



ADDENDUM NO. 1

FOR

BID #015-19

STINSON ROAD PAVING AND DRAINAGE IMPROVEMENTS

BID #016-19

BLONDY JHUNE ROAD RECONSTRUCTION (Base and Add Alternative 1)

BID # 017-19

WINNINGKOFF ROAD PHASE 2 PAVING AND DRAINAGE PROJECT

To: ALL BIDDERS

This is instruction to make the following changes to Bid Package you now have for the subject project: Replace pages 7, 21, 22, 32, 38, 58, 59, 69, 70, 75, and 133-137. Add revised sheets to construction plans.

Attached for your use are revisions to the Bid Package previously distributed. The following is a summary of the revisions broken down by project:

Section I. Notice to Bidders, Page 7

- Made a clarification to Contractor's Construction Schedule requirements, Section 1.18

BID #015-19 STINSON ROAD PAVING AND DRAINAGE IMPROVEMENTS

Section III. Bid Schedule of Values and Bid Endorsements, Page 21

- **Removed Bid Item** 666 6167 (74.1 LF)
- **Added Bid Item** 666 6002 (74.1 LF)

- **Removed Bid Item** 666 6170 (9429.0 LF)
- **Added Bid Item** 666 6011 (9429.0 LF)

- **Removed Bid Item** 666 6174 (147.0 LF)
- **Added Bid Item** 666 6020 (147.0 LF)

- **Removed Bid Item** 666 6184 (3.0 EA)
- **Added Bid Item** 666 6053 (3.0 EA)

- **Removed Bid Item** 666 6199 (12.0 EA)
- **Added Bid Item** 666 6101 (12.0 EA)

Section III. Bid Schedule of Values and Bid Endorsements, Page 22

- **Removed Bid Item** **666 6205 (2333.0 LF)**
- **Added Bid Item** **666 6119 (2333.0 LF)**

- **Removed Bid Item** **666 6207 (4259.7 LF)**
- **Added Bid Item** **666 6125 (4259.7 LF)**

Construction Plans

- **Revision 1: Updated Bid Item Numbers on Estimates and Summary of Quantities, Sheet 11.**

BID #016-19 BLONDY JHUNE ROAD RECONSTRUCTION (Base and Add Alternative 1)

Section III. Bid Schedule of Values and Bid Endorsements, Page 32

- **Removed Bid Item** **666 6170 (10461 LF)**
- **Added Bid Item** **666 6011 (10461 LF)**

- **Removed Bid Item** **666 6207 (10520 LF)**
- **Added Bid Item** **666 6125 (10520 LF)**

- **Added Bid Item** **666 6224 (20981 LF)**

Section III. Bid Schedule of Values and Bid Endorsements, Page 38

- **Removed Bid Item** **666 6170 (2235 LF)**
- **Added Bid Item** **666 6011 (2235 LF)**

- **Removed Bid Item** **666 6207 (2398 LF)**
- **Added Bid Item** **666 6125 (2398 LF)**

- **Added Bid Item** **666 6224 (4633 LF)**

Construction Plans

- **Revision 1: Updated Bid Item Numbers and Added Bid Item on Estimates and Summary of Quantities, Sheet 8.**

BID #017-19 WINNINGKOFF ROAD PHASE 2 PAVING AND DRAINAGE PROJECT

Section VI. Special Conditions, Page 133

- **Removed Item 103.2**

Section VI. Special Conditions, Page 134

- **Removed Item 105.4**

Section VI. Special Conditions, Page 135

- **Removed Item 105.4**

Section VI. Special Conditions, Page 136

- **Modified Special Condition SC.02**
- **Modified Special Condition SC.05**

Section VI. Special Conditions, Page 137

- Removed Special Condition SC.07
- Removed Special Condition SC.08
- Removed Special Condition SC.09
- Removed Special Condition SC.10
- Removed Special Condition SC.11

ALTERNATIVE BID

Section III. Bid Schedule of Values and Bid Endorsements, Page 58

- Removed Bid Item 666 6167 (74.1 LF)
- Added Bid Item 666 6002 (74.1 LF)

Section III. Bid Schedule of Values and Bid Endorsements, Page 59

- Removed Bid Item 666 6170 (9429.0 LF)
- Added Bid Item 666 6011 (9429.0 LF)

- Removed Bid Item 666 6174 (147.0 LF)
- Added Bid Item 666 6020 (147.0 LF)

- Removed Bid Item 666 6184 (3.0 EA)
- Added Bid Item 666 6053 (3.0 EA)

- Removed Bid Item 666 6199 (12.0 EA)
- Added Bid Item 666 6101 (12.0 EA)

- Removed Bid Item 666 6205 (2333.0 LF)
- Added Bid Item 666 6119 (2333.0 LF)

- Removed Bid Item 666 6207 (4259.7 LF)
- Added Bid Item 666 6125 (4259.7 LF)

Section III. Bid Schedule of Values and Bid Endorsements, Page 69

- Removed Bid Item 666 6170 (10461 LF)
- Added Bid Item 666 6011 (10461 LF)

Section III. Bid Schedule of Values and Bid Endorsements, Page 70

- Removed Bid Item 666 6207 (10520 LF)
- Added Bid Item 666 6125 (10520 LF)

- Added Bid Item 666 6224 (20981 LF)

Section III. Bid Schedule of Values and Bid Endorsements, Page 75

- Removed Bid Item 666 6170 (2235 LF)
- Added Bid Item 666 6011 (2235 LF)

- Removed Bid Item 666 6207 (2398 LF)
- Added Bid Item 666 6125 (2398 LF)

- Added Bid Item 666 6224 (4633 LF)

Contractor's schedule must clearly demonstrate that all of the work will be completed within the number of days they identify on the Bid Endorsement Form. The Winningkoff project (#017-19) and Blondy Jhune project (#016-19) shall not be constructed concurrently. The Winningkoff project (#017-19) may not begin until the Blondy Jhune project (#016-19) has achieved final acceptance.

1.19 CONTRACTOR'S MATERIAL TESTING AND QUALITY CONTROL REQUIREMENTS

Contractor shall employ a certified testing laboratory to perform all required testing in accordance with TxDOT procedures. All test results shall be submitted to the engineer. Test locations shall be marked in the plans and submitted with the results.

All inspection and testing laboratories must be approved by the city prior to performing any work. Submit inspection and testing certifications a minimum of two weeks prior to beginning related work.

1.20 BID TABULATIONS

Bid tabulations can be accessed in the City of Lucas Website: <https://www.lucastexas.us/bid-postings>.

1.21 CONTRACT ADMINISTRATION

The Lucas City Engineering together with the Finance Director shall be responsible for administration of the contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget. The City, at its sole discretion, may choose to acquire the services of a consulting engineering firm to provide construction engineering and inspection services. If the City does engage such, the Firm will be acting on the City's behalf throughout the life of these projects.

1.22 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that his bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Lucas.

Bidder shall sign and return a copy of the Standard Form of Agreement.

Bidders must submit a Cashier's or Certified Check, issued by a bank satisfactory to the City of Lucas, or a Bid Bond issued by a bonding company satisfactory to the City of Lucas, payable without recourse to the order of the City of Lucas in an amount not less than five percent (5%) of the largest possible bid submitted as a guaranty that Bidder will enter into a contract and execute Bond and Guaranty. Bids without required check or bid bond will be considered non-responsive.

Minimum standard for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

The City of Lucas may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

1.23 DEFINITIONS

Bidder refers to submitter.

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1004	6001	1.0	LS Tree Protection complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
644	6060	28.0	EA Install Small Road Sign Support & Assembly Type (Thin-walled Tubing- Post) (1) Wedge Anchor Steel (Prefabricated) complete in place, the sum of _____ Dollars and _____ Cents per Each		
644	6076	10.0	EA Remove Small Road Sign Support and Assembly complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6002	74.1	LF Reflective Pavement Markings Type I (White) 4 inch (Break)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6011	9429.0	LF Reflective Pavement Markings Type I (White) 4 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6020	147.0	LF Reflective Pavement Markings Type I (White) 6 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6053	3.0	EA Reflective Pavement Markings Type I (White)(Arrow)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Each		Addendum #1
666	6101	12.0	EA Reflective Pavement Markings Type I (White) 36 inch (Yield Triangle)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Each		Addendum #1

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
666	6119	2333.0	LF Reflective Pavement Markings Type I (Yellow) 4 inch (Break)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
					Addendum #1
666	6125	4259.7	LF Reflective Pavement Markings Type I (Yellow) 4 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
					Addendum #1
666	6224	16164.3	LF Pavement Sealer 4 inch complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6225	147.0	LF Pavement Sealer 6 inch complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6231	3.0	EA Pavement Sealer (Arrow) complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6243	12.0	EA Pavement Sealer (Yield Triangle) complete in place, the sum of _____ Dollars and _____ Cents per Each		
672	6009	3570.0	EA Raised Pavement Markers Type II-A-A complete in place, the sum of _____ Dollars and _____ Cents per Each		
672	6010	7.0	EA Raised Pavement Markers Type II-C-R complete in place, the sum of _____ Dollars and _____ Cents per Each		
678	6001	16164.3	LF Pavement Surface Preparation for Markings (4 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
550	6003	41	LF Chain Link Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
550	6026	41	LF Chain Link Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
560	6011	6	EA Mailbox Install-Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Each		
644	6060	34	EA Install Small Road Sign Support & Assembly Type (Thin-walled Tubing- Post) (1) Wedge Anchor Steel (Prefabricated) complete in place, the sum of _____ Dollars and _____ Cents per Each		
644	6076	18	EA Remove Small Road Sign Support and Assembly complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6011	10461	LF Reflective Pavement Markings Type I (White) 4 inch (Solid) (090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6125	10520	LF Reflective Pavement Markings Type I (Yellow) 4 inch (Solid) (090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6224	20981	LF Pavment Sealer 4 inch complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
672	6009	164	EA Raised Pavement Markers Type II-A-A complete in place, the sum of _____ Dollars and _____ Cents per Each		
672	6010	6	EA Raised Pavement Markers Type II-B-B complete in place, the sum of _____ Dollars and _____ Cents per Each		

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
550	6026	169	LF	Chain Link Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
560	6011	2	EA	Mailbox Install-Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6011	2235	LF	Reflective Pavement Markings Type I (White) 4 inch (Solid) (090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6125	2398	LF	Reflective Pavement Markings Type I (Yellow) 4 inch (Solid) (090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6224	4633	LF	Pavement Sealer 4 inch complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
672	6009	30	EA	Raised Pavement Markers Type II-A-A complete in place, the sum of _____ Dollars and _____ Cents per Each		
672	6010	3	EA	Raised Pavement Markers Type II-B-B complete in place, the sum of _____ Dollars and _____ Cents per Each		
678	6001	4633	LF	Pavement Surface Preparation for Markings (4-inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
678	6033	30	EA	Pavement Surface Preparation for Markings (Raised Pavement Markers) complete in place, the sum of _____ Dollars and _____ Cents per Each		
1004	6001	1	LS	Tree Protection complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
550	6003	70.8	LF Chain Link Fence (Remove)(6 feet) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
550	6006	1.0	EA Gate Remove complete in place, the sum of _____ Dollars and _____ Cents per Each		
552	6005	1.0	EA Gate (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Each		
560	6011	3.0	EA Mailbox Install-Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Each		
1001	6006	1.0	LS Landscaping Architectural Features Relocation/Replacement complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
1004	6001	1.0	LS Tree Protection complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
644	6060	28.0	EA Install Small Road Sign Support & Assembly Type (Thin-walled Tubing-Post) (1) Wedge Anchor Steel (Prefabricated) complete in place, the sum of _____ Dollars and _____ Cents per Each		
644	6076	10.0	EA Remove Small Road Sign Support and Assembly complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6002	74.1	LF Reflective Pavement Markings Type I (White) 4 inch (Break)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		

Addendum #1

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount	
666	6011	9497.6	LF	Reflective Pavement Markings Type I (White) 4 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6020	147.0	LF	Reflective Pavement Markings Type I (White) 6 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6053	3.0	EA	Reflective Pavement Markings Type I (White)(Arrow)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Each		Addendum #1
666	6101	12.0	EA	Reflective Pavement Markings Type I (White) 36 inch (Yield Triangle)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Each		Addendum #1
666	6119	2333.0	LF	Reflective Pavement Markings Type I (Yellow) 4 inch (Break)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6125	4259.7	LF	Reflective Pavement Markings Type I (Yellow) 4 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6224	16164.3	LF	Pavement Sealer 4 inch complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6225	147.0	LF	Pavement Sealer 6 inch complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6231	3.0	EA	Pavement Sealer (Arrow) complete in place, the sum of _____ Dollars and _____ Cents per Each		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
530	6004	1095	SY Driveways (Concrete) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
533	6002	2254	LF Rumble Strips (Centerline) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
533	6005	4791	LF Rumble Strips (Shoulder) Concrete complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
550	6003	41	LF Chain Link Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
550	6026	41	LF Chain Link Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
560	6011	6	EA Mailbox Install-Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Each		
644	6060	34	EA Install Small Road Sign Support & Assembly Type (Thin-walled Tubing-Post) (1) Wedge Anchor Steel (Prefabricated) complete in place, the sum of _____ Dollars and _____ Cents per Each		
644	6076	18	EA Remove Small Road Sign Support and Assembly complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6011	10461	LF Reflective Pavement Markings Type I (White) 4 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		

Addendum #1

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
666	6125	10520	LF	Reflective Pavement Markings Type I (Yellow) 4 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
						Addendum #1
666	6224	20981	LF	Pavement Sealer 4 inch complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
						Addendum #1
672	6009	164	EA	Raised Pavement Markers Type II-A-A complete in place, the sum of _____ Dollars and _____ Cents per Each		
672	6010	6	EA	Raised Pavement Markers Type II-B-B complete in place, the sum of _____ Dollars and _____ Cents per Each		
677	6001	1556	LF	Eliminate Existing Pavement Markings & Markers (4 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
678	6001	20981	LF	Pavement Surface Preparation for Markings (4-inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
678	6033	164	EA	Pavement Surface Preparation for Markings (Raised Pavement Markers) complete in place, the sum of _____ Dollars and _____ Cents per Each		
1004	6001	1	LS	Tree Protection complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
500	6001	1	LS	Mobilization complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
502	6001	1	LS	Barricades, Signs and Traffic Handling complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
533	6005	3648	LF Rumble Strips (Shoulder) Concrete complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
550	6003	169	LF Chain Link Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
550	6026	169	LF Chain Link Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
560	6011	2	EA Mailbox Install-Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6011	2235	LF Reflective Pavement Markings Type I (White) 4 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6125	2398	LF Reflective Pavement Markings Type I (Yellow) 4 inch (Solid)(090 MIL) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
666	6224	4633	LF Pavement Sealer 4 inch complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		Addendum #1
672	6009	30	EA Raised Pavement Markers Type II-A-A complete in place, the sum of _____ Dollars and _____ Cents per Each		
672	6010	3	EA Raised Pavement Markers Type II-B-B complete in place, the sum of _____ Dollars and _____ Cents per Each		
678	6001	4633	LF Pavement Surface Preparation for Markings (4-inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		

**SPECIAL CONDITIONS FOR
BID # 017-19
WINNINGKOFF ROAD PHASE 2 PAVING AND DRAINAGE PROJECT**

SPECIAL PROVISIONS TO THE NORTH CENTRAL TEXAS STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART I - GENERAL PROVISIONS

DIVISION 1: PROPOSAL REQUIREMENTS AND OTHER GENERAL CONDITIONS

The General Provisions of the North Central Texas Standard Specifications shall be modified and clarified by the addition to the following requirements to the various items. Except when specifically stated, none of the requirements of the General Provisions shall be deleted.

ITEM 102.11. **REJECTION OF PROPOSALS**

Change the second sentence of Item 102.11 to read: "Proposal shall be rejected for any of the following specific reasons, but not necessarily limited thereto:"

ITEM 102.12. **DISQUALIFICATION OF BIDDERS**

Change the first sentence of Item 102.12 to read, "Bidders may be disqualified and their proposal not considered for any of the following specific reasons, but not necessarily limited thereto:"

ITEM 103.2 **REMOVED**

ITEM 103.3. **SURETY BONDS**

Prior to delivery of the executed Contract by City to the Contractor, City may require CONTRACTOR to furnish such other Bonds in such form and with such sureties as the City may require.

ITEM 103.4. **INSURANCE**

Add the following:

Additional Insurance

Prior to delivery of the executed Contract by City to the Contractor, City may require CONTRACTOR to furnish such additional insurance in such form and with such insurers as the City may require.

ITEM 103.6. **NOTICE TO PROCEED AND COMMENCEMENT OF WORK**

Upon Owner's receipt of the executed Contract and the required insurance and surety bonds, a Notice to Proceed shall be issued by the Owner indicating the date upon which the Contract time shall start and the projected date of completion. The Owner will attempt to provide the work order within the time specified in the Specifications. The Contractor shall commence work within 10-days from the date specified in the written work order. No work shall commence before the notice to proceed has been issued.

ITEM 104.2. **CHANGE OF MODIFICATION OF CONTRACT**

Item 104.2.3. **Extra Work**

No work shall be undertaken which requires extra payment without having an executed change order approved by the Contractor and the Owner, except when so ordered in writing.

ITEM 105.1. CONTRACT OF DOCUMENTS

Item 105.1.1. Priority of Contract Documents

Revise this item to read:

In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement, performance and payment bonds, addenda, special conditions, project drawings and specifications, City of Lucas Special Provisions to the Standard Specifications for Public Works Construction - North Central Texas, standard drawings, advertisement for bids, contractor's bid proposal and bid form.

Item 105.1.3. Contract Drawings and Specifications

In general, the number of copies of the plans and specifications furnished to the Contractor shall be limited to five (5). Additional copies may be obtained at cost of reproduction.

ITEM 105.2. WORKMANSHIP, WARRANTIES AND GUARANTEES

Item 105.2.2. Special Warranty

Add the following:

The contractor shall provide a Maintenance Bond in the amount of one hundred percent (100%) of the total amount of the contract guaranteeing the work in accordance with the plans and specifications for a period of two (2) years after acceptance by the City of Lucas. This bond shall provide for repair and/or replacement of all defects due to faulty material and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvements by the City of Lucas.

ITEM 105.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Review of Shop Drawings by the Engineer shall be of the sole purpose of determining the sufficiency of the said drawings or schedules to result in finished improvements in conformance with the plans and specifications, and shall not relieve the Contractor of his duty as an independent contractor. It being understood and agreed that the Engineer does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules or any means or methods reflected thereby in relation to the safety of either person or property during the Contractor's performance hereunder.

ITEM 105.4 **REMOVED**

ITEM 105.9. INSPECTION

Item 105.9.2 Final Inspection

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion, and there upon it shall be the duty of the Owner within ten (10) days to insure a Certificate of acceptance of the work to the Contractor or to advise the Contractor in writing of the reason for non-acceptance.

ITEM 105.10 ACCEPTANCE

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion, and there upon it shall be the duty of the Owner within ten (10) days to insure a Certificate of acceptance of the work to the Contractor or to advise the Contractor in writing of the reason for non-acceptance.

Definition of Substantially Complete: The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, as modified by any change order agreed to by the parties, so that the Owner can occupy or utilize the project or specified area of the project for the use for which it was intended.

ITEM 107.2. INDEMNIFICATION

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

ITEM 107.9. PERFORMANCE OF THE WORK

Add the following to the end of the first paragraph: “regardless of the expected completion date set forth in the Contract Documents.”

At such time as actual construction has been started, the work will not be stopped or delayed without written permission of the Owner, excluding delays caused by adverse weather conditions. The Contractor shall maintain at all times sufficient equipment and personnel on the project to produce satisfactory progress during the construction period.

ITEM 107.13. EQUAL EMPLOYMENT OPPORTUNITY

Delete the last paragraph in this item in its entirety (107.13.5. – Reports).

ITEM 107.14. STATE AND LOCAL SALES AND USE TAXES

ITEM 107.19. PROTECTION OF WORK AND OF PERSONS AND PROPERTY

Item 107.19.2. Protection of Persons and Property

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, and Municipal laws or regulations. The Contractor shall provide such machinery, guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility, of the Contractor, acting at his discretion as an independent contractor.

ITEM 109.5. MONTHLY ESTIMATE, PARTIAL PAYMENTS, RETAINAGE, FINAL INSPECTION, ACCEPTANCE AND FINAL PAYMENT

Item 109.5.2. Retainage

On projects where the contract price, at the time of execution, is greater than \$400,000, the Owner may retain ten percent (10%) of the amount due the Contractor, with the retainage above five percent (5%) deposited in an interest bearing account and interest earned on such 5% retained funds shall be paid to the Contractor upon completion of the contract.

Part 1 - General Provisions (GPC-A) 10-2004

SPECIAL CONDITIONS

WINNINGKOFF ROAD - PHASE 2 PAVING AND DRAINAGE IMPROVEMENTS

SC.01 GENERAL

The provisions of this section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement."

SC.02 ENGINEER

The word "Engineer" in these specifications shall be understood as referring to [the City's consultant Engineer in charge of construction inspection or the City Engineer if no consultant is contracted](#), or such other representatives as may be authorized by said Owner to act in any particular position.

SC.03 LOCATION OF PROJECT

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

SC.04 SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, labor, tools, equipment, supervision, and all incidentals required and performing all work necessary for the construction of the Winningkoff Road Reverse Curve Paving & Drainage Improvements; along with all necessary appurtenances.

SC.05 REMOVED

SC.06 TIME AND ORDER OF COMPLETION

All items of work include under this contract shall be completed within One Hundred Eighty (180) calendar days, which time shall commence on the tenth (10th) day after the issuance of the work order. The work order shall consist of a written request by the Owner to the Contractor to proceed with the construction of the project.

The road can be shut down for construction, however access must be provided to local residents at all times. Any temporary pavement required to provide local access must be an all-weather surface. Message boards will be required for a minimum of seven (7) days at three (3) different locations; south of the project on Winningkoff Road, north of the project on Winningkoff Road and west of the project on Forestview Drive. No separate pay is provided for the message boards and they are considered subsidiary to the pay item for traffic control devices.

SC.07 REMOVED

SC.08 REMOVED

SC.09 REMOVED

SC.10 REMOVED

SC.11 REMOVED

SC.12 REFERENCED SPECIFICATIONS

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

SC.13 TRADE NAMES AND MATERIALS

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

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion of judgment of the Engineer. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples and shall never have been used for any temporary purpose whatsoever. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.