

Exhibit A

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item Numbers (Found in Plans)	Item Description	Unit of Measure	Quantity Required	Numeric	
							Unit Price	Total Cost
Removal								
Not Bidding	No Bid	#1-1	104-7013	REMOVING CONC (SIDEWALK, RAMP OR SUP)	SQUARE YARDS	276		-
Not Bidding	No Bid	#1-2	104-7017	REMOVING CONC (CONC AND GUTTER)	LINEAR FEET	490		-
Not Bidding	No Bid	#1-3	677-7008	ELIM EXT PM & MRKS (24")	LINEAR FEET	132		-
Not Bidding	No Bid	#1-4	677-7009	ELIM EXT PM & MRKS (ARROW)	EACH	7		-
Not Bidding	No Bid	#1-5	677-7010	ELIM EXT PM & MRKS (DBL ARROW)	EACH	4		-
Not Bidding	No Bid	#1-6	677-7031	ELIM EXT PM & MRKRS (FLOWABLE RPMS)	EACH	2001		-
Basket Total								\$ 0.00

Roadway

Not Bidding	No Bid	#2-1	500-7001	MOBILIZATION (5%)	LUMP SUM	1		-
Not Bidding	No Bid	#2-2	505-7001	TMA (STATIONARY)	DAYS	180		-
Not Bidding	No Bid	#2-3	528-7001	LANDSCAPE PAVERS	SQUARE YARDS	201		-
Not Bidding	No Bid	#2-4	529-7007	CONC CURB (MONO) (TY II)	LINEAR FEET	930		-
Not Bidding	No Bid	#2-5	531-7002	CONC SIDEWALKS (5")	SQUARE YARDS	49		-
Not Bidding	No Bid	#2-6	531-7005	CURB RAMPS (TY 1)	EACH	4		-
Not Bidding	No Bid	#2-7	531-7006	CURB RAMPS (TY 2)	EACH	3		-
Not Bidding	No Bid	#2-8	531-7007	CURB RAMPS (TY 3)	EACH	6		-
Not Bidding	No Bid	#2-9	531-7010	CURB RAMPS (TY 7)	EACH	10		-
Basket Total								\$ 0.00

Pavement

Not Bidding	No Bid	#3-1	644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EACH	40		-
Not Bidding	No Bid	#3-2	644-7009	IN SM RD SN SUP&AM TY10BWG(1)SB(P)	EACH	4		-
Not Bidding	No Bid	#3-3	666-7003	REFL PAV MRK TY I (W)4"(DOT)(100 MIL)	LINEAR FEET	547		-
Not Bidding	No Bid	#3-4	666-7024	REFL PAV MRK TY I (W)8"(SLD)(100 MIL)	LINEAR FEET	200		-
Not Bidding	No Bid	#3-5	666-7036	REFL PAV MRK TY I (W)24"(SLD)(100 MIL)	LINEAR FEET	1630		-
Not Bidding	No Bid	#3-6	666-7042	REFL PAV MRK TY I (W)(ARROW)(10 0MIL)	EACH	6		-
Not Bidding	No Bid	#3-7	666-7045	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EACH	4		-
Not Bidding	No Bid	#3-8	666-7093	REFL PAV MRK TY I(W)(BIKE ARW)(100MIL)	EACH	27		-

Not Bidding	No Bid	#3-9	666-7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EACH	27		-	
Not Bidding	No Bid	#3-10	666-7108	REFL PAV MRK TY I (Y)4*(DOT)(100M IL)	LINEAR FEET	1253		-	
Not Bidding	No Bid	#3-11	666-7405	REFL PAV MRK TY I (W)4*(SLD)(100 MIL)	LINEAR FEET	21907		-	
Not Bidding	No Bid	#3-12	666-7417	REFL PAV MRK TY I (Y)4*(SLD)(100M IL)	LINEAR FEET	11989		-	
Not Bidding	No Bid	#3-13	672-7004	REFL PAV MRKR TY II-A-A	EACH	155		-	
Not Bidding	No Bid	#3-14	672-7005	REFL PAV MRKR TY II-C-C	EACH	322		-	
Not Bidding	No Bid	#3-15	-	BIKE LANE BUFFERS	EACH	167		-	
Basket Total									\$ 0.00
Grand Total									\$ 0.00



King Arthur Blvd Traffic Calming RFB #26-33-C

INTRODUCTION (See Specifications and Construction Plans for details)

The City of Lewisville is requesting competitive sealed bids from qualified contractors for the construction of King Arthur Blvd Traffic Calming. The project scope includes, but is not limited to, bike lanes, parallel parking, pavement marking, enhanced sidewalks, crosswalks, ADA ramps, landscaping, and bulb-outs, for an approximate 1.5 mile section of King Arthur Blvd, between Old Denton Rd and Lady of the Lake Blvd, with a focus on the approximate 1.0 mile section of King Arthur Blvd between Morgan Lefay Ln and Lady Lore Ln where homes front the roadway. Additionally, the construction will incorporate various supplementary elements as outlined in the plans and specifications.

BID BOND REQUIREMENTS

Bidders are required to submit 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 ten (10) days after notice of award of the contract to them. **This bid security must be uploaded to Bonfire or included in the bid envelope along with the bid sheet for the bidder to be considered responsive.**

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:

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 acceptance.

All bidders are notified that the qualification statement provided in the bid documents must be completed and submitted with the bid proposal. Failure to include this completed form with your bid may cause your bid to be disqualified as non-responsive.

The City is not responsible for any costs associated with the preparation of the bid from any vendor. Also, should a vendor bid an alternate; any test costs to prove equality of product will be at the expense of the vendor, not the City of Lewisville.

Each bidder is expected to inspect the site of the work and to inform himself regarding all local conditions. Ignorance of existing conditions of the site will not be a basis for any changes after the award of the bid.

Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signee of the bid, guaranteeing authenticity.

In conformance with applicable statutes utilizing Federal Davis Bacon Wage Rates as adopted by the General Services Commission, the general prevailing wage rates in the locality in which the work is to be performed have been ascertained and such rate shall be the minimum paid for labor employed on this project; unless federal monies are used, in which case, specific wage decisions will be listed as part of the overall bid documents.

The City of Lewisville reserves the right to reject any and all bids, in whole or in part; to waive any informality in any bid. Award will be issued on the basis of lowest responsible bidder.

INSURANCE

Insurance shall be supplied by the awarded contractor within ten (10) days of notification of award, as detailed in 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.

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.

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 ninety (90) 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 at <https://cityoflewisville.bonfirehub.com/portal> or a sealed RFB consisting of one (1) hard copy and one (1) PDF file on a USB flash drive, clearly marked with the RFB title and date.

RFB: 26-33-C
KING ARTHUR BLVD TRAFFIC CALMING

Delivery address:

City of Lewisville
Finance Administration – Purchasing Division
Attn: Janine Carpenter, Senior Buyer
751 E Valley Ridge Blvd
Lewisville, TX 75057

Regardless of the chosen delivery method, it is the sole responsibility of contractor to ensure their complete submittal is inside the Finance Administration Department – Purchasing Division before the required time. The City will not be responsible for, without limitation, any delays occasioned by third parties. Late or emailed submittals shall not be accepted, without exception.

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.

PROPOSAL

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

**KING ARTHUR BLVD TRAFFIC CALMING
PROJECT NO. G2401**

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

(Strike out inapplicable terms).

To the City of Lewisville, Texas (Owner)

The undersigned 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 **120 calendar days**. It is specifically stated and understood that the entire construction, including clean up, shall be completed within the above stated time.

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

Addendum No. 1 dated

(Signature)

Addendum No. 2 dated

(Signature)

Addendum No. 3 dated

(Signature)

The undersigned 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 90 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.

The undersigned Bidder agrees to execute the Agreement and furnish the required Performance Bond and Payment Bond within fifteen calendar days from the date of award of a contract by the City; and agrees that any delay in furnishing the signed Agreement and Bonds will result in liquidated damages being applied in accordance with Item 108.8.1. of the Standard Specifications.

The undersigned Bidder has attached and made a part of this Proposal a bid security in conformance with Item 102.5. of the Standard Specifications and in accordance with the Notice to Bidders.

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.

Submitted:

(Signature)

(Name - Typed or Printed)

(Title)

(Seal, if corporation)

(Firm Name)

(Address)

(City/County/State/Zip Code)

(Telephone Number/Include Area Code)

(Date)

(Attest)

CONTRACTOR'S QUALIFICATIONS

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

The contractor shall show they have experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, guy lines, gas lines and meters, sewer manholes, 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 five (5) years, including the names of supervisors and type of equipment used to perform this work.

BIDDER'S QUALIFICATION STATEMENT

Project: _____

Contractor: _____

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Type of Business:

Sole Proprietor Partnership Corporation Joint Venture Other _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Principal Office Address: _____

Principal Office Contact & Phone: _____

Insurance:

Insurance Agency Name: _____

Insurance Agency Address: _____

Contact Name: _____ Phone: _____

Liability Insurance Provided and Limits of Coverage: _____

Workers Compensation Insurance Provider: _____

Surety Bonding Company (Performance & Payment: _____

Total Number of Employees to be Associated with this Job:

____ Managerial ____ Administrative ____ Professional

____ Skilled ____ Semi-Skilled ____ Other

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

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.)

Access to Tools and Equipment: Percent Owned: _____ Percent Rented: _____

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

Sub-Contractor Information (use additional sheets, if needed.):

Name: _____ Phone: _____

Address: _____

Type of Work _____

List the most current completed projects like the type of work bid (use additional sheets, if necessary.)

Project: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Equipment Used: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Project: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Equipment Used: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Project: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Equipment Used: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Trade References (attach additional sheets if needed):

Company: _____ Contact: _____

Address: _____

Email: _____ Phone: _____

Company: _____ Contact: _____

Address: _____

Email: _____ Phone: _____

Company: _____ Contact: _____

Address: _____

Email: _____ Phone: _____

Bank References (attach additional sheets if needed):

Institution: _____ Contact Name: _____

Address: _____ Phone: _____

Financial statements are not required as part of this bid package, however a balance sheet and income statement from the previous fiscal year shall be required from the apparent low bidder to be reviewed and approved by the Finance Director prior to contract award.

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? Yes No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? Yes No

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years? Yes No

Within the last five (5) 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?
 Yes No

PROPOSED SUBCONTRACT BREAKDOWN

1. Subcontractor	_____
Address	_____
Phone #	_____
Description of Work	_____
2. Subcontractor	_____
Address	_____
Phone #	_____
Description of Work	_____
3. Subcontractor	_____
Address	_____
Phone #	_____
Description of Work	_____
4. Subcontractor	_____
Address	_____
Phone #	_____
Description of Work	_____

Reference is made to Item 21 on Page SS-11

LIST OF SUPPLIERS

1.	Item Supplied	_____
	Supplier	_____
	Address	_____
	Phone #	_____
2.	Item Supplied	_____
	Supplier	_____
	Address	_____
	Phone #	_____
3.	Item Supplied	_____
	Supplier	_____
	Address	_____
	Phone #	_____
4.	Item Supplied	_____
	Supplier	_____
	Address	_____
	Phone #	_____

PERFORMANCE BOND

**STATE OF TEXAS
COUNTY OF DENTON**

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and firmly bound unto the City of Lewisville (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract (Contract) with the Owner, dated the ____ day of _____, 20____ to construct:

**KING ARTHUR BLVD TRAFFIC CALMING
PROJECT NO. G2401**

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

Principal

Surety

By:

By

Title:

Title

Address:

Address:

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

PAYMENT BOND

**STATE OF TEXAS
COUNTY OF DENTON**

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and firmly bound unto the City of Lewisville (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract (Contract) with the Owner, dated the _____ day of _____, 20__ to construct:

**KING ARTHUR BLVD TRAFFIC CALMING
PROJECT NO. G2401**

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

Principal

Surety

By:

By

Title:

Title

Address:

Address:

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

MAINTENANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(hereinafter called **Principal**), and _____, a corporation organized under the laws of the State of _____ and authorized to do a surety business in the State of Texas, (hereinafter called **Surety**), are held and firmly bound unto the City of Lewisville, Texas (hereinafter called the **City**) in the full and just sum of _____, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said **Principal** has performed _____ **improvements**, which have been or are about to be completed and accepted by the **City** for the project known as:

**KING ARTHUR BLVD TRAFFIC CALMING
PROJECT NO. G2401**

AND WHEREAS, it is required that the **Principal** should guarantee the project from defects caused by faulty or defective materials, workmanship, or design for a period of two years from and after the date of acceptance of the completed project by the **City**.

NOW, THEREFORE, if the **Principal** shall for a period of two years from and after the date of acceptance of the completed project by the **City** replace any and all defects arising in said work whether resulting from faulty or defective materials, workmanship, or design, then the above obligation shall be null and void; otherwise the obligation shall remain in full force and effect for two years from the date of acceptance of the completed project by the **City**.

The **City** shall notify the **Principal** in writing of any defects for which the **Principal** is responsible and shall specify in said notice a reasonable time within which the **Principal** shall have to correct said defects. If the **Principal** fails to correct said defects within the time specified in said notice,

the **City**, in its discretion, may permit the **Surety** to correct said defects. If the **City** allows the **Surety** to correct said defects, the **Surety** shall have sixty (60) days thereafter within which to take such action as it deems necessary to insure performance of the **Principal's** obligation.

If such defects are not corrected after the time period specified in the notice or after the expiration of the sixty (60) day time period, whichever is applicable, the **City** shall have the right to correct the defects, and the **Principal** and **Surety**, jointly and severally, shall pay all costs and expenses incurred by the **City** in correcting the defects, including, but not limited to, the engineer, legal and other costs, together with any damages either direct or consequential, which the **City** sustains, or may sustain, on account of the **Principal's** failure to correct the defects. In addition, the **City** shall have the right to contract for the correction of said defects and, upon acceptance of a bid in accordance with the **City's** normal bidding process, the **Principal** and **Surety** shall become immediately liable for the amount of the bid. In the event that the **City** commences legal proceedings for the collection thereof, interest shall accrue on said amount at the rate of six (6) percent per annum, beginning at the commencement of said legal proceedings.

If the City commences suit for collection of any sums due hereunder, the **Principal** and **Surety**, jointly and severally, agree to pay all costs and expenses incurred by the **City**, including, but not limited to, attorney's fees.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed by their respective authorized officers this _____ day of _____ 20__.

Principal: _____

Surety: _____

By: _____

By: _____

_____, *Attorney-in-Fact*

Address: _____

Address: _____

Witness as to Principal

**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.

**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**

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:			



LEWISVILLE
Deep Roots. Broad Wings. Bright Future.

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

SPECIAL PROVISIONS

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

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

1. Technical Specifications (Special Specifications), if included, in the Contract document package shall supersede the standard Specifications.
2. Prospective 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 Thursday 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. Five (5) 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 102.4. 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".
5. **Item 103.3.1.1. Performance Bonds:** Paragraph (a) Performance Bond. The last sentence of this paragraph is hereby deleted and replaced with: This Bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appears within a period of two years from the date of acceptance of the improvements project by the Lewisville City Council.
6. **Item 103.3.3. Sureties: The following applies to Surety Bonds:**

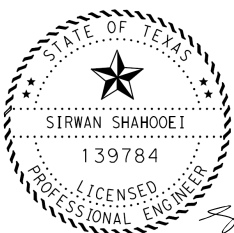
Texas Government Code Title 10, Chapter 2253

“(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



Sirwan Shahooei

(2) have obtained reinsurance for any liability more than \$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 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 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 CONTRACTOR'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 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 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 CONTRACTOR'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance like 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 division. 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: Replace “(4) special provisions (or conditions)” with ““(4) addenda (last over first)”
17. **Item 105.1.3. Contract Drawings and Specifications:** This paragraph is hereby deleted and replaced with: “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”** The CONTRACTOR will provide initial horizontal and vertical control and construction staking for the project.

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. **Item 107.3. Indemnification:** delete Item 107.3. in its entirety and substitute the following:

"THE CONTRACTOR AND HIS SURETIES AGREE TO DEFEND, INDEMNIFY AND HOLD OWNER, 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 CONTRACTOR’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 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 OWNER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONTRACTOR AND OWNER, 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 OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND OWNER'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONTRACTOR'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 ."

25. **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 monthly."

26. **Item 108.6. Contractor Work by its Own Forces:** replace the first paragraph with the following::

"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.

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

"The CONTRACTOR hereby agrees that no work will be performed on CITY holidays or on Sundays. In addition, he agrees that work will be performed between 7:00 a.m. and sunset on weekdays and between 8:00 a.m. and 6:00 p.m. on Saturdays. The only exception

to the preceding will be the performance of work in response to emergency situations and/or when directed to work by the OWNER. Also, the CONTRACTOR hereby concurs that the preceding has been taken into account in setting the contract time.” The CONTRACTOR will be responsible for reimbursing the City of Lewisville for overtime charges for construction inspection services on Saturdays, Sundays, and all City holidays. The overtime charges will be 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 monthly. 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.”

28. **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.”

29. **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.
30. 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 covers 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, are included in the unit and lump sum prices bid. All work not specifically set forth as a pay item in the Proposal are considered a subsidiary obligation of the CONTRACTOR and all costs in connection therewith are included in the prices bid.

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

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; pipe removal (not covered in pay items), pipe fittings, bends, concrete thrust blocks, valve stack risers, concrete valve boxes, testing, landscape irrigation system replacement, surface drains and subdrains damaged during construction; flood protection; 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.

1. Payment for “**Mobilization**” is based on 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 “**TMA (STATIONARY)**” is based on price bid per lump sum (LS). This pay item consists of installing, maintaining, and removing the required traffic control devices during each phase of construction in accordance with the traffic control plan.

Inclusive with this pay item is the requirement for adequate notification and instruction to be given to adjacent business 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 and or markers, construction signing and barricades, construction pavement markers, temporary asphalt, message words and all other work required to provide for passage of vehicular traffic for all phases of construction. Access must always be maintained to all houses and businesses by the CONTRACTOR. 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.

3. Payment for “**Remove and Dispose of Concrete Sidewalk and Ramp**” is based on the bid price per square yard (SY) and is the total compensation for furnishing all labor, materials, equipment, and any incidentals to complete the work. All work shall be in accordance with City of Lewisville and NCTCOG.
4. Payment for “**Remove Existing Sign and Post Assembly, Including Foundation**” is based on the price bid for each (EA) sign removed as shown on the plans and is the total compensation for furnishing all labor, materials, equipment, and any incidentals to complete the work. Work shall be done in accordance with current standards in locations shown in the plans.
5. Payment for “**Eliminating Existing Pavement Markings and Markers**” is based on the price bid for the type and width as applicable. This price is full compensation for the elimination method used and materials, equipment, tools, labor, and incidentals. Removal of RPMs will not be paid for directly but will be subsidiary to the pertinent bid items.
6. Payment for “**Landscape Pavers**” is based on the price bid for “Landscape Pavers.” This price is full compensation for furnishing, placing, and compacting pavers; bedding and joint-filling sand; and equipment, labor, materials, tools, and incidentals. Paver units damaged during compaction will be replaced at the Contractor’s expense. Base required for landscape pavers will not be paid for directly but will be subsidiary to this Item.
7. Payment for “**Conc Curb**” is based on the price bid for “Concrete Curb,” “Concrete Curb (Mono),” or “Concrete Curb and Gutter” of the type specified. This price is full compensation for surface preparation of curb foundation, equipment, labor, materials, tools, and incidentals.
8. Payment for “**Conc Sidewalks (5")**” is based on the price bid for “Concrete Sidewalks” of the depth specified and “Curb Ramps” of the type specified. This price is full compensation for surface preparation of sidewalk foundation; materials; removal and disposal of existing concrete; excavation, hauling and disposal of excavated material; drilling and doweling into existing concrete curb, sidewalk, and pavement; repair of adjacent street or pavement structure damaged by these operations; and equipment, labor, materials, tools, and incidentals.
9. Payment for “**Curb Ramps**” is based on a price bid per each (EA) and is the total compensation for furnishing all labor, materials, equipment and any other incidentals necessary to complete the work. Barrier-free ramps shall be constructed in accordance with the City of Lewisville Standard Details and plan details.

All curb ramp construction must comply with the Texas Accessibility Act Article 9102 of the Texas Civil Statute as administered by the Texas Department of Licensing and Regulations. This includes the correct slope, width, texture, and color differentiation. The City Inspector will verify each ramp prior to final acceptance. The Contractor must remove any ramp found to be non-compliant and bring it to compliance at the Contractor’s sole expense. Work will be in accordance with City of Lewisville and NCTGOG Division 300.

10. Payment for “**Small Roadside Sign Assemblies**” is based on a price bid for “Install Small Roadside Sign Assemblies” of the type specified, “Install Bridge Mounted Clearance Sign Assemblies” of the type specified, “Relocate Small Roadside Sign Assemblies” of the type specified, “Relocate Bridge Mounted Clearance Sign Assemblies” of the type specified,

“Remove Small Roadside Sign Assemblies,” or “Remove Bridge Mounted Clearance Sign Assemblies.”

This price is full compensation for furnishing, fabricating, galvanizing, and erecting the supports; constructing foundations including concrete (when required); furnishing complete signs including sign connections and all hardware; attaching the signs to the supports; preparing and cleaning the signs; and materials, equipment, labor, tools, and incidentals.

11. Payment for “**REFL PAV MRK TY I**” is based on a price bid for “Pavement Sealer” of the size specified, “Retroreflectorized Pavement Markings” of the type and color specified and the shape, width, size, and thickness specified as applicable, “Retroreflectorized Pavement Markings with Retroreflective Requirements” of the types, colors, sizes, widths, and thicknesses specified or “Retroreflectorized Profile Pavement Markings” of the various types, colors, shapes, sizes, and widths specified. This price is full compensation for application of pavement markings, materials, equipment, labor, tools, and incidentals.
12. Payment for “**REFL PAV MRK TY I**” is based on a price bid for “Reflectorized Pavement Marker,” “Traffic Button,” or “Plowable Reflectorized Pavement Marker” of the types specified. This price is full compensation for removing existing markers; furnishing and installing RPMs; and materials, equipment, labor, tools, and incidentals. No additional payment will be made for replacement of RPMs failing to meet the performance requirements.

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. 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.

6. 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.

7. Construction signing shall not be removed from the project until approved by the OWNER.

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

9. 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.

10. 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.
11. Water and wastewater 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.
12. At the end of each day, the CONTRACTOR shall prepare the work to the satisfaction of the OWNER.
13. 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)	214-745-2964
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 Parks Department.....	972-219-3689
City of Lewisville Public Services	
Attn: David Evans.....	972-219-3522
United States Post Office	(Fax) 972-436-7230
Atmos Energy (Attn: Patrick McKenzie)	972-360-4428
For line locates, call	811

14. 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.

15. 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.
16. The CONTRACTOR shall always 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.

17. 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.

18. Tree Protection

The CONTRACTOR shall be responsible for taking measures to minimize damage to tree limbs, tree trunks, and tree roots adjacent to the project unless otherwise specified in the plans to remove trees. CONTRACTOR shall inspect the work site in advance and arrange to have any tree limbs pruned that might be damaged by equipment operations. The City shall be notified at least 24 hours prior to any tree trimming work. Nothing shall be stored or parked over the tree root system within the drip line area of any tree. The CONTRACTOR shall employ a qualified landscaper for all the work required for tree care to ensure utilization of the best agricultural practices and procedures.

19. 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.

20. All excavated earth more than 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.
21. Locate valves, fire hydrants, meter boxes, and cleanout outside the future sidewalk areas.
22. **Construction Sequencing and Temporary Traffic Control**

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 monthly.

The construction schedule shall address measures to be taken in the event of heavy rain or wet weather during construction

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

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.**

23. **Concrete Sidewalk**

All concrete work must be in accordance 2004 NCTCOG Standard Specifications sections 303 and 305. Portland cement must be a single brand conforming to ASTM C-150 Type 1, unless otherwise approved.

All additives for air entrainment, water reduction and set control shall be used in accordance with the manufacturer's directions. Normal weight aggregates shall conform to ASTM C-33. All concrete must use normal weight aggregates unless otherwise noted. The use of calcium chloride is not allowed.

24. 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.
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 more than 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. **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 4inch 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

28. **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), saw cutting 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.

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

It shall be the full responsibility of the CONTRACTOR to acquire and comply with 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 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 if 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 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.**

30. **Flowable Fill Grout** shall be controlled low-strength material (minimum 1000 psi concrete) consisting of fluid mixture of cement, fly ash, aggregate, water and with admixtures as necessary to provide workable properties to flow into and fill the pipe, with no voids.
31. **Water Pipe:** The following water pipe is acceptable for this project in accordance with the assigned NCTCOG Standard Specifications, item number and AWWA Standard:
 - a. Polyvinyl Chloride (PVC) Water Pipe, NCTCOG Item 501.14, AWWA C900, Class 235 (DR18).
 - b. Ductile Iron (DI) Water Pipe, ANSI/AWWA C151/A21.50 minimum pressure 150psi.
32. Waterline shall pass hydrostatic testing per the requirements of Item 506.5.
33. Waterline shall be purged and disinfected per the requirements of Item 506.7.
34. **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.

35. **Fire Hydrant Specification**

General Specifications

All fire hydrants shall comply with AWWA C-502 for dry barrel fire hydrants.

All fire hydrants shall be compression type, closing with the line pressure. The valve opening shall be 5¼-inch only.

All fire hydrants shall have an oil compatible sealed lubrication reservoir and be furnished with biodegradable grease or oil from the point of manufacture.

All fire hydrants shall have a bronze operating nut 1½-inch pentagon point to flat. The operating nut may be fully covered with a cast-iron weather shield and protection device measuring 1½-inch point to flat to protect the bronze operating nut when opening and closing the hydrant.

All fire hydrants shall be furnished with a breakable flange traffic feature, one that permits a full 360-degree rotation of the hydrant nozzle section. Un-notched electroplated bolts and nuts must be used to retain the safety flange that connects the nozzle section to the lower barrel. Traffic flange repairs and other maintenance will not require Allen wrenches to accomplish.

The interior and exterior of the hydrant shoe shall be "fusion-bonded" with an epoxy coating. All other methods are unacceptable. A minimum of four stainless steel bolts and nuts shall secure the hydrant shoe to the lower barrel.

All hydrants shall be able to deliver the required flow with a friction loss not to exceed 5 PSIG at 1000 GPM, as per AWWA test procedure. Certification of this standard shall be furnished from an independent testing laboratory prior to approval. All tests must be performed at the testing company's own facilities.

All fire hydrants shall be designed for 200 PSI working pressure and tested to 400 PSI hydrostatic pressure. All fire hydrants shall drain automatically when the main valve is closed and shall be an integral part of the main valve. Drain valves that operate by toggles, springs, or adjustable mechanisms are unacceptable. The upper plate shall be of bronze and incorporate two hard rubber drain facings that activate the drain ports, or a drain tube with all bronze crossarm and fusion bonded epoxy washer. The drain facings shall be attached to the upper valve plate with stainless steel screws or rolled pins. Other methods of attachment are unacceptable.

All fire hydrants shall have a field replaceable bronze main valve seat threaded into a bronze drain ring.

The main valve rubber shall be positioned between a bronze upper plate valve, or bronze crossarm and a fusion-bond epoxy upper valve washer, and a fusion-bond epoxy lower valve plat or washer and be field-replaceable.

All fire hydrants shall have two (2) 2½-inch hose nozzles and one (1) 4½-inch pumper nozzle. All threads shall be National Standard. All nozzles shall have O-ring seals. The nozzles shall be threaded and/or mechanically attached into the nozzle section and locked. Threads are to be NST.

All fire hydrants shall have a warranty of not less than five (5) years. A copy of the warranty must be submitted prior to approval.

All fire hydrants shall be able to be opened in a counterclockwise direction.

All fire hydrants and hydrant components shall be of domestic (USA) manufacture and assembly.

Each hydrant shall have a minimum of two (2) primer coats. The final coat of paint on the body of all hydrants shall be a silver color of an approved aluminum paint. The top and outlet caps of all fire hydrants shall be painted by the CONTRACTOR with a machine implement paint or approved equal, in accordance with the size of the line constructed.

Special Conditions

The City of Lewisville will approve no more than one (1) model/unit per manufacturer and/or ownership for use within the City.

Manufacturers shall have a minimum of ten (10) years of manufacturing experience in the USA.

Parts shall be available locally from a minimum of two (2) authorized distributors.

Fire hydrants known to meet the above specifications are the Mueller Super Centurion and the Waterous WB067.

36. 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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Alphonso Jackson
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Barbara Rusling
Gene Shull
EXECUTIVE DIRECTOR
Tom Treadway

Prevailing Wage Rate Determination Information

The following information from Chapter 2258 Texas Government Code Title 10 should be included in your bid specification documents and contract documents:

2258.021. Duty of Governmental Entity to Pay Prevailing Wage Rates

- (a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
Note: This penalty applies even if the contractor or subcontractor and the worker come to an agreement on the underpaid wages (see Attorney General Opinion DM-469).
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051. Duty of Public Body to Hear Complaints and Withhold Payment

- (a) A public body awarding a contract, and an agent or officer of the public body, shall:
 - (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
 - (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? _____

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

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

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

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

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

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

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

5. Select and complete one of the following:

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

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

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VENDOR SUPPLEMENTAL INFORMATION

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

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

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

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

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

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

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

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Opinion of Probable Cost (OPCC) - 100% Final

Project Owner: City of Lewisville

Prepared by LJA Engineering

CSJ

Date 10/30/2025

Project Description King Arthur Boulevard Traffic Calming and ADA Improvements

Reviewed by

Highway/Route King Arthur Boulevard

Date

Bid No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
REMOVAL					
104-7013	REMOVING CONC (SIDEWALK, RAMP OR SUP)	SY	276	\$50.00	\$13,800.00
104-7017	REMOVING CONC (CONC AND GUTTER)	LF	490	\$33.00	\$16,170.00
677-7008	ELIM EXT PM & MRKS (24")	LF	132	\$5.04	\$665.28
677-7009	ELIM EXT PM & MRKS (ARROW)	EA	7	\$44.00	\$308.00
677-7010	ELIM EXT PM & MRKS (DBL ARROW)	EA	4	\$83.00	\$332.00
677-7031	ELIM EXT PM & MRKRS (PLOWABLE RPMS)	EA	2001	\$0.75	\$1,500.75
	TOTAL REMOVAL				\$32,776.03
ROADWAY					
500-7001	MOBILIZATION	LS	5%	-	\$17,193.93
505-7001	TMA (STATIONARY)	DAY	180	\$250.00	\$45,000.00
528-7001	LANDSCAPE PAVERS	SY	201	\$121.94	\$24,509.94
529-7007	CONC CURB (MONO) (TY II)	LF	930	\$5.00	\$4,650.00
531-7002	CONC SIDEWALKS (5")	SY	49	\$148.00	\$7,252.00
531-7005	CURB RAMPS (TY 1)	EA	4	\$3,850.00	\$15,400.00
531-7006	CURB RAMPS (TY 2)	EA	3	\$3,530.00	\$10,590.00
531-7007	CURB RAMPS (TY 3)	EA	6	\$3,620.00	\$21,720.00
531-7010	CURB RAMPS (TY 7)	EA	10	\$3,850.00	\$38,500.00
	TOTAL ROADWAY				\$184,815.87
PAVEMENT					
644-7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	40	\$825.00	\$33,000.00
644-7009	IN SM RD SN SUP&AM TY10BWG(1)SB(P)	EA	4	\$746.24	\$2,984.96
666-7003	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	547	\$0.85	\$464.95
666-7024	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	200	\$24.96	\$4,992.00
666-7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	1630	\$16.75	\$27,302.50
666-7042	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	6	\$30.72	\$184.32
666-7045	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	EA	4	\$656.25	\$2,625.00
666-7093	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL)	EA	27	\$165.00	\$4,455.00
666-7099	REFL PAV MRK TY I (W)(BIKE SYML)(100MIL)	EA	27	\$189.50	\$5,116.50
666-7108	REFL PAV MRK TY I (Y)4"(DOT)(100MIL)	LF	1253	\$2.16	\$2,706.48
666-7405	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	21907	\$0.40	\$8,762.80
666-7417	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	11989	\$1.04	\$12,468.56
672-7004	REFL PAV MRKR TY II-A-A	EA	155	\$5.12	\$793.60
672-7005	REFL PAV MRKR TY II-C-C	EA	322	\$8.96	\$2,885.12
*	BIKE LANE BUFFERS	EA	167	\$355.00	\$59,285.00
	TOTAL PAVEMENT				\$168,026.79
	SUBTOTAL CONSTRUCTION COST				\$385,618.69
	CONTINGENCY		15%		\$57,842.80
	TOTAL CONSTRUCTION COSTS				\$443,461.49



**City of Lewisville
RFB #26-33-C King Arthur Blvd Traffic Calming**

Addendum No. 1

The bid document for the above-referenced project is amended as follows:

Questions from Bonfire:

Question: What is the engineer's estimate for this project?

Answer: \$385,618.69, plus a 5% Contingency.

Question: Who pays for construction water usage?

Answer: The Contractor.

Question: Who pays for construction materials testing?

Answer: The Contractor.

Question: What is the retainage withheld amount?

Answer: Retainage is not a part of this contract.

Questions from Pre-Bid Meeting:

Question: On the bump outs, is that removal of existing concrete?

Answer: No, it is on top of pavement, not cutting the pavement.



Question: Do you have an example of this being done before?

Answer: Yes, a few in Old Town Lewisville.

Question: Do you have any green thermoplastic?

Answer: No, it is white and yellow reflective thermoplastic striping. The quality of the markings is very important.

Question: Do you have reflective buttons?

Answer: Yes, around the bump outs and along the center double yellow line.

Question: Have you used median strip reflectors?

Answer: No, we have not.

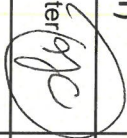

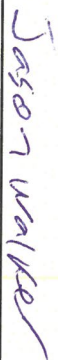
Bidders are advised to acknowledge receipt of Addendum No. 1 by filling in the appropriate blanks contained in the Proposal Form and, if applicable, the outer envelope of their bid.

CITY OF LEWISVILLE

PRE-BID

RFB #26-33-C Pre-Bid Meeting

11:00 A.M., Wednesday, December 17, 2025

	NAME (PRINT)	COMPANY	PHONE NUMBER	EMAIL ADDRESS
1	Janine Carpenter 	City of Lewisville	972-219-3766	icarpenter@cityoflewisville.com
2	Sirwan Shahoei 	City of Lewisville	972-219-5027	sshahoei@cityoflewisville.com
3	Andrew Howard	Team Better Block	580916244	Andrew@teambetterblock.com
4	Jason Walker 	COL	972-219-3703	
5	NOOR FAIQ	COL	972-219-3791	NFAIQ@CITYOFLEWISVILLE.COM
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City of Lewisville
RFB #26-33-C King Arthur Blvd Traffic Calming

Addendum No. 2

The bid document for the above-referenced project is amended as follows:

Bid Extended

The deadline for RFB #26-33-C has been extended to allow additional time for submissions. Submissions are now due Wednesday, January 21, 2026, at 2:00 p.m. local time.

The bid opening will now be held on Wednesday, January 21, 2026, at 2:30 p.m. local time at Lewisville City Hall. More details can be found in the “Events” section of Bonfire.

Bidders are advised to acknowledge receipt of Addendum No. 1 and Addendum No. 2 by filling in the appropriate blanks contained in the Proposal Form and, if applicable, the outer envelope of their bid.



City of Lewisville
RFB #26-33-C King Arthur Blvd Traffic Calming

Addendum No. 3

The bid document for the above-referenced project is amended as follows:

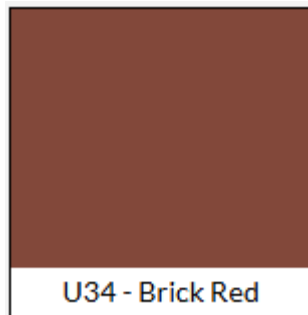
Clarification on Item #528-7001 Landscape Pavers

Pavers Specification:

The color of the pavers for the bump outs should be **Butterfield Color – U34 – Brick Red Color SikaColor-140 SG** for the concrete pavers. The recommended brands include Sika Brand and Maxwell Supply.



U-34 Brick Red
Butterfield Colorant
Butterfield Color



U34 - Brick Red



U34 - Brick Red

Bidders are advised to acknowledge receipt of Addendum No. 1, Addendum No. 2, and Addendum No. 3 by filling in the appropriate blanks contained in the Proposal Form and, if applicable, the outer envelope of their bid.