 8".

4.

Specifications state, "The City shall mark the excavation limit of each repair site." There is no pay item in the bid form for pavement repairs. The pay items only include milling and asphalt. Please clarify.

There is only Full Depth Reclamation or Wedge Mill. Full Depth Reclamation includes pulverization and stabilization. Wedge mill is to include end cuts as well. Overlay is the same for either process. There are no other pavement repairs.