



25-90-C - Midway Branch Force Main

Project Overview

Project Details	
Reference ID	25-90-C
Project Name	Midway Branch Force Main
Project Owner	Kristi Byrd
Project Type	CSP
Department	Public Services
Budget	\$0.00 - \$0.00
Project Description	The work to be performed under this contract consists of furnishing all materials, labor, supervision, tools, equipment and all incidentals required for the construction of the Midway Branch Force Main. This includes, but not limited to 23,093 L.F. of 30-inch HDPE force main, eleven (11) 30-inch plug valves, and eight (8) 6-inch air/vacuum valves, as shown in the plans, along with all necessary appurtenances. All questions must be submitted on Bonfire in the questions and answers section. Award will be based on Local Government Code Chapter 2269. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful bidder will be required to certify compliance, if applicable.
Open Date	Jul 12, 2025 12:00 PM CDT
Intent to Bid Due	Aug 18, 2025 2:00 PM CDT
Close Date	Aug 18, 2025 2:00 PM CDT

Responses

Error: Check cell(s) B8

							Numeric	
Status	#	Item	Item Description	Quantity Required	Unit of Measure	Unit Price	Total Cost	

Main Project

Error: Missing value for 'Unit Price' in cell I8	#1-1	Start Up	For Mobilization, Insurance, and Bonds at 3%	1	Lump Sum		-	
Error: Missing value for 'Unit Price' in cell I9	#1-2	30-Inch HDPE Pipe by Open Cut	Furnish and Install 30-inch HDPE DR21 (100 psi) ASTM F714, Sanitary Sewer Force Main by Open Cut with Embedment	20841	Linear Foot		-	
Error: Missing value for 'Unit Price' in cell I10	#1-3	30-Inch HDPE Pipe by Bore	Furnish and Install 30-inch HDPE DR21 (100 psi) ASTM F714, Sanitary Sewer Force Main with 42-Inch Steel Encasement (1/2" Wall Thickness) by other than Open Cut	2085	Linear Foot		-	
Error: Missing value for 'Unit Price' in cell I11	#1-4	Embankment	Furnish and Install Embankment	93	Cubic Yard		-	
Error: Missing value for 'Unit Price' in cell I12	#1-5	30-Inch Plug Valve in 6' Manhole	Furnish and Install 30-Inch Plug Valve in 6-Foot Diameter Flat Top Manhole	1	Each		-	
Error: Missing value for 'Unit Price' in cell I13	#1-6	30-Inch Plug Valve in 4' Manhole	Furnish and Install 30-Inch Plug Valve in 4-Foot Diameter Manhole	6	Each		-	
Error: Missing value for 'Unit Price' in cell I14	#1-7	30-Inch Plug Valve in Direct Bury	Furnish and Install 30-Inch Plug Valve in Direct Bury	5	Each		-	

Error: Missing value for 'Unit Price' in cell I15	#1-8	6-Inch Air & Vacuum Valve	Furnish and Install 6-inch Air & Vacuum Valve Assembly in 4-Foot Diameter Manhole	9	Each	-
Error: Missing value for 'Unit Price' in cell I16	#1-9	30-Inch Force Main Connection	Connect to 30" Force Main	1	Each	-
Error: Missing value for 'Unit Price' in cell I17	#1-10	Concrete Pavement Replacement	Remove and Replace 8-inch Reinforced Concrete Pavement (4,200 psi strength) with 6-inch Flexible Base Subgrade Including Curb Gutter (full lane width replacement)	575	Square Yard	-
Error: Missing value for 'Unit Price' in cell I18	#1-11	HMAC Pavement Replacement	Remove and Replace 8-inch, HMAC Pavement Type B with 6-inch Flexible Base Subgrade	1260	Square Yard	-
Error: Missing value for 'Unit Price' in cell I19	#1-12	Sidewalk Replacement	Remove and Replace 10-Foot Wide Reinforced Concrete Sidewalk (4,000 psi strength) with Sand Embedment	1731	Square Yard	-
Error: Missing value for 'Unit Price' in cell I20	#1-13	Pipeline Marker	Furnish and Install Utility Pipeline Marker (Along Route Every 500 Feet)	46	Each	-
Error: Missing value for 'Unit Price' in cell I21	#1-14	Chain Link Fence Replacement	Remove and Replace of Existing "Green Vinyl Covered" 6-foot Chain Link Fence with Green Painted Posts, Rails and Hardware	375	Linear Foot	-

Error: Missing value for 'Unit Price' in cell I22	#1-15	Barbed Wire Fence Replacement	Remove and Replace of Existing 5-Strand Barbed Wire Fence with Steel Pipe Corner Bracings	615	Linear Foot	-
Error: Missing value for 'Unit Price' in cell I23	#1-16	Backfill	Furnish and Install 18-inch thick Cement Stabilized Backfill Design and	20	Square Yard	-
Error: Missing value for 'Unit Price' in cell I24	#1-17	Trench Safety System Design	Implement Trench Safety Systems	1	Lump Sum	-
Error: Missing value for 'Unit Price' in cell I25	#1-18	Trench Safety	Furnish, Install, Maintain and Remove Trench Safety	20841	Linear Foot	-
Error: Missing value for 'Unit Price' in cell I26	#1-19	SWPP Design	Design of SWPPP	1	Lump Sum	-
Error: Missing value for 'Unit Price' in cell I27	#1-20	Erosion Control	Furnish, Install, Maintain and Remove Erosion Control Devices	1	Lump Sum	-
Error: Missing value for 'Unit Price' in cell I28	#1-21	Construction Entrance	Furnish, Install, and Maintain Temporary Construction Entrance (Typical 3 Locations) (33 S.Y. Ea.)	100	Square Yard	-
Error: Missing value for 'Unit Price' in cell I29	#1-22	Construction Entrance Removal	Removing Temporary Construction Entrance (Typical 3 Locations)(33	100	Square Yard	-
Error: Missing value for 'Unit Price' in cell I30	#1-23	Temporary Chain-link Fence	Furnish, Install, and Remove Temporary 6-foot Chain Link Fence	375	Linear Foot	-
Error: Missing value for 'Unit Price' in cell I31	#1-24	Traffic Control Plan	Furnish, Install, Maintain Traffic Control Plan on City Streets	1	Lump Sum	-
Error: Missing value for 'Unit Price' in cell I32	#1-25	Tree Clearing	For Clearing and Grubbing of Trees (along tree area of alignment, within permanent	81	Station	-

Error: Missing value for 'Unit Price' in cell I33	#1-26	Concrete Encasement 6-Inch Waterline	For Concrete Encasement of Existing 6-inch Waterline to Support Existing Waterline	10	Linear Foot	-
Error: Missing value for 'Unit Price' in cell I34	#1-27	Sidewalk Marking Replacement	For Removing and Replacing "Stop Ahead" Sidewalk Marking	2	Each	-
Error: Missing value for 'Unit Price' in cell I35	#1-28	Sidewalk Striping Replacement	For Removing and Replacing Sidewalk 4-inch Solid Yellow Center Striping	1850	Linear Foot	-
Error: Missing value for 'Unit Price' in cell I36	#1-29	Street Sign Reinstallation	For Removing, Salvaging, and Reinstalling Street Sign	5	Each	-
Error: Missing value for 'Unit Price' in cell I37	#1-30	Pavement Marking Replacement	For Removing and Replacing "Only with Arrow" Pavement Marking	4	Each	-
Error: Missing value for 'Unit Price' in cell I38	#1-31	Pavement Striping Replacement	For Removing and Replacing Pavement 4-inch Solid White Striping	150	Linear Foot	-
Error: Missing value for 'Unit Price' in cell I39	#1-32	Mechanical Painting	For Mechanical Painting of Exposed Piping, Valves, and Fittings inside Manholes	1	Lump Sum	-
Error: Missing value for 'Unit Price' in cell I40	#1-33	Project Sign	Furnish, Install, Maintain, and Remove Project Sign	2	Each	-
Error: Missing value for 'Unit Price' in cell I41	#1-34	Temporary Asphalt Pavement	Furnish, Install, and Remove Temporary 2-Inch HMAc Pavement with 6-Inch Subgrade	95	Square Yard	-
Error: Missing value for 'Unit Price' in cell I42	#1-35	Gravel Drive Replacement	For Removing and Replacing Gravel Drive (6-Foot Wide Trench Repair)	220	Square Yard	-

Basket Total

\$ 0.00

Alternate Bid Items - Choose and Bid on only ONE method of crossing the Trinity River

Error: Missing value for 'Unit Price' in cell I46	#2-1	30-inch HDPE Pipe by HDD Under Trinity River	Furnish and Install 30-inch HDPE DR21 (100 psi) ASTM F714, Sanitary Sewer Force Main by Horizontal Directional Drilling (HDD) in lieu of by Boring with Steel Encasement and by Open Cut, from approximate station 135+20 to station 144+31.50	1	Lump Sum	-
Error: Missing value for 'Unit Price' in cell I47	#2-2	30-inch HDPE Pipe by Bore Under Trinity River	Furnish and Install 30-inch HDPE DR21 (100 psi) ASTM F714, Sanitary Sewer Force Main with 42-Inch Steel Encasement (11/16" Wall Thickness) by other than Open Cut under Elm Fork Trinity River	170	Linear Foot	-
Basket Total		\$ 0.00				

Alternate Bid Items - Choose and bid on only ONE method for connecting to the Treatment Plant 42-inch sewer line

Error: Missing value for 'Unit Price' in cell I51	#3-1	42-inch Sewer Line Dry Connection	Furnish and Install Two (2) 42-inch Line Stops at Wastewater Treatment Plant, Connect to Existing 42-inch RCCP Line with all Fittings and Appurtenances, and Removal and Disposal of 42-inch Line Stops after Connection	1	Lump Sum	-
Error: Missing value for 'Unit Price' in cell I52	#3-2	42-inch Sewer Line Wet Tap Connection	Furnish and Install 42-Inch x 30-Inch RCCP Tapping Sleeve and Valve to Connect to Existing 42-Inch	1	Lump Sum	-
Basket Total						\$ 0.00
Grand Total						\$ 0.00

CITY OF LEWISVILLE, TEXAS

SPECIFICATIONS FOR THE CONSTRUCTION OF THE

MIDWAY BRANCH FORCE MAIN PUBLIC SERVICES CAPITAL IMPROVEMENT PROJECT PROJECT NO. U1102 FM BID NO. 25-90-C



LEWISVILLE

Deep Roots. Broad Wings. Bright Future.

PREPARED BY

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

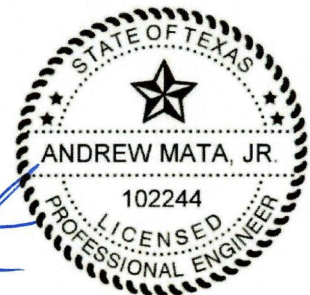
PROFESSIONAL ENGINEERS

DALLAS, TEXAS

Texas Firm F526

JUNE 2025

Andrew Mata, Jr.
06/16/2025





**CITY OF LEWISVILLE
COMPETITIVE SEALED PROPOSAL
#25-90-C
MIDWAY BRANCH FORCE MAIN
PROJECT NO. U1102**

1. INTRODUCTION

1.1 Competitive Sealed Proposals

The City of Lewisville shall use the procedures as authorized in Texas Government Code Chapter 2269 as described below to evaluate Competitive Sealed Proposals (CSPs). The City views the CSP as the framework to be used by the Proposer in preparing and submitting the proposal, and as an integral part of the final contractual agreement to be negotiated with the Proposer. It is important for the Proposer to become familiar with the requirements contained in the Instructions to Proposers as they will prevail in the event of any discrepancies or differences between project-related or contractual documents.

The contents of the successful Proposal acceptable to the City will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award. Any damages occurring to the City because of the Proposer's failure to adhere to the contract may be recovered from the Proposer.

1.2 Definition of Terms

- "CSP" shall refer to this Request for Competitive Sealed Proposals.
- "Proposal" or "CSP" shall mean a written offer to provide the equipment and services in accordance with requirements specified herein.
- "Proposer" shall mean a person, firm or corporation who submits a Proposal to provide equipment, material, and/or services necessary in the performance of the requirements specified herein.
- "Lewisville", "City", "Purchaser", or "Owner" shall refer to the City of Lewisville, Texas.
- "Furnish", "provide", "propose", or "offer" shall mean to supply, equip, and deliver the specified equipment, material and/or services to the Owner.
- "Must", "shall", "will", "is required", and "are required" are terms that identify a mandatory

item or factor. Failure to comply with a mandatory item or factor may result in the elimination of the Proposer's Proposal from future consideration.

- "Agreement" or "Contract" shall refer to the contract that will be negotiated with the selected Proposer and agreed to by the Owner and Proposer for award.
- "Bid Proposal Form" shall refer to the cost table and may be referred to in other areas of the contract as contract bid schedule, proposal pricing, bid form, or bid proposal.

1.3 CSP Schedule

- A. CSP project dates are available on Bonfire. It is the Contractor's responsibility to review the project dates and all public notices for changes to the CSP schedule.

1.4 Obligations of Proposers

Proposers are required to submit their Proposals upon the following express conditions:

- A. Proposers shall thoroughly examine all drawings, specifications, plans, instructions, and all other contract documents pertaining to this CSP.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding project site and facilities for delivery of materials or equipment and the performance of services as required by the CSP conditions.
- C. No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist because of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City.
- D. Proposal must comply with all Federal, state, county and local laws concerning these types of services.

1.5 Pre-Proposal Conference

The City will conduct a Pre-Proposal Conference for all interested parties. Attending the Pre-Proposal Conference is not mandatory but is **strongly recommended** for their own benefit.

1.6 Submittal of Proposal

- A. Proposals may be submitted through Bonfire at <https://cityoflewsville.bonfirehub.com/portal> OR
- B. One (1) hard copy and one (1) digital copy of the proposal shall be submitted to the Purchasing Division no later than the date and time prescribed and at the place indicated in the advertisement.
- C. Hard Copy proposals shall be submitted in two (2) opaque sealed envelopes plainly marked on the outside with the Project Title, CSP Number, acknowledgement of any addenda, and the name and address of the Proposer.
 - 1. The first envelope shall be labeled "Proposal Pricing" and include:
 - i. The completed Bid Proposal Form described in Section 2.1A.
 - ii. A Bid Bond as described in Section 3.1.

- iii. The completed Proposal Form, acknowledging all addenda.
- 2. The second envelope shall include the following items:
 - i. All other required forms listed in Section 2.1.B, and not included in the first envelope.
 - ii. Complete Proposal Evaluation Criteria as described in Sections 2.1.C through 2.1.F.
 - iii. General Conditions review comments (if any), as described in Section 2.1.G. If none, please provide one page stating the General Conditions are acceptable as is.
- D. Incomplete proposals will not be evaluated and will not be eligible for contract award.
- E. Regardless of the chosen delivery method, it is the sole responsibility of the 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. All packages to be marked with the firm’s name and CSP # 25-90-C.

2. PROPOSAL EVALUATION AND SELECTION CRITERIA

- 2.1 The Owner will initially review and evaluate each Proposal received to determine the Proposer’s ability to meet the requirements of the City, which does not include cost. The Evaluation Committee will determine the Proposer best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Proposers will form the Proposer shortlist. Cost points will be applied at the timing in the evaluation process determined by the Evaluation Team. The City reserves the right to review cost proposals at any stage in the process, following initial review of the written proposals, to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Best and Final Offer (BAFO). The Proposals will be evaluated using the following criteria and weighting factors.

Rating Category	Description	Maximum Points Available
A	Cost Proposal Form	50
B	Qualifications, Financial Soundness, Collaborative Approach, & Relevant Project Experience of Proposer	20
C	Qualifications, Collaborative Approach, & Experience of the Proposed Project Personnel	20
D	Safety Practices and Record for Last 5 Years & Required Purchasing Documents	10
Total		100

A. Cost Proposal Form: Submit the completed Cost Proposal Form using the following steps:

The City may request candidate(s) to provide more detailed information from candidate(s) at the interviews, as it deems necessary to better understand the Contractor's Proposal cost submitted by any candidate.

The City will not accept responsibility for any errors of any kind submitted by any respondent. All information provided will be assumed to be a true accurate representation of cost for each line item.

The amounts in the Contractor's Bid Proposal form may be changed during negotiations between the Proposer and Owner. Negotiations, if any, will be conducted in accordance with Texas Government Code Section 2269.155.

B. Qualifications and Relevant Project Experience of Proposer:

1. Provide general information about the Proposer's business organization. General information includes corporate name and address, form of business (corporation, partnership, joint venture, etc.), historical information of the business including previous names and organization of predecessor business ventures that have evolved into the present organization, names and titles of key executives operating the business, list of branch offices, if any, number of employees and estimated annual revenues, etc.
2. The Proposer shall provide its corporate approach to collaboratively working with, in and around, without limitation, other adjacent construction project(s); commercial business, municipal facilities (while maintaining their operations); and the general public. Emphasis should be given to discussing the Proposer's strategies for protecting the safety of the public and city staff; maintaining operational access; minimizing conflicts; and coordinating the Proposer's work plan with other nearby contractor(s)' schedules and logistics plans.
3. The Proposer must furnish details of the company demonstrating qualifications to complete the work. Provide a list of at least three (3) and no more than five (5) public sector roadway projects of similar scope and size to this project, completed within the past eighth (8) years. For each project include the following information:
 - a. Name & Description of the Project outlining work done on roadway pavement construction, water line construction, sanitary sewer construction, drainage facility construction, retaining wall construction, and traffic control phasing.
 - b. Original & Final Contract Amount
 - c. Start Date, Completion Date, Contract Duration (original and final).
 - d. Owner's Contact Information (Provide the contact person most familiar with your firm's work)
 - e. Proof that Contractor has reconstructed a principal arterial roadway in a commercial area successfully within the DFW area.
4. **Financial Management:** Proposer shall provide financial statements to determine

the eligibility to receive a contract. Financial statements shall be composed of a balance sheet, income statement, and appropriate supporting schedules, such as note disclosures or cash flows, as of the end of the company's most recent fiscal year. Financial statements are to be audited, reviewed, or compiled by an independent Certified Public Accountant. Pro-forma financial statements will not be accepted by the City. Financial statements are considered confidential information, are reviewed by a member of the City of Lewisville Finance Department and will be returned to the proposer upon request.

C. Experience & Qualifications of Proposed Project Personnel

1. **Organizational Chart:** Provide an organizational chart showing your firm's proposed project team; roles and responsibilities; and relationships to the City, Engineer, and subcontractors.
2. **Resumes:** Provide resumes with the details of education, experience, and qualifications of the management team and key personnel proposed for this Project. Key personnel typically include the Project Manager, Project Superintendent, Safety Manager including experience with traffic control plans, and Quality Control Manager. If one or more key roles are to be filled by one individual, this information is to be provided with the list of proposed individuals. Qualifications and certifications of these individuals and their experience on similar types of projects will be considered in evaluating the Proposer.

D. Safety Practices and Record for Last 5 Years: Please submit a summary of your firm's safety practices and any unique strategies for this project. Provide your firm's Experience Modification Rate (EMR) for each of the last five (5) years, and the five (5) year average EMR, including the name of insurance company/companies providing those rates.

E. Proposer's Other Required Forms

1. **All signature required forms, or any forms listed as "Requested Information" as listed in Bonfire.**

3.0 ADDITIONAL INFORMATION FOR PROPOSERS

3.1 Bonds/Warranty

All work performed under this contract for the City of Lewisville shall be warranted for a period of two (2) years. If within two years after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of notice from the City.

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

A bid bond equal to five percent (5%) of the project amount is to be included within the sealed proposal. If you are providing documents via Bonfire, you must submit a copy of bid bond with your proposal documents online. The hard copy of the bid bond maybe requested

after proposal opening.

3.2 Insurance

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

3.3 Procedural and Content Questions

Any Proposer requiring further clarification of the CSP procedures, or the project requirements should submit specific questions in writing via Bonfire at: <https://cityoflewisville.bonfirehub.com/portal> for consideration. Only written responses from the City will be binding regarding inquiries requesting clarification or additional information. These City responses to any inquiry will be distributed simultaneously to all CSP document holders of record with the City, also via Bonfire. During the review of the CSP requirements and preparation of the Proposal, certain errors, omissions or ambiguities may be discovered. Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this CSP or the procedures should be requested in writing via Bonfire. Oral explanations or instructions given before the award of the Contract are not binding.

3.4 Exceptions to CSP Specifications and Addenda

During the proposal process changes or corrections to the CSP requirements may be identified. Any interpretations, corrections, exceptions, or changes to the CSP requirements will be made by written addendum issued by the City. Addenda will be provided to all Proposers who are known to have received this CSP from the City via Bonfire. Only information supplied in writing by the City should be used in the preparation of proposals.

3.5 Disclosure of Proposal Contents

- A. Proposals will be opened in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during negotiations. Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award or rejection action. All proposals are open for public inspection after the contract award, but trade secrets and confidential information in the proposals are not open for public inspection if such data is clearly identified as such. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, they agree that by submission of their proposal that those sections shall be deemed non-proprietary and made available upon public request.
- B. Proposers are advised that the confidentiality of the proposals will be protected by the City to the extent permitted by law. Proposers should consider the implications of the Texas Open Records Act, particularly after the Proposal process has ceased and the contract has been awarded. While there is provision in the Texas Open Records Act to protect proprietary information, particularly under Section 3(9) and Section 3(10) of this act where

the Proposer can meet certain evidentiary standards, Proposers are advised that a determination on whether those standards have been met will not be decided by the Purchasing Department of the City of Lewisville, but by the Office of the Attorney General of the State of Texas.

3.6 Cost of Proposal

- A. This CSP does not commit the City to pay any costs incurred by any Proposer in preparation and/or submission of a proposal, or for procuring or contracting for the items to be furnished under the Proposal. All costs directly or indirectly related to responding to this CSP, including all costs incurred in providing supplementary documentation or presentation which may be required by the City, will be borne by the Proposer.
- B. Each Proposer will be responsible for all costs incurred in preparing or responding to this CSP. The Proposer agrees to bear all risks for loss, injury, or destruction of hardware, software or goods and materials (ordered or supplied as the result of the eventual contract) which might occur prior to delivery to the City, and such loss, injury, or destruction shall not release the Proposer from any obligations under the Proposal or any resulting contract.

3.7 Risk of Loss

The Proposer agrees to bear all risks of loss, injury, or destruction of hardware, software or goods and materials (ordered or supplied as the result of the eventual contract) which might occur prior to delivery to the City, and such loss, injury, or destruction will not release the Proposer from any obligations under the Proposal or any resulting contract.

3.8 No Obligation

This procurement in no manner obligates the City or any of its agencies to the eventual purchase, rental, or lease of any software, hardware or services offered until authorized by the City Council and confirmed by a written contract signed by an authorized representative of the City.

3.9 Rights to Proposal and Contractual Material

All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by the Proposer shall become property of the City upon receipt.

3.10 Use of City Logo

The City of Lewisville's Logos and Images (hereinafter "Logo") are registered trademarks with the State of Texas Secretary of State and the City of Lewisville is the owner of all rights to the Logo. Unauthorized use of the Logo is strictly prohibited.

3.11 Proposal Offer Firm

Proposals received in response to this CSP, including pricing information, will be considered firm for 60 days after Proposal opening date.

3.12 Termination

The City reserves the right, at its sole and unqualified discretion, to cancel this CSP at any time prior to award of a contract. The City makes no warranty regarding this Proposal that a contract will be awarded to any Proposer.

3.13 Proposal Format Requirements

- A. Proposal pages are to be 8-1/2" x 11" size printed on one side only using a minimum font size of 10. Include 11" x 17" sheets as needed folded to the size of an 8-1/2" x 11" sheet. Provide a tab to separate materials responding to each of the Categories described in Section 2.1, for each of the contents of both envelopes.
- B. Provide a digital copy of the Proposal in Portable Document Format (PDF) on a flash drive. This digital copy shall exactly match the content of the printed copy of the Proposal. When creating the digital copy:
 - 1. Create PDF documents from native format files.
 - 2. Rotate pages so that the top of the document appears at the top of the file when opened in PDF viewing software.
 - 3. Submit PDF documents with adequate resolution to allow documents to be printed in a format equivalent to the original documents. Documents are to be scalable to allow printing on standard 8-1/2" x 11" or 11" x 17" paper.
 - 4. Submit color PDF documents if color is used in the printed version of the documents.

3.14 Signing of Proposals

- A. Proposals must show the full firm name and address of the Proposer and be manually signed. The person signing the proposal must show title or authority to bind the firm in a contract. The submission and signature of a proposal will indicate the intention of the Proposer to adhere to the provisions in this CSP.
- B. Proposals which are signed for a partnership must be signed in the firm's name by at least one partner of the firm or by an attorney-in-fact. If signed by an attorney-in-fact, there should be, attached to the proposal, a Power of Attorney evidencing authority to sign proposals, dated the same date as the proposal, and executed in accordance with legal requirements of the firm.
- C. Proposals which are signed for a corporation must have the correct corporate name thereon and signature of the authorized company official. The title of the office held by the person signing for the corporation must appear below the signature of the officer.
- D. Proposals which are signed by an individual doing business under a firm name must be signed in the name of the individual doing business under the proper firm's name.

3.15 Withdrawal of Proposal

A Proposer's Proposal may be withdrawn by a duly authorized representative of the Proposer at any time prior to the proposal submission deadline, upon presentation of acceptable identification.

3.16 Amending of Proposals

A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate, or assemble proposal materials.

3.17 Rejection of Proposals

Proposals tendered or delivered after the official time designated for receipt of the proposal shall not be considered and will be returned unopened.

4.0 PROPOSAL EVALUATION PROCESS:

- 4.1** Pre-Qualification of Proposers is not required to submit a Proposal.
- 4.2** Proposals will be opened publicly to identify the names of the Proposers and their respective proposed contract amounts.
- 4.3** The Purchasing Manager shall convene a Proposal Evaluation Committee (the Committee) for this project utilizing the Competitive Sealed Proposal method of procurement. Within forty-five (45) calendar days after opening the Proposals, the Committee shall evaluate all submitted proposals and rank order the responsive Proposals from highest to lowest score.
- 4.4** Following the opening of Proposals, the Committee shall meet to conduct a preliminary examination of each Proposal for compliance with the Evaluation Criteria provided herein. All Proposals will be reviewed for completeness and those found to be either incomplete or non-responsive will be rejected from further consideration. The Committee decision will be final. The Committee will evaluate only responsive and complete proposals.
- 4.5** After preliminary examination and ranking, an award may be made to the Proposer offering the best value, without discussion, clarification or modification, or the Committee may decide to further evaluate potentially favorable Proposals.
- 4.6** The Committee shall conduct thorough evaluations of all responsive Proposals to rank each from best-to-least-desirable. The Committee will base its recommended ranking on the information provided in the Proposals, as well as reference checks, interviews, and/or personal knowledge, as determined by the Committee to be in the best interests of the City. The Committee may elect to conduct any of the following additional activities regarding any responsible Proposer:
 - i. Proposer client reference checking
 - ii. Proposer sub-contractor reference checking
 - iii. Financial and insurance verifications
 - iv. Proposer client site visits to inspect ongoing or completed work performed by the Proposer
- 4.7** The Committee may make such investigation as is deemed necessary to determine the ability of the Proposer to provide the equipment, material, and/or services as required by this CSP and to determine the adequacy of the proposed equipment, material, and/or services. The Proposer shall furnish, upon request and in a timely manner, all such data and information requested for this purpose.
- 4.8** Discussions may be conducted individually with Proposers who submit responsive proposals and who are determined reasonably qualified for award of a contract. Revisions and/or clarifications may be requested after proposal submission and before contract award to obtain best-and-final offers. The Committee will endeavor not to disclose any information derived from the Proposals submitted by competing firms in conducting such discussions.

- 4.9** Proposers may be interviewed in person by the Committee. Selected Proposers will be notified of the date, time, and location of any interviews in advance, and every effort will be made to conduct interviews in a time that is mutually beneficial to the City evaluation team and the perspective Proposers.
- 4.10** If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked Proposer, the Owner will terminate discussions with that Proposer. The Owner will then proceed with negotiations with each successive Proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals. After termination of discussions with any Proposer, Owner will not resume discussions with that Proposer.
- 4.11** The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.
- 4.12** If a Contract is awarded, it will be awarded to the Proposer offering the best value to the Owner, based upon the published selection criteria, and upon its ranking evaluation. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.
- 4.13** **Disqualification of Proposals**
Proposers may be disqualified for any of the following reasons:
- A. The Proposer is involved in any litigation against the City.
 - B. The Proposer is in arrears on an existing contract or has defaulted on a previous contract with the City.
 - C. The Proposer lacks financial stability.
 - D. Proposer has failed to perform under previous or present contracts with the City.
 - E. The Proposer failed to adhere to one or more of the provisions established in this CSP.
 - F. The Proposer failed to submit its proposal in the format specified herein.
 - G. Any attempt by the Proposer to negotiate or give information concerning the contents of its proposal to the City or its representatives other than as officially requested by the Purchasing Manager.
 - H. If it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the City with a view toward securing or amending, or the making of any determinations with respect to the CSP or contract.
- 4.14** **Alteration of Proposals**
Proposals may be rejected if they show any alteration of words or figures, additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures, or irregularities of any kind, or contain any unbalanced values.
- 4.15** **Right to Waive Irregularities**
Proposals will be considered as being “irregular” if they show any omission, alterations of form, additions, or conditions not called for, or irregularities of any kind. The City

reserves the right to waive minor irregularities in proposals. This right is at the sole discretion of the City.

4.16 Award

- A. Receipt of any proposal shall under no circumstances obligate City to accept the lowest Bid Proposal.
- B. The City reserves the right to reject any or all proposals submitted in response to this CSP. City reserves the right to reject any Proposal, if indication or review of any services or equipment proposed is deemed to have an unsatisfactory performance record or does not completely meet the requirements for the project.
- C. Until award of a Contract is made by the City, the City may re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the City.
- D. A purchase contract will be developed and executed with the selected Proposer.

4.17 Proposer Project Manager

Upon award of contract, the Proposer shall assign a project manager who shall be the single point of contact for the Proposer and shall have the power to make decisions concerning all technical and implementation matters. Any proposal submission that lacks any of these components will not constitute a proposal, will not be evaluated, and will not be eligible for contract award.

BID

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

**MIDWAY BRANCH FORCE MAIN
PROJECT NO. U1102**

Submittal 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 **365 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 reviewed all documents on Bonfire 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 submissions.

The undersigned Bidder acknowledges and agrees that this Bid 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 ten (10) 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 Instructions to Bidders.

A 5% contingency may 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 (Lift station wet well and dry well, fences, communication tower, 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 the 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: Electrical, mechanical and SCADA system, Sanitary Sewer system, 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	_____

BID BOND

**STATE OF TEXAS
COUNTY OF DENTON**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Lewisville, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$ _____ as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **MIDWAY BRANCH FORCE MAIN PROJECT U1102**(the "Project").

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this, the _____ day of _____, 20 ____.

ATTEST:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

PRINCIPAL:

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

The Resident Agent of the Surety in Denton County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: If Resident Agent is not a corporation, give a person's name.

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:

**# 25-90-C MIDWAY BRANCH FORCE MAIN
PROJECT NO. U1102**

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:

Bond Number_____

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:

**# 25-90-C MIDWAY BRANCH FORCE MAIN
PROJECT NO. U1102**

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:

25-90-C MIDWAY BRANCH FORCE MAIN PROJECT NO. U1102

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.

PURCHASE ORDER TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

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

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

LAWS AND ORDINANCES

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

PROTECTION OF RESIDENT WORKERS

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

IMMIGRATION REFORM AND CONTROL ACT

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

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

Contractor Name

Authorized Signature

Date

Lewisville 2025 - Sustainability

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

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

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

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

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

Attach supporting documentation if needed

**CITY OF LEWISVILLE
PURCHASING DIVISION**

STATE RECIPROCAL REQUIREMENT

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

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

NON-COLLUSION STATEMENT

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

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

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: _____

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS COMPETITIVE SEALED PROPOSAL ("CSP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm Name: _____

Date: _____

Authorized Signature:

Printed Name:

CITY OF LEWISVILLE, TEXAS

MIDWAY BRANCH FORCE MAIN

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CITY OF LEWISVILLE, TEXAS
MIDWAY BRANCH FORCE MAIN
PUBLIC SERVICES CAPITAL IMPROVEMENT PROJECT
PROJECT NO. U1102 FM
BID NO. 25-90-C

SPECIAL CONDITIONS

SC.01 GENERAL

This project shall be constructed in accordance with the current City of Lewisville Standard Construction Details and Technical Specifications, which include the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, 2017 5th Edition. Also included is the City of Lewisville Special Supplemental General Conditions that modify, revise, or amend the NCTCOG Standard Specifications. The provisions of this section of the specifications shall govern in the event of any conflict between them and the NCTCOG Standard Specifications for Construction.

SC.02 ENGINEER OF RECORD

The word "Engineer of Record" in these specifications shall be understood as referring to Birkhoff, Hendricks & Carter, L.L.P., Professional Engineers, 11910 Greenville Ave., Suite 600, Dallas, Texas, 75243, Engineer of the Owner, or such other representatives as may be authorized by said Owner to act in any particular position.

SC.03 LOCATION OF PROJECT

This project is located in the City of Lewisville, Denton County, Texas. A map showing the work areas is included in the plans.

SC.04 SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, labor, supervision, tools, equipment and all incidentals required for the construction of the Midway Branch Force Main. This includes, but not limited to 23,093 L.F. of 30-inch HDPE force main, eleven (11) 30-inch plug valves, and eight (8) 6-inch air/vacuum valves, as shown in the plans, along with all necessary appurtenances.

SC.05 TIME AND ORDER OF COMPLETION

All items of work include under this contract shall be completed within **Three Hundred Sixty-Five (365)** (calendar days) after the date of the written notice to

commence work for the respective sections, subject to such extensions of time as are provided by the General and Special Conditions. The work order shall consist of a written request by the Engineer from the Contractor to proceed with the construction of the project.

SC.06 COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Five (5) sets of 11"x17" plans and letter-sized specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

SC.07 STATE AND CITY SALES TAXES

Recent legislation has removed the sales tax exemption previously provided by Section 151.311 of the Tax Code covering tangible personal property purchased by a contractor for use in the performance of a contract for the improvement of City-owned realty.

It is still possible, however, for a contractor to make tax-free purchases of tangible personal property which will be incorporated into and become part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one which separates charges for materials from charges for labor. Under such a contract, the contractor becomes a "seller" of those materials which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The contractor issues a resale certificate in lieu of paying the sales tax at the time such items are purchased. The contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for materials which do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

Utilization of this "separated contract" approach eliminates the need for bidders to figure in sales tax

for materials which are to be incorporated into the project. The successful bidder will be asked to complete a bid form separating materials and labor. The successful bidder's bid form will be used to develop the "separated contract" and will determine the extent of the tax exemption.

Non-Taxable materials are designated as such in each bid item. All other items are labor and taxable material.

SC.08 REFERENCED SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SC.09 TRADE NAMES AND MATERIALS

No material which has been used by the Contractor for any temporary purposes whatever is to be incorporated in the permanent structure without written consent of the Engineer.

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 or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion of judgment of the Engineer. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples and shall never have been used for any temporary purpose whatsoever. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the 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.

SC.10 PERMITS AND RIGHT-OF-WAY

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property.

It shall be the responsibility of the Contractor, prior to the initiation of construction through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of work, unless otherwise specified herein.

SC.11 PROPERTY LINES & MONUMENTS

The Contractor shall protect all property and right-of-way corner markers, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

SC.12 EXISTING STRUCTURES

The plans show the location of all known surface and subsurface structures and service lines. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of such work, provisions for which are not made in the plans and proposal, in which case the provisions in these specification for extra work shall apply.

SC.13 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. The Contractor shall contact the utility company prior to construction near their services.

SC.14 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs to their property that

may be made necessary by the performance of this contract.

SC.15 FENCES, DRAINAGE CHANNELS AND CROP DAMAGE

Boundary fences or other improvements removed to permit this construction shall be replaced in the same location and left in a condition as good as or better than that in which they were found. No separate pay item has been established for fence removal and replacement. All work and materials required to remove and replace existing fences shall be considered subsidiary to the appropriate bid items.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

In locations where the work site is in or adjacent to fields containing crops, the Contractor shall reimburse the Owner of said crops for all damages thereto as a result of activities of the Contractor, except crops which lie within the permanent or construction easement.

SC.16 PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during the life of his contract.

SC.17 CLEANUP

The Contractor shall at all times keep the job site as free from all material, debris and rubbish as is practicable 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 plant, materials, tools and equipment belonging to him and leave the site with an acceptable appearance. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

SC.18 GUARANTY AGAINST DEFECTIVE WORK

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract, arising from

defective workmanship or materials used therein, for a period of two (2) years from the date of final acceptance of the work.

SC.19 TESTING AND QUALITY CONTROL

A. Testing Materials

Observation of the Contractor's work to determine compliance with the plans and specifications will include testing of material installed on the project. Testing of work performed and materials furnished shall be done by a commercial laboratory employed by the Owner. The Contractor shall use only materials in the work which meet the requirements of the specifications. The City will employ the services of an Engineering Testing Laboratory to make inspections and to sample and test the materials to be used in the work. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected.

B. Quality Control

During the construction, the Owner will retain the Engineering Testing Laboratory to perform services related to checking the quality of the work being performed by the Contractor to determine if the improvements are being constructed in accordance with the plans and specifications. THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY WITH REGARD TO CONSTRUCTING THE WORK IN ACCORDANCE WITH THE CONTRACT. If the Contractor fails to meet specified conditions, by the second test, further tests to demonstrate compliance with the contract shall be at the expense of the Contractor.

THE CONTRACTOR SHALL GIVE THE ON-SITE REPRESENTATIVE OF THE OWNER SUFFICIENT NOTICE OF HIS INTENTION TO CONSTRUCT PORTLAND CEMENT CONCRETE PAVEMENT, STRUCTURAL CONCRETE, OR HOT MIX ASPHALTIC CONCRETE TO ASSURE THE ADEQUATE QUALITY CONTROL OF CONSTRUCTION MATERIALS AND WORKMANSHIP.

C. Testing and Quality Control Services

Testing and Quality Control Services shall include but are not limited to the following:

- 1) Reinforced Concrete Pavement
 - a) Analysis of Aggregates
 - b) Decantation Tests
 - c) Inspect Aggregate Stockpiles
 - d) Prepare or Check Concrete Batch Design
 - e) Slump and Air Content Tests
 - f) Flexural or Compressive Strength Tests
- 2) Embankment and Backfill
 - a) Moisture - Density Curves
 - b) Field Compaction Tests
- 3) Embedment
 - a) Gradation

SC.20 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors.

SC.21 USE OF EXPLOSIVES

Use of explosives will not be allowed on this project.

SC.22 BARRICADES, LIGHTS & WATCHMEN

Where the work is carried on in or adjacent to any street, alley or public place the Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a reflective color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it and whenever evidence is found of such damage the Contractor shall

immediately remove the damage portion and replace it at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the Owner.

SC.23 DISPOSAL OF WASTE & SURPLUS EXCAVATION

All trees, stumps, slashings, brush, other debris or deleterious material generated as a part of this work, shall be removed from the property. Any required disposal permits shall be the sole responsibility of the Contractor.

All excavated earth in excess of that required for backfilling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Owner, it can be neatly spread over the adjacent area. All top soil shall be retained for final grading or new top soil imported.

SC.24 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 agent will observe the construction on behalf of the Owner. The Owner's agent 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, not to supervise the work or be responsible for jobsite safety.

SC.25 LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution of the work.

SC.26 SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have on the project at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of the Work subcontracted.

SC.27 CONNECTIONS TO EXISTING FACILITIES

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock if necessary) to complete connections in the minimum time. Operations of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the Owner.

SC.28 CONSTRUCTION SCHEDULE AND PROJECTION OF PAYMENTS

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project within the time provided in the specifications.

SC.29 EXAMINATION OF SITE OF PROJECT

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and as to method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

SC.30 PARTIAL PAYMENTS

Item 109.5 of the General Provisions of NCTCOG shall be revised with the addition to the following:

On projects where the contract price, at the time of execution, is greater than \$400,000, the Owner shall retain 5% of the amount due to the Contractor until final payment.

SC.31 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the

roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances and informed as to the length of time driveways will be closed, which period shall not exceed six (6) hours.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Owner, and it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads and private drives.

SC.32 PROTECTION OF TREES

The Contractor shall make every reasonable effort to protect all trees along the project right-of-way. When crossing private property no tree outside of the permanent easement of the project, six inches (6") in diameter or larger shall be removed or have limbs trimmed without the approval of the Owner. Clipping or sawing of branches shall be done neatly by an approved method to prevent splitting or tearing of the wood. Pruning paint shall be applied to the newly cut branches. Minor adjustments in alignment will be allowed to protect trees.

SC.33 TPDES GENERAL PERMIT APPROVED FOR CONSTRUCTION STORM WATER

TPDES Construction General Permit, Permit No. [TXR150000](#), was approved, signed and became effective on March 5, 2023.

The Contractor shall be responsible for obtaining all required and current forms and notices that will be kept at the construction site, and any forms required to be submitted to the Owner and TCEQ. Contractor shall contact TCEQ or visit the TCEQ website for current forms.

The Texas Pollutant Discharge Elimination System (TPDES) program implements the federal National Pollutant Discharge Elimination System (NPDES) program in the state of Texas. The EPA Region 6 (located in Dallas) has administered the Phase I storm

water general permit for construction activities disturbing 5 or more acres within the state of Texas until the TPDES permit has been issued. On March 5, 2003 the TCEQ became the permitting authority for these discharges. This general permit also covers storm water discharges from Phase II construction activities that disturb at least 1 acre and less than 5 acres. Further information may be obtained from the [Executive Director's Response to Comments](#) and the [TXR150000 Fact Sheet](#).

The Contractor shall be responsible for obtaining all the required current forms and notices that will be kept onsite at the construction jobsite and any forms submitted to the TCEQ, and the City.

A. 5 or more acres Disturbed

- 1) Obtain a copy of the TCEQ CGP (TPDES Permit No. [TXR150000](#)).
- 2) Develop and implement a storm water pollution prevention plan (SWP3).
- 3) Complete and submit an [NOI](#) to the TCEQ (using the TCEQ form) to the address listed on the form prior to the commencement of the construction.
- 4) Submit an Notice of Termination ([NOT](#)) once the site has reached final stabilization.
- 5) The NOI and NOT Forms and Instructions are attached.

B. 1 to Less Than 5 Acres Disturbed

For construction projects that will disturb 1 or more acres, but less than 5 acres, including the larger common plan of development:

- 1) Obtain a copy of the TCEQ CGP (TPDES Permit No. [TXR150000](#)).
- 2) Develop and implement a storm water pollution prevention plan (SWP3).
- 3) Complete and post a site notice.
- 4) Before construction begins,
 - If the site qualifies, complete and submit a [Low Rainfall Erosivity Waiver Form](#).
 - Or complete and post a site notice. (Template at the end of TPDES Permit No. [TXR150000](#))

For construction projects that will disturb 1 or more acres, but less than 5 acres, and are part of a larger common plan of development or sale that will disturb 5 or more acres, refer to [5 or More Acres Disturbed](#).

C. Smaller Sites

For construction projects that will disturb less than one acre and are not part of a larger common plan of development, coverage under this permit is not required.

If the construction activity develops into a larger project, then permit coverage may be required at that time based on the total number of acres that will be disturbed: [5 or More Acres](#) or [1 to Less Than 5 Acres](#).

SC.34 TRENCH SAFETY SYSTEM

The Contractor may utilize all area within the permanent easements and right-of-way to facilitate trench safety systems. No work shall extend outside of the easements and right-of-way.

SC.35 COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto the Contractor agrees that.

- A. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- B. He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

SC.36 WATER FOR CONSTRUCTION

The Contractor shall make the necessary arrangements for securing and transporting water for construction, including water for testing, mixing of concrete, sprinkling, flushing.

The City of Lewisville will provide water as required at its expense for normal or site construction activities.

Any party requesting use of a temporary water meter, to be attached to a City of Lewisville fire hydrant for the purpose of receiving water for construction, shall use the meter in a proper manner and maintain the meter in working condition.

The Contractor shall apply to the City Water Billing Department to receive a temporary water meter. A deposit of \$1,000.00 will be required for use of the meter. If the meter is returned in working condition at the completion of the project, the full deposit of \$1,000.00 will be returned. Department regulations govern the extent of refund if the meter is returned in a less than acceptable condition.

Such meter shall be attached to fire hydrants only when water is being discharged from the hydrant. It is unlawful for any party to leave a temporary fire hydrant water meter connected to a fire hydrant at any time when water is not being discharged from said hydrant.

Temporary fire hydrant water meters will be read on a monthly basis by a representative of the Lewisville Utility Meter Department. Water volume used will be reported to, and monitored by, the City Inspector.”

Contractor shall truck metered water from City fire hydrant to construction site.

SC.37 VIDEO OF PROJECT SITE

The Contractor shall provide a video (USB drive) of the entire project site prior to commencement of construction activities. One copy shall be transmitted to the Engineer and one copy retained by the Contractor, as a shop drawing submittal.

SC.38 COMPUTER GENERATED SPREAD-SHEETS

A computer generated Bid Schedule will be uploaded via the City’s online bidding process via Bonfire.

The bidder is fully responsible for checking all mathematical extension and summations.

SC.39 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The Contractor understands and agrees that time is of the essence of this contract and that for each day of delay beyond the date agreed upon for the completion of all items of work herein specified and contracted for (after due allowance of such extension of time as is provided for), the Owner may withhold permanently from the Contractor’s total compensation the sum of One Thousand Dollars (\$1,000.00) per day as stipulated damages for such delay and per NCTCOG 108.8.

SC.40 NEXT DAY LOOK AHEAD

The Contractor shall email City Inspector, testing laboratory and Birkhoff, Hendricks & Carter, L.L.P. each week the description of work for the preceding week in the format below:

Next Week (Day) Look Ahead

Owner: _____ Today's Date: _____

Project: _____ By: _____

Bid Item Description	Location	Description of Work Limits of Work

SC.41 TECHNICAL SPECIFICATIONS

The technical specifications included in this document are made part of the special conditions to the contract and in the priority of contract documents listing (NCTCOG Item 105.1) follow the proposal.

SC.42 PAYMENT FOR MATERIALS ON HAND

The City will only consider major items of equipment for payment as materials on hand prior to installation. Major items of equipment will include the following:

Valves	Manholes	Detour Plan
Fittings	Phasing Plan	Pipe

The City may at its option allow storage off site at an approved location. Retainage will be held for materials on hand in the monthly pay request. As the materials are installed the contractor shall notify the inspector that the work is now incorporated into the project and can be removed from the material on hand list.

SC.43 MOBILIZATION

The City has established a bid item for Mobilization. Mobilization includes the City required Bonds and Insurance along with Mobilization. The bid item cannot exceed 3% of the total amount bid. In the contractor's breakdown of major items of work, Bonds and Insurance will be valued at 1.5% and Mobilization will be valued at 1.5% of the amount bid. Payment for the Bond and Insurance will be paid at execution of the contract and upon the contractor providing the City a copy of the PAID Bond and Insurance premium or a letter from the

Bond and Insurance Company stating that the Bond and Insurance is in place for the project. Payment for mobilization will be paid in five equal payments and will include the cost of shop drawing preparation and for the actual mobilization. First payment will be the end of the first full month after award of the contract.

SC.44 COST OF INSPECTION BEYOND CONTRACT TIME

Outside of the liquidated damages established by NCTCOG Standard Specifications for North Central Texas, the contractor will be responsible for payment of inspectors beyond the contract time. The cost will be \$150.00 per hour and the amount will be deducted from the contractor's monthly pay request.

SC.45 SHOP DRAWINGS, OPERATION & MAINTENANCE MANUALS AND TRAINING

A. Shop Drawings and Record Drawings

The CONTRACTOR shall submit shop or design drawings to the ENGINEER for all proposed equipment or materials in PDF electronic file format via email to MBFM@bhcllp.com. All submittals shall have a maximum page size of 11" x 17". All submittals shall be from originals and be legible. Contractor shall include the description and numbering system of shop drawings listed in the Shop Drawing Schedule. Contractor shall review all shop drawings prior to uploading.

Checking of shop drawings by Birkhoff, Hendricks & Carter, L.L.P. is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction, coordination of his work with that of all other trades; **and performing his work in a safe and satisfactory manner.** Contractor shall only submit on the item being proposed to be incorporated into the project. Submittal of multiple products for a particular item will be rejected without review. All substitutions shall be indicated and differences noted on the shop drawing.

At the start and during the progress of the job, CONTRACTOR shall keep one (1) separate set of

prints for making construction notes and mark-ups for submittal of as-built drawings.

Record all deviations from the Contract Documents. Contractor to allow interior schedule twenty-one (21) calendar days from receipt of shop drawing to the engineer for review.

B. Operation and Maintenance Manuals

Contractor is required to provide Operation and Maintenance (O&M) Manuals, as part of this contract, to the City.

Manuals are to provide concise descriptions, technical details, operating and maintenance instructions, schedules, records, log books, catalogues, principles of operation, methods of operation and other information that will enable the on-going operation and maintenance of the material, services and equipment.

The comprehensive descriptions are to be accompanied by appropriate diagrams and other necessary illustrations so as to facilitate knowledge and understanding about the operation of the equipment.

Operation and maintenance manuals and associated drawings shall be delivered to the City for equipment furnished and installed at least seven (7) days before the substantial startup and in for following format:

- Two (2) electronic copies in USB Drives containing all specified electronic files of the operation and maintenance manuals in PDF format.
- Submittal of O & M Manuals shall occur at the same time (one submittal).

C. Training

The contractor shall provide training to the City and shall include, but not limited to, the following:

<u>Item</u>	<u>Duration</u>
Valves	4-hrs.

Training shall be completed by the manufacturer of the equipment or the manufacturer's representative. Manufacturer shall provide one (1) week notice to City staff to schedule equipment training. Refer to each equipment's technical specifications for further training and duration requirements.

SC.46 CONSTRUCTION STAKING

The Contractor shall complete the following Construction Staking form and provide the files required in the form to confirm the construction staking with the project control points established in the plans.

SC.47 WAGE RATES

All employees of the Contractor on the work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of a similar character, and in no event less than the rates shown in the following schedule of minimum wage rates:

WAGE RATES

"General Decision Number: TX20250018 01/03/2025

Superseded General Decision Number: TX20240018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall
Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling
Where the Tunnel is 48" or Less in Diameter)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025

PLUM0100-002 11/01/2024

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.76	14.04

SUTX1991-004 09/23/1991

	Rates	Fringes
Laborers:		
Common.....	\$ 7.25 **	
Utility.....	\$ 7.467 **	

Pipelayer.....\$ 7.828 **

Power equipment operators:

Backhoe.....	\$ 10.804 **
Crane.....	\$ 10.942 **
Front End Loader.....	\$ 9.163 **
Tunneling Machine (48" or less).....	\$ 9.163 **

TRUCK DRIVER.....\$ 8.528 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage

determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.

0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

CONSTRUCTION STAKING CERTIFICATION

CONSTRUCTION STAKING

Control for the project has been set by the Engineer and control is shown in the Construction Plans.

Contractor shall complete all construction staking. Cut sheets shall be provided to the inspector.

Prior to commencement of the work by the Contractor, the Contractor shall submit an electronic digital file (.DWG or .DXF format) containing a minimum of two Birkhoff, Hendricks & Carter, L.L.P. control points and this certification form stating that the construction staking is tied to the project control points established in the Plans.

The Engineer will review Contractor's electronic survey file to verify that the survey file is tied to the project control.

I, _____ of _____
(Surveyor's Name) *(Company)*

certifies that all construction staking is tied to the project control system.

Signature

Date

Printed Name

Note: To be submitted when construction staking control and cut sheet staking commences.

City of Lewisville Special Supplemental General Conditions

The Standard Specifications for this project are the "Public Works Construction Standards" as published under the authority of the North Central Texas Council of Governments (NCTCOG); 2017 5th Edition The NC TCOG Public Works Construction Standards shall be modified, revised, or amended as listed below. The referenced sections of the NCTCOG Public Works Construction Standards listed below shall replace or supplement those of the original document.

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

1. Technical specifications (Special Specifications) included in the Contract document package shall supersede the standard technical specifications of the Engineer presented herein.
2. Prospective bidders may make written request to the Engineer for clarification and alterations in the plans, specifications, and form of contract. Such request must be received by the Engineer no later than 2:00 p.m. on the Wednesday first preceding the Thursday on which the bids are to be opened. The 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. "Engineer" shall refer to the independent consultant hired by the Owner to design the Project and represent the OWNER in the administration of the Contract. The Engineer shall be understood to be the Consulting Engineer of the OWNER, and nothing contained in the Contract Documents shall be construed to make the Consulting Engineer an employee of the OWNER, nor shall they be construed to create any contractual or agency relationship between the Consulting Engineer and the CONTRACTOR. The term includes the officers, employees, associates, agents, and subconsultants of Consulting Engineer, if any.
4. 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.
5. **Item 102.3. Examination of Plans, Specifications and Site of The Work:** Add the following paragraphs after Paragraph 2:

In preparation of Drawings and Specifications, Engineer has established and relied upon the following report:

Report dated March 14, 2025, prepared by Henley-Johnston and Associates, 235 Morgan Avenue, Dallas, Texas 75203 entitled: "Geotechnical Investigation for Midway Branch Force Main" included in this specifications booklet.

6. **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".
7. **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 by the Lewisville City Council.
8. **Item 103.3.3. Sureties: The following applies to Surety Bonds:**

Texas Government Code Title 10, Chapter 2253

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

Texas Insurance Code Section 3503.005. Additional Requirements for Certain Bonds

- “(a) A bond that is made, given, tendered, or filed under Chapter 53, Property Code, or Chapter 2253, Government Code, may be executed only by a surety company that is authorized to write surety bonds in this state. If the amount of the bond exceeds \$100,000, the surety company must also:
- (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or
 - (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that:
 - (A) is an authorized reinsurer in this state; and
 - (B) holds a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.
- (b) To determine whether the surety on the bond or the reinsurer holds a certificate of authority from the United States secretary of the treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies. A purchaser, insurer of title, or lender acquiring

or insuring an interest in or title to real property may also conclusively rely on, and is protected by, a statement on a recorded bond or a sworn, recorded statement by the surety that refers to the specific recorded bond and states that, at the time the bond was executed, the surety complied with Subsection (a)(1) or (2).”

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Use of Contractors and Subcontractors
 - e. Personal Injury
 - f. Broad Form Property Damage

- g. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expenses.

NOTE: The aggregate loss limit applies to each project.

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

- 1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
- 2. Waiver of Subrogation – All coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.

3. Notice of Cancellation - All Coverages

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

G. HOLD HARMLESS AND INDEMNIFICATION

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

H. PROOF OF INSURANCE

Contractor is required to submit proof of insurance on a form acceptable to the City of Lewisville. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept

Memorandums of Insurance or Binders as proof of insurance. City, at its discretion, may require a copy of any policy presented to the City.

I. STATE REQUIREMENTS FOR WORKERS COMPENSATION INSURANCE

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

A. Definitions:

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

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

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

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

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

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

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

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

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

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

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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

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

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

10. **Item 105.1.1. Priority of Contract Documents** is revised as follows: Insert the words "addenda (last over first)" between "Proposal" and "Special Provision".
11. **Item 105.1.3. Contract Drawings and Specifications:** Obtaining copies of NCTCOG Public Works Construction Standards is the responsibility of the CONTRACTOR.

12. **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".

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

"Review of Shop Drawings by the 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."

14. **Special Provision to Item 105.4. Construction Stakes;** add the following:

"The ENGINEER will furnish and set survey control staking for this project as follows:

- a. Project Alignment Control
- b. Benchmarks

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

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

16. **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.”

17. **Item 106.1. Substitution of Material:** Delete the first sentence of the third paragraph and replace with the following:

“Where the term ‘or equal’ or ‘or approved equal’ is not used in the specifications no substitutions will be allowed.”

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

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

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

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

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

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

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

23. **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 9:00 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 CITY. 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 a rate of forty-five dollars (\$45.00) per hour and a minimum of four (4) hours will be charged for each occurrence of such service. The overtime charges will be billed on a monthly basis. Failure to pay for these services will result in delaying the final acceptance and payment.

“The CONTRACTOR shall be entitled to an extension of working time under this contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur; and then only when such time is approved by the OWNER. In adjusting the working time for the completion of the project, the OWNER will consider delays due to acts of God, or the public enemy, acts of the OWNER, fires, floods, epidemics and quarantine restrictions. The OWNER may, but is not obligated to, take into account any unforeseeable causes of delay which the OWNER considers beyond the control and without the fault or negligence of the CONTRACTOR. It is anticipated that during the course of the contract, inclement weather (rain or freezing temperatures) will hinder or prevent work. The contract time has been established assuming that up to 20% of the contract days will be inclement weather days, during which no work can be performed. No extension of time will be granted for such inclement weather days. The OWNER may grant an extension of time for inclement weather days beyond 20% of the contract time, but is under no obligation to do so.”

24. **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.”

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

Delete from the first paragraph of 109.5.1:

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

Add in its place, the following:

The City 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 City.
- 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.
26. Delays associated with delivery of materials or appurtenances by the manufacturers 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.

TECHNICAL SPECIFICATIONS

CIVIL

CITY OF LEWISVILLE, TEXAS
MIDWAY BRANCH FORCE MAIN
TECHNICAL SPECIFICATIONS - CIVIL

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TECHNICAL SPECIFICATIONS

SECTION TS1 - EXCAVATION, TRENCHING, EMBEDMENT, ENCASEMENT AND BACKFILLING

TS1.01 DESCRIPTION OF WORK

The work to be performed under this specification shall consist of furnishing all labor, equipment and material and performing all work necessary, in connection with excavating, trenching, embedment, encasement, and backfilling, for the installation of the pipe and appurtenances and restoration of disturbed areas.

TS1.02 EXCAVATION

a. General

Excavation shall include the removal of any trees, stumps, brush, debris, or other obstacles that may obstruct the line of work, and the excavation and removal of all earth, rock, or other materials to the extent necessary to install the pipe and appurtenances in conformance with the line and grades shown in the plans. All debris and all excavated material not required for backfilling or designated by the Owner's representative to be spread on the property shall be removed from the property and disposed of in a satisfactory manner. Site selection for dumping and required disposal permits shall be the sole responsibility of the Contractor.

b. Maximum and Minimum Width of Trenches

The sides of all trenches shall be cut as nearly vertical as possible. The minimum width of trench in which the pipeline is to be installed shall be 16 inches wider than the outside diameter of the barrel of the pipe. The required width shall be measured at an elevation in the trench which is twelve (12) inches above the top of the pipe when it is laid to grade. The trench walls shall not be undercut.

The maximum trench width shall be fifteen percent greater than the minimum trench width. Wherever the prescribed maximum trench width is exceeded, the Contractor shall use the class embedment or encasement required by the Owner's representative to provide the load carrying capacity for the trench width as actually cut, and the additional cost incurred will be borne by the Contractor.

c. Trench Safety

The sides of all trenches and excavations shall be adequately braced so as to maintain the excavation free from slides or cave-ins and safe for workman. It shall be the responsibility of the Contractor to comply with requirements of the Occupational Safety Act and his Trench Safety Plan.

In general, the trench safety systems shall be removed as the trench or excavation is backfilled, and in such a manner as to avoid the caving-in of the bank or disturbance of adjacent areas or structures. The voids left by the withdrawal of sheeting shall be filled and compacted.

d. Dewatering Excavations

There shall be sufficient pumping equipment, in good working order, available at all times to remove any water that accumulates in excavations. Where the pipeline crosses natural drainage channels, the work shall be conducted in such a manner that unnecessary damage or delays in the prosecution of the work will be prevented. Provisions shall be made for the satisfactory disposal of pumped surface water so as to prevent damage to public or private property. The Contractor shall be responsible for maintaining safe working conditions and suitable construction techniques.

e. Trench Depth

Excavation for the pipeline shall be removed to a depth below the pipe barrel as shown in the plans for the type of embedment specified, and the bottom of the trench brought to true subgrade with the embedment or encasement shown in the plans.

f. Soft Subgrade

Where soft or spongy material is encountered in the excavation at subgrade level, it shall be removed to such a depth that by replacing the unsuitable material with tamped gravel, a firm and suitable foundation can be secured. If in the opinion of the Owner's representative, the Contractor's action has caused an unstable foundation condition, the Contractor will stabilize the foundation to a firm and stable condition at his own expense.

Gravel used shall be crushed stone and shall be that specified under gravel for embedment as described elsewhere in these specifications.

Where authorized in writing by the Owner's representative, gravel used in excess of the specified embedment to replace unsuitable material will be paid for at the unit bid price for extra gravel or crushed stone embedment.

g. Excavated Materials

Excavated materials shall be piled adjacent to the trench to be used for backfilling except where sufficient working space is not available. In areas where sufficient working space is not available the excavated material shall be removed from the site. After the pipe has been laid, the excavated material shall be returned to the site for backfilling as required.

Topsoil shall be excavated and piled separately in a careful manner. After the trench has been backfilled, a minimum of 12 inches of topsoil shall be placed in its original position, and the surface disk-harrowed to a minimum depth of 6 inches. Topsoil shall not contain any more rock or debris than the undisturbed topsoil adjacent to the backfilled trench.

h. Excavation in Rock

When rock is encountered in the excavation process, it shall be undercut to a depth of a minimum of 6-inches below the bottom of the pipe. The laying surface shall then be brought up to grade with the class of embedment or encasement shown in the plans. When constructing in expansive rock formations, the ditch shall be allowed to remain open for at least 24 hours to allow rock expansion prior to the placement of concrete cradle or encasement.

i. Damage to Existing Utilities

Where existing utilities are damaged, they shall be replaced immediately with material equal to or better than the existing material. No separate payment will be allowed for this work.

TS1.03 EMBEDMENT AND ENCASEMENT

a. Gravel for Embedment

Embedment materials shall be crushed stone conforming to ASTM Designation 57 (Grade 4) for Crushed Aggregate and having the following sieve analysis:

Sieve Size	% Retained
1-1/2"	0
1"	0 - 5
1/2"	40 - 75
#4	90 - 100
#8	95 - 100

Materials of other gradation and composition may be utilized if specifically approved.

Pipe shall be bedded in accordance with the standard details shown in the plans and with the class of embedment specified on the plan-profile sheets. Crushed stone embedment shall be evenly spread to grade. Bell holes shall be dug to allow placement of the bells. After the pipe has been laid, embedment material shall be carefully placed adjacent to the haunches of the pipe as shown in the plans. Embedment material shall then be placed around the pipe to a level at least 6-inches above the pipe. The Contractor shall protect the pipe from damage during placement of the embedment material. No direct impact of embedment material shall be made on profile wall PVC pipe during embedment placement. Deflector shields, staged embedment placement or other means shall be utilized. The Owner reserves the right to have the Contractor move embedment material prior to trench backfilling to expose pipe to verify the integrity of the pipe wall.

Whenever the prescribed maximum trench width is exceeded, the Contractor shall utilize at his own expense the class of embedment or encasement required to provide the load-carrying capacity for the trench width as actually cut as approved by the Owner.

b. Concrete Embedment and Encasement

Concrete embedment and encasement shall have a minimum compressive strength of 2000 pounds per square inch at 28 days. Dry mix will not be permitted. The concrete shall be placed in a manner that will completely fill the space under the barrel of the pipe. The slump shall not be greater than that required to allow placement under the pipe. Concrete shall be placed in such a manner as not to damage the joints or displace the pipe.

A cleavage line between the base concrete and the side embedment concrete will not be allowed. Backfilling shall be done in a careful manner and at such time, after concrete embedment or encasement has been placed, as not to damage the concrete in any way.

TS1.04 BACKFILLING

Backfilling shall include the refilling and consolidating of the fill in trenches and excavations above the embedment up to the surrounding ground surface or road grade at crossings. No backfill shall be placed until the Owner's representative has inspected the trench and pipe in place and has authorized the placing of backfill.

After the pipe and embedment have been placed, the method of backfilling pipe trenches shall be as follows: Select material shall be carefully placed in layers of not more than 8-inches in loose thickness and mechanically compacted to the density specified below. This process of filling in layers shall be continued until the backfill has been brought up to a level 2-feet above the top of the pipe. When consolidated, the level of the select material will be not less than the dimensions shown on the plans.

Select material shall consist of a free flowing material such as sand, excavated material from the trench which has a maximum dimension of two (2) inches, processed excavated material from the trench which has a maximum particle dimension of two (2) inches. Processing of the excavated limestone can be accomplished by a sheep's foot roller if the material can be broken down to the required size. If approved by the Engineer, good, sound earth may be used as select material for backfill over the pipe. Good, sound earth is defined as gravel, sandy loam or loam, free from excessive clay. If, when the material is damp and pressed into a tight ball into the hand and fingers are relaxed, the material crumbles freely, the material will be considered as not having an excessive clay content. Good, sound earth will be allowed as select material only if sand or rock cuttings are not present on the project. Select material shall not contain rocks with an average dimension larger than one (1) inch. Rock cuttings from a wheel-type ditching machine having an average dimension in one place of less than one (1) inch and no dimension greater than three (3) inches and shall be free from lumps, large stone and organic materials. The select material shall then be compacted with mechanical compactors.

Cement stabilized backfill shall consist of a mixture of select material or imported granular material, approved for use by the Owner, and two sacks of cement per cubic yard. All material shall be mixed in a concrete mixer or transit mix unless approved otherwise by the Owner. The stabilized backfill shall

be compacted in a moist condition; or water added to provide a free flowing mixture. If a free flowing mixture is used, the initial set must be permitted prior to placement of any material on the surface of the stabilized backfill.

The remainder of the trench shall then be filled with material obtained from the spoil bank and shall be free from rocks larger than 6 inches in diameter, hard lumpy material or organic material. The material in the trench shall then be compacted until full settlement has been reached. Mechanical tamping in 6-inch maximum lifts shall be used to such an extent to secure uniform consolidation. Topsoil shall be placed in the manner described in these specifications. Water jetting shall not be allowed for trench backfill compaction. Compaction for backfill material shall be obtained by mechanical compactors to at least 95 percent of maximum density as determined by ASTM D698. Moisture content shall be within minus 2 to plus 4 of optimum for areas under pavement or sidewalks.

TS1.05 PAYMENT

No separate payment will be made for work performed under this specification for excavation, trenching and backfilling. All costs incurred shall be included in the contract price for the appropriate item in the Proposal and Bid Schedule.

Extra crushed stone and gravel will be measured for payment in cubic yards where requested in writing by the Owner. Payment for concrete encasement will be per linear foot for the actual length of pipe in linear feet where the encasement is installed.

Select material or embedment crushed stone will not be measured for payment as a separate item, but the cost involved shall be included in the appropriate item of the Proposal and Bid Schedule.

TECHNICAL SPECIFICATIONS

SECTION TS2 – HIGH-DENSITY POLYETHYLENE (HDPE) FORCE MAIN

TS2.01 SCOPE

A. General

The work to be performed under this section of the specifications shall consist of furnishing and installing force main pipe and fittings, including all clearing, grubbing, excavation, sheeting, shoring, dewatering, embedment, encasement, pipe laying, jointing, testing, blocking, backfilling, and any other work that is required or necessary to complete the installation as shown in the plans and as specified herein.

TS2.02 ACCEPTABLE MATERIALS

The following pipe material is acceptable for this project:

B. Polyethylene Piping Material

Polyethylene pipe and fitting material shall be high density, extra high molecular weight polyethylene pipe material conforming to ASTM PE3408, Type III, Class P33, as defined in ASTM D3350, and conform to NCTCOG 501.21. Pipe shall be manufactured in accordance with ASTM F714.

- 1) The pipe material shall be listed by the Plastic Pipe Institute (PPI) in PPI TR-4. The pipe material shall have a hydrostatic design basis of 1600 psi at 73°F and 800 psi at 140°F.
- 2) The manufacturer's certification shall state that the pipe was manufactured from one specific resin and shall state the resin used and its source. All pipe shall be made of virgin material. No rework, except that obtained from the manufacturer's own production of the same formulation, shall be used.
- 3) Pipe supplied under this specification shall have a Ductile Iron Pipe Size (DIPS) outside diameter. The standard Dimension Ratio (DR) and minimum pressure rating of the pipe shall be DR 21 = WPR @ 100 psi. The wall thickness shall follow the dimension ratio (DR) system prescribed in AWWA C906.
- 4) The pipe manufacturer shall provide certification that samples of the production product meet these specifications. The certification will state that production product has been tested in accordance with ASTM D2837 and validated in accordance with the latest revision of PPI TR-3.
- 5) The pipe manufacturer shall provide certification that stress regression testing has been performed on the specific product. Certification shall include a stress life curve per ASTM D2837 and testing shall have been performed in accordance with ASTM D2837.
- 6) Polyethylene plastic pipe and fittings may be rejected for failure to meet any of the requirements of this specification.
- 7) Polyethylene pipe joints shall be by heat butt fusion, using specialized butt fusion jigs for this pipe. Joints to be fused outside the trench or inside the trench.
- 8) Pipe shall be marked at 3-foot intervals or less with the manufacturer's name (or trade mark), the designation ASTM D3350 and ASTM 714, including the year of issue, the letters "PE"

followed by the cell classification number of the raw material compound used, the nominal pipe size in inches, the dimensional ratio, and the manufacturer's code identifying the resin manufacturer, lot number, and date of manufacture. The pipes shall be properly stored and handled in accordance with the manufacturer's recommendations and shall be less than two (2) years old at the time of installation.

Fittings shall be marked with the manufacturer's name (or trade mark), the designation ASTM 03350 and ASTM 714, and the manufacturer's code identifying the resin manufacturer, lot number, and date of manufacture.

C. Procedures:

1) General

All polyethylene pipe shall be cut, fabricated, and installed in strict conformance with the pipe manufacturer's recommendations. Joining, laying, and pulling of polyethylene pipe shall be accomplished by personnel experienced in working with polyethylene pipe. The pipe supplier shall certify in writing that the Contractor is qualified to join, lay, and pull the pipe or representative of the pipe manufacturer shall be on site to oversee the pipe joining. Expense for the representative shall be paid for by the Contractor.

2) Transportation

Care shall be taken during transportation of the pipe to ensure that it is not cut, kinked, nicked, gouged or otherwise damaged.

3) Storage

Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe. Stacking of the polyethylene pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature condition. Where necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such widths as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.

4) Handling Pipe

The handling of the joined pipeline shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Ropes, fabric, or rubber-protected slings and straps shall be used when handling pipes. Chains, cables, or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe. Pipe or fittings shall not be dropped onto rocky or unprepared ground. Slings for handling the pipeline shall not be positioned at butt-fused joints. Sections of the pipes with cuts and gouges exceeding 10 percent of the pipe wall thickness or kinked Sections shall be removed and the ends rejoined.

The open ends of all sections of joined and/or installed pipe (not in service) shall be plugged at night to prevent animals or foreign material from entering the pipeline or pipe section.

Waterproof nightcaps of approved design may be used but they shall also be so constructed that they will prevent the entrance of any type of natural precipitation into the pipe and will be fastened to the pipe in such a manner that the wind cannot blow them loose.

The practice of stuffing cloth or paper in the open ends of the pipe is not acceptable.

Where possible, the pipe shall be raised and supported at a suitable distance back from the open end such that the open end will be below the level of the pipe at the point of support.

TS2.03 INSTALLATION

D. Joining Pipe Sections

- 1) Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately prior to joining.
- 2) Pipes shall be joined to one another by means of thermal butt-fusion. Polyethylene pipe lengths to be joined by thermal butt-fusion shall be of the same type, grade, and class of polyethylene compound and supplied from the same raw material supplier.
- 3) Mechanical connections of the polyethylene pipe to auxiliary equipment shall be through flanged connections which shall consist of the following:
 - a) A polyethylene “sub end” shall be thermally butt-fused to the ends of the pipe.
 - b) Provide ASTM A240, Type 304 stainless steel or Ductile Iron (DIP) backing flange, 125-pound, ANSI B16.1 standard, and gaskets as required by the manufacturer.
 - c) Stainless Steel bolts and nuts of sufficient length to show a minimum of three complete threads when the joint is made and tightened to the manufacturer’s standard. Retorque the nuts after 4 hours.
 - d) Butt-Fusion Joining: Butt-fusion of pipes shall be performed in accordance with the manufacturer’s recommendations as to equipment and technique. Butt-fusion joining shall be 100% efficient offering a joint weld strength equal to or greater than the tensile strength of the pipe.

E. Testing

The pipe shall be hydrostatically tested after joining into continuous lengths prior to installation and again after installation. Pressure and temperature shall be monitored with certified instruments during the test. After this test, the water will be removed with pigs. Erosion prevention procedures will be used during removal and discharge of the water.

F. Tolerances:

After the pipe is in place, cleaning pigs shall be used to remove residual water and debris. After the cleaning operation, the Contractor shall provide and run a sizing pig to check for anomalies in the form of buckles, dents, excessive out-of-roundness, and any other deformations. The sizing pig run shall be considered acceptable if the survey results indicate that there are no sharp anomalies (e.g. dents, buckles, gouges, and internal obstructions) greater than 2 percent of the nominal pipe diameter, or excessive ovality greater than 5 percent of the nominal pipe diameter. For gauging purposes, dent locations are those defined above which occur within a span of five feet or less. Pipe ovality shall be measured as the percent difference between the maximum and minimum pipe diameters. For gauging purposes, ovality locations are those defined above which exceed a span of five feet.

G. Pulling

- 1) The lead end of the pipe shall be closed during the pulling operation.
- 2) Pipeline Support: The pipelines shall be adequately supported by rollers and side booms and monitored during installation so as to prevent over stressing or buckling during the pullback operation. Such support/rollers shall be spaced at a maximum of 60 feet on centers, and the rollers to be comprised of a non-abrasive material arranged in a manner to provide support to the bottom and bottom quarter points of the pipeline allowing for free movement of the

pipeline during pullback. Surface damage shall be repaired by the Contractor before pulling operations resume.

- 3) The contractor shall at all times handle the HDPE pipe in a manner that does not over stress the pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the Contractor at his expense. The Contractor shall take appropriate steps during pullback to ensure that the HDPE pipe will be installed without damage.

H. Handling Drilling Fluids and Cuttings

- 1) During the pulling operations, the Contractor shall make adequate provisions for handling the fluids at the entry and exit pits. To the greatest extent practical, these fluids must not be discharged into the roadway on other water course. When the Contractor's provisions for storage of the fluids or cuttings on site are exceeded, these materials shall be hauled away to a suitable legal disposal site. The Contractor shall conduct his directional drilling operation in such a manner that drilling fluids are not forced through the subbottom into the waterway. After completion of the directional drilling work, the entry and exit pit locations shall be restored to original conditions. The Contractor shall comply with all permit provisions.
- 2) Pits constructed at the entry or exit point area shall be so constructed to completely contain fluid and prevent its escape.
- 3) The Contractor shall utilize tools and procedures which will minimize the discharge of any fluids.
- 4) As part of the installation plan specified herein before, the Contractor shall submit a fluid plan which details types of fluids, cleaning and recycling equipment, estimated flow rates, and procedures for minimizing drilling fluid escape.

TS2.04 GROUTING

The HDPE pulled through the existing 24-inch DIP shall be grouted, if spacers are not utilized. Grout shall meet the requirements of ASTM C476 grout for masonry. Contractor shall utilize a minimum sack mix of 3 sacks. Minimum compressive strength at 28 days shall be 1500psi. Prior to grouting, the line shall be loaded to prevent floating of the HDPE line.

TECHNICAL SPECIFICATIONS

SECTION TS3 - DUCTILE-IRON PIPE AND DUCTILE IRON FITTINGS

TS3.01 DESCRIPTION OF WORK

The work to be performed under this section of the specifications shall consist of furnishing and installing ductile-iron pipe and fittings including all pipe laying, jointing, testing, and any other work that is required or necessary to complete the installation as shown in the plans and as specified herein.

TS3.02 MATERIAL

Ductile-iron pipe, unless otherwise specifically shown on the plans or approved in writing, shall be centrifugally cast pipe of the rubber gasket type joint and shall be furnished in either 18 foot or 20 foot nominal laying lengths. All such pipe shall be only manufactured in the United States. All ductile iron pipe shall be designed in accordance with ANSI/AWWA-C150/A21.50 *Thickness Design of Ductile Iron Pipe*. The pipe shall be manufactured and tested in accordance with ANSI/AWWA-C151/A21.51 *Ductile Iron Pipe, Centrifugally Cast for Water*. Fittings must conform to the requirements of ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Pipe joints may be push on or restrained joint design. Fitting joints may be M-J, push-on, or restrained joint design. All joints of buried DIP must meet the material requirements of ANSI/AWWA C111/A21.11. Flanged ductile iron pipe and fittings must meet the requirements of ANSI/AWWA C115/A21.15.

Unless otherwise required by the plans and specifications, pipes shall comply with the pressure classifications of the following table:

Pipe I.D.	Minimum Pressure Class
4"-12"	350 PSI
14"-20"	250 PSI
24"	200PSI
30"-64"	150 PSI

For buried applications, AWWA C153 Fittings, rated 250 PSI are required for all sizes.

Flange bolting shall consist of bolts and nuts. Stud bolts with a nut on each end may be used for bolts 1.5-inch and larger. Stud bolts may be threaded full length. Bolts shall be such that ends project 1/4 to 1/2-inch beyond surface of nuts. Bolt ends shall be chamfered or rounded.

Size, length, and number of flange bolts shall be as shown in Table 10.14 of ANSI/AWWA C110/A21.10. Bolts shall conform to ASME/ANSI B18.2.1, Square and Hex Bolts and Screws Inch Series Including Hex Cap Screws and Lag Screws, and nuts shall conform to ASME/ANSI B18.2.2, Square and Hex Nuts. Bolts smaller than 3/4-inch (19 mm) shall have heavy hex heads and heavy hex nuts. Bolts 3/4-inch (19 mm) and larger shall have hex heads and heavy hex nuts. Bolts and nuts shall be threaded in accordance with ASME/ANSI B1.1, Unified Inch Screw Threads (UN and UNR Thread Form), Class 2A external and Class 2B internal. Bolts and nuts shall be low-carbon steel and shall conform to the chemical and mechanical requirements of ASTM A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength, Grade B.

Gaskets for flanged joints shall be rubber with cloth insertion equal to those manufactured by the Crane Packing Company, or the U. S. Rubber Company. Gaskets shall extend past the bolt holes.

TS3.03 INSTALLING FLANGED PIPE AND FITTINGS

The interior of the pipe and fittings shall be clean and the joint surfaces shall be clean and dry when installed. It shall be the responsibility of the Contractor to deliver to the Owner a pipeline that is clean throughout its entire length.

TS3.04 COATING AND LINING

All ductile Iron pipe and ductile iron fittings shall be interior lined with a ceramic epoxy coating, Protecto 401 Lining, or approved equal. The exterior of ductile iron pipe, fittings, clamps and uncoated parts or joints for underground installation (direct buried pipe) shall be coated with an asphaltic coating as specified in AWWA C-151. All buried pipe shall be encased in Polyethylene sleeve in accordance with ANSI/AWWA C105/A21.5 Standard. The exterior of ductile iron pipe inside the splitter box (non-direct buried) shall be coated per Section TS5 – Mechanical Painting.

TS3.05 LEAKAGE

After the pipe has been installed and placed in service, all joints, valves and fittings shall be observed for leakage. Any leaks detected shall be repaired by the Contractor prior to final acceptance.

TS3.06 CONCRETE BLOCKING

2000 psi concrete shall be placed for blocking at each change in direction of all pressure pipelines in such manner as will substantially brace the pipe against undisturbed trench walls.

Concrete blocking shall have been in place four (4) days prior to testing the pipeline as herein specified.

TS3.07 TESTING

All installed pipe, valves and fittings except the last connection with existing mains shall be tested to a hydrostatic pressure of one hundred fifty (150) psig. The pipeline shall remain under test pressure for not less than thirty (30) minutes or until the Owner is satisfied that no defects exist. If the pipeline fails the hydrostatic test the defects shall be corrected and the pipeline shall be retested until the pipeline shall satisfactorily pass the hydrostatic pressure test.

TS3.08 PAYMENT

All pipe and fittings installed under this section of these specifications will not be paid for separately but the cost thereof shall be included in Bid Item No. 1 in the Proposal and Bid Schedule.

TECHNICAL SPECIFICATIONS

SECTION TS4 - ISOLATION VALVES

TS4.01 DESCRIPTION OF WORK

The work to be performed under this specification shall consist of furnishing and installing isolation valves on this project.

TS4.02 VALVES

A. Resilient Wedge Gate Valves

Resilient wedge gate valves shall be furnished and installed and shall be manufactured in accordance with the latest AWWA C-509 or C-515 and iron shall conform to the latest ASTM A536 or A-126 standards. Gate valves furnished under these specifications shall be of the solid wedge, resilient seat type with cast iron body and stainless-steel stem designed for 200 pounds per square inch working pressure with a non-rising stem. All gate valves shall be tested hydrostatically to 300 pounds per square inch.

The seat shall be made of Styrene Butadiene rubber and provide a positive watertight seal. The seat shall be permanently bonded or mechanically attached to the wedge with stainless steel screws. If bonded, ASTM P-429 requirements shall be followed.

All bronze castings, except the stem, shall have a tensile strength of not less than 30,000 pounds per square inch. The entire internal valve body surfaces shall be coated with a factory applied 2-component epoxy system or approved equal. The seating surface shall be machined or otherwise constructed to provide a smooth, even surface for the resilient seat. All valves shall open left (counterclockwise) and have a 2-inch square wrench nut unless specified otherwise.

Valves shall be manufactured by J&S Valve and Manufacturing, M&H, Pratt or approved equal.

B. Plug Valves

Resilient faced plug valves conform to AWWA C517, AWWA C111, ANSI B16.1. The resilient face plugs shall be in conform with AWWA C5.7 and tested per ASTM Standard D427, minimum pull test strength of 250 psi and minimum strength of 75 psi. The valve shall be a one-piece trunion mounted plug, fully bi-directional with a bubble tight shutoff.

The body and plug shall be ductile iron meeting requirements of ASTM A536, Grade 65-45-12. The body bearing shall be 316 stainless steel, ASTM A 743.

Valves shall be coated with a fusion bonded epoxy.

Valves shall be manufactured by DeZurik, J&S Valve, or approved equal.

C. Line Stop

Line stop and fittings shall be manufactured in compliance with the latest edition of AWWA C223. Line stop and fittings shall be designed for a working pressure of 100 PSI. The internal and external furrows surface shall be a fusion bonded epoxy coating, complying with AWWA/ANSI C550. Nuts and bolt hardware shall be 316 stainless steel. Line stop services shall be as provided by Mickie Service Company, Inc., website www.mickieservice.com, address 6901 Raton St., Houston, TX 77055, General Phone 866-706-6225, Sales Representative Andrew Latiolais, email andrew@mickieservice.com, Phone 210-823-7176, or equal.

TECHNICAL SPECIFICATIONS

SECTION TS5 - MECHANICAL PAINTING

TS5.01 GENERAL

The work to be performed under this Special Condition of the specifications shall consist of furnishing all labor, materials, and equipment necessary for exposed pipe, valves and fittings, supports, metal work, and equipment.

All proposed and existing piping, fittings and valves shall be painted.

All metal surfaces to be painted shall be sound, clean and free of harmful scale, rust, dirt, oil, grease, moisture, or any other foreign matter which might, in any way, lessen the life or usefulness of the coating. When prepared, Contractor shall have City Inspector review preparation of surfaces for painting.

All metal shall be smooth and free from blisters, rough corners, pits, dents, or other imperfections before painting. Pits and dents shall be repaired to the satisfaction of the Owner prior to painting.

Shop coated surfaces shall be thoroughly cleaned and touched up before the application of subsequent paint coats in the field.

Parts inaccessible after assembly or erection shall be given two coats of shop paint. Each coat of shop paint shall be a different color.

Surfaces which are to be welded after erection shall, where practicable, not receive a shop coat of paint. If painted, such paint shall be removed before field welding, for a distance of at least 2 inches on either side of the joint.

Heads of bolts, surfaces which are unpainted because of welding, and any other areas of structural steel on which the shop coat has been abraded or otherwise damaged shall be touched up with the specified primer after erection. Provide 1-gallon kits of each paint specified and each color selected for touch up at project site.

Paints and similar materials shall be mixed in vessels of adequate capacity. All paints shall be thoroughly stirred before being taken from the containers, shall be kept stirred while using, and all ready-mixed paints shall be applied exactly as received from the manufacturer without addition of any kind of a drier or thinner except in accordance with manufacturer's recommendations and approved by the Engineer. Records of pot life shall be provided to the City each day.

All painting at the site of the work is hereby defined as field painting and the Owner's Representative shall determine where and when painting may be done. All surfaces to be painted shall have their readiness for painting approved by the Owner before work is started.

Surfaces of exposed members inaccessible after erection shall be cleaned and painted before erection.

No painting shall take place unless the atmospheric temperature is at least 40°F and rising, or when the surface temperature is below the dew point, or when relative humidity is above 85%, unless approved by the Owner. Painting also shall not proceed if the temperature is expected to fall below 40°F before the paint has dried.

All work shall be completed in a workman-like manner, so that the finished coating is free from bubbles, runs, drips, ridges, waves, brush marks, overspray and variations in color. Surfaces shall be protected from drips, splatters, overspray and the like.

Painting found defective shall be removed and the surface repainted as directed by the Owner at the Contractor's expense.

Before final acceptance of the project, any damaged painted surfaces shall be touched up or repainted, as directed by the Owner at the Contractor's expense.

TS5.02 SHOP PAINTING

All equipment, valves, piping, motors, structural steel and miscellaneous metal proposed shall receive one (1) shop coat of a primer compatible with the field coat specified.

TS5.03 FIELD PAINTING

It is the intent of this section of the specifications that all metal work be properly painted whether or not specific mention is made hereinafter of each individual part of the work. The Steel Structures Painting Council (SSPC) manual on Good Painting Practices shall be followed.

TS5.04 COMPATIBILITY

All primers, inter coats if used and top coats applied to any given surface shall be furnished by the same manufacturer and shall form a compatible coating system, as approved.

TS5.05 SHOP PAINTING

All equipment valves, piping, motors, structural steel and miscellaneous metal shall receive one (1) shop coat an epoxy or primer compatible with the field coat specified. All shop applied coating shall be on a well prepared surface meeting SSPC requirements.

TS5.06 FIELD PAINTING

It is the intent of this section of the specifications that all metal work be properly painted whether or not specific mention is made hereinafter of each individual part of the work.

TS5.07 COMPATIBILITY

All primers, inter coats if used, and topcoats applied to any given surface shall be furnished by the same manufacturer and shall form a compatible coating system, as approved. Shop coated equipment shall include, as part of the shop drawing process, certification from the paint manufacturer, the compatibility with the field paint submitted by Contractor and accepted by Owner.

TS5.08 COATINGS AND PAINT SCHEDULES

Items to be painted includes, but not limited to the following:

All exterior surfaces of valves, cast iron fittings and pipe, ductile iron fittings and pipe, steel fittings and pipe, fittings, mechanical equipment, steel members, conduit, appurtenances and the like shall receive one coat of Tnemec Pota-Pox 80 Series 141 (Beige), 3 mils dry film thickness throughout, and two coats of Tnemec Endura Shield Series 740, 2 mills dry film thickness throughout each coat. Colors to be selected by Owner.

Alternative paint manufacturers with equal products can be utilized upon written acceptance. Contractor shall furnish necessary data sheets and experience record on alternate manufacturers. Contractor to allow six weeks for review. All coating systems prime and topcoats shall be of a single manufacture. Topcoats shall be selected and color-coded by the Owner. Contractor shall furnish paint manufacturers complete paint color selections charts.

Aluminum, PVC, hot dipped galvanized steel, stainless steel, and brass shall not be painted.

TECHNICAL SPECIFICATIONS

SECTION TS6 - BORING, JACKING OR TUNNELING PIPE

TS6.01 DESCRIPTION OF WORK

This section of the specifications shall govern for the furnishing and installation of pipe by the methods of boring, jacking or tunneling as shown on the plans and in conformity with the specifications.

The Contractor may, at his option and expense, and with the specific approval of the Owner, utilize boring, jacking or tunneling where the plans otherwise indicate very deep open cuts.

TS6.02 MATERIALS

Unless specified on plans, encasement pipe for boring, jacking or tunneling may be either smooth steel pipe, steel liner plate or steel casing pipe. Smooth steel pipe shall have a minimum yield strength of 35,000 psi and shall conform to AASHTO Designation M218-74. The steel casing pipe shall meet the requirements of AASHTO M167-72 and shall meet the requirements of Test Method Tex-708-1. The pipe used shall be installed with an even bearing throughout its length, and all voids between the earth and encasement pipe shall be filled with grout. Contractor shall submit a plan for grouting this space for review by the Owner and Engineer. Smooth steel pipe and steel casing pipe shall be coated inside and outside with 10 mils dft of coal tar epoxy paint.

Steel liner plate may be utilized for other than railroad crossings, shall be fabricated from steel conforming to ASTM A569 with bolts conforming to ASTM A449 for plate equal or greater than 0.209 inches and ASTM A307 for plate less than 0.209 inches. Steel liner plate shall be hot dipped galvanized in accordance with ASTM 123 and asphalt coated per AASHTO M109. The minimum factors of safety for steel liner plate are as follows:

Longitudinal Test Seam Strength	=	6.0
Pipe Wall Buckling	=	4.0
Installation Stiffness	=	4.0

Where encasement pipe is not indicated on the plans, the Contractor may, at his option, utilize encasement pipe in his jacking, tunneling or boring operation. However, no extra payments will be made for such encasement pipe.

TS6.03 CONSTRUCTION

a) Jacking

If the grade of the pipe at the jacking end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking operations and for placing end joints of the pipe. Wherever end trenches are cut in the sides of the embankment or beyond it, such work shall be sheeted securely and braced to prevent earth caving.

The boring, jacking or tunneling shall be made in such a manner that it will not weaken or damage the levee or roadway above. Heavy-duty jacks suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head, usually of timber, and suitable bracing between jacks and jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. A suitable jacking frame or backstop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct it in proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, embankment materials shall be excavated just ahead of the pipe and material removed through the pipe as the pipe is forced through the embankment with jacks, into the space thus provided.

The Contractor shall furnish for review by the Owner a plan showing his proposed method of handling, including the design for the jacking head, jacking support or backstop, arrangement and position of jacks and pipe guides. The review of the plan by the Owner will not relieve the Contractor from his responsibility to obtain specified results.

When jacking of pipe is once begun, the operation shall be carried on without interruption, insofar as practicable, to prevent the pipe from becoming firmly set in the embankment. Any pipe damaged in jacking operations shall be removed and replaced by the Contractor at his expense. The pits or trenches excavated to facilitate jacking operations shall be backfilled immediately after the jacking of the pipe has been completed.

b) Boring

Boring shall proceed from a pit provided for the boring equipment and workmen. Excavation for pits and installation of shoring shall be as outlined under "Jacking". The locations of such pits shall meet the approval of the Owner and/or Engineer. The holes are to be bored mechanically, and the boring shall be done using a pilot hole. By this method an approximately 2-inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. The use of water or other fluids in connection with the boring operation will be permitted to the extent to lubricate cuttings. Jetting will not be permitted. All voids between the undisturbed earth and encasement pipe shall be remedied by pressure grouting all areas overcut by greater than 1-inch or with voids at no additional cost to the Owner. The annular space between the carrier pipe and the encasement pipe shall be filled with flowable fill.

c) Tunneling

Where the characteristics of the soil and size of the proposed pipe would make the use of tunneling more satisfactory than jacking or boring, a tunneling method may be used. The excavation for pits and the installation of shoring shall be as outlined under "Jacking". The lining of the tunnel shall be of steel of sufficient strength to support the over burden. The Contractor shall submit his proposed line or method to the Engineer for approval. Approval by the Owner and/or Engineer will not relieve the Contractor of the responsibility for the adequacy of the liner method. The space between the liner plate or steel encasement pipe and the limits of excavation shall be pressure grouted or mud jacked if greater than 1-inch. The annular space between the carrier pipe and the encasement pipe shall be filled with flowable fill.

TS6.04 COMPLIANCE WITH SPECIFICATIONS

The final in-place pipe shall be laid true to the grades shown on the plans and within 1" per 10' for horizontal alignment and within 0.05% for vertical grade, and shall meet the exfiltration or pressure test criteria noted in other sections of these specifications. All annular space between the carrier pipe and the encasement pipe shall be pressure grouted and adequate measures shall be taken to prevent carrier pipe from floating due to pressure grouting. No separate payment will be allowed for such pressure grouting.

The Contractor shall present the completed jacked, tunneled or bored section of the sewer line or force main to the Owner or Engineer for approval before backfilling the pits.

TS6.05 MEASUREMENT FOR PAYMENT

Measurement for payment for boring, jacking and tunneling will be made at the unit price per linear foot as shown on the plans and as itemized in the Bid Schedule. Measurement shall not be made through any pit or trench.

Payment to the Contractor at the various unit bid prices shall constitute full compensation for furnishing and installing all materials, pipe and liner materials required for boring, jacking or tunneling operations, for all preparation, hauling, and installation of same and for all labor, tools, equipment, and incidentals necessary to complete the work, including but not limited to excavation, backfill and disposal of surplus

material and pumps for dewatering the trench. Payment shall also include all costs for complete restoration of any areas between the limits of the bored installation disturbed by construction activities.

If the Contractor elects boring, jacking or tunneling to install any portion of the work designated on the plans for open cut installation, and obtains specific written approval from the Owner, the Contractor shall be paid for this work as if the work has been done by open cut.

TECHNICAL SPECIFICATIONS

SECTION TS7 - TRAFFIC CONTROL PLAN

TS7.01 GENERAL

The Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricading and detouring shall be in strict conformance with Part IV, Construction and Maintenance, of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways, latest revision. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it and whenever evidence is found of such damage the Contractor shall immediately remove the damaged portion and replace it at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project has been accepted by the Owner.

Throughout the construction operations, streets and intersections will remain open to local traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

TS7.02 CONSTRUCTION

The Contractor shall plan his work sequence in a manner that will cause minimum interference with traffic during construction operations. Before beginning work on this project, the Contractor shall submit, for approval by the City, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the work. If at any time during the construction, the Contractor's proposed plan of operation for handling traffic does not provide for safe comfortable movement, the Contractor shall immediately change his operations to correct the unsatisfactory conditions. No trench shall remain open at the end of the workday.

TS7.03 PHASING PLAN

One lane of roadway shall remain open at all times for local traffic. During pipe laying Contractor to provide flagmen.

Portable Vertical Panels meeting TxDOT standards shall be spaced on 3-foot centers to separate the traffic lanes from the work area. Contractor shall provide either low profile or portable precast traffic control barriers adjacent to the open trench.

Signs CR20-1D (road construction ahead) and G20-2 (end construction) shall be provided where traffic is entering the work limits at either end of the project. Signs G20-2 and CW20-1D shall be erected at all other intersecting streets where traffic is entering the project limits. Signs G20-2 shall be provided where traffic is leaving the project limits at both beginning and ending of the project and at points of intersection with all streets within the project limits. The CW20-1D signs will be supplemented by Type II Barricades with two Type-A-Low Intensity Flashers per barricade. Throughout the construction sequence, adequate traffic control measures shall be provided to safely guide traffic through the project.

Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from highways or side streets.

The Contractor shall keep traveled surfaces used in his hauling operation clean and free of dirt or other material.

The Contractor shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and Contractor's personnel.

The Contractor shall arrange his work so that stored machinery or equipment shall not be closer than 5-feet to the traveled roadway after sunset, except as authorized by the Owner.

TS7.04 MEASUREMENT AND PAYMENT

No separate payment will be made for items of work under this specification. Payment shall be included in the unit price bid for related items.

TECHNICAL SPECIFICATIONS

SECTION TS8 - AIR RELEASE AND AIR AND VACUUM VALVES

TS8.01 GENERAL

A. Sewage Air Release and Vacuum Break

- 1) Each air valve shall have a stainless-steel body and trim. Float shall be high density polyethylene. The Sewage Air Release and Vacuum Break Valve shall consist of a compact tubular all stainless-steel fabricated body, hollow direct acting float and solid large orifice float in H.D.P.E.-stainless-steel and woven dirt inhibitor screen, EPDM rubber seals and seat.

The valve shall have an integral “Anti-Surge” Orifice mechanism which shall operate automatically to limit transient pressure rise or shock induced by closure to less than 1.5 x valve rated working pressure.

The intake orifice area shall be equal to the nominal size of the valve i.e., a 6-inch valve shall have a 6-inch intake orifice. Large orifice sealing shall be effected by the flat face of the surge control float seating against a EPDM rubber ‘O’ ring housed in a dovetail groove circumferentially surrounding the orifice.

Discharge of pressurized air shall be controlled by the seating and unseating of a small orifice nozzle on a natural rubber seal affixed into the control float. The nozzle shall have a flat seating land surrounding the orifice so that damage to the rubber seal is prevented.

The valve construction shall be proportioned with regard to material strength characteristics, so that deformation, leaking or damage of any kind does not occur by submission to twice the designed working pressure.

Connection to the valve inlet shall be facilitated by flanged ends conforming to ANSI B16.5 Class 150.

- 2) Air valves shall be Ventomatic Series RGX as manufactured by Aveng Manufacturing or approved equal.

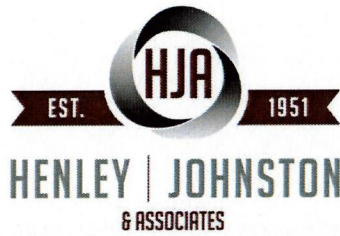
TS8.02 INSTALLATION

Carefully handle and install valves in such a manner as to prevent damage to any part of the valves. Installation shall be in accordance with the Manufacturer’s instructions. Valves shall be installed inside a 4-foot diameter concrete manhole cone, in accordance with the City’s Standard Construction Details. Provide nuts, bolts, and gaskets where applicable.

TS8.03 PAYMENT

Combination air and vacuum valve assembly, including vault and test station, complete in place, will be measured and paid for per each in accordance with the Proposal and Bid Schedule.

Payment of the unit contract price for the items of work performed shall be the total compensation for furnishing all labor, materials, tools, equipment and incidentals, and performing all work that is necessary for the installation and testing in accordance with the plans and the provisions of these specifications.



geotechnical and construction materials consultants

March 14, 2025
Report No. 27148G

Birkhoff, Hendricks & Carter, LLP
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
ATTN: Mr. Andrew Mata, Jr., P.E.
Phone: 214-361-7900
Email: amata@bhcllp.com

**RE: Geotechnical Investigation for Midway Branch Force Main
Lewisville, Texas**

Mr. Mata:

Presented herein is the report of a limited geotechnical investigation conducted by Henley-Johnston & Associates, Inc. for the above referenced project.

We appreciate the opportunity to provide this report to you. If we can be of further service or if you desire any additional information, please do not hesitate to call.

Signed,
HENLEY-JOHNSTON & Associates, Inc.

Hunter J. Hamilton, E.I.T.
Project Manager

Firm Registration No.: F-1238

James F. Phipps, P.E.
President



The seal appearing on this document was authorized by James F. Phipps, P.E. 84778 on March 14, 2025.

Copies submitted

Birkhoff, Hendrick & Carter, LLP – Mr. Andrew Mata, Mr. Justin Ivy

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INVESTIGATION AND ANALYSIS

INTRODUCTION

This report presents the results of a subsurface investigation performed for the installation of a proposed force main to be located in Lewisville, Texas. The proposed force main will span approximately 23,014 linear feet from the City Wastewater Treatment Plant to the Midway Branch Lift Station.

The purpose of this investigation was to provide information on the anticipated types of materials to be encountered during installation of the pipeline and recommendations on trench safety and dewatering techniques as well as earthwork criteria for backfill of the utility trench.

This report is specific to this site. Persons using the recommendations herein for projects and/or designs not covered by this report do so at their own risk.

FIELD AND LABORATORY INVESTIGATION

Per client request, subsurface conditions were evaluated with a total of twelve (12) soil borings. All twelve borings were conducted within the public right of way along the proposed route of the new force main. Locations of the borings were dictated by the client and site accessibility and are presented on Plate 1. Borings were drilled using a truck-mounted rig equipped with continuous flight augers and extended to depths of 19 to 20 feet below existing (February 2025) grades. Drilling and sampling were done in general accordance with ASTM methods and standards.

Samples of cohesive soils and weathered shale encountered in the borings were obtained by means of a thin-walled, seamless, Shelby-tube sampler advanced into the formation by a rapid, continuous thrust from a hydraulic ram on the drilling rig in general accordance with ASTM D 1587. Samples of granular materials were obtained and evaluated in-situ utilizing procedures of the Standard Penetration Test (ASTM D 1586). This sampling technique employs a 140-pound hammer, dropped 30 inches, to drive a 2-inch O.D. split-barrel sampler into the soil. The sampler initially is seated six inches and then driven in two additional six-inch increments while recording the number of blows for each increment. The total number of blows for the last two six-inch increments, the "N" value, is recorded on the accompanying Boring Log illustrations. Refusal is defined as 50 blows for any one increment with 6 inches or less advancement of the sampler, 100 total blows or 10 blows with no advancement of the sampler.

Unweathered rock was evaluated in-situ using the TxDOT Cone Penetration Test (Tex-E-132E). In this test a tapered metal cone is driven into the rock using a 170-pound weight, dropped a distance of 24 inches by a hydraulically driven chain. The cone is initially seated using 12 successive blows and the drill pipe marked to provide a reference to measure from. The weight is dropped for an initial set of 50 blows and the amount of penetration is recorded. A second increment of 50 blows is then done and the corresponding penetration is again recorded. The total amount of penetration is used to empirically evaluate the bearing capacity of the rock. Disturbed samples of rock and granular materials were gathered from the flight augers.

The approximate existing ground elevations were measured at each boring location using the handheld GPS device. The GPS device typically operates within a tolerance of +/- 2 feet in the vertical direction. The elevations should be used for general reference only and should not be considered exact. Approximate coordinates and surface elevations for each boring are presented in Table 1. The surface elevations at each boring location are also presented on the "Log of Boring" illustrations. Coordinates are provided in the latitude/longitude coordinate system using the WGS 1984 datum.

Table 1 Boring Coordinates and Surface Elevations Midway Branch Force Main Lewisville, Texas			
Boring No.	Latitude	Longitude	Elevation (ft.)
1	33.05667150	-96.98122433	464
2	33.05393567	-96.98139233	474
3	33.04888334	-96.97982365	467
4	33.04427450	-96.97669383	464
5	33.04186883	-96.97596600	465
6	33.03786733	-96.97269767	472
7	33.03635100	-96.96982500	467
8	33.03776322	-96.96418148	461
9	33.03888800	-96.96012562	470
10	33.03940818	-96.94014761	474
11	33.03964377	-96.93624387	496
12	33.04107472	-96.93616250	480

All samples were transported to the Henley-Johnston & Associates, Inc. (HJA), laboratory for visual classification and testing. Rock materials were described using standard geological nomenclature. The Boring Logs and a key to terms and symbols used on the logs are attached.

Selected samples were tested to confirm visual classification. Tests conducted included Atterberg Limits (ASTM D-4318), partial gradations (ASTM D-1140), Dry Unit Weight (ASTM D-7263), and moisture content determinations (ASTM D-2216). The strength of selected samples was investigated by the Unconfined Compression test (ASTM D-2166). Results of these laboratory tests are presented on Plates 2 and 3.

SURFACE AND SUBSURFACE CONDITIONS

Surface Conditions

At the time of the field investigation, the alignment for the new force main was located along the public right of way extending from the City Wastewater Treatment Plant to the Midway Branch Lift

Station. Boring Nos. 1 through 8 and Boring No. 12 were conducted at existing grades. Boring Nos. 9 through 11 were drilled within an existing construction site where grading operations were in process.

Geologic Setting

Review of geologic maps indicates the majority of the project is within the ancient floodplain of the Elm Fork of the Trinity River, which has eroded the underlying shale bedrock formation over the past centuries.

Subsurface conditions consist of fill materials and alluvial soils (Qal) associated with flooding from the Elm Fork of the Trinity River in the distant past over shale of the Eagle Ford Formation (Kef).

Subsurface materials have been separated into three groups to aid in discussion and to provide clarity. Descriptions of the subsurface conditions are based on review of the project Boring Logs and prior experience in the area.

Fill materials and Alluvial Soils (Qal)

Fill materials were encountered at the surface of Boring Nos. 2, 4, 5, and 8. These fill materials were comprised of clay and sandy clay soils. These clay soils were moderately plastic (CL), calcareous in nature, contained varying concentrations of iron staining, limestone fragments, calcareous nodules, and gravel, and were varying shades of brown in appearance. These materials continued to depths of 3 to 7 feet below existing grades.

A combination of alluvial sand, clayey sand, clay, and sandy clay soils were encountered at the surface of Boring Nos. 1, 3, 6, 7, and 9 through 12. The clay and sandy clay soils ranged from moderately plastic (CL) to highly plastic (CH), were varying shades of brown in appearance, calcareous in nature, possessed varying concentrations of iron staining, calcareous nodules, sand, and gravel. The clayey sands and sands ranged from slightly plastic (SC) to non-plastic, fine grained to coarse grained, loose to very dense (relative consistency), contained varying concentrations of iron staining and calcareous nodules, and were varying shades of brown in appearance. These overburden soils continued to depths of 8-1/2 to 20 feet below existing grades. It should be noted that Boring Nos. 1, 2, 5, 7, 8, 9, 10, and 12 were terminated within the alluvial soils.

Eagle Ford Shale (Kef)

Weathered to slightly weathered shale was present below the fill materials and alluvial soils in Boring Nos. 3, 4, 6, and 11. This weathered shale was varying shades of brown and gray in appearance, soft (rock hardness classification), ranged from laminated to blocky in structure, contained varying concentrations of iron staining, silt, and sand, and extended to depths of 17 to 20 feet below existing grades. It should be noted that Boring Nos. 3, 4, and 6 were terminated within the weathered shale strata. Additionally, the weathered shale possessed the engineering properties of CH clay soil, as noted in the laboratory summary.

Unweathered shale was encountered directly underlying the weathered shale strata in Boring No. 11. This unweathered shale was firm (rock hardness classification), dark gray in appearance, and continued through the termination depth of the boring.

Ground Water

Ground water was noted during drilling operations within boring Nos. 1, 3, 4, 5, and 10 at depths of 4 to 14 feet below existing grades. The presence and depth to ground water will vary depending upon seasonal rainfall amounts. When present, ground water should be expected to perch above the gray unweathered shale within the alluvial soils and weathered shale, migrating through the overburden soils and weathered rock.

POTENTIAL VERTICAL MOVEMENT ANALYSIS

Subsurface conditions at the site are comprised of fill materials and alluvial soils over weathered and unweathered shale. For clay soils, movements are associated with changes in seasonal moisture conditions. After periods of rain, the clays expand resulting in heave of overlying elements. During dry seasons, these soils shrink resulting in settlement of ground-supported features. In weathered shale, movements are associated with an increase in subsurface moisture after construction of the foundation. These movements are manifested as a gradual and sustained heave of the foundation.

Potential Vertical Movements (PVM) were evaluated using TxDOT Method 124E¹. Based on this analysis, total soil movements from a dry to saturated state are anticipated to be on the order of 1 to 3 inches.

This estimate considers ground-supported features at or near existing grades. The amount of cut and fill required to achieve final grades should be expected to potentially impact the estimated amount of PVM provided in this report.

EXCAVATIONS

Per Federal regulations, any excavation over 20 feet in depth will require an engineered excavation and safety plan prepared by a licensed engineer. Soils encountered within the borings consisted of fill materials and alluvial soils over weathered and unweathered shale within the Eagle Ford. The alluvial soils and weathered shale should be classified as Type B soils per OSHA Excavation Standards CFR 29, Part 1926, Sub-Part P, Appendix A. Fill materials should be classified as Type C.

Alluvial clay soils along the water line may be laid back on a temporary maximum slope of 1.5 Horizontal to 1 Vertical (1.5H:1V) up to a maximum slope height of 20 feet.

¹ "Method for Determining the Potential Vertical Rise, PVR." Texas Department of Transportation Method Tex-124-E, 1978.

Unweathered shale may be cut back on a slope of 1H:6V to avoid instability within this material, if the sidewalls within the rock cut are inspected prior to personnel entering the trench. In the event that any clay seams or water bearing fractures are noted within the shale, this office should be contacted to evaluate the stability of the excavation.

For retention system design, the overburden soils and weathered shale may be considered to exert an equivalent fluid pressure of 45 pcf considering active conditions against any shielding or temporary shoring. That portion of the retention system within the unweathered shale may be evaluated using a uniform lateral pressure of 25 psf. This lateral pressure assumes drained conditions. A vertical surcharge of 250 psf should be applied around the perimeter of the below grade retention system in those areas where vehicular traffic and construction loads will be within a lateral distance equal to one-half the depth of the fill materials. The horizontal component of this loading may be determined using a coefficient of 0.5 and should be applied at a depth from the surface equal to 1/3 the height of the retained soil portion.

Dewatering of the excavation should be expected. It is recommended that excavations be kept dry while utilities are being installed.

Water must not be allowed to pond at the top of any slope or along the top of a trench. Any water collecting within an excavation should be immediately discharged. Construction equipment and materials should not be placed within four feet of the edge of the excavation. All spoils and construction materials should be kept a minimum of four feet from the edge of the trench as well.

EARTHWORK RECOMMENDATIONS

On-site soils to be used as trench backfill should be cleaned of all debris and organic materials, and any rock fragments over 3 inches in nominal diameter. These materials should be placed in maximum eight-inch loose lifts. Areas that will underlie paving or future structures should be compacted to a minimum of 95% of the maximum density as determined by ASTM D-698. For sections of the trench that will remain open and undeveloped, the clay backfill may be compacted to a minimum of 90% of the maximum dry unit weight. Moisture content should be at least +2 percentage points above optimum.

Excavated shale used as fill should be reduced to a maximum nominal diameter of 3 inches and placed in maximum 8-inch loose lifts. Shale fragments should be compacted to a minimum of 95% (ASTM D-698) in areas that will be beneath paving or other structures, and 90% in sections that remain undeveloped. Moisture contents should be maintained between -3 and +3 percentage points of optimum.

CONSTRUCTION TESTING AND OBSERVATION

It is recommended that all backfill materials within any trench be tested for moisture and density at a rate of one test per foot of fill for every 300 linear feet or fraction thereof of excavation (NCTCOG *Public Works Construction Standards— Fifth Edition*, Item 504.5.3.2). Field density tests should be taken during placement of trench backfill. Excavating and evaluating fill materials within test pits should not be permitted. Provisions should be made to permit safe access to the utility trench

during placement of fill to allow for testing of the backfill materials for adequate moisture and density.

QUALIFICATIONS

In the event that any changes in the nature, design or location of the new utility line are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing.

The analyses and recommendations submitted in this report are based upon the data obtained from the borings drilled for this project and data developed from previous investigations. The nature and extent of subsurface variations at the site may not become evident until construction. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report.

It is recommended that the geotechnical engineer be provided the opportunity for general review of final design drawings and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design drawings and specifications.

HJA should be retained for foundation inspection and earthwork operations to ensure adherence with the recommendations of this report. HJA has primary knowledge of the subsurface conditions of this site and can confirm proper bearing material and ensure continuity across all geotechnical related phases of the project.

LEGEND

⊕ SOIL BORING



NOT TO SCALE



HENLEY | JOHNSTON
& ASSOCIATES

235 MORGAN AVE. DALLAS, TX 75203 | 214.941.3808 | WWW.HJA-ENG.COM

TEXAS FIRM REGISTRATION NO. F-1238

MIDWAY BRANCH FORCE MAIN
 VARIOUS ADDRESSES
 LEWISVILLE, TEXAS

BORING LOCATION PLAN

HJA No.: 27148G

DATE: FEBRUARY 2025

PLATE 1

GEOTECHNICAL INVESTIGATION
REPORT NO. 27148G
MIDWAY BRANCH FORCE MAIN
VARIOUS ADDRESSES
LEWISVILLE, TEXAS

SUMMARY OF INDEX PROPERTIES

BORING NUMBER	DEPTH (ft.)	LIQUID LIMIT (%)	PLASTIC INDEX	DUW (pcf)	FINER #200 (%)	MOISTURE CONTENT (%)	UNIFIED SOIL CLASSIFICATION
1	1.0 – 2.0			115.6		13.9	
1	4.0 – 5.0	44	30				CL
2	3.0 – 4.0			230.4		7.5	
2	4.0 – 5.0	34	16		44.6		CL
2	8.0 – 9.0	32	13	111.5		16.2	CL
3	1.0 – 2.0	21	10	121.7		10.1	CL
3	6.0 – 7.0	55	34				CH
3	7.0 – 8.0			108.9		18.0	
4	2.0 – 3.0			113.5		13.1	
4	3.0 – 4.0	28	18		42.7		CL
5	8.0 – 9.0			104.7		19.5	
5	9.0 – 10.0	41	28				CL
6	3.0 – 4.0	40	28		54.8		CL
6	4.0 – 5.0					12.1	
7	7.0 – 8.0			101.6		23.8	
7	8.0 – 9.0	54	40				CH
8	14.0 – 15.0	30	20	118.0		14.5	CL
9	14.0 – 15.0	39	28	110.9		12.2	CL
10	5.0 – 6.0	38	27				
10	6.0 – 7.0			103.3		21.7	

GEOTECHNICAL INVESTIGATION
REPORT NO. 27148G
MIDWAY BRANCH FORCE MAIN
VARIOUS ADDRESSES
LEWISVILLE, TEXAS

SUMMARY OF INDEX PROPERTIES (CONTD.)

BORING NUMBER	DEPTH (ft.)	LIQUID LIMIT (%)	PLASTIC INDEX	DUW (pcf)	FINER #200 (%)	MOISTURE CONTENT (%)	UNIFIED SOIL CLASSIFICATION
11	1.0 – 2.0	23	13				CL
11	2.0 – 3.0				32.7		
11	8.5 – 10.0	69	47			6.4	CH
12	2.0 – 3.0	29	18		85.9		CL
12	3.0 – 4.0			105.9		25.0	
12	8.0 – 9.0	54	36	101.0		24.4	CH

SUMMARY OF UNCONFINED COMPRESSION TESTS

BORING NUMBER	DEPTH (ft.)	PEAK STRESS (psi)	FAILURE STRAIN (%)	MATERIAL DESCRIPTION
1	1.0 – 2.0	19.0	5.8	SANDY CLAY, very stiff to hard, reddish-brown
3	7.0 – 8.0	40.7	7.0	SHALE, weathered, soft to firm, dark gray
5	8.0 – 9.0	24.4	25.8	CLAY, medium stiff to very stiff, dark brown to brown
7	7.0 – 8.0	23.6	8.1	CLAY, very stiff to hard, dark brown
10	6.0 – 7.0	37.0	10.8	CLAY, very stiff to hard, brown
12	3.0 – 4.0	18.9	5.8	SANDY CLAY, very stiff, brown and orangish-brown



HENLEY | JOHNSTON
& ASSOCIATES

TEXAS FIRM REGISTRATION NO. F-1238

LEGEND, LITHOLOGY, SOIL CONSISTENCY
& RELATIVE ROCK HARDNESS

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G

DRILL DATE: 2/6/25

Strata symbols



LOW PLASTICITY CLAYS, SANDY
CLAYS, OR GRAVELLY CLAYS (CL)



HIGH PLASTICITY CLAYS (CH)



SAND



FILL



SHALE, weathered



CLAYEY SAND OR CLAYEY
GRAVELLY SAND (SC)



SHALE, unweathered

Misc. Symbols



Ground Water During Drilling (ft)



Pocket Penetrometer (tsf)



Standard Penetration (BPF)



TxDOT CPT (inches per 100 blows)

Soil Samplers



Undisturbed thin wall
Shelby tube



Auger bag sample



Split Spoon



TxDOT CPT

FOR SANDS, GRAVELS, & SANDY SILTS

Modified from Peak, Hanson & Thornburn (1974)

Consistency	Standard Penetration Resistance (N)
Very Loose	Less than 4
Loose	4 to 10
Medium Dense	10 to 30
Dense	30 to 50
Very Dense	Greater than 50

FOR CLAYS AND SANDY CLAYS
(COHESIVE SOILS)

Modified from Peak, Hanson & Thornburn (1974)

Consistency	Unconfined Compression (tsf)	Standard Penetration Resistance (N)
Very Soft	Less than 0.25	Less than 2
Soft	0.25 to 0.5	2 to 4
Medium Stiff	0.5 to 1.0	4 to 8
Stiff	1.0 to 2.0	8 to 15
Very Stiff	2.0 to 4.0	15 to 30
Hard	Greater than 4.0	Greater than 30

RELATIVE HARDNESS MODIFIERS (ROCK)
(RELATED TO FRESH SAMPLE)

Modified from SCS EWP, Tech Guide No. 4

Hardness	Rule of Thumb Test
Soft	Permits denting by moderate finger pressure
Firm	Resists denting by fingers but can be penetrated by pencil point to medium to shallow depth (No. 2 pencil)
Mod. Hard	Very shallow penetration of pencil point, can be scratched by knife and in some instances cut with knife
Hard	No pencil penetration, can be scratched with knife, can be broken by light to moderate hammer blows
Very Hard	Cannot be scratched by knife, can be broken by repeated hammer blows

DRILL DATE: 2/4/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.:	27148G
BORING No.:	B1
RIG:	B47
SHEET:	1 of 1
LOCATION:	See Plate 1
GROUND ELEVATION:	464'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT $\otimes$ (inches per 100 blows)					
					RECOVERED (ft.)	RQD (%)	STANDARD PENETRATION (BPF)					
							10	20	30	40	50	60
							POCKET PENETROMETER $\times$ (tsf)					
							1	2	3	4	+	++
0			SANDY CLAY, with iron staining and gravel, very stiff to hard, reddish-brown									
			CLAY, calcareous, with calcareous nodules, very stiff to hard, dark brown to brown									
					460							
5												
10			CLAY, calcareous, with iron staining and calcareous nodules, hard, brown and orangish-brown									
					455							
			SAND, coarse-grained, loose to medium dense, light brown									
					450							
15												
20			TOTAL DEPTH: 20.0'									
25												
30												
35												

Ground Water During Drilling (ft.): 12.0'

Ground Water at Completion (ft.): 12.0'



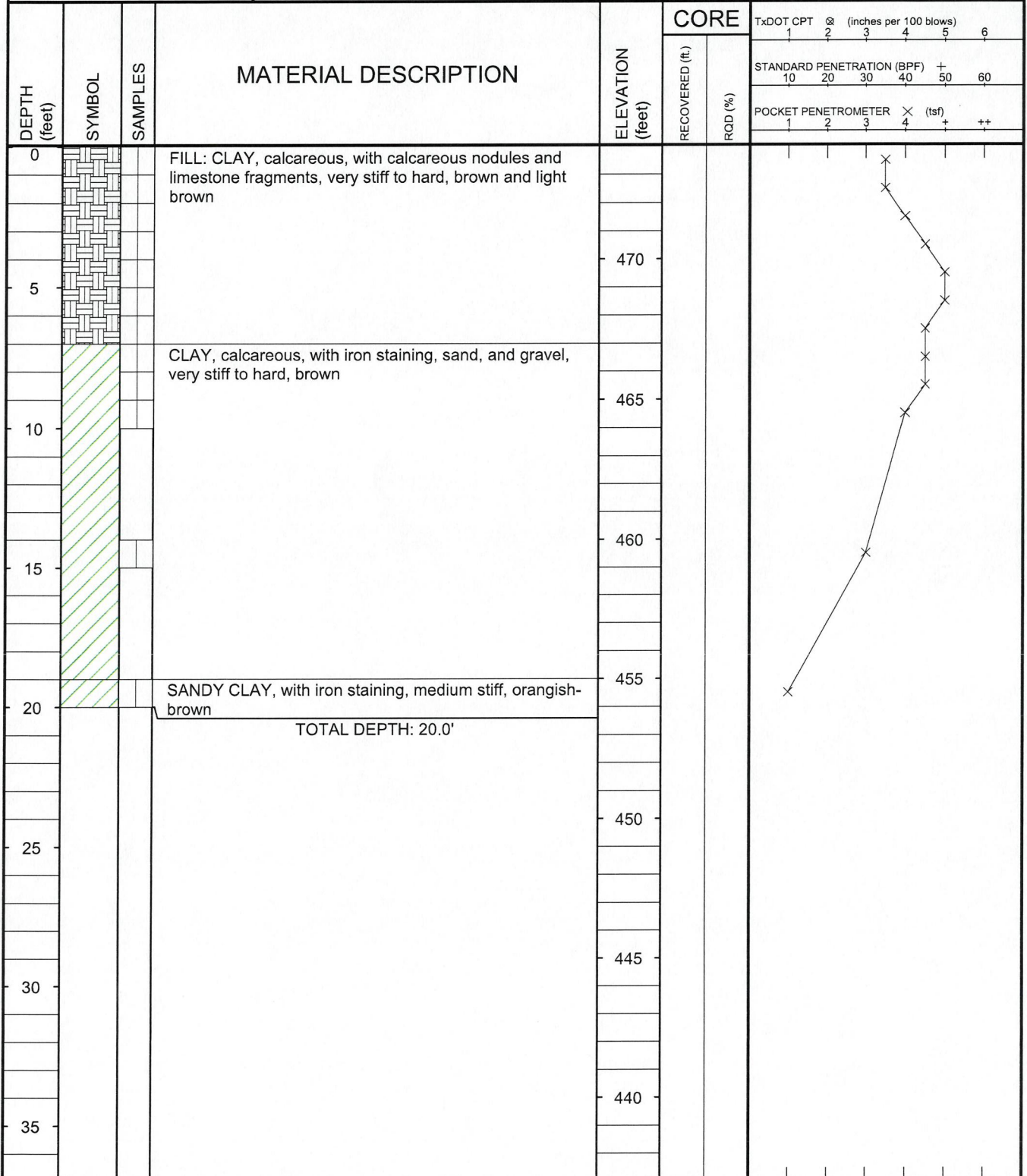
HENLEY | JOHNSTON
ENGINEERS

DRILL DATE: 2/4/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B2
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 474'



Ground Water During Drilling (ft.): DRY
Ground Water at Completion (ft.): DRY



DRILL DATE: 2/4/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B3
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 467'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT (inches per 100 blows)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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0			SANDY CLAY, with iron staining and calca reous nodules, very stiff to hard, brown	465																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			



DRILL DATE: 2/4/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B4
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 464'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT Ø (inches per 100 blows)									
					RECOVERED (ft.)	RQD (%)	STANDARD PENETRATION (BPF)									
							POCKET PENETROMETER X (tsf)									
							1	2	3	4	+	++				
0			FILL: SANDY CLAY, with iron staining and gravel, very stiff to hard, brown and orangish-brown													
5				460												
			CLAYEY SAND, fine-grained, loose, brown													
10				455												
			CLAY, with iron staining and shale fragments, hard, orangish-brown and gray	450												
15			SHALE, slightly weathered, with iron staining, laminated, soft, dark gray													
				445												
20			TOTAL DEPTH: 20.0'													
				440												
25																
				435												
30																
				430												
35																

Ground Water During Drilling (ft.): 8.0'

Ground Water at Completion (ft.): 8.0'



HENLEY | JOHNSTON
ENGINEERS

DRILL DATE: 2/4/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B5
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 465'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT ϕ (inches per 100 blows)								
					RECOVERED (ft.)	RQD (%)	STANDARD PENETRATION (BPF)								
							POCKET PENETROMETER X (tsf)								
							1	2	3	4	+	++			
0			FILL: CLAY, with iron staining, calcareous nodules, and gravel, very stiff, light brown and brown	465											
5			CLAY, with calcareous nodules, medium stiff to very stiff, dark brown to brown	460											
10			CLAY, with iron staining, very stiff, brown	455											
15				450											
20			TOTAL DEPTH: 20.0'	445											
25				440											
30				435											
35				430											

Ground Water During Drilling (ft.): 4.0'
Ground Water at Completion (ft.): 4.0'



DRILL DATE: 2/6/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B6
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 472'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT ⓧ (inches per 100 blows)					
					RECOVERED (ft.)	RQD (%)	STANDARD PENETRATION (BPF) +					
							10	20	30	40	50	60
							POCKET PENETROMETER X (tsf) + ++					
0			SANDY CLAY, with calcareous nodules, very stiff to hard, brown									
				470								
5												
			CLAY, with iron staining and calcareous nodules, blocky, hard, brown and orangish-brown	465								
10				460								
15				455								
20			SHALE, slightly weathered, with iron staining, blocky, soft, dark gray									
			TOTAL DEPTH: 20.0'	450								
25				445								
30				440								
35												

Ground Water During Drilling (ft.): DRY

Ground Water at Completion (ft.): DRY



Ground Water at Completion (ft.): DRY



DRILL DATE: 2/6/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B8
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 461'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT (inches per 100 blows)								
					RECOVERED (ft.)	RQD (%)	1	2	3	4	5	6			
							STANDARD PENETRATION (BPF)								
							10	20	30	40	50	60			
							POCKET PENETROMETER (tsf)								
							1	2	3	4	+	++			
0			FILL: SANDY CLAY, with gravel, very stiff to hard, brown	460											
5			CLAY, with calcareous nodules, very stiff to hard, dark brown to brown	455											
10				450											
15			CLAY, with iron staining and calcareous nodules, very stiff, brown and orangish- brown	445											
20			TOTAL DEPTH: 20.0'	440											
25				435											
30				430											
35				425											

Ground Water During Drilling (ft.): DRY
Ground Water at Completion (ft.): DRY



DRILL DATE: 2/6/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B9
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 470'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT Ø (inches per 100 blows)					
					RECOVERED (ft.)	RQD (%)	1 2 3 4 5 6					
							STANDARD PENETRATION (BPF) + 50 60					
							POCKET PENETROMETER X (tsf) + ++					
0			CLAY, with calcareous nodules, very stiff to hard, brown to dark brown	470								
5				465								
10				460								
15			CLAY, with iron staining and calcareous nodules, very stiff to hard, brown and orangish-brown	455								
20			TOTAL DEPTH: 20.0'	450								
25				445								
30				440								
35				435								

Ground Water During Drilling (ft.): DRY
Ground Water at Completion (ft.): DRY

DRILL DATE: 2/6/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.:	27148G
BORING No.:	B10
RIG:	B47
SHEET:	1 of 1
LOCATION:	See Plate 1
GROUND ELEVATION:	474'

[illegible]

Ground Water During Drilling (ft.): 13.0'

Ground Water at Completion (ft.): 8.0'



HENLEY | JOHNSTON
ENGINEERS

DRILL DATE: 2/6/25
METHOD: Auger to 19'

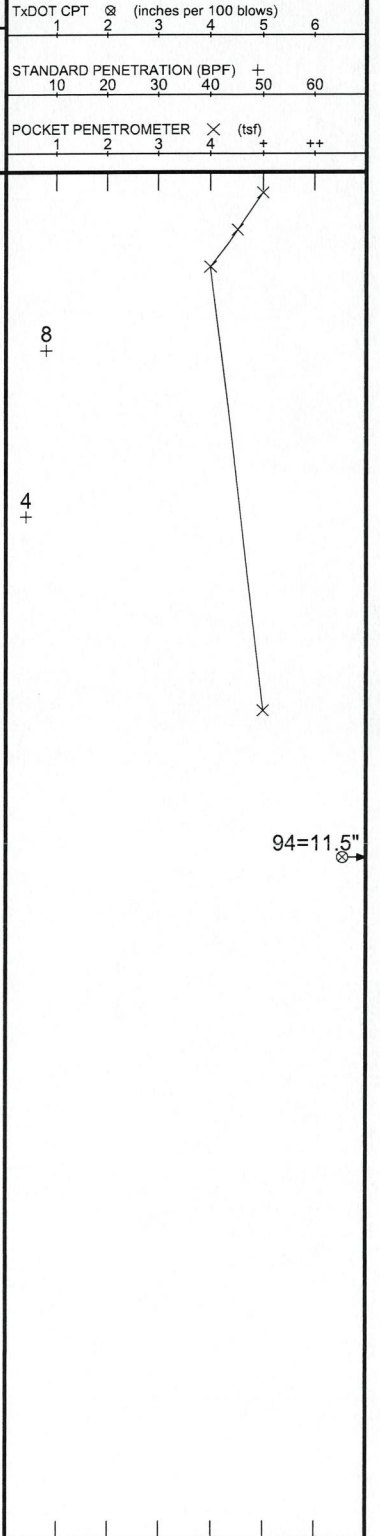
LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B11
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 496'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT ⓧ (inches per 100 blows)							
					RECOVERED (ft.)	RQD (%)	STANDARD PENETRATION (BPF) +							
							10	20	30	40	50	60		
							POCKET PENETROMETER X (tsf)							
							1	2	3	4	5	6		
0			SANDY CLAY, with iron staining, hard, brown											
			CLAYEY SAND, with iron staining, orangish- brown	495										
5		⊠	CLAYEY SAND, with iron staining and calcareous nodules, loose, orangish-brown											
				490										
10		⊠	SHALE, weathered, with iron staining, soft, brown and gray											
				485										
15			SHALE, slightly weathered, with iron staining, laminated, soft, dark gray											
				480										
			SHALE, firm, dark gray											
		⊠												
20			TOTAL DEPTH: 19.0'											
				475										
25														
				470										
30														
				465										
35														
				460										

</



Ground Water During Drilling (ft.): DRY
Ground Water at Completion (ft.): DRY



DRILL DATE: 2/6/25
METHOD: Auger to 20'

LOG OF BORING

Midway Branch Force Main
Varous Addresses
Lewisville, Texas

PROJECT No.: 27148G
BORING No.: B12
RIG: B47
SHEET: 1 of 1
LOCATION: See Plate 1
GROUND ELEVATION: 480'

DEPTH (feet)	SYMBOL	SAMPLES	MATERIAL DESCRIPTION	ELEVATION (feet)	CORE		TxDOT CPT (inches per 100 blows)							
					RECOVERED (ft.)	RQD (%)	STANDARD PENETRATION (BPF)							
							10 20 30 40 50 60							
							POCKET PENETROMETER (tsf)							
						1	2	3	4	+	++			
0			SANDY CLAY, with iron staining and calcareous nodules, very stiff, brown and orangish-brown	480										
5			CLAY, with calcareous nodules, very stiff to hard, brown	475										
10				470										
15			CLAY, with iron staining and calcareous nodules, very stiff, orangish-brown	465										
20			TOTAL DEPTH: 20.0'	460										
25				455										
30				450										
35				445										

Ground Water During Drilling (ft.): DRY

Ground Water at Completion (ft.): DRY

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Denton Record-Chronicle** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(940) 387-7755**.

Notice ID: peiJaiLJfa7TuYQ0ERRJ | **Proof Updated: Jul. 09, 2025 at 08:33am CDT**
Notice Name: 25-90-C Midway Branch Force Main

If a custom affidavit is required by law please email affidavit to classads@dentonrc.com.
If this is not required by law we will disregard.
By choosing a Saturday or Sunday, your notice will be in both the Saturday and Sunday e-Editions as well as the weekend print edition. You will only be billed for one day.

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Kristi Byrd
kbyrd@cityoflewsville.com
(972) 219-3764

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Denton Record-Chronicle

Columns Wide: 1

Ad Class: Legals

Subtotal	\$87.28
Tax %	0
Processing Fee	\$0.00
Total	\$87.28

See Proof on Next Page

**REQUEST FOR COMPETITIVE
SEALED PROPOSALS
PROPOSAL NAME: MIDWAY
BRANCH FORCE MAIN
PROJECT**

PROPOSAL NUMBER: 25-90-C

Competitive sealed proposals
will be received at <https://cityoflewisville.bonfirehub.com/>
portal or the Finance Administration – Purchasing Division at 151
West Church Street, Lewisville,
Texas 75057 until 2:00 p.m.

**local time, Monday, August
4, 2025.** Proposals will be
publicly opened and read aloud
by a Purchasing Department
Representative for the project
listed above at 2:30 pm, **August
4, 2025**, in the Development
Conference Room at – 151 W.
Church Street, Lewisville, TX
75057. **If a paper proposal is
provided, envelopes are to
be clearly marked with the
proposal number, proposal
opening date and company
submitting the proposal.**

A pre-proposal conference
will be held at 151 W. Church
Street, Lewisville, TX 75057 in
the Development Conference
Room at 11:00 am on
Tuesday, July 22, 2025. While
attendance of the pre-proposal
conference is not mandatory, it is
recommended due to the nature
of the project.

CITY OF LEWISVILLE

Earl Whitaker
Purchasing Manager

drc 07/12/2025, 07/19/2025

Addendum #1

#25-90-C Midway Branch Force Main

1. What is the engineer's opinion of probable cost?

\$22,450,000.00

2. On the existing 10-ft sidewalk that we will be removing and replacing there are existing pavement markings (center yellow stripe and word such as STOP AHEAD. Please provide bid items for the pavement marking replacement.

Added Bid Items No. 31 and No. 32. Refer to the revised bid schedule on Bonfire.

3. At Stations 40+00 to 42+50 and Station 54+50 there are (4) signs that will need to be removed and replaced. Please provide a bid item for remove and reinstall sign or remove and replace sign.

Added Bid Item No. 33. Refer to the revised bid schedule on Bonfire. Include "Removal, Salvage & Reinstall" in bid item description.

4. There are existing pavement markings on the existing 8-inch concrete pavement sections that we will be removing and replacing. Please provide bid items for the pavement marking replacement.

Added Bid Items No. 34 and No. 35. Refer to the revised bid schedule on Bonfire.

5. On Sheet 20 there is a call out to remove and replace 375 LF of green colored chain link fence. Running parallel with this chain link fence is an existing 5- strand barb wire fence. Please add 375 LF to Bid Item #1-18 Barbed Wire Fence Replacement.

Added an additional 330 LF of 5-strand barbed wire fence to Bid Item No. 19. Refer to the revised bid schedule on Bonfire.

6. On Sheet 40 Holfords Prairie Traffic Control Plan there is a call out to furnish & remove 2 foot wide temporary HMAC pavement referring to asphalt section detail on Sheet 41, but on the detail

standard sheet calls out 4 feet minimum width. Will the plans govern over the standard detail sheet or should we extended the pavement width section to 4 feet?

The 2-foot wide HMAc pavement is minimum and temporary. Refer to the attached temporary asphalt pavement section on the attached sheet No. 45A. Added Bid Item No. 38.

7. Please provide a detail for bid item #1-17 Chain Link Fence Replacement.

Added detail. Refer to the attached sheet No. 45A.

8. Please provide a detail for bid item #1-18 Barbed Wire Fence Replacement.

Added detail. Refer to the attached sheet No. 45A.

9. Technical Specification TS2 HDPE Force Main does not contain a Measurement and Payment section. Please provide the measurement and payment terms for this specification.

Refer to bid items No. 2, No. 3, and No. 4 for HDPE pipe furnished and installed. Measurement shall be actual linear feet and payment shall include all costs for furnishing, installation, including embedment, or by bore.

10. Technical Specification TS4 Isolation Valves does not contain a Measurement and Payment section. Please provide the measurement and payment terms for this specification.

Refer to bid items No. 6 and No. 7 for the isolation valves furnished and installed. Measurement shall be per each and payment shall include all costs associated with furnishing and installing complete and in-place.

11. Technical Specification TS5 Mechanical Painting does not contain a Measurement and Payment section. Please provide the measurement and payment terms for this specification.

Added Bid Item No. 36. Refer to the revised bid schedule on Bonfire. Measurement for mechanical painting shall be a lump sum amount and payment will be determined by the City based on percentage completed.

12. Special Conditions SC.43 states the City has established a bid item for Mobilization. Please provide a bid item for Mobilization on the Bid Form.

Refer to Bid Item No. 1. Refer to SC. 43 for payment terms.

13. The work hours and rate for inspector overtime shown in General Note 1 on Sheet 4 conflicts with Special Supplemental General Conditions Item 108.8. Please confirm the Special Supplemental General Conditions govern over the Plan General Notes.

The Special Supplemental General Conditions govern over the plans general note 1 on sheet No. 4.

14. General Note 6 on Sheet 4 states the contractor shall be responsible for submitting a copy of all geotechnical laboratory reports/test results to the City. Special Conditions SC.19 states testing will be performed by a commercial laboratory employed by the Owner. Please confirm the Special Conditions govern over the Plan General Notes. Please confirm the City will be providing all inspection and testing.

Omit Note 6 on sheet 4 and refer to the Special Conditions for materials testing.

15. The backfill frequency shown in Backfill Note 1 on Sheet 3 conflicts with General Note 6 on Sheet 4. Please clarify which frequency is correct.

The City's General Note 6 on sheet 4 governs. Omit Backfill Note on Sheet 3.

16. General Note 6 on Sheet 4 states all embedment and backfill shall be compacted in 12" lifts, however Technical Specification TS1 calls for 6" or 8" lifts depending on the material type. Please clarify which lift thickness is correct.

The City's General Note 6 on sheet 4 governs. Omit the paragraph on TS1 that calls out 6" or 8" lifts.

17. Sheet 4 shows a detail for a Project Sign. Please clarify how many Project Signs are required.

There will be two (2) project signs. Added Bid Item No. 37. Refer to the revised bid schedule on Bonfire.

18. Please provide the Erosion Control Plan that was prepared by the Engineer mentioned in General Note 9 on Sheet 4 so that we can confirm the quantities for the BMP bid items.

Refer to bid item No. 24. Changed the bid item description to read "Furnish, Install, Maintain, and Remove Erosion Control Devices" as one (1) Lump Sum item. This includes approximately 20,841 Linear Feet of silt fence along easement line, and three inlet protection devices (at station 42+60, station 52+20, and station 66+41). Silt fence will not be required at the Force Main bore Sections. Silt Fence generally located on the downstream side of trench on easement line.

19. Please provide a draft of the Construction Agreement (contract) for this project.

The City will provide the top ranked proposer a copy of the contract for their review and comments.

20. TCP Sheets 38 and 39 show a symbol along the lane closure that is defined as "Construction Sign" in the legend on Sheet 39. This appears to be a traffic control device and not a sign. Please clarify if this is a traffic device, what type, and at what spacing.

The symbol is for traffic control device. Refer to the TxDOT Barricade and Construction Channelizing Devices for the various types of devices allowed by TxDOT and the spacing required. Refer to the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) for additional requirements.

21. Note 1 on TCP Sheet 40 states the working hours are from 9 am to 4 pm. TCP General Note 4 on Sheet 3 states lane closures will not be permitted on arterial roadways before 9 am or after 3 pm. Please clarify the working hours for the lane closures shown on TCP Sheets 38, 39, and 40.

TCP sheet 40 working hours govern during work for lane closures along Holfords Prairie Road, refer to sheets 38, 39, and 40.

Additional Information:

- Refer to Special Conditions, Section SC. Next Day Look Ahead. Change the requirement for submitting look ahead schedules from one (1) week to be three (3) week look-ahead schedules to be submitted.
- For clarification, a letter from the U.S. Army Corps of Engineers has been provided to the City of Lewisville stating that the Midway Branch Force Main (SWF-2025-00121) does not require Department of the Army authorization pursuant to Section 404 and/or Section 10.

- For clarification, the City of Lewisville will provide security badges for essential personnel to enter the Wastewater Treatment Plant for making connection to those facilities.
- For clarification, Contractors shall include the cost for furnishing, installing, maintaining and removing inlet protection devices according to City Standard Details for all street inlets impacted by construction operations.
- For clarification, embedment shall be provided according to City Standard Details. Typical sewer line embedment of sheet 7.2 City Standard Details.
- For Clarification of the City of Lewisville Storm Water Management Plan, under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), and the City of Lewisville has endeavored to reduce and improve stormwater quality per the direction of the Texas Commission of Environmental Quality (TCEQ). The City of Lewisville has developed a Stormwater Management Plan. By signing this contract vendors accept to follow this Plan. Follow this link for a copy of the Stormwater Management Plan:

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

This Addendum is hereby made a part of the bid documents to the same extent as if it were originally included therein, and shall become a part of, and attached to, the bid documents.



Date: July 24, 2025



BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 GREENVILLE AVE., SUITE 600

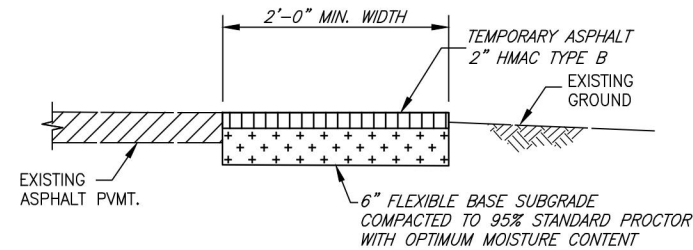
DALLAS, TEXAS 75243

TBPELS Firm No. 526
TBPLS Firm No. 10031800



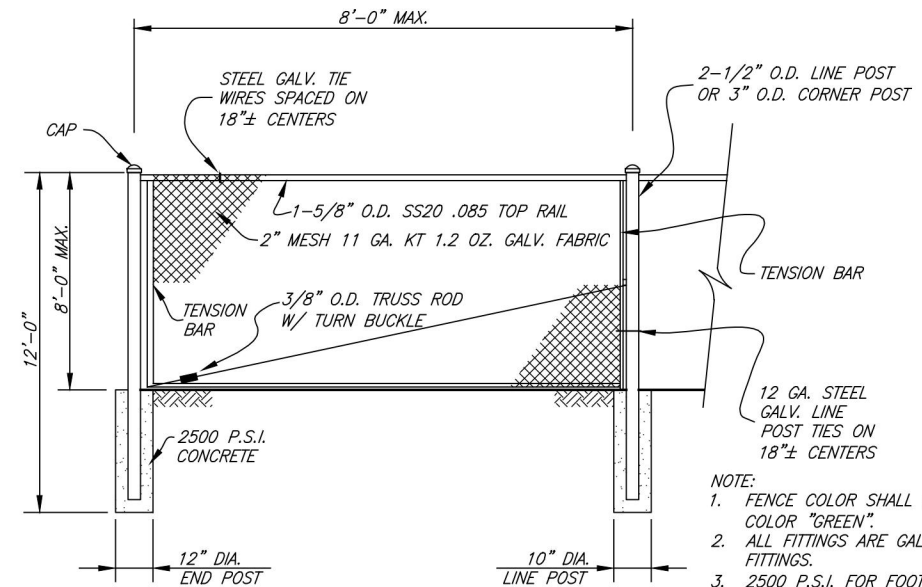
This addendum is issued to answer questions received from prospective bidders and to make clarifications.

**END OF ADDENDUM
NO. 1**



TEMPORARY ASPHALT PAVEMENT

NO SCALE

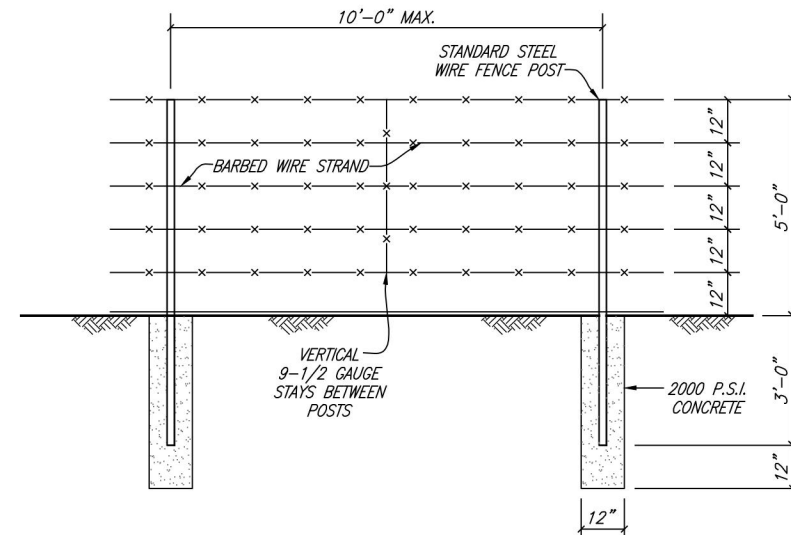


CHAIN LINK FENCE DETAIL

NO SCALE



- NOTE:
1. FENCE COLOR SHALL MATCH EXISTING FENCE COLOR "GREEN".
 2. ALL FITTINGS ARE GALV. STEEL. NO ALUMINUM FITTINGS.
 3. 2500 P.S.I. FOR FOOTINGS DIA. 12" FOR END POSTS, DIA. 10" FOR LINE POSTS.
 4. IN PLACE OF CONCRETE TO SET POST, SECURE SET BY GRA SERVICES IS ALLOWED IN CLAY AND LIMESTONE (NOT FOR SANDY SOIL) THE POST HOLE SHALL BE DRY AND FREE OF WATER. SECURE SET SHALL BE MECHANICALLY MIXED AND LOWERED INTO POST HOLE AS A LIQUID.
 5. THREE RAILS DOE 6 FOOT FENCE AND FOUR RAILS FOR 8 FOOT FENCE.



FIVE-STRAND BARBED WIRE FENCE

NO SCALE



These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P. If this drawing is converted to an electronic file, if any discrepancy occurs between the electronic file and the Birkhoff, Hendricks & Carter, L.L.P. original document, the original document will govern in all cases.

1 ADDENDUM NO. 1

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
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Andrew M. Mata, Jr.
06/16/2025



**PUBLIC SERVICES
CITY OF LEWISVILLE**

MIDWAY BRANCH FORCE MAIN

project title

MISC. DETAILS

sheet title



2024 115
JUNE 2025

Sheet
45A



Addendum #2

#25-90-C – Midway Branch Force Main

1. What is the total project value for this project?

See Addendum #1, question No. 1.

2. What is the engineer's opinion of probable cost?

See Addendum #1, question No. 1.

3. On sheet 35 " Furnish & Install 20 S.Y of 18" thick cement stabilized backfill " the proposed ground elevation is higher than the proposed cement stabilized backfill "V" shape area of backfill coverage. Is this correct, or should we fill in the entire section with cement stabilized backfill to proposed ground elevation and get rid of the "V" shape area of backfill. Also, we need a standard detail for this Bid item #1-19.

Refer to sheet 35, it states the proposed ground is Not This Contract. The proposed ground is the finished grade of the proposed Corporate Drive pavement. The V shape area is correct for now.

See addendum #1 for detail for the 5-strand barbed wire fence.

4. On Sheet 40 Holfords Prairie Traffic Control Plan Note # 5 " Contractor shall grade and construct temporary pavement on shoulder and remove temporary asphalt pavement after sewer line and manhole are constructed on northbound lane. Payment shall be included in Pay Item Number 2. Can we create a Temporary Asphalt Pavement TY B 8". Bid Item 2 is a bore, should this be Bid Item 27 Traffic Control? Please consider adding a bid item for the temporary detour as it is easier to pay for additional quantity should the need arise in the field.

Refer to Addendum No. 1, Question No. 6 for the temporary asphalt pavement, where we added new Bid Item No. 38 and included detail for temporary asphalt pavement.



5. Technical Specification TS7 Section 3 requires the contractor to provide either low profile or portable precast traffic control barriers adjacent to the open trench. Portable concrete traffic barriers are not shown on the TCP Sheets 38 through 40. If portable CTB is required, please revise the TCP Sheets to show the locations.

See Addendum No. 1, question No. 20, acceptable devices per TxDOT acceptable devices details included in plans.

6. Note 1 on Sheet 13 states the connection at the WWTP shall occur during periods of low flows. Please clarify when during the calendar year this connection can occur so that we can accurately schedule and price the scope of work.

For clarification, periods of low flows generally occur during the summer (June through September) when inflow and infiltration is less due to less rain events. Per Special Conditions SC.28 & NCTCOG standards, prior to starting work, Contractor shall submit tentative construction schedule. At the pre-construction meeting, the City and the Contractor can begin discussing the Contractor's construction schedule and timelines for the connection at the plant.

7. Technical Specification TS4 Section 2C requires the contractor to use Mickie Service Company for the line stop services. Will the City consider alternate line stop service companies?

Yes, refer to TS4.02.C, last sentence, last two words; "or equal".

8. The traffic control plans only show closing the outside northbound lane on Valley Ridge south of College Street. To safely install the force main and deliver materials to the work area, will the contractor be allowed to close outside northbound lane on Valley Ridge north of College Street to Prairie Creek?

The intent was to Bid Item No. 29 to account for the contractor to include clearing though the proposed 30' wide permanent easement, plus providing an additional 20' wide temporary construction easement from Prairie Creek to College. This would provide a total of 50' wide construction width to safely install the force main without closing the northbound lane of Valley Ridge



north of College Street. Although the City has no objections to continue to close the east northbound lane on Valley Ridge, bid per plans. During construction, the Contractor shall submit his traffic control plan as a shop drawing submittal. If the submittal includes the additional closure north of College Street (in lieu of clearing), the City will allow it, but there will not be any cost adder for additional traffic control.

9. The project layout indicates that much of the force main alignment runs through floodplain areas and includes multiple river/creek and culvert crossings. As such, elevated groundwater levels are anticipated in both open-cut sections and bore pit locations. Will dewatering be considered incidental to the bid, or will it be paid under a separate item when groundwater is encountered at levels that require active management?

See General Notes sheet No. 3, General Construction Notes No. 13, no separate pay item.

10. The proposed Midway Branch Force Main installation from STA 124+00 to STA 225+00 falls within the active construction limits of the Proposed Corporate Drive project, which is currently underway. The majority of elements labeled as “Not In This Contract” are either already constructed or will be completed within the 365-day duration of the force main project. Will the force main contractor be responsible for replacement or repair to permanent or temporary work constructed under the Corporate Drive project that is impacted during the implementation of the force main project?

No, unless the force main contractor damages the work under the Corporate Drive contract. The plans show the major drainage infrastructure as existing, based on the City’s input. The plans shows the force main to be bored under these now built culverts. The permanent pavement is not in place yet. Therefore any damage to the existing Corporate Drive culverts is the responsibility of the Contractor to repair or replace to existing conditions.

11. What requirements will be imposed on the force main contractor to protect all existing and ongoing work associated with the Corporate Drive project within the overlapping construction limits?

Yes, see response on question No. 10.



12. Please confirm that the force main contractor will be required to coordinate construction phasing, sequencing, and site logistics with the City of Lewisville and the Corporate Drive contractor to ensure uninterrupted progress and protection of ongoing improvements.

For clarification, the force main contractor will be required to coordinate with the City of Lewisville.

13. The proposed 30" HDPE is shown to be installed as open cut under the 30" RCP at STA 203+74.83. Please confirm if this should be revised to a bore or if the intent is to support the 30" RCP in place?

The City has informed us of all culverts already built with the Corporate Drive project. As we understand and have labeled the crossings shown in the profile sheets called out as "Proposed" are not built as of yet, therefore at station 203+74.83, the force main to be constructed as open cut.

14. Sheet 41 contains a detail for Gravel Street Repair. Gravel Street Repair is not called out on the Plan and Profile Sheets. Please provide the locations of the gravel street repair and please provide a bid item for payment.

Added Bid Item No. 39. Refer to the revised Bid Table. 6-foot wide drive trench repair to remove and replace a total of 220 square yards. (200 square yards from station 127+00 to station 130+00 and 20 square yards near station 133+00). Sheet 26 will be revised with the conformed plan set to reflect these quantities.

15. Please clarify which embedment detail to use on sheet 44.

Refer to Addendum No.1, clarification at the end, referring to the City's detail sheet 7.2.



16. Please provide the easement width between 37+80 and 56+20. Does the easement extend beyond the wood fence? Can we close multiple lanes of traffic?

Refer to plan sheets 17 and 18, between station 37+80 and 56+20, the force main is within the City's Right-of-Way. Also refer to the note on the existing wood fence on these sheets. With City permission and appropriate traffic control submittal, it may be possible.

17. Can we get a project specific detail for this material? The one noted in the plans is only for a 2". Materials and layout for 6" will be vastly different than the detail provided.

Refer to the technical specifications TS8 for the specifications on the Air & Vacuum Valve.

18. Technical Specification 2.03.E states that "the pipe shall be hydrostatically tested after joining into continuous lengths prior to installation and again after installation". It is not industry standard to double test for pipe installed by means of open cut. Please clarify if this requirement pertains to the entirety of the pipe on the project or just that portion installed by HDD (should the alternate be selected).

This pertains to the portion installed by HDD.

19. Referencing Sheet 37, STA 230+93.45 indicates to connect to "Prop. 30" FM (Not this Contract)". Please specify the type of pipe material we will be connecting to and provide a connection detail.

The proposed 30" force main "not this contract" is also HDPE. Connection fittings will be HDPE fittings per HDPE manufacturer, to be submitted with shop drawing submittals by Contractor.

For clarification, contractor shall remove temporary HDPE pipe plug and connect to 30" HDPE pipe.



20. Referencing Sheet 45, the detail for "Plug Valve w/ Manhole Along Proposed Corporate Drive" has (3) stations listed that this detail applies to. However, on the P&P sheets there are not Plug Valves shown at these stations. Additionally, the P&P sheets show there to be (4) Plug Valves w/ Extended Operators in 4' Manhole along the Proposed Corporate Drive. Please confirm which valves this detail applies to.

For clarification, plug valve stations to use the plug valve detail on sheet 45 are six (6), at stations 39+75, 60+00, 157+60, 177+20, 197+20, and 217+20.

21. Please provide a detail for the Plug Valves w/ Extended Operators in 4' Manholes that are not located along Proposed Corporate Drive.

See new detail on sheet 45B.

22. Referencing the 30" Plug Valves w/ Extended Operators Direct Bury on Sheets 15, 21, 23, 25, & 27, all are shown on the P&P sheets to sit offset from the CL of pipe which conflicts with the detail shown on Sheet 45 for Plug Valve Setting & Box. Please confirm the orientation required for the direct bury plug valves and update the detail if the desired orientation is not vertical.

See new detail on sheet 45B.

23. Referencing the Type 1 Air Release Valve Detail on Sheet 45, it appears to depict a 2" assembly on a "clean" waterline. Please confirm size of the valve and if this detail is truly what is intended for the sewer force main.

See new detail on sheet 45B.



24. Referencing the Type 1 Air Release Valve Detail on Sheet 45, calls for an air vent, see std detail 8-6. Detail 8-6 is not provided in the contract documents and based on the image it appears to be a standard air vent for a "clean" waterline. Please confirm if this is intended to be an odor control vent and provide applicable specifications if so.

Refer to Sheet 2, General Notes No. 1. This project shall conform to "ALL" the City's standard construction details and NCTCOG, even though not all City details are included in the plans, they are part of the contract documents. Yes, it is intended and required by the City of Lewisville, see new detail Sheet No. 45B.

25. Technical Specification 6.03.b calls for the annular space between the carrier pipe and the encasement pipe to be filled with flowable fill. However, this requirement seems to be missing from the standard encasement pipe detail on sheet 43. Please confirm if grouting of the annulus will be required and if so type and strength of mix.

Refer to the City's standard construction details 7.24, requires grouts grout. Omit flowable fill.

26. Sheet 43 has a standard detail for precast manholes and one for sanitary sewer manhole vent. Please confirm that neither of these standard details pertains to the project as line being installed is a force main and not a gravity line.

Confirmed, this project is not a gravity line project.

27. Referencing Sanitary Sewer General Notes and Testing on Sheet 43, note 2 lists a number of required test. Please clarify which tests will be required for the force main on this project.

Refer to the City's and NCTCOG for pressure pipe testing requirements.



28. Referencing Sanitary Sewer General Notes and Testing on Sheet 43, please confirm that no manholes on this project are subject to vacuum testing since they are valve vaults and not a sewage bearing structure.

Confirmed, this project is not a gravity line project.

29. Technical Specification TS1.02.G Excavated Materials states "topsoil shall be excavated and piled separately in a careful manner. After the trench has been backfilled, a minimum of 12 inches of topsoil shall be placed in its original position, and the surface disk harrowed to a minimum depth of 6 inches". If the current thickness of topsoil is less than 12" will the contractor be required to import the additional quantity of topsoil to make up the difference or will respreading topsoil to match the existing thickness be acceptable?

The respreading of topsoil to match the existing thickness is acceptable with a minimum of 4 inches.

30. Under the Notes for HDD Installation on Sheet 28, Note 3 states the "contractor shall submit HDD plan and calculations for review" and Note 4 reads "there shall be no additional payment for installation across the Elm Fork of the Trinity River by HDD and all cost shall be included in the appropriate bid items". Please confirm the Contractor is responsible for design and determination of the upsize in DR of the HDPE that would be required to handle the loading and strain the pipe would be subject to for this HDD.

Confirmed, refer to Note 3 on sheet 28.

31. If the Contractor is responsible for the design and determination of the pipe DR required for the HDD, please confirm if there is a minimum ID required to maintain flow capacity.

Match specified 30-inch HDPE.



32. If the Contractor is responsible for the design and determination of the pipe DR required for the HDD, please confirm if mechanical connection of the differing size pipes is acceptable. If not, please specify the required method.

Confirmed, mechanical connection is acceptable.

33. Technical Specification 2.03.E & F requires to use both a cleaning pig and sizing pig on the pipeline. The utilization of plug valves on the force main would prohibit the passing of a pig through the line. Please confirm that the pigging requirements in the contract documents are not required.

Confirmed, pigging requirements are not required.

34. Note 4 under General Notes for Sanitary Sewer Lines on Sheet 3 calls for mandrel testing of all sanitary sewer lines. The utilization of plug valves on the force main this would prohibit the passing of a mandrel through the line. Please confirm that the mandrel requirements in the contract documents are not required.

Confirmed, mandrel requirements are not required, as this is not a gravity line.

35. Note 4 under General Notes for Sanitary Sewer Lines on Sheet 3 calls for air pressure testing of all sanitary sewer lines. Please confirm that hydrostatic testing of the line will suffice in lieu of air testing.

Confirmed, air testing requirements are not required, as this is not a gravity line.

36. Note 4 under General Notes for Sanitary Sewer Lines on Sheet 3 calls for CCTV inspection of all sanitary sewer lines. Please confirm if CCTV of the force main will be required.

Confirmed, CCTV requirements are not required, as this is not a gravity line.



37. The plug valve with extended operator in 4' MH at STA 60+00 (Sheet 19) is shown to be located in the pavement. Please provide a detail for this.

See new detail on sheet 45B.

38. In previous procurements, The City of Lewisville has provided an Exceptions Form to allow the proposers to provide any exceptions to the documents. Would the City please add the Exceptions Form to this procurement.

The City primarily uses this form for low bid projects, and will not be adding it to this project, at this time.

39. Can GA Industries be added as an approved Plug Valve manufacturer? The GA Industries Plug Valve is in full compliance with the written specification.

GA and all plug valves that are in full compliance with the technical specifications section TS4 called out on the bidding documents shall be submitted for review during the shop drawings submittal process.

40. It is kindly requested to allow 30in PN100 FRP pipe as an alternative material option to the specified 30in DR21 HDPE 4710. FRP meets or exceeds all engineering design criteria for structural capacity, hydraulics (with an internal diameter over 7% larger than HDPE SDR 21), durability, and ease of installation. Its inclusion would create a more competitive bidding environment for the City. Thank you.

Due to the time constraint, there is not enough time to review and approve of this pipe material or change the pipe specifications.

41. Is there any Domestic requirements for this project?

The City has no requirements for domestic "Buy America" products.



- Refer to the Technical Specifications, Section TS2.02.B Polyethylene Piping Material, ASTM PE4710 pipe material is acceptable.
- Refer to plan sheet No. 28, for clarification the pipe installed by Horizontal Directional Drilling (HDD) will be the carrier pipe by itself, no encasement pipe.
- Refer to Bid Table, Deductive Alternative No.1A. 30-inch HDPE by HDD. Change this alternate from “Deductive Alternative” to just “Alternate” and renumber to be #2-1. Moved Bid Item No. 4 to be new Bid Item #2-2. This allows the bidder to choose and bid on either Alternates Bid Item #2-1 for 30-inch HDPE by Horizontal Directional Drilling under the Trinity River, or bid on Bid Item #2-2 for boring under the Trinity River with steel encasement pipe. Bid on only one of these two bid items.
- Refer to the Bid Table, Added new Alternate Bid Item #3-2 – Connection to 42-inch Line by Wet Tap. Furnish and install 42” x 30” RCCP Tapping Sleeve and Valve. Moved Bid Items 10-12 to be new Bid Item #3-2. This allows the bidder to choose and bid on either Alternates Bid Item #3-1 for a dry connection to the existing 42-inch sewer line with line stops, or bid on Bid Item #3-2 for connecting to the existing 42-inch sewer line with an RCCP Wet Tapping Sleeve and Valve, including all appurtenances to make connection. Bid on only one of these two bid items.

This Addendum is hereby made a part of the bid documents to the same extent as if it were originally included therein, and shall become a part of, and attached to, the bid documents.



Date: July 31, 2025

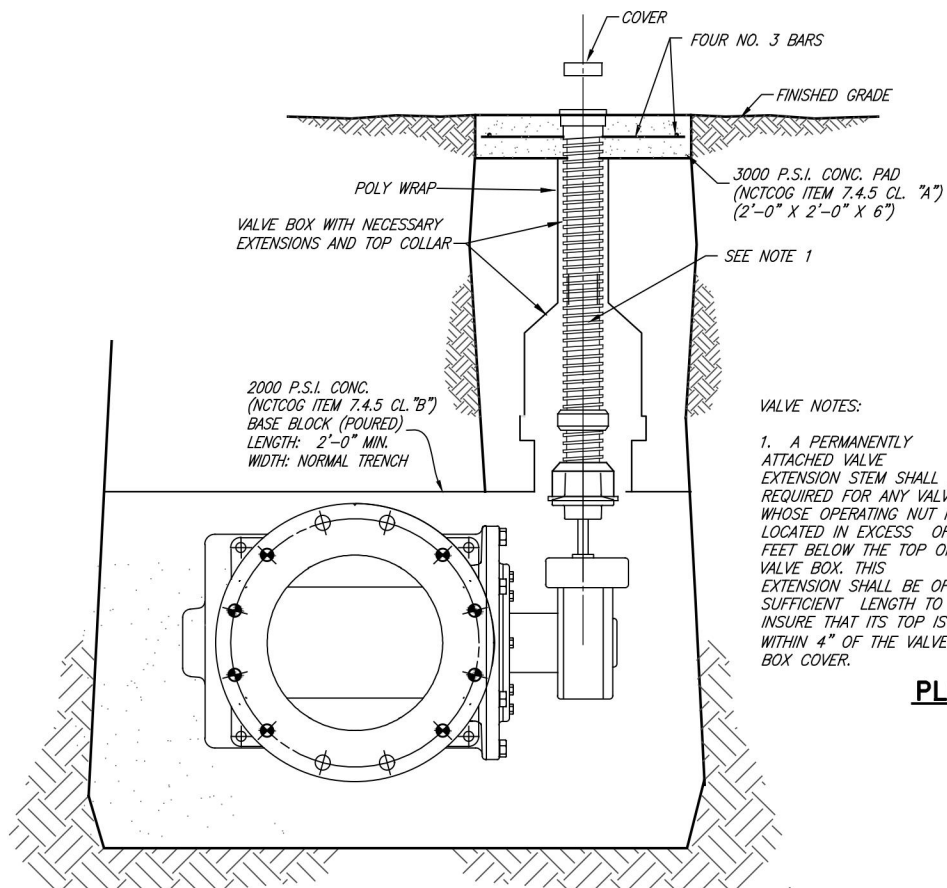
BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS

11910 GREENVILLE AVE., SUITE 600

DALLAS, TEXAS 75243

TBPELS Firm No. 526 TBPLS Firm No. 10031800

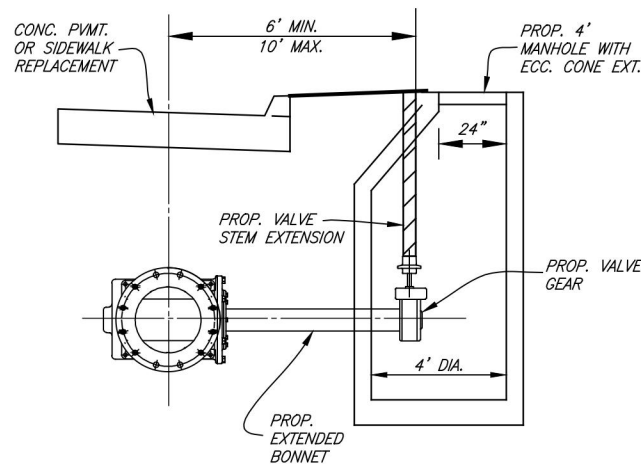
END OF ADDENDUM NO. 2



PLUG VALVE SETTING & BOX

PLUG VALVE EXTERIOR TO BE EPOXY COATED 4 MILS MIN. FLANGE x FLANGE STAINLESS STEEL BOLTING (316) WORM GEAR W/ OPERATING NUT STATIONS 19+75, 79+05, 99+50, 119+40, AND 139+60

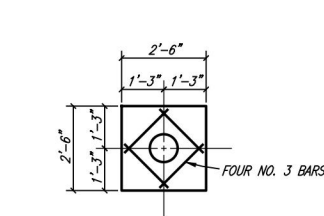
NO SCALE



PLUG VALVE WITH MANHOLE ALONG PROPOSED VALLEY RIDGE BLVD.

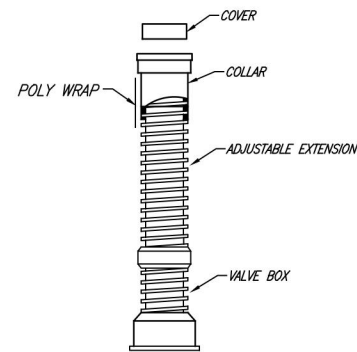
STATIONS 39+75 AND 60+00

NO SCALE



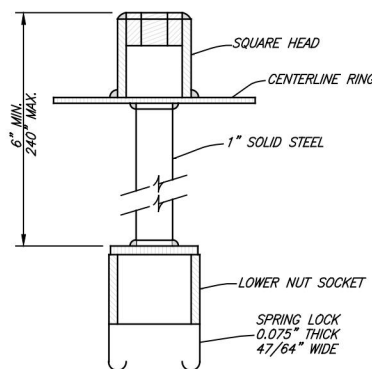
VALVE BOX PAD PLAN

NO SCALE



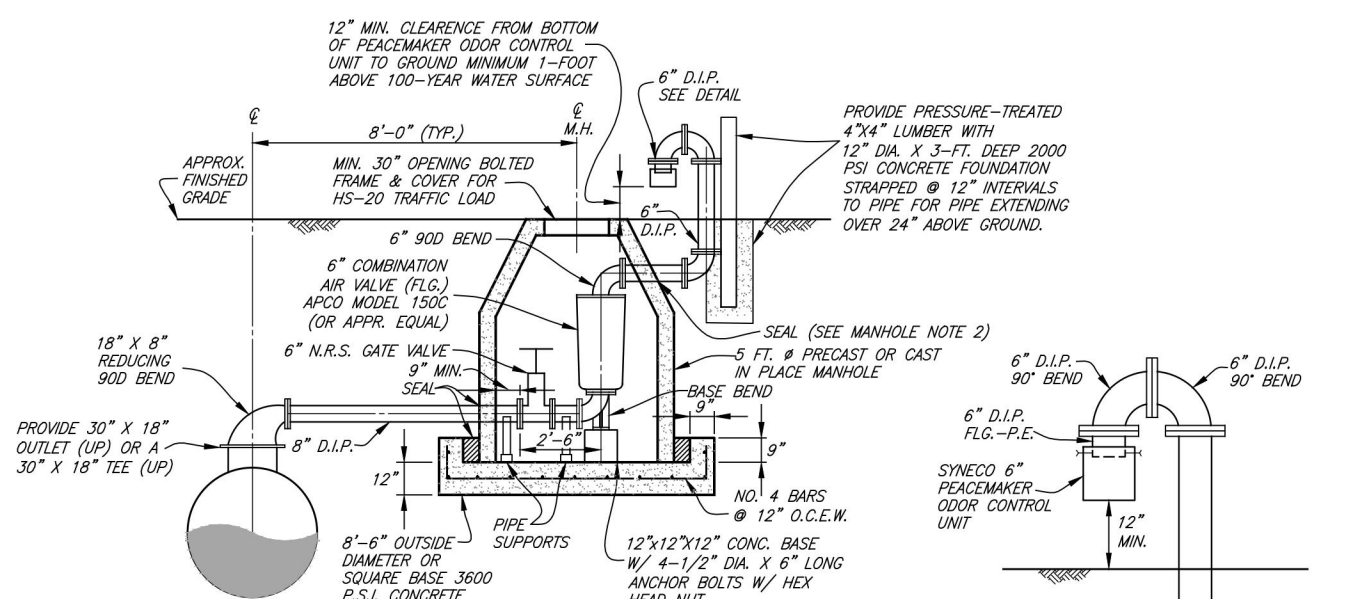
PLUG VALVE BOX WITH EXTENSION

NO SCALE



SPRING LOCK VALVE EXTENSION

NO SCALE



AIR RELEASE & VACUUM VALVE W/MANHOLE

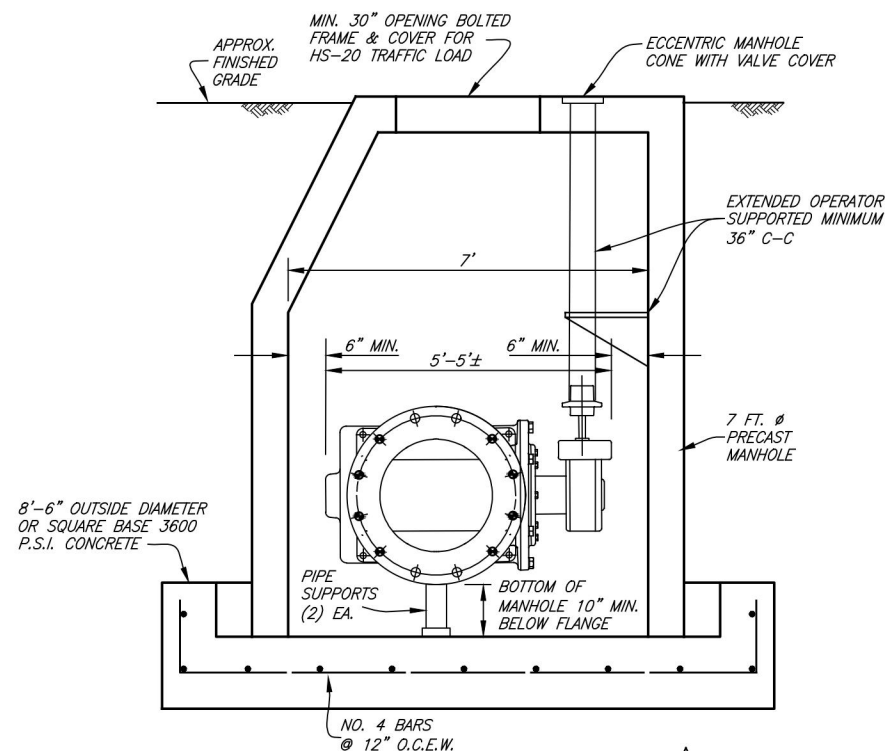
NO SCALE

NOTES:

- 1) DUCTILE IRON PIPE SHALL BE PAINTED.
- 2) COUPLING WITH "O"-RING RUBBER GASKET (KOR-N-SEAL OR ACCEPTED EQUAL)

ODOR CONTROL UNIT

NO SCALE



PLUG VALVE WITH MANHOLE DIRECTLY OVER VALVE

STATION 0+03

NO SCALE

ADDENDUM NO. 2

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS
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Andrew M. Mata, Jr.
04/16/2025



**PUBLIC SERVICES
CITY OF LEWISVILLE**

MIDWAY BRANCH FORCE MAIN

MISC. DETAILS



2024 115
JUNE 2025

Sheet
45B



Addendum #3

#25-90-C – Midway Branch Force Main

Additional Information

- Refer to plan sheet No. 45, Detail - Plug Valve with Manhole along Proposed Corporate Drive, add Note "Top of manhole shall be at the proposed elevations of Corporate Drive, Refer to the profile sheets for elevations.
- Refer to the attached revised plan sheet No. 45B, with Addendum 3 revisions, changed main outlet from 18-inch outlet to 12-inch outlet, added valve RGX2 valve, and deed note for the top of manhole elevation.

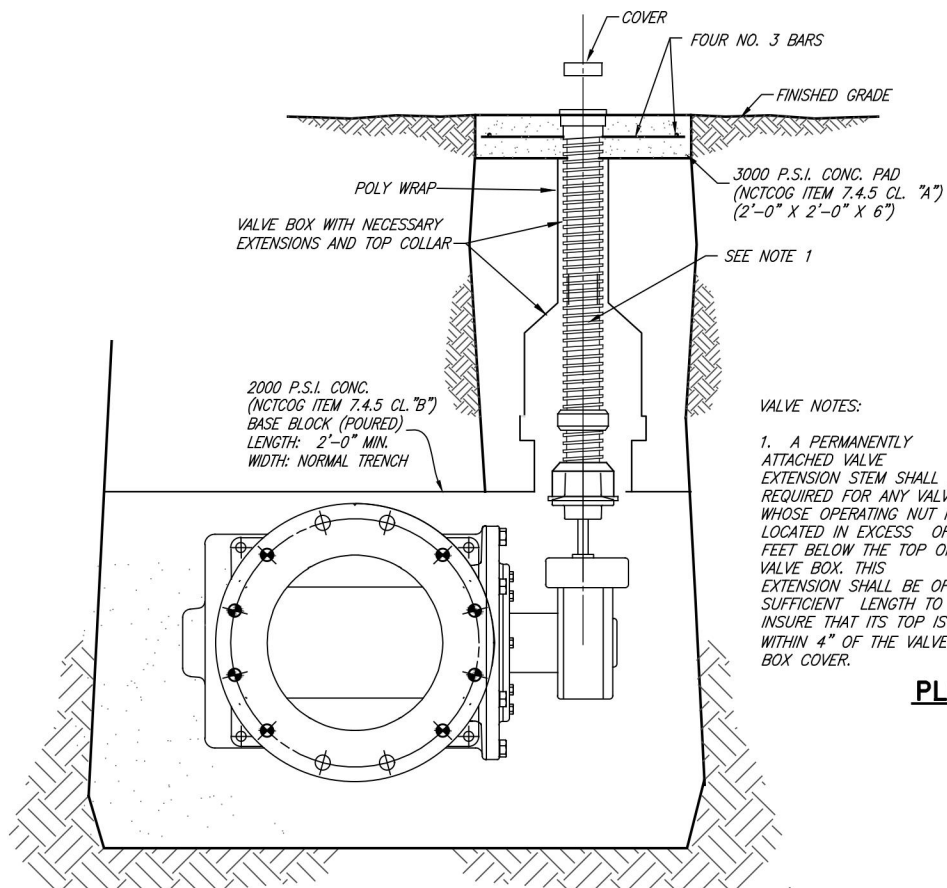
This Addendum is hereby made a part of the bid documents to the same extent as if it were originally included therein, and shall become a part of, and attached to, the bid documents.



Date: August 8, 2025

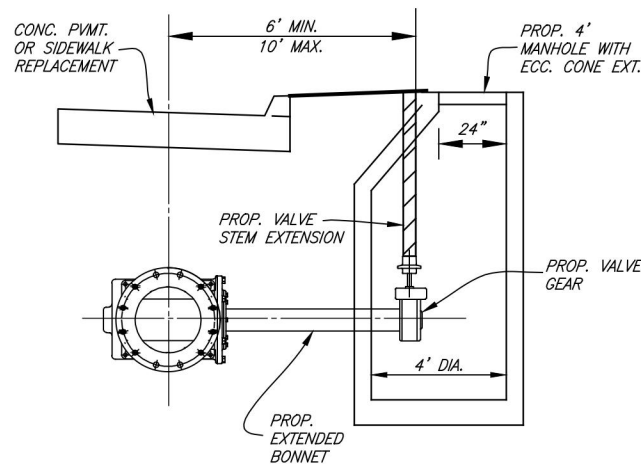
BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS
11910 GREENVILLE AVE., SUITE 600
DALLAS, TEXAS 75243
TBPELS Firm No. 526 TBPLS Firm No. 10031800

END OF ADDENDUM NO. 2



PLUG VALVE SETTING & BOX

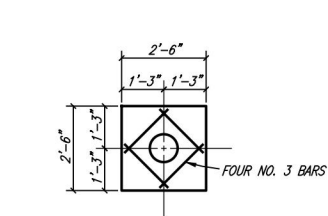
PLUG VALVE EXTERIOR TO BE EPOXY COATED 4 MILS MIN. FLANGE x FLANGE STAINLESS STEEL BOLTING (316) WORM GEAR W/ OPERATING NUT STATIONS 19+75, 79+05, 99+50, 119+40, AND 139+60
NO SCALE



PLUG VALVE WITH MANHOLE ALONG PROPOSED VALLEY RIDGE BLVD.

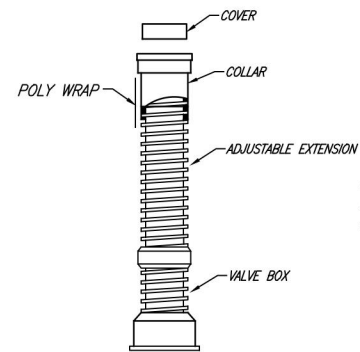
STATIONS 39+75 AND 60+00

NO SCALE



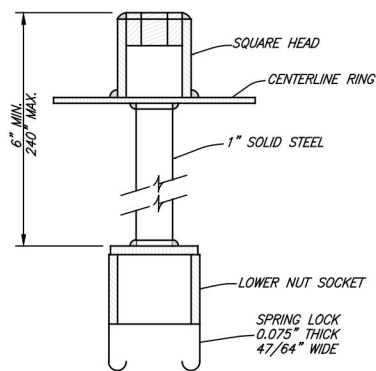
VALVE BOX PAD PLAN

NO SCALE



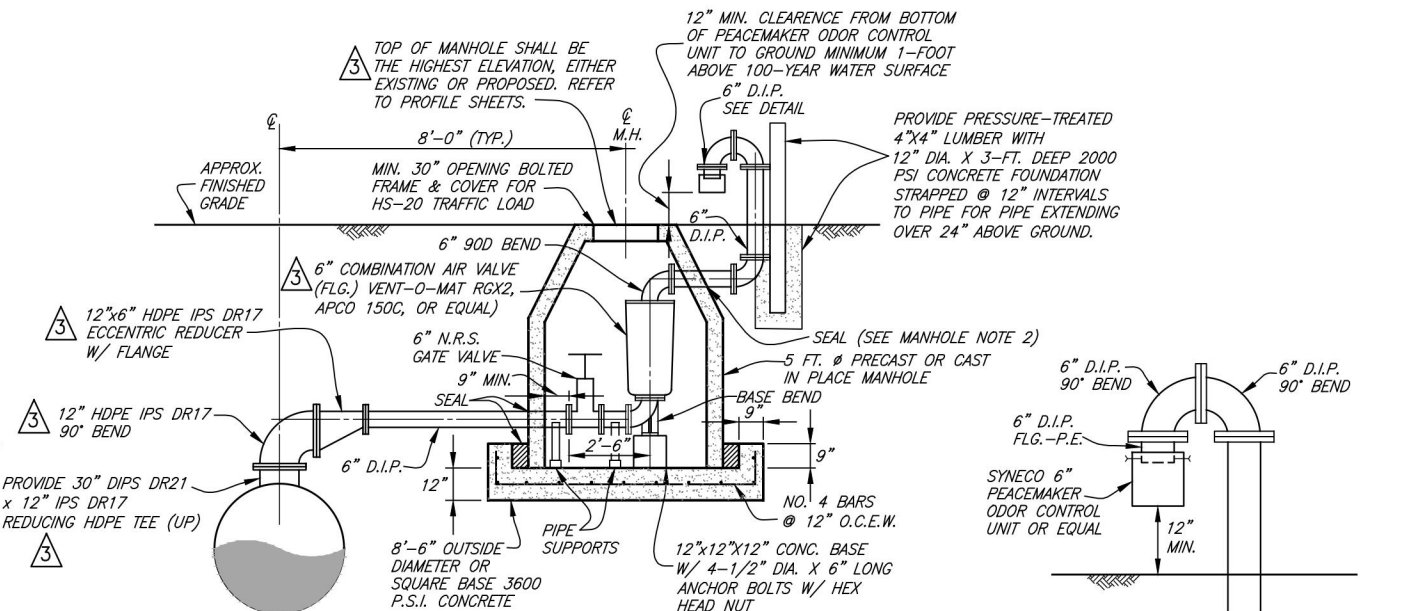
PLUG VALVE BOX WITH EXTENSION

NO SCALE



SPRING LOCK VALVE EXTENSION

NO SCALE

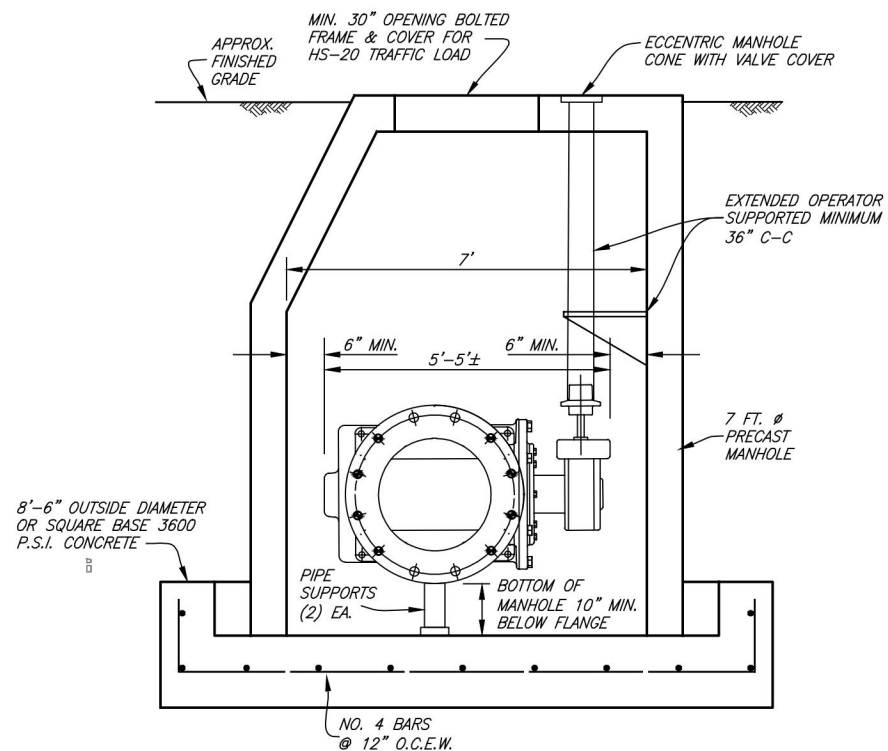


AIR RELEASE & VACUUM VALVE W/MANHOLE

NO SCALE

NOTES:

- 1) ALL EXPOSED DUCTILE IRON PIPE SHALL BE PAINTED.
- 2) COUPLING WITH "O"-RING RUBBER GASKET (KOR-N-SEAL OR ACCEPTED EQUAL)



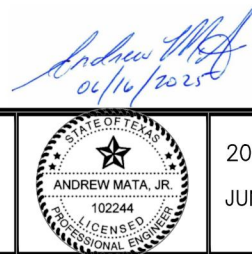
PLUG VALVE WITH MANHOLE DIRECTLY OVER VALVE

STATION 0+03

NO SCALE

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

PROFESSIONAL ENGINEERS
TBP/ELS Engineer Firm No. 526; Survey Firm No. 10031800
Dallas, Texas 75243 (214) 361-7900



2024 115

JUNE 2025

Sheet

45B

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PUBLIC SERVICES
CITY OF LEWISVILLE

MIDWAY BRANCH FORCE MAIN

project title

sheet title

REVISED: 8/8/25 - Jyork

H:\Projects\Lew\2024115 Midway Branch Force Main\Sheets\2024115-Details.dwg

PLOT SCALE: 1:2

PLOT STYLE: 11x17.ctb

PLOTTED BY: Jeff York ON 8/8/2025

**CITY OF LEWISVILLE
PRE-PROPOSAL
CSP #25-90-C Pre-Proposal Meeting
11:00 A.M., Tuesday, July 22, 2025**

	NAME (PRINT)	COMPANY	PHONE NUMBER	EMAIL ADDRESS
1	Kristi Byrd	City of Lewisville	972-219-3764	kbyrd@cityoflewisville.com
2	Roshan Chaudhary	City of Lewisville	972-219-3666	rchaudhary@cityoflewisville.com <i>RC</i>
3	Katelyn Hearon	City of Lewisville	972-219-3509	khearon@cityoflewisville.com <i>KH</i>
4	<i>AARON Strakton</i>	<i>Acadia Services</i>	<i>817-923-2819</i>	<i>aaron@acadia.tx.com</i>
5	<i>Alex O'Neil</i>	<i>Kingrey</i>	<i>214-968-9952</i>	<i>alex@kingrey.us</i>
6	<i>Cedric West</i>	<i>City of Lewisville</i>	<i>972-214-5051</i>	<i>cwest@cityoflewisville.com</i>
7				
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BIRKHOFF, HENDRICKS & CARTER, L.L.P.**PROFESSIONAL ENGINEERS**

TEXAS FIRM 526

Date: July 22, 2025Time: 11:00 AMType of Meeting: Pre-Bid ConferenceClient: City of Lewisville, TexasProject: Midway Branch Force Main, Project No. U1102 FM**ATTENDANCE SHEET**

	<u>Name</u>	<u>Representing</u>	<u>Phone Number</u>	<u>E-Mail</u>
1.	☐ <u>Roshan Chaudhary</u>	<u>City of Lewisville</u>	<u>972-219-3686</u>	<u>rchaudhary@cityoflewisville.com</u> <i>RC</i>
2.	☐ <u>Katelyn Hearon</u>	<u>City of Lewisville</u>	<u>972-219-3509</u>	<u>khearon@cityoflewisvill.com</u> <i>KN</i>
3.	☐ <u>Andrew Mata</u>	<u>Birkhoff, Hendricks & Carter, LLP</u>	<u>214-361-7900</u>	<u>amata@bhcllp.com</u>
4.	☐ <u>Joe Carter</u>	<u>Birkhoff, Hendricks & Carter, LLP</u>	<u>214-361-7900</u>	<u>jcarter@bhcllp.com</u>
5.	<u>Charmaine Kepler</u>	<u>Mountain Cascade of Texas</u>	<u>817-682-1350</u>	<u>charmaign@mountaincascade.com</u>
6.	<u>Ramiro Castro</u>	<u>ST Louis Construction</u>	<u>682-701-2968</u>	<u>Ramiro.Castro@STLouis.com</u>
7.	<u>BEN MIRON</u>	<u>SUNDT CONSTRUCTION</u>	<u>214-298-4461</u>	<u>bfmiron@sundt.com</u>
8.	<u>DEBBIE BROWN</u>	<u>Canary Construction</u>	<u>469-464-3823</u>	<u>debbie@canaryconstruction.com</u>
9.	<u>Brandon Dutton</u>	<u>Canary Construction</u>	<u>805-915-8107</u>	<u>brandon@canaryconstruction.com</u>
10.	<u>Tony Martinez</u>	<u>Wilson Contractor Services</u>	<u>940-243-1174</u>	<u>tony@wilsoncontractorservices.com</u>
11.	<u>Elisah Edwards</u>	<u>Wilson Contractor Services</u>	<u>940-977-6166</u>	<u>elisah@wilsoncontractorservices.com</u>
12.	<u>JASON DYSON</u>	<u>SUNDT CONSTRUCTION</u>	<u>469-559-9441</u>	<u>KSDYSON@SUNDT.COM</u>