

City of Lewisville  
Purchasing Division  
P.O. Box 299002  
Lewisville, Texas 75029-9002



1:47 / 10

**Clark Electric**

246 S. Collins Rd.

Sunnyvale TX, 75182

Bid# 18-23-I-

Waste Water Treatment Plant Emergency Generator

October 11, 2018

RFB #18-23-I

Wastewater Treatment Plant Emergency Generator

Project No.: U1501

BASE BID ITEMS

Item No.	Description	Unit	Quantity	Unit Price	Amount
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1. Mobilization/Start up (Bonds, Insurance, Move In, Sanitary Facilities) NOTE: This item may not exceed 5% of the total amount bid. Twenty three thousand two hundred forty two Dollars and zero Cents per Lump Sum.
- LS 1 \$ ~~20,000~~ \$ ~~20,000~~  
\$ 23,242 \$ 23,242

2. Furnish and install 15kV generator and neutral grounding resistor roof complete and in place for:
- LS 1 \$ 530,000 \$ 530,000

Five Hundred  
Thirty Thousand Dollars  
and zero Cents  
per Lump Sum.

Provide name of Generator  
Manufacturer: Cummins

3. Furnish and install 15kV automatic transfer switch gear, auxiliary control panel and battery system complete and in place for:
- LS 1 \$ 359,000 \$ 359,000

Three hundred fifty  
nine thousand Dollars  
and zero Cents  
per Lump Sum.

Provide Manufacturer: Eaton

4. Furnish and install underground duct banks complete and in place for the
- LS 1 \$ 140,000 \$ 140,000

One Hundred  
Forty Thousand Dollars  
and zero cents.

5. Furnish and install 15kV cable and accessories complete and in place for LS

1 \$ 20,000 \$ 20,000

Twenty  
Thousand Dollars  
and zero Cents

per Lump Sum.

6. Furnish and install cable tray and exposed conduit and complete and in place for LS

1 \$ 40,000 \$ 40,000

Forty  
Thousand Dollars  
and zero Cents

per Lump Sum.

7. Furnish and install 480 volt and less cable and wiring complete and in place for LS

1 \$ 10,000 \$ 10,000

Ten  
Thousand Dollars  
and zero Cents

8. Furnish and install site work complete and in place for LS

1 \$ 188,000 \$ 188,000

One Hundred Eighty Eight  
Thousand Dollars  
and zero Cents

per Lump Sum.

9. Furnish and install concrete pads for generator neutral grounding resistor and switch gear building complete and in place for

1 \$ 269,758 \$ 269,758

Two Hundred Sixty Nine Thousand  
Seven Hundred fifty Eight Dollars  
and zero Cents

per Lump Sum.

10. Provide Project Record Drawings (as-Built), Complete For

Ten Thousand

Dollars

and Zero Cents

per Lump Sum.

1 \$ 10,000 \$ 10,000

11. Provide O&M Manuals and Training Session Documentation, Complete For

Ten Thousand

Dollars

and Zero Cents

per Lump Sum.

1 \$ 10,000 \$ 10,000

1,600,000.00

TOTAL BID AMOUNT (Items 1-11)

\$ ~~11,600,758.10~~

numerals

Contractor Name: Clark Electric, Inc.

Signature: Buddy Mully

Date: 10/11/18

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

### Contractor's Qualifications

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

### BIDDER'S QUALIFICATION STATEMENT

Project: U1501 - Wastewater Treatment Plant Emergency Generator

Contractor: Clark Electric, Inc.

Indicate One: ☐ Sole Proprietor ☐ Partnership ☐ Other  
☒ Corporation ☐ Joint Venture

Name: Brad Kohler

Title: Estimator

Address: 246 S. Collins Rd.

City: Sunnyvale

State & Zip: Texas, 75182

Phone: 972-226-7275

State and Date of Incorporation, Partnership, Ownership, Etc. 1984

Location of Principal Office: 246 S. Collins Rd. Sunnyvale, Tx, 75182

Contact and Phone at Principal Office: Josh Clark 972-226-7275

Liability Insurance Provided and Limits of Coverage: see Attachment

Workers Compensation Insurance Provider: EMC Insurance Companies

Surety Bonding Company (Performance & Payment): Liberty Mutual Insurance Company

Insurance Agency Name: Baldwin-Cox Agency, LLC

Insurance Agency Address: 5930 Preston View Blvd Ste 200  
Dallas Tx 75240

Contact Person: Denise McAvoy



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Baldwin-Cox Agency, LLC 5930 Preston View Blvd Ste 200  Dallas TX 75240		<b>CONTACT NAME:</b> Denise McAvoy <b>PHONE (A/C, No, Ext):</b> (972) 331-3730 <b>FAX (A/C, No):</b> (972) 644-8035 <b>E-MAIL ADDRESS:</b> denise@baldwinagency.com	
<b>INSURED</b> Clark Electric Inc. P.O.Box 851167  Mesquite TX 75240		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> EMC Insurance Companies <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 21415	

**COVERAGES** **CERTIFICATE NUMBER: 18-19** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		5X76435	9/21/2018	9/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5X76435	9/21/2018	9/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5X76435	9/21/2018	9/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	5H76435	9/21/2018	9/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment		5X76435	9/21/2018	9/21/2019	Limit 50,000
A	Employee Third Party Theft		5X76435	9/21/2018	9/21/2019	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability and auto liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract. The general liability, auto liability & worker's compensation policies include a blanket automatic waiver of subrogation endorsement only when there is a written contract. Umbrella policy follows form. Partners, Officers & Others Exclusion endorsement of Workers Compensation excludes Mel Clark and Scarlett Clark. The general liability policy is primary and non-contributory when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

**\*\*Sample Certificate\*\***

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill Baldwin/NPE

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Denise McAvey

Phone Number:

972-331-3730

Total Number of Employees to be Associated with this Job:

2 Managerial

3 Administrative

Professional

4 Skilled

4 Semi-Skilled

Other

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

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

Electrical, concrete, Erosion Control, Demo,

Access to Tools and Equipment:

Percent Owned 95

Percent Rented 5

Number of Years in Business as a Contractor on Above Types of Work: 34

Type(s) of Work to be Done by Sub-Contractors: Concrete, Gas line Demo, and Lightning Protection

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

Type of Work

Sub-Contractor

Gas line and meter removal

CPR Plumbing Services

Lightning Protection

VFC

concrete

Steel Marc Construction CO., Inc.

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

Project: NTMWD - Wylie Chemical Systems Improvements Phase 1B

Project Description: SCADA & Electrical Work for Chemical systems Improvements.

Owner/Agency: North Texas Municipal Water District

Year Built: 2017

Contract Price: 2,615,030.76

Contact Person: Aliza Caraballo

Phone: 972-442-5405

Project: DWU - Existing Peak Flow Basins Rehabilitation

Project Description: Electrical work for peak flow Basin Improvements.

Owner/Agency: Dallas Water Utilities

Year Built: 2017

Contract Price: 724,144.28

Contact Person: Leslie Castillo

Phone: 214-948-4517

Project: High Service Pump Station 1-1 Mechanical Improvements

Project Description: Electrical work for high service pump station improvements.

Owner/Agency: North Texas Municipal Water District

Year Built: 2017

Contract Price: 1,481,794.72

Contact Person: Travis Markham

Phone: 972-442-5405

Project: Wylie Chemical Systems Improvements Phase 2B

Project Description: SCADA & Electrical work for chemical system improvements.

Owner/Agency: North Texas Municipal Water District

Year Built: 2017

Contract Price: 2,852,783.08

Contact Person: Aliza Caraballo

Phone: 972-442-5405

Project: RC3L MV VFD Replacement



Project Description: Medium Voltage drives for 2000 HP Motors, Medium Voltage cables.

Owner/Agency: Tarrant Regional Water District

Year Built: 2017 Contract Price: 154, 896.00

Contact Person: Fred Hernandez Phone: 817-720-4257

Project: Sludge Pump Station

Project Description: Electrical work for sludge pump station.

Owner/Agency: North Texas Municipal Water District

Year Built: 2018 Contract Price: 700, 000.00

Contact Person: Kimberly Luker Phone: 469-626-4736

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

3-D Mechanical  
P.O. Box 501 Kaufman, TX 75142  
Dwayne Daumgartner 972-921-5902

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

J.P. Morgan Chase Bank  
1345 N. Town East Blvd., Mesquite, TX  
Luis Fernandez 972-270-2067

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

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

No.

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

No.

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

No.

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

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

NO.

## **PROPOSAL**

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

### **PROJECT NO. U1501 - Wastewater Treatment Plant Emergency Generator**

Proposal of Clark Electric, Inc.  
(hereinafter called Bidder), a corporation organized and existing under the laws of the State of  
Texas, a partnership, or an individual doing business as  
General Contractor  
(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 **300 calendar days**. It is specifically stated and understood that the entire construction including clean up shall be completed within the above stated time.

PROJECT NO. U1501 - Wastewater Treatment Plant Emergency Generator

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

The undersigned Bidder has contacted, within 72 hours prior to the bid opening, the Project Engineer (McCreary & Associates) (972) 458-8745, and has determined that all Addenda are as follows:

Addendum No. 1 dated

10/2/18

Bully Miller  
(Signature)

Addendum No. 2 dated

10/8/18

Bully Miller  
(Signature)

Addendum No. 3 dated

10/8/18

Bully Miller  
(Signature)

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

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

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

### PROPOSED SUBCONTRACT BREAKDOWN

1. Subcontractor CPR Plumbing Services  
Address 7204 Elm Dr. #104 The Colony, TX, 75056  
Phone # 972-362-0255  
Description of Work Remove Gas line and meter then cap lines.
2. Subcontractor VFC  
Address 1240 Texan Trail, Suite 108, Grapevine, TX, 76501  
Phone # 469-988-3662  
Description of Work Lightning Protection
3. Subcontractor Steel Marc Construction CO., Inc.  
Address 2025 Wall Street, Suite D, Garland, TX, 75041  
Phone # 972-864-1116  
Description of Work Concrete
4. Subcontractor \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_  
Description of Work \_\_\_\_\_

Reference is made to Item 21 on Page SS-11.

### LIST OF SUPPLIERS

1. Item Supplied Electrical Materials  
Supplier Reynolds  
Address 12900 Selnac Dr., Farmers Branch, Tx, 75234  
Phone # 214-630-9000
  
2. Item Supplied Generator & Switch gear  
Supplier Cummins  
Address 4855 Mountain Creek Pkwy., Dallas, Tx, 75236  
Phone # 972-780-4330
  
3. Item Supplied \_\_\_\_\_  
Supplier \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_
  
4. Item Supplied \_\_\_\_\_  
Supplier \_\_\_\_\_  
Address \_\_\_\_\_  
Phone # \_\_\_\_\_



**LEWISVILLE**  
Deep Roots. Broad Wings. Bright Future.

## Lewisville 2025 - Sustainability

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

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

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

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

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

*Attach supporting documentation if needed*



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

**NON-COLLUSION STATEMENT**

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

Vendor:	<u>Clark Electric, Inc.</u>
Address:	<u>246 S. Collins Rd.</u>
City, State, Zip:	<u>Sunnyvale, TX, 75182</u>
Phone	<u>972-226-7275</u>
Email Address:	<u>Bkohler@clarkelectricTX.com</u>
Bidder (Print name)	<u>Brad Kohler</u>
Bidder Signature	<u>Brad Kohler</u>
Position with Company	<u>Estimator</u>
Signature of company official authorizing this bid:	<u>Mel Clark, pres</u>
Company Official (Print name):	<u>Mel Clark, pres</u>
Position with company:	<u>President</u>

**CITY OF LEWISVILLE PURCHASING DIVISION  
ADDITIONAL TERMS**

**ANTI-LOBBYING PROVISION**

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

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

**LAWS AND ORDINANCES**

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

**PROTECTION OF RESIDENT WORKERS**

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

**IMMIGRATION REFORM AND CONTROL ACT**

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the

aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Clark Electric, Inc

Contractor Name

Buffy Miller

Authorized Signature

10/10/2018

Date

CITY OF LEWISVILLE  
PURCHASING DIVISION

**Exceptions**

Bid **U1501**

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

Item#	Description

Signature   
Company   
Date

**No Exceptions taken to this bid invitation.**

Signature   
Company   
Date

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

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

Submitted:

Mel Clark, pres.  
(Signature)

Mel Clark, pres.  
(Name - Typed or Printed)

President  
(Title)

(Seal, if corporation)

Clark Electric, Inc.  
(Firm Name)

246 South Collins Road  
(Address)

Mesquite, Dallas, Texas, 75182  
(City/County/State/Zip Code)

972-226-7275  
(Telephone Number/Include Area Code)

10/10/2018  
(Date)

[Signature]  
(Attest)

**BID BOND****Bond**

KNOW ALL BY THESE PRESENTS, That we, Clark Electric, Inc.

P.O. Box 851167 of Mesquite, TX 75185

(hereinafter called the Principal), as Principal, and Liberty Mutual

Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto

City of Lewisville

(hereinafter called the Obligee) in the penal sum of Five Percent of the Greatest Amount Bid

Dollars ( 5% GAB )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Bid #18-23-I, Waste Water Treatment Plant Emergency Generator-Electrical Work-Lewisville, TX

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 11th day of October, 2018

Clark Electric, Inc.

(Seal)

Principal

Bulky Miller

Witness

Scott Cu

Title



Liberty Mutual Insurance Company

By

Linda Michelle Stalder

Linda Michelle Stalder

Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. \***

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8080250

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Rose Crawford; Troy Russell Key; Debra Lee Moon; Sammy Joe Mullis, Jr.; John William Newby; Sandra Lee Roney; Linda Michelle Stalder; Wilbert Raymond Watson; Michael Aaron Wiggins

all of the city of Addison, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of May, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of May, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of October, 2018.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## Important Notice

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT:

You may write to Liberty Mutual Surety at:

Liberty Mutual Surety  
Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA 19462-8284

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### Premium or Claim Disputes

Should you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### Attach This Notice To Your Policy:

This notice is for information only and does not become a part or condition of the attached document.