

**PROJECT MANUAL  
FOR  
CITY OF LUCAS, TEXAS**

**WEST LUCAS ROAD  
WIDENING AND OVERLAY PROJECT**

Prepared for:

City of Lucas  
665 Country Club Road  
Lucas, Texas 75002

Prepared by:

BW2 Engineers, Inc.  
1919 S. Shiloh Road  
Suite 500, L.B. 27  
Garland, Texas 75042

April 2017

BW2 No. 13-1623

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FOR  
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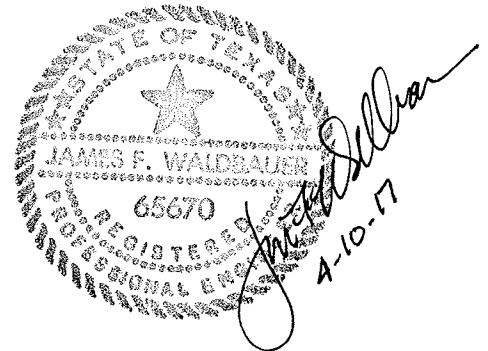
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**SECTION AB**

**ADVERTISEMENT FOR BIDS**

SECTION AB

ADVERTISEMENT FOR BIDS

1. Sealed bids addressed to the City of Lucas, Texas for West Lucas Road Widening and Overlay Project, for the City of Lucas, Texas, hereinafter called the "City" in accordance with the plans, specifications and contract documents prepared by BW2 Engineers, Inc., will be received at the office of the City Secretary of the City of Lucas, Texas, at 665 Country Club Road, Lucas, Texas, 75002 until 2:00 p.m. on May 4, 2017. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened. A pre-bid conference (non-mandatory) will be held at the City Hall at 665 Country Club Road, Lucas, Texas at 2:00 p.m. on April 26, 2017.
2. The Contractor shall identify his bid on the outside of the envelope by writing the words:

City of Lucas, Texas  
West Lucas Road Widening and Overlay Project
3. Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Lucas or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract, and Bidder shall execute a Performance Bond within ten (10) days after notice of award of contract to him.
4. Plans, specifications and bidding documents may be secured from the office of BW2 Engineers, Inc., upon payment of a non-refundable fee of Seventy Dollars (\$70.00) per set, payable to BW2 Engineers, Inc., located at 1919 S. Shiloh Road, Suite 500, Garland, Texas, 75042 (Phone No. 972-864-8200) or they may be secured online at no cost from the City's website or from [www.civcastusa.com](http://www.civcastusa.com).
5. The right is reserved by the Mayor and the City Council, as the interest of the City may require, to reject any and all bids and to waive any informality in bids received.
6. The Bidder (Proposer) must supply all the information required by the Proposal Form.
7. A Performance Bond, Labor and Material Payment Bond and Maintenance Bond will be required by the Owner; each bond shall be in the amount of 100% of the total contract amount.
8. No officer or employee of the City of Lucas shall have a financial interest, direct or indirect, in any contract with the City of Lucas.

THE CITY OF LUCAS

**SECTION IB**  
**INSTRUCTIONS TO BIDDERS**

## SECTION IB

### INSTRUCTIONS TO BIDDERS

- A. PROJECT: City of Lucas, Texas  
West Lucas Road Widening and Overlay Project
- B. PROJECT DESCRIPTION: This project generally consists of approximately 19,000 S.Y. of asphalt overlay, 6,600 S.Y. of asphalt pavement, 7,400 S.Y. of lime stabilized subgrade, asphalt milling, full-depth asphalt repairs, storm drainage, pavement striping and marking, sodding, and other miscellaneous appurtenances required for the complete construction of the roadway improvements.
- C. PROPOSALS: Proposals must be in accordance with these instructions in order to receive consideration.
- D. DOCUMENTS: Documents include the Bidding Requirements, General Provisions, Special Provisions, Technical Specifications, Drawings plus Addenda which may be issued by the Consultant during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
- E. EXAMINATION OF DOCUMENTS AND SITE: Bidders shall carefully examine the Bidding Documents and the construction site to obtain first-hand knowledge of the scope and conditions of the Work, including the site conditions and subsurface conditions (any subsurface exploration conducted by a bidder shall be conducted only with written approval by the property owner on which the exploration is done). Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that he has examined the Drawings, Specifications (Project Manual) and the site of the Work, and from his own investigation, has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the Owner for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform himself as to conditions affecting the Work.
- F. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications (Project Manual) or other proposed Contract Drawings, he may submit to the Engineer, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretation of ruling will be held binding upon the Owner.
- G. SUBSTITUTIONS: Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions.
- H. ADDENDA: Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of addenda and a copy of each addendum will be emailed, mailed, faxed, or delivered to each person who has been issued a set of the Bidding Documents and the Contract Documents, and receipt of addendum shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by email, mail, fax, or hand delivered to all prospective bidders

(at the respective addresses furnished for such purposes) not later than one (1) calendar day prior to the date fixed for the opening bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda had been acknowledged.

- I. **COMPLETION TIME:** A reasonable completion time has been established by the Owner and is indicated in the Proposal Form.
- J. **PREPARATION OF BIDS:** Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred, or arising out of, the performance of the work to be performed under the Contract. Bids shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- K. **SUBMITTAL OF BIDS:** Sealed proposals will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the City of Lucas. Submit proposal in an opaque, sealed envelope addressed to the Owner and plainly mark on the outside of the envelope the project name, and the name and address of the bidder. The Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.
- L. **MODIFICATIONS AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) calendar days after the time agreed upon for the receipt of bids.
- M. **DISQUALIFICATIONS:** The Owner reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the bidder.
- N. **SUBMISSION OF POST-BID INFORMATION:** If requested, the low bidder shall, within five (5) calendar days, submit the following:
  - 1. A designation of the portions of the Work proposed to be performed by the bidder with his own forces.
  - 2. A list of names of the subcontractors or other persons or organizations. The bidder will be required to establish, to the satisfaction of the Owner and the Engineer, the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the work.
  - 3. A list of current projects and recently completed projects with project descriptions and references.
  - 4. A list of litigation in which the company has been involved.
  - 5. A list of equipment available for the project.
  - 6. Current financial statements.



O. AWARD: The Owner reserves the right to accept any or to reject any bids without compensation to bidders and to waive irregularities and informalities.

The Engineer, in making his recommendation, will consider the following elements:

1. Whether the bidder is a contractor with experience in the type of work involved.
2. Whether the bidder has adequate plant, equipment and personnel to perform the work properly and expeditiously.
3. Whether the bidder has a suitable financial status and reputation for meeting obligations incidental to work of the kind specified.

P. EXECUTION OF THE CONTRACT: The successful bidder will be required to enter into a contract with the Owner within ten (10) calendar days of notice by the Owner that his bid has been accepted. Failure to enter into contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.

Q. CONSTRUCTION SCHEDULE: It is the Owner's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project. The Contractor shall begin construction within ten (10) calendar days of the issuance of the Notice to Proceed. The Contractor shall complete construction within One Hundred Fifty (150) calendar days from the specified date of beginning.

R. LIQUIDATED DAMAGES: The time of completion is the essence of this contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the Owner, as equitably increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule shall be deducted from the monies due the Contractor:

\$500.00 per Calendar Day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amounts are fixed and agreed upon by and between the Owner and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall immediately pay any additional amounts due. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified, the Contractor may make a written request for an extension of time in accordance with the General Provisions.

S. FORM OF CONTRACT: The contract for the construction of the project will be drawn up by the Owner. A sample form of agreement is included in the Contract Agreement Section.

T. BONDS: A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond will be required by the Owner. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections.

- U. **BID SECURITY:** Bids shall be accompanied by a cashier's check or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Lucas, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute Performance Bond within ten (10) calendar days after notice or award of contract to him. Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids upon demand of the bidder, and the remaining checks or bid bonds will be returned after the Owner has made an award of contract, or if no award has been made within sixty (60) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of this bid.
- V. **RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
- W. **CONSTRUCTION STAKING:** Construction staking will not be provided by the Owner.
- X. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in Item 1.51.4 of the North Central Texas Standard Specifications for Public Works Construction (1983 Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the Owner with the following items:
1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
  2. A Consent of Surety Company to Final Payment.
  3. A complete set of as-built plans which indicate all construction variations from the original construction documents in accordance with item 5 of the Special Provisions.
  4. A two (2) year Maintenance Bond in accordance with Section MB.
- Y. **WORKERS COMPENSATION:** The Contractor shall meet all the conditions regarding Workers' Compensation Insurance Coverage as set forth in the Special Provisions.

END OF SECTION

**SECTION PF**  
**PROPOSAL FORM AND BID SCHEDULE**

BID FORM

\_\_\_\_\_, 20\_\_\_\_

TO: The Honorable Mayor and City Council  
City of Lucas, Texas

RE: City of Lucas  
West Lucas Road Widening and Overlay Project

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by : \_\_\_\_\_

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1. \_\_\_\_\_

Addendum No. 2. \_\_\_\_\_

Addendum No. 3. \_\_\_\_\_

- NOTES:
1. All items, labor, materials (including fittings and appurtenances required for a complete pipeline installation), additional mobilizations, incidentals and work required for construction of the project, as shown on the drawings and as specified in the specifications, are to be provided and installed by the Contractor as part of the project and the cost of such shall be included in the price bid for the construction of the project.
  2. Prices must be shown in words and figures for each item listed in this proposal. In the event of a discrepancy, the words shall control.
  3. Materials, which are “tax exempt,” are those items which are physically incorporated into the facilities constructed for the OWNER, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as pipe, embedment, valves, fire hydrants, asphalt, etc.
  4. Services, which are “not tax exempt,” are those items which are used by the Contractor but are not physically incorporated into the OWNER’s facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.
  5. Contractor shall provide OWNER with a breakdown of materials and services upon request by OWNER.
  6. Measurement for payment for trench safety system shall be along centerline of pipe on linear foot basis. Payment will be made for only those portions of the pipeline requiring the trench safety system.
  7. Contractor shall be responsible for preparing and providing a Storm Water Pollution Prevention Plan (SWPPP) for the project.

**CITY OF LUCAS  
WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**BASE BID**

<b>Item No.</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Description &amp; Unit Price in Words</b>	<b>Unit Price in Figures</b>	<b>Extended Amount</b>
1	1	L.S.	Mobilization, Bonds, Insurance and all Permitting (entire project), complete, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
2	1	L.S.	Temporary erosion control (including operational control of SW3P if required), complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
3	1	L.S.	All Traffic Control Measures, including, but not limited to, construction sequencing, barricading, traffic control design, panels, signs, temporary pavement markings, temporary mailboxes, etc., complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
4	1,500	C.Y.	Unclassified Excavation, including hauling and recompaction in other locations on site or disposal of surplus material, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
5	5,320	S.Y.	Remove and Dispose Existing Asphalt Pavement, including hauling and disposal, complete per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
6	4	Ea.	Remove Existing Road Signs, return sign to City of Lucas Traffic Dept., complete per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
7	40	L.F.	Remove and Dispose of Existing 24" CMP, complete per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
8	3,250	S.F.	Asphalt Milling, including Hauling and Disposal, complete per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____

**CITY OF LUCAS**  
**WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**BASE BID**

<b>Item No.</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Description &amp; Unit Price in Words</b>	<b>Unit Price in Figures</b>	<b>Extended Amount</b>
9	19,815	S.Y.	Furnish and Place 1-1/2" Type 'D' HMAC Surface Course, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
10	6,605	S.Y.	Furnish and Place 3" Type 'D' HMAC Course, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
11	6,605	S.Y.	Furnish and Place 4" Type 'B' HMAC Binder Course, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
12	7,455	S.Y.	8" Thick Lime Stabilized Subgrade including mixing and compaction, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
13	179	Ton	Furnish and Place Hydrated Lime(@48 lbs./S.Y.), complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
14	1,655	Gal.	Furnish and Place Tack Coat (@ 0.05 Gal/S.Y.), complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
15	1,985	Gal.	Furnish and Place Prime Coat (@ 0.30 Gal/S.Y.), complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
16	925	S.Y.	Full Depth Asphalt Pavement Repair, including all items in accordance with standard detail, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____

**CITY OF LUCAS  
WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**BASE BID**

<b>Item No.</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Description &amp; Unit Price in Words</b>	<b>Unit Price in Figures</b>	<b>Extended Amount</b>
17	2,725	L.F.	Furnish and Install 4" Double Yellow Thermoplastic Solid Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
18	3,325	L.F.	Furnish and Install 4" Double Yellow Thermoplastic Broken/Solid Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
19	335	L.F.	Furnish and Install 12" Yellow Thermoplastic Solid Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
20	2,050	L.F.	Furnish and Install 6" White Thermoplastic Solid Lane Line Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
21	560	L.F.	Furnish and Install 6" White Thermoplastic Dashed Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
22	6,915	L.F.	Furnish and Install 4" White Thermoplastic Solid Edge Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
23	21	Ea.	Furnish and Install White Thermoplastic Pavement Directional Markings, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
24	47	L.F.	Furnish and Install 24" RCP, Class IV, including embedment, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____



**CITY OF LUCAS  
WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**BASE BID**

<b>Item No.</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Description &amp; Unit Price in Words</b>	<b>Unit Price in Figures</b>	<b>Extended Amount</b>
25	12	L.F.	Furnish and Install 18" RCP, Class IV, including embedment, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
26	1	Ea.	Construct TxDOT 24" PSET-SP Headwall, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
27	1	Ea.	Construct TxDOT 18" PSET-SP Headwall, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
28	1	Ea.	Construct TxDOT CH-PW-S Headwall, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
29	5,650	S.Y.	Furnish and Place Block Sodding, including watering and fertilizer until established, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
30	17,000	S.Y.	Furnish and Place Hydromulch, including watering and fertilizer until established, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
31	26	Ea.	Furnish and Install Road Sign Assembly , including posts and foundations, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____

**CITY OF LUCAS  
WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**BASE BID**

TOTAL AMOUNT BID, FOR BASE BID  
ITEMS 1 THROUGH 31, INCLUSIVE: \$ \_\_\_\_\_

TOTAL AMOUNT BID, FOR BASE BID  
ITEMS 1 THROUGH 31, INCLUSIVE (IN WORDS):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BREAKDOWN OF TOTAL AMOUNT BID IN MATERIAL AND LABOR:

TOTAL MATERIAL AMOUNT BID, ITEMS 1  
THROUGH 31, INCLUSIVE: \$ \_\_\_\_\_

TOTAL LABOR AMOUNT BID, ITEMS 1  
THROUGH 31, INCLUSIVE: \$ \_\_\_\_\_

**CITY OF LUCAS**  
**WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**ADD ALTERNATE BID**

<b>Item No.</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Description &amp; Unit Price in Words</b>	<b>Unit Price in Figures</b>	<b>Extended Amount</b>
A1	1	L.S.	Add Alternate Temporary erosion control (including operational control of SW3P if required), complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A2	1	L.S.	Add Alternate Traffic Control Measures, including, but not limited to, construction sequencing, barricading, traffic control design, panels, signs, temporary pavement markings, temporary mailboxes, etc., complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A3	840	C.Y.	Unclassified Excavation, including hauling and recompaction in other locations on site or disposal of surplus material, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A4	3,445	S.Y.	Remove and Dispose Existing Asphalt Pavement, including hauling and disposal, complete per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A5	10,930	S.Y.	Furnish and Place 1-1/2" Type 'D' HMAC Surface Course, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A6	3,765	S.Y.	Furnish and Place 3" Type 'D' HMAC Course, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A7	3,765	S.Y.	Furnish and Place 4" Type 'B' HMAC Binder Course, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____

**CITY OF LUCAS  
WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**ADD ALTERNATE BID**

<b>Item No.</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Description &amp; Unit Price in Words</b>	<b>Unit Price in Figures</b>	<b>Extended Amount</b>
A8	4,275	S.Y.	8" Thick Lime Stabilized Subgrade including mixing and compaction, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A9	103	Ton	Furnish and Place Hydrated Lime(@48 lbs./S.Y.), complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A10	925	Gal.	Furnish and Place Tack Coat (@ 0.05 Gal/S.Y.), complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A11	1,135	Gal.	Furnish and Place Prime Coat (@ 0.30 Gal/S.Y.), complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A12	-25	L.F.	Furnish and Install 4" Double Yellow Thermoplastic Solid Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A13	4,785	L.F.	Furnish and Install 4" Double Yellow Thermoplastic Broken/Solid Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A14	-20	L.F.	Furnish and Install 12" Yellow Thermoplastic Solid Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A15	4,765	L.F.	Furnish and Install 4" White Thermoplastic Solid Edge Stripe, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____

**CITY OF LUCAS  
WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**ADD ALTERNATE BID**

<b>Item No.</b>	<b>Est. Quantity</b>	<b>Unit</b>	<b>Description &amp; Unit Price in Words</b>	<b>Unit Price in Figures</b>	<b>Extended Amount</b>
A16	3,500	S.Y.	Furnish and Place Block Sodding, including watering and fertilizer until established, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A17	9,500	S.Y.	Furnish and Place Hydromulch, including watering and fertilizer until established, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____
A18	2	Ea.	Furnish and Install Road Sign Assembly , including posts and foundations, complete in place, per unit  _____ Dollars & _____ Cents	\$ _____	\$ _____

**CITY OF LUCAS  
WEST LUCAS ROAD WIDENING AND OVERLAY PROJECT**

**ADD ALTERNATE BID**

TOTAL AMOUNT BID, FOR BID ADD ALTERNATE  
ITEMS A1 THROUGH A18, INCLUSIVE:

\$ \_\_\_\_\_

TOTAL AMOUNT BID, FOR BID ADD ALTERNATE  
ITEMS A1 THROUGH A18, INCLUSIVE (IN WORDS):

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BREAKDOWN OF TOTAL AMOUNT BID IN MATERIAL AND LABOR:

TOTAL MATERIAL AMOUNT BID, ITEMS A1  
THROUGH A18, INCLUSIVE:

\$ \_\_\_\_\_

TOTAL LABOR AMOUNT BID, ITEMS A1  
THROUGH A18, INCLUSIVE:

\$ \_\_\_\_\_

BIDDER is:

An Individual

By \_\_\_\_\_ (Seal)

(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (Seal)

(Firm Name)

\_\_\_\_\_

(General Partner)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

A Corporation

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION



**SECTION CA**  
**CONTRACT AGREEMENT**

SECTION CA

AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of Lucas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR, hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

City of Lucas, Texas  
West Lucas Road Widening and Overlay Project

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of this AGREEMENT; and at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, and to complete the work within one hundred fifty (150) calendar days, beginning with the date specified in the Notice to Proceed, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR \$\_\_\_\_\_ in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS HEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF LUCAS  
(OWNER)

ATTEST:

By: \_\_\_\_\_  
Joni Clarke, CPM  
City Manager

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
(CONTRACTOR)

ATTEST:

By: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

The following to be executed if the CONTRACTOR is a corporation:

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ of said corporation; that said Contract was  
(official title)

duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

Corporate Seal

END OF SECTION

**SECTION PrB**  
**PERFORMANCE BOND**

SECTION PrB

PERFORMANCE BOND

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas, hereinafter called Principal, and \_\_\_\_\_, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called surety (whether one or more), are held and firmly bound unto the City of Lucas, a municipal corporation, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we do hereby bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Lucas, dated the day of \_\_\_\_\_, 20\_\_\_\_, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit:

City of Lucas, Texas  
West Lucas Road Widening and Overlay Project

in the City of Lucas, Texas and as more particularly described and designated in said contract which 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 therein referred to, and as well during any period of extension of said contract that may be granted on the part of the City of Lucas, Texas, as during the original terms of same, then this obligation shall be and become null and void, otherwise, to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

AND, that said Surety, for value received, hereby 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, drawings, etc. accompanying same shall in any way 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.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993.

IN WITNESS WHEREOF, the Principal and Surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto at the City of Lucas, County of Collin, State of Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\* \* \* \* \* DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT \* \* \* \* \*

ATTEST:

\_\_\_\_\_  
Secretary

PRINCIPAL

\_\_\_\_\_  
By

\_\_\_\_\_  
SURETY

\_\_\_\_\_

**SECTION PyB**  
**PAYMENT BOND**

SECTION PyB

PAYMENT BOND

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas, hereinafter called Principal, and \_\_\_\_\_, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called surety (whether one or more), are held and firmly bound unto the City of Lucas, a municipal corporation, workmen, laborers, mechanics, furnishers of materials, and claimants supplying labor and materials as defined in Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993, as their interest may appear, all of whom shall have the right to sue upon this bond, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof we do hereby bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Lucas, dated the day of \_\_\_\_\_, 20\_\_\_\_, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit:

City of Lucas, Texas  
West Lucas Road Widening and Overlay Project

in the City of Lucas, Texas and as more particularly described and designated in said contract which 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 (as defined in Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993) supplying labor and material to him or sub-contractor in the prosecution of the work provided for in said contract, all monies to them owing by Principal for sub-contracts, work, labor, and materials done and furnished for the construction of such improvements for the City of Lucas, then this obligation shall be and become null and void, otherwise, to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

AND, that said Surety, for value received, hereby 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, drawings, etc. accompanying same shall in any way 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.



This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993.

IN WITNESS WHEREOF, the Principal and Surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto at the City of Lucas, County of Collin, State of Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\*\*\*\*\* DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT \*\*\*\*\*

ATTEST:

PRINCIPAL

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By

\_\_\_\_\_  
SURETY

**SECTION MB**  
**MAINTENANCE BOND**

SECTION MB

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF COLLIN

That \_\_\_\_\_ as principal and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and \_\_\_\_\_ as sureties, and sureties being authorized to do business in the State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Lucas, a municipal corporation, chartered by virtue of a Special Act of Legislature of the State of Texas, as Lucas, Collin County, Texas, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum will and truly be made unto said City of Lucas and its successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said has this day entered into a written contract with the said City of Lucas to build and construct the

City of Lucas, Texas  
West Lucas Road Widening and Overlay Project

which contract and the Plans and Specifications therein mentioned adopted by the City of Lucas, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do and perform all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract;

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Lucas shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation

herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ and the said \_\_\_\_\_ has hereunto set his hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY

PRINCIPAL

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney in Fact

ATTEST

By: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
Agency and Address

Note: Date of Maintenance Bond must not be prior to the date of Contract.

END OF SECTION

**SECTION BP**

**CONTRACTOR'S AFFIDAVIT OF BILLS PAID**

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DENTON

Personally, before me the undersigned authority, on this day appeared \_\_\_\_\_, who, being duly sworn on oath, says that he is a legal representative of \_\_\_\_\_, (full name of Contractor as in contract) and that the contract for the construction of the project, designated as

City of Lucas  
West Lucas Road Widening and Overlay Project

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor used in connection with the construction of this project have, to the best of my knowledge and belief, been fully paid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Texas

Instructions:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of the partnership. If the Contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

END OF SECTION

**SECTION GP**  
**GENERAL PROVISIONS**

SECTION GP

GENERAL PROVISIONS

1. The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (most current edition) (**SEPARATE DOCUMENT NOT INCLUDED**) under Part I, "General Provisions", Items 1.0 through 1.63 inclusive, as amended or supplemented and except as modified by the Special Provisions.

END OF SECTION



**SECTION SP**  
**SPECIAL PROVISIONS**

## SECTION SP

### SPECIAL PROVISIONS

1. OWNER

The City of Lucas, herein referred to as Owner, party of the First Part of these Contract Documents.

2. ENGINEER

BW2 Engineers, Inc., Engineer of the Owner, or other representative as may be authorized by said Owner to act in any particular position.

3. FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract, Bonds, Plans and Specifications may be obtained by the Contractor from the office of BW2 Engineers, Inc., 1919 S. Shiloh Road, Suite 500, L.B. 27, Garland, Texas, 75042, (972) 864-8200, after award of the contract.

4. COPIES OF PLANS FURNISHED

Three (3) sets of Plans shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

5. PRODUCT RECORDS DOCUMENTS

Maintenance of Documents. The Contractor shall maintain at the job site one record copy of the Contract Drawings (Plans), Specifications, Shop Drawings, Change Orders, other modifications to the Contract, field test reports and other documents submitted by Contractor in compliance with specification requirements. These documents shall be maintained at the job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the Owner.

Recording. Each document shall be labeled Project Record Copy in 2-inch high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

Contract Drawings. The appropriate drawing shall be legibly marked to record, where applicable:

Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

Field changes of dimension and detail made during the construction process.

Changes made by Change Order or Supplemental Agreements.

Details not on original Contract Drawings.

Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

Other matters not originally specified.

Shop Drawings. The Contractor shall maintain the Shop Drawings, if required, as record drawings and legibly annotate shop drawings to record changes made after the review. A red felt-tip marking pen shall be used for all recordings.

Submittal. At the completion of the project, the Contractor shall deliver record drawings to the Owner. The transmittal letter shall be accompanied, in duplicate, with:

Date, project title and number.

Contractor's name and address.

Title and number of each record document.

Certification that each document as submitted is complete and accurate.

Signature of Contractor or his authorized representative.

6. HORIZONTAL AND VERTICAL CONTROL

Horizontal and vertical survey control for this project has been established by the Engineer. The Contractor is required to provide construction staking for this project.

7. PERMITS, LICENSES, AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. If the Contractor observes that the Drawings and Specifications are at a variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be made as provided in the contract for changes in Work. The Contractor shall comply with all federal, state and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder, and shall hold the Owner harmless therefrom.

8. REFERENCE SPECIFICATIONS

Where reference is made to specifications compiled by others, such are hereby made a part of these Specifications.

9. REVIEW OF WORK

The Owner shall have the right to review the Work while such Work is in progress to ascertain that the work is being accomplished in compliance with the standards and requirements set forth in the contract Documents. Notwithstanding such review, the Contractor will be held responsible for the finished Work, and any acceptance of the Work by the Owner will not relieve the Contractor from responsibility for the Work. The Owner reserves the right to place full-time construction observers at the site of the Work.

The Owner and his representatives shall at all times have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for review.

If the Specifications, the Owner's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the Owner timely notice of its readiness for testing, and if the testing is by an authority other than the Owner, of the date fixed for such testing. Tests by the Owner shall be made promptly, and where practical, at the source of supply.

Re-examination of any Work may be ordered by the Owner, and, if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of the re-examination and replacement. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10. SCOPE OF WORK

This project generally consists of approximately 19,000 S.Y. of asphalt overlay, 6,600 S.Y. of asphalt pavement, 7,400 S.Y. of lime stabilized subgrade, asphalt milling, full-depth asphalt repairs, storm drainage, pavement striping and marking, sodding, and other miscellaneous appurtenances required for the complete construction of the roadway improvements.

11. PROPERTY LINES AND MONUMENTS

All property corners, control monuments, construction and survey stakes and marks shall be carefully preserved by the Contractor, and in case of careless destruction or removal by Contractor or his employees, such stakes or marks shall be replaced at the Contractor's expense as required by the Owner.

12. DISCREPANCIES

If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may be not in compliance with any building code or other requirement of any governmental body, Contractor shall immediately inform the Owner in writing, and the Owner shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

13. TIME ALLOTTED FOR COMPLETION

All items of Work included under this contract shall be completed within the time stipulated in the Proposal. The time shall commence on the date stated in the Notice to Proceed. The Notice to Proceed shall consist of a written request by the Owner, or the Engineer on the Owner's behalf, for the Contractor to proceed with construction of the Project.

14. EXISTING STRUCTURES

The Plans show the location of all known surface and subsurface structures. However, the Owner and the Engineer assume 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 or 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 special work, provisions for which are not made in the Plans or Proposal, in which case the provisions in these Specifications for extra work shall apply.

15. 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 operation. Where existing utility or service lines are cut, broken or damaged, the Contractor shall replace the utility or service lines with the same type of original construction, or better, at his own cost and expense. All replacement, backfill and compaction shall be accomplished in strict accordance with the requirements of the owner of the utility or service line.

16. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the Owner. 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.

17. LIGHTS AND POWER

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

18. PERMITS AND RIGHTS-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 on easements 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 the Work.

19. PRECONSTRUCTION CONFERENCE

The successful Contractor and Owner shall meet at the call of the Owner on this Project. Prior to the meeting, the Contractor shall prepare schedules showing the proposed sequencing of their work and its effect on others. These schedules shall be delivered to the Owner in advance of the meeting for their review. The general nature of the work, materials used, and methods of construction, as well as the schedules, will be discussed at the meeting. A composite schedule will be discussed and finalized during this conference to allow an orderly sequence of project construction.

20. ADDENDA

Bidders desiring further information, or interpretation, of the Contract Documents, Plans or Specifications, must make written request for such information to the Engineer (prior to seven (7) days before the Bid opening). Answers to all such requests will be given in writing to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find

discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

21. WATER FOR CONSTRUCTION

The Contractor shall make the necessary arrangements with the City of Lucas for securing and transporting all water required in the construction. Water required for construction shall be paid for by the Contractor at the City of Lucas prevailing rates. Cost of water shall be considered incidental to other items of work.

22. EXCAVATION

The Contractor shall exercise precautions to insure that drainage from adjacent properties is not blocked by his excavations.

23. CONTRACTOR'S BID

The Contractor's Bid shall be on a Unit Price basis for construction of the Project as shown and described in the Contract Documents.

24. OWNER'S STATUS

The Owner shall perform technical review of the Work. He shall also have authority to reject all Work and materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

25. OWNERS' DECISIONS

The Owner shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents.

26. LANDS FOR WORK

The Owner shall provide as indicated on the Plans for this Project, the lands upon which the Work under this Contract is to be done, right-of-way for access to same, and such other lands which are designated on the Plans or in the Specifications for the use of the Contractor. Such lands and rights-of-way shall be adequate for the performance of the Contract. Should the Contractor be delayed as a result of lack of access, this shall be cause for an extension of time but not for additional cost.

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities.

27. CLEAN UP

The Contractor shall remove at his own expense all temporary structures, rubbish and waste materials resulting from his operations. These requirements shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the owner thereof.

28. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The time of completion is of the essence on this contract. For each calendar day that any Work shall remain uncompleted after the time specified in paragraph 38, liquidated damages may, at the discretion of the Owner, be deducted from the monies due the Contractor in the amount of \$500.00 per day.

29. USE OF EXPLOSIVES

Use of explosives will not be allowed.

30. PROJECT MAINTENANCE

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

31. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All asphalt, concrete, rock or excavated material, or other debris removed from the site as a preliminary to the construction shall be removed from the property. Any required disposal permits shall be the sole responsibility of the Contractor.

32. REMOVALS, ADJUSTMENTS AND REPLACEMENTS

Existing pavements, driveways, curbs, gutters, sidewalks, etc., to be removed to facilitate the construction of the improvements shall be broken up and disposed of. Care shall be exercised to leave a neat, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. The Engineer will designate the limits to be removed. Where pavements, driveways, curbs, gutters, sidewalks, etc., shall be replaced, then said replacements shall be to the standard of the previously removed portion or better.

Existing structures such as manholes, inlets, cleanouts, valve boxes, etc. which are not the property of a private firm or company, or an individual required to move their own property, shall be adjusted, altered or reset to the required elevation and alignment. New materials and workmanship necessary shall conform to the requirements of these Specifications covering the particular Work. Salvaged materials in good condition may be used in rebuilding such structures, provided the materials are thoroughly cleaned before their use, and with the approval of the Owner.

All private obstructions which are indicated on the Plans to be moved, will be removed and replaced, or moved to new permanent locations by the Contractor, without additional payment to the Contractor. Any such additional item which the Contractor moves or causes to be moved for his own convenience shall be at his own expense.

33. CITY OF LUCAS APPROVAL

This project is subject to the final approval and acceptance by the City of Lucas.

34. TRAFFIC CONTROL

The Contractor shall be responsible for providing traffic control during the construction of this Project consistent with the provisions set forth in the “1980 Texas Manual on Uniform Traffic Control Devices for Streets and Highways” and any subsequent amendments, issued under the authority of the “State of Texas Uniform Act Regulating Traffic on Highways”, codified as Article 6701d Vernon’s Civil Statutes, pertinent sections being Section Nos. 27, 29, 30, and 31. The Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the Contractor shall contact the City of Lucas to remove the sign. In the case of regulatory signs, the Contractor must replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual, and such a temporary sign must be installed prior to the removal of the existing sign. The Contractor shall submit a Traffic Control Plan for the construction at least five (5) days prior to commencing work for review and approval by the City of Lucas.

35. CERTIFICATION

The Contractor shall submit a manufacturer’s certification that the material was manufactured and tested in accordance with the referenced Specifications and a report of test results. The certification shall be submitted prior to material shipment.

36. FINAL ACCEPTANCE OF WORK

Final acceptance of the Work is subject to final testing and approval of the Work by the City of Lucas.

37. WORK AREA

Contractor shall restrict his construction activity to the project site.

38. CONTRACT TIME

It is the Owner’s desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. In no instance shall the number of calendar days for the completion of the Work measured from the date of beginning exceed one hundred fifty (150) calendar days.

39. CONTRACTOR’S AFFIDAVIT OF BILLS PAID

The Contractor shall be required to execute the form provided in Section BP prior to the acceptance of the project.

40. PAY ITEMS

Bid items provided are intended to be all-inclusive of the work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work.



41. SAMPLES AND TEST OF MATERIALS

Modify the General Provisions, Section 1.42.3, Samples and Tests of Materials.

“The Contractor shall designate and pay a recognized testing laboratory to perform all testing for this project. Such designation shall be subject to the approval of the Owner. All testing services that the Contractor is required to provide will not be paid for separately, but shall be considered subsidiary to other items of work.”

“All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (most current edition) as amended or supplemented.”

42. CONSTRUCTION STAKING

Construction staking will not be provided by the Owner.

43. COMPLIANCE WITH GENERAL RULES AND LAWS

Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and comply with all federal, state and local laws, ordinances, rules and regulations. Contractor shall determine how compliance with requirements, laws, rules, and regulations will affect his cost, progress or performance of the Work.

44. RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy or dispute of claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort, or statute, before filing a lawsuit, the parties agree to submit the matter to alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutral parties on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.

45. COMPLIANCE WITH IMMIGRATION LAWS

Contractor shall take all steps necessary to ensure that all of the Contractor’s employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.

46. WORKERS COMPENSATION:

Workers' Compensation Insurance Coverage For All Building Or Construction Contracts

(A) **Definitions**

**Certificate of Coverage** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-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 Section 406.096 of the Texas Labor Code)- includes all person or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless or whether that person contracted directly with the Contractor and regardless or 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 agreement, which meets the statutory requirements of Texas Labor Code, §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 Owner 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 Owner, showing that the coverage has been extended.
- (E) The Contractor shall obtain from each person providing services on the project, and provide to the Owner:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner 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 on file for the duration of the project and for one year thereafter;
- (G) The Contractor shall notify the Owner 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 TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide 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 §401.011(44) for all 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 the coverage period, 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 Owner 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 other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate or 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 Owner 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 any payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the TWCC'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 Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

The following is the form of notice of worker's compensation coverage prescribed by the TWCC. Pursuant to Section 110.110(d)(7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population.

#### REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at (512)440-3789 to receive further information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

This required notice should not be attached to the contract. Instead, upon request, the contractor should be provided with a copy of Section 110.110 and Figure 2 thereto.

Please note that Section 110.110 of Chapter 28 of the Texas Administration Code requires that the governmental entity retain the certificates of coverage provided by the Contractor for the duration of the project and for three years thereafter.

END OF SECTION

**SECTION T**  
**TECHNICAL SPECIFICATIONS**

## SECTION T

### TECHNICAL SPECIFICATIONS

#### I. GENERAL

All materials and construction methods for this project shall be in conformance with the Construction Plans, Project Manual, City of Lucas Standards and Specifications, the North Central Texas Council of Governments (NCTCOG) "Standard Specifications for Public Works Construction" (most current edition), as amended or supplemented (**SEPARATE DOCUMENT NOT INCLUDED**), and the Texas Department of Transportation "Standard Specifications for Construction of Highways, Streets and Bridges" (current version ) (**SEPARATE DOCUMENT NOT INCLUDED**) are applicable where specifically referenced in the Plans or Specifications.

Where a conflict exists, these documents will govern in the following order: the Construction Plans, the Project Manual, the City of Lucas Standards and Specifications, TxDOT's "Standard Specifications for Construction of Highways, Streets and Bridges", and the North Central Texas Council of Governments "Standard Specifications for Public Works Construction." Directions to the City of Lucas Standards and Specifications are included in the Appendix.

## **APPENDIX**

**FORM 1295**  
**INSTRUCTIONS**



## Form 1295 and Instructions

Instructions for this document:

Because of changes in state law effective January 1, 2016, the contractor will need to go to the Texas Ethics Commission website (<https://www.ethics.state.tx.us/>) and fill out the electronic form regarding the certificate of interested parties. The contract ID number is CIP2015-023. The contractor will need to print out the form that will be generated through the Ethics Commission website, have it signed by an authorized company representative, have it notarized, and submit it to the City when the signed contract documents are submitted to the City. The City cannot sign the contract until the signed form is provided.

Chapter 46. Disclosure of Interested Parties  
(effective December 24, 2015)  
Text of Adopted Rule

### Chapter 46. DISCLOSURE OF INTERESTED PARTIES

#### §46.1. Application

- (a) This chapter applies to section 2252.908 of the Government Code.
- (b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:
- (1) The contract requires an action or vote by the governing body of the entity or agency; or
  - (2) The value of the contract is at least \$1 million.
- (c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:
- (1) The governing body has legal authority to delegate to its staff the authority to execute the contract;
  - (2) The governing body has delegated to its staff the authority to execute the contract; and
  - (3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

#### §46.3. Definitions

- (a) "Contract" includes an amended, extended, or renewed contract.
- (b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.
- (c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

#### §46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity’s place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission’s electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission’s Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

**SAMPLE OF TEXAS SALES TAX EXEMPTION CERTIFICATE**

# TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:


\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Purchaser claims this exemption for the following reason:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

Purchaser 	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

## **ADDENDA**