



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Canary Construction, Inc. as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Lewisville as obligee, hereinafter called the Obligee, in the sum of five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for CDBG Morningside Sanitary Sewer Manhole and Main Line Replacement Project, Solicitation 20-09-C.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 19th day of December, 2019.

Canary Construction, Inc.
(Principal)

BY: [Signature]

TITLE: PRESIDENT

SureTec Insurance Company

BY: [Signature]
Susan D.B. Muniz, Attorney-in-Fact

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Paul G. Adam, Peter S. Batjer, Joseph P. O'Connor, Lisa W. Friend, Susan D.B. Muniz,
Rhonda Underwood, Christine Jones

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 28th day of February, A.D. 2019.

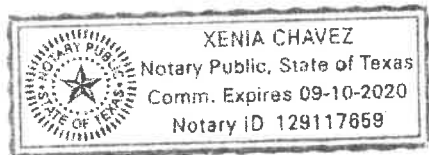



SURETEC INSURANCE COMPANY

By: 
John Knox Jr., CEO

State of Texas ss:
County of Harris


On this 28th day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19th day of December, 2019, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

PROPOSAL

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

**CDBG Morningside Sanitary Sewer Manhole and Main Line Replacement
Project
Bid No. 20-09-C**

Proposal of CANARY CONSTRUCTION, INC
(hereinafter called Bidder), a corporation organized and existing under the laws of the State of
TEXAS, a partnership, or an individual doing business as

(Strike out inapplicable terms).

To the City of Lewisville, Texas (Owner)



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

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

The undersigned Bidder agrees to begin work under the contract on or before the date specified in the written Notice to Proceed, and to fully complete the project within **175 calendar days**. It is specifically stated and understood that the entire construction including clean up shall be completed within the above stated time.

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

The undersigned Bidder has contacted, within 72 hours prior to the bid opening, the Office of the City Engineer (972) 219-3490, and has determined that all Addenda are as follows:

Addendum No. 1 dated	<u>11/19/2019</u>	<u></u> (Signature)
Addendum No. 2 dated	<u>12/9/2019</u>	<u></u> (Signature)
Addendum No. 3 dated	_____	_____ (Signature)

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

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

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

Solicitation 20-09-C

CDBG Morningside Sanitary Sewer Manhole and Main Line Replacement Project

Bid Designation: Public

City of Lewisville, Texas

Bid 20-09-C

CDBG Morningside Sanitary Sewer Manhole and Main Line Replacement Project

Bid Number	20-09-C
Bid Title	CDBG Morningside Sanitary Sewer Manhole and Main Line Replacement Project
Bid Start Date	Nov 15, 2019 7:31:52 AM CST
Bid End Date	Dec 19, 2019 2:00:00 PM CST
Question & Answer End Date	Dec 12, 2019 5:30:00 PM CST
Bid Contact	Todd White
Bid Contact	Tracey Ogurek Buyer Finance
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	90 days
Pre-Bid Conference	Dec 5, 2019 10:00:00 AM CST Attendance is optional Location: Community Development Conference Room, 2nd Floor of City Hall, 151 W. Church Street, Lewisville, Texas 75057.
Standard Disclaimer	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.
Bid Comments	<p>The City of Lewisville is soliciting bids for a Community Development Block Grant funded project. This project consists of the rehabilitation of approximately 1,100 feet of 6 and 8-inch sanitary sewer lines in north Lewisville roughly bounded by Jones St. to the north, Valley Ridge Blvd. to the south, Mill St. to the west and Cowan Ave. to the east. Rehabilitation methods consists of remove and replace by open-cut and pipe bursting and cured-in-place liner and by other than open-cut. Both Lines A will be bid as two alternates. For Line A, Alternate A will consist of rehabilitation using cured-in-place method and Alternate B will consist of rehabilitation using open-cut method. For Line B, rehabilitation will consist of using combinations of open-cut and pipe bursting methods along with either cured-in-place or by other than open-cut methods. The televising of one of the existing line segments of Line B during construction and the results will determine whether cured-in-place or by other than open-cut will be used on that line segment. In addition to the line work the project also includes new manhole installations and rehabilitation of sanitary sewer manholes by remove and replace. The basis of award will be lowest responsible bidder as defined by Texas Local Government Code, Chapter 252.043.</p> <p>Bidders are required to submit a cashier's or certified check issued by a bank satisfactory to the City of Lewisville, or a Bid Bond (with proper Power of Attorney) from a surety licensed to do business in the State of Texas, payable without recourse to the City of Lewisville, in an amount not less than five (5%) percent of the total amount of the base bid submitted to insure that the successful bidder will enter into a contract and execute all necessary bonds within fifteen (15) days after notice of award of the contract to him.</p> <p>The bid security must be uploaded with bid documents to Bidsync or included within bid envelope along with the bid sheet for the bidder to be considered responsive.</p> <p>The successful bidder will be required to furnish performance, payment and maintenance bonds as described in the specifications.</p>

All documents that require a signature are to be signed and uploaded in Bidsync or provided with vendor's bid if delivered to the City of Lewisville.

The successful bidder shall begin work under this contract within 10 days after receiving notice to proceed. All insurance certificates and bonds are to be provided and approved by the City prior to commencement of any work.

Substantial completion is to be reached in 145 calendar days from notice to proceed, and completion of all work, including clean-up, shall be completed in 175 calendar days from notice to proceed.

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

Any unused contingency is retained by the City and is not payable to the Contractor.

Bidders are encouraged to attend the pre-bid conference especially if they are not familiar with Federal requirements.

Added on Nov 19, 2019:

Addendum #1 - New line item as been added: Lot 1 - line item #26 - "Remove and Replace 8" Sanitary Sewer By Pipe Burst", 210 linear foot.

Bidders must acknowledge receipt of Addendum No. 1 by filling in the appropriate blank contained on the Proposal Document.

Addendum # 1

Changes were made to the following items:
 Remove and Replace 8" Sanitary Sewer By Pipe Burst

Item Response Form

Item 20-09-C--01-01 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement: Start-Up (5% Maximum)

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 1 lump sum

Unit Price

Delivery Location City of Lewisville, Texas

No Location Specified

None

Lewisville TX 75057

Qty 1

Description
 Start-Up (5% Maximum)

Item 20-09-C--01-02 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement: Trench Excavation Safety and Support

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 1 lump sum

Unit Price

Delivery Location City of Lewisville, Texas

No Location Specified

None
 Lewisville TX 75057
 Qty 1

Description

Trench Excavation Safety and Support

Item 20-09-C--01-03 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Surveying & Construction Staking
 Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
 Quantity 1 lump sum
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description

Surveying & Construction Staking

Item 20-09-C--01-04 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Traffic Control
 Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
 Quantity 1 lump sum
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description

Traffic Control

Item 20-09-C--01-05 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Erosion Control
 Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
 Quantity 1 lump sum
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description

Erosion Control

Item 20-09-C--01-06 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Prepare Right of Way

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 1 lump sum

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 1

Description
Prepare Right of Way

Item 20-09-C--01-07 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Remove and Replace Chain Link Fence (Various Heights)

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 20 linear foot

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 20

Description
Remove and Replace Chain Link Fence (Various Heights)

Item 20-09-C--01-08 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Remove Existing 48 Diameter Manhole

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 1 each

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 1

Description
Remove Existing 48 Diameter Manhole

Item 20-09-C--01-09 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Install 48 Diameter Manhole (Pre-Cast)

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 3 each

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified

None
 Lewisville TX 75057
 Qty 3

Description

Install 48 Diameter Manhole (Pre-Cast)

Item 20-09-C--01-10 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Install Inside Drop in Existing Manhole
 Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
 Quantity 10 vertical foot
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 10

Description

Install Inside Drop in Existing Manhole

Item 20-09-C--01-11 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Connect to Existing Manhole
 Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
 Quantity 1 each
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description

Connect to Existing Manhole

Item 20-09-C--01-12 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Remove and Replace 6 Sanitary Sewer By Open Cut
 Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
 Quantity 50 linear foot
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 50

Description

Remove and Replace 6 Sanitary Sewer By Open Cut

Item 20-09-C--01-13 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Remove and Replace 8 Sanitary Sewer By Open Cut

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 161 linear foot

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 161

Description
Remove and Replace 8 Sanitary Sewer By Open Cut

Item 20-09-C--01-14 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Remove and Replace 8 Sanitary Sewer & Install in 18 Steel Casing By Open Cut

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 50 linear foot

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 50

Description
Remove and Replace 8 Sanitary Sewer & Install in 18 Steel Casing By Open Cut

Item 20-09-C--01-15 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Remove & Replace 8 San Sewer & Install in 18 Steel Casing by Other Than Open Cut

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 235 linear foot

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 235

Description
Remove & Replace 8 San Sewer & Install in 18 Steel Casing by Other Than Open Cut

Item 20-09-C--01-16 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Install 6 Cured-In-Place Liner

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 235 each

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified

None
Lewisville TX 75057
Qty 235

Description

Install 6 Cured-In-Place Liner

Item 20-09-C--01-17 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement: Cap Existing 6 VCP Sanitary Sewer

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 1 each

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 1

Description

Cap Existing 6 VCP Sanitary Sewer

Item 20-09-C--01-18 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement: Sanitary Sewer Service Lateral

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 9 each

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 9

Description

Sanitary Sewer Service Lateral

Item 20-09-C--01-19 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement: Block Sod with 4-inch Topsoil

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 60 square yard

Unit Price

Delivery Location City of Lewisville, Texas
No Location Specified
None
Lewisville TX 75057
Qty 60

Description

Block Sod with 4-inch Topsoil

Item 20-09-C--01-20 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Asphalt Removal
Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
Quantity 61 square yard
Unit Price
Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 61
Description
 Asphalt Removal

Item 20-09-C--01-21 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
Concrete Pavement Removal
Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
Quantity 35 square yard
Unit Price
Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 35
Description
 Concrete Pavement Removal

Item 20-09-C--01-22 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement: 2-
inch Hot Mix Asphalt (Type D)
Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
Quantity 61 square yard
Unit Price
Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 61
Description
 2-inch Hot Mix Asphalt (Type D)

Item 20-09-C--01-23 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement: 4-
inch Unreinforced Concrete Pavement Subgrade
Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement
Quantity 61 square yard
Unit Price
Delivery Location City of Lewisville, Texas
No Location Specified

None
 Lewisville TX 75057
 Qty 61

Description

4-inch Unreinforced Concrete Pavement Subgrade

Item 20-09-C--01-24 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Install 8-inch Reinforced Concrete Pavement

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 35 square yard

Unit Price

Delivery Location **City of Lewisville, Texas**
No Location Specified
 None
 Lewisville TX 75057
 Qty 35

Description

Install 8-inch Reinforced Concrete Pavement

Item 20-09-C--01-25 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Pre-Construction/Post-Construction Television Inspection of Existing & Proposed

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 1410 each

Unit Price

Delivery Location **City of Lewisville, Texas**
No Location Specified
 None
 Lewisville TX 75057
 Qty 1410

Description

Pre-Construction/Post-Construction Television Inspection of Existing & Proposed Sanitary Sewer

Item 20-09-C--01-26 - CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement:
 Remove and Replace 8" Sanitary Sewer By Pipe Burst

Lot Description CDBG Morningside Sanitary Sewer Manhole & Main Line Replacement

Quantity 210 linear foot

Unit Price

Delivery Location **City of Lewisville, Texas**
No Location Specified
 None
 Lewisville TX 75057
 Qty 210

Description

Remove and Replace 8" Sanitary Sewer By Pipe Burst.

Addendum # 1

Previous Title	New Title	Remove and Replace 8" Sanitary Sewer By Pipe Burst
Added Item		

Item 20-09-C--02-01 - ALTERNATE A: Start-Up (5% Maximum)
 Lot Description ALTERNATE A
 Quantity 1 lump sum
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description
 Start-Up (5% Maximum)

Item 20-09-C--02-02 - ALTERNATE A: Railroad Coordination
 Lot Description ALTERNATE A
 Quantity 1 lump sum
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description
 Railroad Coordination

Item 20-09-C--02-03 - ALTERNATE A: Install 48 Diameter Manhole (Cast-In-Place)
 Lot Description ALTERNATE A
 Quantity 1 each
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description
 Install 48 Diameter Manhole (Cast-In-Place)

Item 20-09-C--02-04 - ALTERNATE A: Install 6 Cured-In-Place Liner
 Lot Description ALTERNATE A
 Quantity 400 linear foot
 Unit Price

Delivery Location **City of Lewisville, Texas**
No Location Specified
 None
 Lewisville TX 75057
 Qty 400

Description
 Install 6 Cured-In-Place Liner

Item **20-09-C--02-05 - ALTERNATE A: Samitary Sewer Service Lateral**
 Lot Description **ALTERNATE A**
 Quantity **5 each**
 Unit Price
 Delivery Location **City of Lewisville, Texas**
No Location Specified
 None
 Lewisville TX 75057
 Qty 5

Description
 Samitary Sewer Service Lateral

Item **20-09-C--02-06 - ALTERNATE A: Pre-Construction/Post-Construction Television Inspection of Existing & Proposed**
 Lot Description **ALTERNATE A**
 Quantity **800 linear foot**
 Unit Price
 Delivery Location **City of Lewisville, Texas**
No Location Specified
 None
 Lewisville TX 75057
 Qty 800

Description
 Pre-Construction/Post-Construction Television Inspection of Existing & Proposed Sanitary Sewer

Item **20-09-C--03-01 - ALTERNATE B: Start-Up (5% Maximum)**
 Lot Description **ALTERNATE B**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **City of Lewisville, Texas**
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description
 Start-Up (5% Maximum)

Item **20-09-C--03-02 - ALTERNATE B: Railroad Coordination**

Lot Description ALTERNATE B
 Quantity 1 lump sum
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description
 Railroad Coordination

Item 20-09-C--03-03 - ALTERNATE B: Install 48 Diameter Manhole (Cast-In-Place)
 Lot Description ALTERNATE B
 Quantity 1 each
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 1

Description
 Install 48 Diameter Manhole (Cast-In-Place)

Item 20-09-C--03-04 - ALTERNATE B: Romove and Replace 8 Sanitary Sewer By Open Cut
 Lot Description ALTERNATE B
 Quantity 400 linear foot
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 400

Description
 Romove and Replace 8 Sanitary Sewer By Open Cut

Item 20-09-C--03-05 - ALTERNATE B: Sanitary Sewer Service Lateral
 Lot Description ALTERNATE B
 Quantity 5 each
 Unit Price
 Delivery Location City of Lewisville, Texas
No Location Specified
 None
 Lewisville TX 75057
 Qty 5

Description
 Sanitary Sewer Service Lateral

Item 20-09-C--03-06 - ALTERNATE B: Pre-Construction/Post-Construction Television Inspection of Existing & Proposed

Lot Description ALTERNATE B

Quantity 800 linear foot

Unit Price

Delivery Location City of Lewisville, Texas

No Location Specified

None

Lewisville TX 75057

Qty 800

Description

Pre-Construction/Post-Construction Television Inspection of Existing & Proposed Sanitary Sewer

Supplier Response Form

ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.

Contractor's Qualifications

The contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, gas lines, gas lines and meters, sewer manholes and cleanouts, etc.) which requires the contractor to plan work efforts and equipment needs with these limitations in mind. The contractor shall submit a list of Public Works Projects successfully completed within the last three (3) years. This list shall include the names of supervisors and type of equipment used to perform this work.

BIDDER'S QUALIFICATION STATEMENT

Project: 20-09-C

Contractor: CANARY CONSTRUCTION, INC

Indicate One: Sole Proprietor Partnership Other
 Corporation Joint Venture

Name: WAYNE BORSTAD

Title: PRESIDENT

Address: 802 N KEALY AVE, SUITE 101

City: LEWISVILLE

State & Zip: TX 75057

Phone: 469-464-3823

State and Date of Incorporation, Partnership, Ownership, Etc. TEXAS 3/7/2001

Location of Principal Office: LEWISVILLE, TX

Contact and Phone at Principal Office: WAYNE BORSTAD 469-464-3823

Liability Insurance Provided and Limits of Coverage: FCCI 2mm general aggregate / 1mm ea. occurrence

Workers Compensation Insurance Provider: TEXAS MUTUAL

Surety Bonding Company (Performance & Payment): SURETEC Insurance Company

Insurance Agency Name: Trimble-Batjer Insurance Company

Insurance Agency Address: 120 Austin Hwy #103, San Antonio, TX 78209

Contact Person: Joe O'Connor

Phone Number: 210-253-2391

Total Number of Employees to be Associated with this Job:

<u>3</u> Managerial	<u>1</u> Administrative	<u>1</u> Professional
<u>3</u> Skilled	<u>2</u> Semi-Skilled	<u>1</u> Other

Percentage of Work to be Done by Bidder's Employees (Based on Dollars Bid): 90 %

Type(s) of Work to be Done by Bidder's Employees (Examples: Concrete Paving, Structural Concrete, Water Lines, Sanitary Sewer Lines, Storm Pipe, Storm Inlets, Excavation, Lime, Bridge Fencing, etc.)

UNDERGROUND UTILITIES - WATER, FIRE LINE
STORM DRAIN, SANITARY SEWER

Access to Tools and Equipment:

Percent Owned 100%

Percent Rented

Number of Years in Business as a Contractor on Above Types of Work: 18

Type(s) of Work to be Done by Sub-Contractors: CIPP

Include Name, Address, and Phone Number of Sub-Contractor. (Use Additional Sheets, if needed.)

Type of Work	Sub-Contractor
CIPP	REGION

List your most current completed projects, with information, similar to the type of work bid. (Use Additional Sheets, if necessary.) see attached

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

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Year Built:

Contract Price:

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Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Project:

Project Description:

Owner/Agency:

Year Built:

Contract Price:

Contact Person:

Phone:

Trade References (List Company, Address, Contact Person, and Phone):

see attached

Bank References (List Institution, Address, Contact Person, and Phone):

see attached

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

NO

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

NO

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

NO

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

NO

Please enter your password below and click Save to save your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original

signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **debbie@canaryconstruction.com**

Password *

* Required fields

Supplier Response Form

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 in the course of 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 at all times 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.

Canary Construction, INC

Contractor Name

[Handwritten Signature] *

Authorized Signature

75057

*
Date 12/19/2019

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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? LEWISVILLE, TEXAS *
- 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: CANARY CONSTRUCTION, Inc *
 Address: 802 N KELLY AVE, SUITE 101
 City, State, Zip: LEWISVILLE, TX 75057
 Phone: 469-464-3823
 Email Address: 75057 WAYNE@CANARYCONSTRUCTION.COM
 Bidder (Print name): WAYNE BORSTAD
 Bidder Signature: [Signature] *
 Position with Company: PRESIDENT
 Signature of company official authorizing this bid: [Signature] *
 Company Official (Print name): WAYNE BORSTAD *
 Position with company: PRESIDENT

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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 grater – **a bid bond equal to 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: 15 percent retainage for contracts up to \$25,000; 10 percent retainage for contracts in excess of \$25,000 and less than \$400,000; 5 percent retainage for contracts in excess of \$400,000.

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Canary Construction
802 N Kealy Ave, Suite 101
Lewisville, TX 75057
Tel 469.464.3823 Fax 469.464.4233
wayne@canaryconstruction.com
www.canaryconstruction.com



REFERENCES AND COMPLETED PROJECTS

Project Name: Misc. Water Valve Replacements
Owner: City of DeSoto
Location/City Inspector: DeSoto – Victor Avila, 214-662-6816
Contract Amount: \$424,711.00
Project Date: December 2017-February 2018
Scope: Remove & Replace (4) 24" Valves. Implemented traffic control, trench safety, and erosion control.

Project Name: FM 148 Waterline Relocation
Project Description: Relocate Waterline
Owner: City of Terrell
Location/City Inspector: Terrell – Mike Shook 469-667-4393
Contract Amount: \$122,484.00
Project Date: February 2018-April 2018
Scope: Installed 310 LF of 16" PVC Waterline, installed 210 LF of 12" PVC Waterline. Implemented trench safety and erosion control.

Project Name: East System Air Valve Improvements
Owner: North Texas Municipal Water District
Location/City Inspector: Various Locations, Johnny Boles 972-689-9598
Contract Amount: \$1,711,020.00
Project Date: June 2017-March 2018
Scope: Replace 60+ Air Valves into Type A and B Manholes. Implemented traffic control, trench safety, and erosion control.

Project Name: Wayland 12" Sanitary Sewer
Owner: City of Arlington
Location/City Inspector: Arlington – Emily A Hannon 817-459-6635
Contract Amount: \$280,201.00
Project Date: May 2018-June 2018
Scope: Installed 230 LF of 12" Sanitary Sewer, 230 LF of 12" PVC SS, installed 3 5' sewer manholes. Implemented traffic control, trench safety, and erosion control.

Project Name: Broad Street Sanitary Sewer
Owner: City of Forney
Location/City Inspector: Forney - Kyran Hayes 972-564-7351
Contract Amount: \$532,604.50
Project Date: December 2017-June 2018
Scope: Installed 470 LF of 12" Sanitary Sewer, 1773 LF of 8" Sanitary Sewer, Installed 12 4' Dia. Manholes with interior protective coating. Implemented trench safety, traffic control, and erosion control.

Project Name: North Main and South Elm Water Line Improvements
Owner: City of Keller

Location/City Inspector: Keller – James Byerly 817-881-9497

Contract Amount: \$320,559.00

Project Date: August 2018-December 2018

Scope: Installed 1500 LF of 8" PVC, 180 LF bore and grout 16" Steel Casing pipe, Connected 8 new domestic water services. Implemented trench safety and traffic control.

Project Name: Water Improvements Project, TxCDBG 7217009

Owner: City of Alvord

Location/City Inspector: Alvord – Nathan Dahl 940-427-5916

Contract Amount: \$260,981.00

Project Date: November 2018-January 2019

Scope: Installed 1940 LF of 6" PVC, Remove and Replace 19 Water Services to Water Main, implemented trench safety, traffic control, and erosion control.

Project Name: 2018 Washington Street Water Project

Owner: City of Greenville

Location/City Inspector: Greenville – Jeremy Smith 903-457-2953

Contract Amount: \$173,415.00

Project Date: January 2019

Scope: Installed 1100 LF of 12" PVC, Remove and Replace 1700 LF of concrete sidewalks/driveways, Implemented trench safety, traffic control, and erosion control.

Project Name: Albert Retail, Ennis

Owner: DA Ennis 45 Partners LP

Location/City Inspector: Ennis

Contract Amount: \$927,025.00

Project Date: May 2019

Scope: Installed 1040' of 8" & 6" PVC, 350' of 2" WL. Installed 220' of 6" Underground Fire Line, (2) FDC. Installed 750' of 8" & 6" Sanitary Sewer, (2) 4' Manholes. Installed 1540' of 18", 24", & 30" Class III RCP, 24" Slope Headwall, Contech Detention Area, 4' Storm Drain Manhole.

Project Name: Albert Retail, Fort Worth

Owner: AE Contractors, LLC

Location/City Inspector: Fort Worth

Contract Amount: \$136,192.00

Project Date: May 2019

Scope: Installed 165' of 1.5" & 2" Waterline, 155' of 6" Underground Fireline, 215' of 4" Sanitary Sewer, 625' of 12" RCP.

Project Name: Albert Retail, Little Elm III

Owner: AE Contractors, LLC

Location/City Inspector: Little Elm

Contract Amount: \$201,853.00

Project Date: September 2019

Scope: Installed 470' of 12" and 8" Waterline, 300' of 6" Fireline, 280' of 18" RCP.

Project Name: Winding Creek Dr., Oak Forest Dr., and Canyon Creek Dr., WL & KCS RXR SS Line crossing

Owner: City of Highland Village

Location/City Inspector: Highland Village,

Contract Amount: \$649,819.00

Project Date: August 2019

Scope: Installed 2865' of 8" C900 DR 18 by open cut, 700' of 8" C900 DR-18 by wet bore, installed 9 fire hydrants, 43 long and short services. Implented trench safety, traffic control, and erosion control.

Project Name: Sanitary Sewer Improvements

Owner: City of Marlin

Location/City Inspector: Marlin, TX

Contract Amount: \$740,631.50

Project Date: October 2019

Scope: Installed 1546' of 12" and 6" sanitary sewer by open cut, 480' of 12" Sanitary sewer by wet bore, installed 5 4' manholes, 35 short and long services. Implented trench safety, traffic control, and erosion control.

Canary Construction, Inc.
802 N Kealy Ave #101
Lewisville, TX 75057
469-464-3823 Office
469-464-4233 Fax
wayne@canaryconstruction.com



Credit References

Ciera Bank
3970 FM 2181 #100
Hickory Creek, TX 75065
940-321-0135
Rob Graves

Ferguson Waterworks
2650 S Pipeline
Euless, TX 76040
817-799-4097
Nikki Davis

Magnum Surveying, LLC
519 E I-30 #161
Rockwall, TX 75087
972-806-0059
Chuck Menges