

CITY OF LUCAS, TEXAS
BIDS WILL BE ACCEPTED AT CITY HALL

INVITATION FOR BID

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 DRANIAGE PROJECT

The Bid package also includes an **ALTERNATIVE BID** option that provides the opportunity for bidders to submit one collective bid for all three projects (please see SECTION III BID SCHEDULE OF VALUES AND BID ENDORSEMENTS of the Invitation to Bid Documents).

BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

THURSDAY, JANUARY 31, 2019 TIME AT 2:00 PM CST

NO LATE BIDS WILL BE ACCEPTED
FACSIMILE OR E-MAILED BIDS WILL NOT BE ACCEPTED

PROPOSAL PACKAGES
MAY BE DELIVERED OR MAILED TO:
CITY OF LUCAS
PURCHASING
665 COUNTRY CLUB ROAD
LUCAS, TX 75002-7651

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL
PLEASE CONTACT:

Purchasing Coordinator Linezka Maduro at 972-912-1203

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SECTION I
NOTICE TO BIDDERS

**SECTION I
NOTICE TO BIDDERS**

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF BID/PROPOSAL

Electronic responses submitted via our online bidding system are the preferred method of receiving responses for this solicitation. However, all methods detailed in this solicitation are acceptable. All bids/proposals will be sealed and received by the City of Lucas Purchasing Office. If proposer submits a hard copy, bids/proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid/proposal.

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BID # 017-19

WINNINGKOFF ROAD PHASE 2 PAVING AND DRANIAGE PROJECT

CITY OF LUCAS
PURCHASING
665 COUNTRY CLUB ROAD
LUCAS, TX 75002-7651

**NO LATE BIDS/PROPOSALS WILL BE ACCEPTED
FACSIMILE BIDS/PROPOSALS WILL NOT BE ACCEPTED
ELECTRONICALLY SUBMITTED BIDS ARE ENCOURAGED**

Bid Opening January 31, 2019 2:00 P.M. Central Time

Promptly thereafter, all Bids/Proposals that have been duly received will be publicly opened and read aloud in the Council Conference Room, City Hall.

Plans, specifications and bid documents may be examined without charge at the office of (Lakes Engineering, Inc. 1903 Central Drive, Suite #405 Bedford, TX 76021) and may be acquired on request for the price of One Hundred Dollars (\$100.00) per set (**non-refundable**). Contact (Chris P. Meszler, P.E. at 817-618-3640) to purchase plans. The documents may also be downloaded for the City of Lucas website: <https://www.lucastexas.us/bid-postings>.

1.3 PRE-BID CONFERENCE

A **Pre-Bid Conference** will be held for the above project at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 at **2:00 P.M., January 25, 2019.**

1.4 NUMBER OF COPIES

Electronic submission is recommended. If the proposer chooses to submit a hard copy bid, Bidder/Proposer shall submit one (1) original set and **ONE (1)** copy of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Lucas. The original copy shall be unbound and clearly marked "Original".

1.5 BID/PROPOSAL INFORMATION

All questions regarding bid/proposal preparation, selection process, specifications and interpretations of the terms and conditions of the bid/proposal shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of bids.

1.6 PREVAILING WAGE RATES

Attention is called to the fact that the Contractor must pay labor on this project not less than the general prevailing rates of wages, which have been established for Collin County and attached herein for reference.

As stated in the *Texas Government Code*, Title 10, Subtitle F, Chapter 2258, Subchapter B:

Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES.

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

1.7 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Lucas for the period specified in the City of Lucas's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Lucas to the extent permitted by state law. The City of Lucas merely raises the exception on behalf of the vendor. The City of Lucas takes no legal position on disclosure. The City of Lucas will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

DISCLOSURE OF INTERESTED PARTIES

Texas Legislature passed HB 1295 that now requires a government entity receive a Disclosure of Interested Parties (Form 1295) before entering into a contract with a vendor that requires action by the City Council. Form 1295 was created by the Texas Ethics Commission per the direction of the Texas Legislature. The form must be completed electronically on the Texas Ethics Commission website, <https://www.ethics.state.tx.us>. Once you have

electronically completed the form, you must print the form, sign & notarize the form, then deliver the form to the City of Lucas along with the executed contract. This will apply to contracts that will require Council approval, in most situations will be \$50,000 or greater.

1.8 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid/proposal solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email or facsimile to all that are known to have received a copy of the bid/proposal and related specifications. However, it shall be the sole responsibility of the bidder/proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to insure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. The last day for questions will be on **(January 28, 2019) at 2:00 PM**. The last day for addenda will be on **(January 29, 2019) at 2:00 PM**.

The bidder is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed bid/proposal submittal.

1.9 BID SUBMITTALS

Bids/Proposals shall be submitted on the forms provided to insure complete uniformity of wording of all bids. All lump sum and unit prices must be stated in both script and figures. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided on the city website.

1.10 BIDDING ALTERNATES

Bid #016-19 Blondy Jhune Road Reconstruction includes two roadway segments, referred to as Base and Add Alternative 1. Bidders are required to provide bids for both roadway segments on the Schedule of Values and Bid Endorsement Form of this Bid Package.

This Invitation to Bid includes an ALTERNATIVE BID option that provides the opportunity for bidders to submit one collective bid for all three projects (please see SECTION III BID SCHEDULE OF VALUES AND BID ENDORSEMENTS).

1.11 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Lucas based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the bidder/proposer agrees that any offer it submits may be accepted by the City of Lucas at any time within 90 days from the close date.

The City of Lucas reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Lucas. Failure of the bidder/proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

1.12 REQUIRED FORMS TO BE RETURNED WITH BID SUBMITTAL

- a. Certificate of Insurance**
- b. Affidavit of No Prohibited Interest**
- c. Bidders Qualification Statement with three references**
- d. Supplemental Information**
- e. Conflict of Interest Questionnaire**
- f. Schedule of Subcontractors**
- g. Workforce Composition**

- h. **Schedule of Values Forms**
- i. **Bid Endorsement Pages**
- j. **Standard Form of Agreement**
- k. **Bid Bond for 5% of total project due with bid submittal**
- l. **Acknowledgement of Addendums**
- m. **Project Specific Critical Path Construction Schedule**

1.13 COMMENCEMENT OF WORK

The Contractor agrees to commence work within then (10) days after the date of written notice to proceed.

1.14 REQUIRED BONDS

The following bonds are required prior to contract execution OR project acceptance:

- Bid Bond – due with bid submittal
- Payment Bond – due prior to contract execution
- Performance Bond – due prior to contract execution
- Maintenance Bond to be executed at final acceptance for two (2) years and 100% of project total

1.15 AWARD

The City of Lucas intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Lucas indicates to be in the best interest of the City and taxpayers.

This Bid will be awarded on the basis of "best value". The award to the successful bidder will be determined by best value to the City of Lucas as allowed by **Chapter 252 of the Local Government Code**. The following criteria will be considered when selecting the successful bidder:

- the purchase price
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

1.15.1 Factors for consideration in the evaluation process:

Bidders should be aware that the evaluation for the award of this contract will consider both the **bid amount and the number of days bid for each individual Project** (BLONDY JHUNE ROAD RECONSTRUCTION, STINSON ROAD PAVING AND DRAINAGE IMPROVEMENTS, AND WINNINGKOFF ROAD), to determine the "best value" for the City. This bidding method is sometimes referred to as 'A+B' bidding.

Formula: $A + B = \text{Total Bid}$

$A = \text{Amount Bid}$

$B = \text{Time Bid (Total Days Bid x Monetary Value of a Calendar Day)}$.

The monetary value of the day will be determined by the lowest days bid and the corresponding value of the contract. The difference in the number of days will be multiplied by the calendar day value and added to each bidder's base bid. For this bid, the city will use the following schedule as the monetary value of a calendar day:

Amount of Contract (\$)	Value of a Calendar Day (\$)
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
1,000,000 to 1,999,999.99	500 per day
2,000,000 to 2,999,999.99	1,000 per day
3,000,000 to 3,999,999.99	1,500 per day
More than 4,000,000.00	2,000 per day

Invitation for Bid (Project Grouping Alternative)

This Invitation for Bid is part of a **Project Grouping Alternative** where, based on the combined Total Bid (A + B), the successful bidder(s) may be awarded all the **Projects** listed herein.

A Bidder may bid on any of the three projects or provide an Alternative Bid which incorporates all three Projects into one Bid. All the Bid/Proposals will be opened and evaluated independently.

The City of Lucas, at their discretion, will select the successful bidder for each **Project** individually or one (1) bidder for the **Project Grouping**. **The City will evaluate each responsive bid and recommend award of a Contract that provides the City with the Best Value to the City Council at their meeting scheduled for Thursday, February 21, 2019.**

Projects Considered for this Grouping:

Project Name: (BID #016-19) BLONDY JHUNE ROAD RECONSTRUCTION

Project Name: (BID #015-19) STINSON ROAD PAVING AND DRAINAGE IMPROVEMENTS

Project Name: (BID #017-19) WINNINGKOFF ROAD PHASE 2 PROJECT

1.16 LIQUIDATED DAMAGES

Bidders should be aware that the City of Lucas expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

Amount of Contract (\$)	Value of a Calendar Day (\$)
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
1,000,000 to 1,999,999.99	500 per day
2,000,000 to 2,999,999.99	1,000 per day
3,000,000 to 3,999,999.99	1,500 per day
More than 4,000,000.00	2,000 per day

Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.

1.17 RETAINAGE

As security for the faithful completion of the work by the contractor, the owner shall retain ten percent (10%) of the total dollar amount of work done on all contracts less than \$400,000; five percent (5%) of the total dollar amount of work done on all contracts of \$400,000 or more. Retainage will be held from each progress payment/invoice through final project completion/closeout.

1.18 CONTRACTOR'S CONSTRUCTION SCHEDULE

All Bidders must submit a Construction Schedule with their Bid Responses for each of the Projects they choose to bid on. The schedule or schedules shall be project specific and will identify all milestones and critical paths. **The**

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.

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.

Vendor refers to Successful Bidder or Contractor.

Submittal refers to those documents required to be submitted to the City of Lucas, by a bidder.

1.24 PRIORITY OF CONTRACT DOCUMENTS

In case of conflict between contract documents, priority of interpretation shall be in the following order: signed agreement, performance and payment bonds, addenda, Construction 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.

1.25 INQUIRIES

Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation. Questions about this bid shall be in writing and directed to Purchasing Coordinator Linezka Maduro at the following address or email: 665 Country Club Road, Lucas, TX 75002-7651, lmaduro@lucastexas.us.

1.26 SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

Public Advertisements	Thursday, January 10, 2019 Thursday, January 17, 2019 Thursday, January 24, 2019
Pre-Bid Conference	Friday, January 25, 2019 at 2:00 PM
Open Bids	Thursday, January 31, 2019 at 2:00 PM
Council Awards Contract (Anticipated)	Thursday, February 21, 2019
Notice of Award (Anticipated)	Thursday, February 22, 2019
Begin Construction (Anticipated)	Monday, March 25, 2019

SECTION II
GENERAL TERMS & CONDITIONS

SECTION II GENERAL TERMS & CONDITIONS

The City of Lucas bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work, as directed, and replace all defective equipment and/or materials, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract or if terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract with the exception of a change order processed through the Engineering Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

- 2.13 The successful bidder and the City of Lucas agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that “no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service...”
- 2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person’s affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- 2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations unless otherwise provided in the Contract.
- 2.17 The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work at Vendor’s expense, unless otherwise provided for in the contract document.
- 2.18 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.
- 2.19 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department. Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.
- 2.20 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods or services in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an approved invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).
- 2.21 The City of Lucas is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.
- 2.22 Vendors shall state a firm completion time. The City reserves the right to assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m. (7:00 a.m. to 8:00 p.m. for Construction Contracts in the public right of way), Monday through Friday, excluding holidays, unless otherwise approved by the City or as is described in the Maintenance of Traffic Plans for the Project.
- 2.23 When offering products other than those that were bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request, and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.
- 2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.
- 2.25 When unit price differs from extended price, the unit price prevails.
- 2.26 In case of a discrepancy between the product number and description, the description takes precedence.

- 2.27 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products. Alternatives to manufacturer specified equipment or materials must be pre-approved in writing prior to the last day for addenda (see Invitation to Bidders).
- 2.28 Response to specification is primary in determining the lowest responsible bid.
- 2.29 The City of Lucas reserves the right to award a vendor's bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.
- 2.30 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 2.31 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.
- 2.32 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.
- 2.33 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Lucas Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.
- 2.34 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances regulations, and the Contract.
- 2.35 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
- 2.36 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.
- 2.37 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.
- 2.38 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.
- 2.39 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.
- 2.40 It is the policy of the City of Lucas that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.
- 2.41 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.42 The vendor shall purchase and maintain in force insurance for operations under the contract as specified in Section IV of this document. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work.

2.43 Workers' Compensation Coverage – Statutory. See Insurance Requirements in other Sections of this document.

2.44 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.44.1 Except for work on legal holidays, the “general prevailing rate of per diem wage” for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.44.2 For legal holidays, the “general prevailing rate of per diem wage” for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.44.3 The “general prevailing rate for overtime work” for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.44.4 Under the provisions of Article 5159a Vernon’s Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.45 Provide the names and locations of at least three (3) references at which the bidder has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.46 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.47 Bid tabulations can be accessed in the City of Lucas website: <https://www.lucastexas.us/bid-postings>. Please allow at least one week after opening date for bids to be tabulated.

2.48 Prohibition of Boycott Israel: Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2.49 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser’s Forum, each entity wishing to participate must have prior authorization from the City of Lucas and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Lucas shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____ **YES** _____ **NO**

SECTION III

BID SCHEDULE OF VALUES AND BID ENDORSEMENTS

The bid schedule of values and bid endorsements shall be completed for each of the projects the contractor is submitting a bid. If the contractor intends to submit a bid for the Alternative Bid (all 3 projects combined), then only the bid schedule of values and bid endorsements for the Alternative bid is required. Submitting the Alternative Bid does not preclude the contractor from bidding any individual project.

SCHEDULE OF VALUES FOR BID # 015-19
CITY OF LUCAS, TEXAS
STINSON ROAD DRAINAGE AND IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
100	6001	7.06	AC Preparing Right-of-Way complete in place, the sum of _____ Dollars and _____ Cents per Acre		
105	6011	12633.5	SY Remove Stabilized Base and Asphalt Pavement (2 inch - 6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
110	6001	5472.0	CY Excavation (Roadway) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
132	6001	2196.4	CY Embankment (Final) (Ordinary Compaction) (Type A) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
134	6003	89.0	STA Backfilling Pavement Edges (Type C) complete in place, the sum of _____ Dollars and _____ Cents per Station		
160	6003	21893.3	SY Furnishing and Placing Topsoil (4 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
162	6002	4333.0	SY Block Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
162	6004	15890.8	SY Mulch Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
166	6001	4.5	AC Fertilizer complete in place, the sum of _____ Dollars and _____ Cents per Acre		
247	6449	29.6	CY Flexible Base (Compacted in Place)(Type D)(Grade 1, 2, 3 or 5)(Final Position) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
260	6079	16762.6	SY Lime Treated (Subgrade) (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
340	6011	22.9	TN Dense-Graded Hot-Mixed Asphalt Type-B With PG64-22 Binder complete in place, the sum of _____ Dollars and _____ Cents per Ton		
344	6066	44.9	TN Superpave Mixtures SP-C PG 76-22 (Overbuild) complete in place, the sum of _____ Dollars and _____ Cents per Ton		
344	6138	78.2	TN Superpave Mixtures SP-D PG 76-22 complete in place, the sum of _____ Dollars and _____ Cents per Ton		
354	6189	1360.7	SY Plane Asphalt Concrete Pavement (1.25 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
360	6000	14550.1	SY Concrete Pavement (Continuously Reinforced - Continuously Reinforced Concrete Pavement) (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
431	6001	3722.9	CF Pneumatically placed concrete complete in place, the sum of _____ Dollars and _____ Cents per Cubic Feet		
432	6058	85.6	CY Bedding Material (Variable) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
462	6003	237.0	LF Concrete Box Culvert (4x2) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
462	6007	142.0	LF Concrete Box Culvert (5x3) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
462	6010	60.0	LF Concrete Box Culvert (6x3) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6003	214.0	LF Reinforced Concrete Pipe (Class III) (18 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6005	161.0	LF Reinforced Concrete Pipe (Class III) (24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6032	34.0	LF Reinforced Concrete Pipe (Arch)(Class III)(Design 3) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6033	381.0	LF Reinforced Concrete Pipe (Arch)(Class III)(Design 4) 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
466	6063	2.0	EA	Headwall (Concrete Headwall - Flared wing - 30 Degree Skew) (Diameter = 36 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6159	2.0	EA	Safety End Treatment (Type I)(S=4 feet)(HW = 7 feet)(6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6192	2.0	EA	Safety End Treatment (Type I)(S=5 feet)(HW = 7 feet)(6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6229	2.0	EA	Safety End Treatment (Type I)(S=6 feet)(HW = 7 feet)(6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6363	14.0	EA	Safety End Treatment (Type II) (18 inch) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6395	4.0	EA	Safety End Treatment (Type II) (24 inch) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6545	2.0	EA	Safety End Treatment (Type II) (Design 3) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6555	6.0	EA	Safety End Treatment (Type II) (Design 4) (Reinforced Concrete Pipe) (6:1) (Precast) 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
506	6001	272.7	LF	Rock Filter Dams (Install) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6011	272.7	LF	Rock Filter Dams (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6022	356.0	SY	Construction Exits (Install) (Type 3) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6024	356.0	SY	Construction Exits (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6038	9507.9	LF	Temporary Sediment Control Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6039	9507.9	LF	Temporary Sediment Control Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
529	6004	317.3	LF	Concrete Curb (Monolithic) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
529	6005	56.0	LF	Concrete Curb (Monolithic) (Type II) 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
530	6004	872.5	SY Driveways (Concrete) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
536	6004	199.9	SY Concrete Directional Island complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
550	6001	93.5	LF Chain Link Fence (Install)(6 feet) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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		

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	6167	74.1	LF	Reflective Pavement Markings Type II (White) 4 inch (Break) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6170	9429.0	LF	Reflective Pavement Markings Type II (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6174	147.0	LF	Reflective Pavement Markings Type II (White) 6 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6184	3.0	EA	Reflective Pavement Markings Type II (White)(Arrow) complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6199	12.0	EA	Reflective Pavement Markings Type II (White) 36 inch (Yield Triangle) 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
666	6205	2333.0	LF	Reflective Pavement Markings Type II (Yellow) 4 inch (Break) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6207	4259.7	LF	Reflective Pavement Markings Type II (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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
678	6002	147.0	LF Pavement Surface Preparation for Markings (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
678	6009	3.0	EA Pavement Surface Preparation for Markings (Arrow) complete in place, the sum of _____ Dollars and _____ Cents per Each		
678	6023	12.0	EA Pavement Surface Preparation for Markings (36 inch)(Yield Triangle) complete in place, the sum of _____ Dollars and _____ Cents per Each		
678	6033	3574.0	EA Pavement Surface Preparation for Markings (Raised Pavement Markers) complete in place, the sum of _____ Dollars and _____ Cents per Each		
500	6001	1.0	LS Mobilization complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
502	6001	1.0	LS Barricades, Signs and Traffic Handling complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
510	6001	1.0	LS One-Way Traffic Control (Flagger Control) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6001	1.0	LS Portable Concrete Traffic Barrier (Furnish & Install) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6025	1.0	LS Portable Concrete Traffic Barrier (Move) (Single Slope) (Type I) 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
512	6049	1.0	LS	Portable Concrete Traffic Barrier (Remove) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
560	6011	1.0	LS	Mailbox Install - Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6063	1.0	LS	Work Zone Pavement Markings Remove (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6095	1.0	LS	Work Zone Pavement Markings Remove (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
6001	6001	920.0	DA	Portable Changeable Message Sign complete in place, the sum of _____ Dollars and _____ Cents per Day		
6000	6153	1.0	EA	Replace Access Hole Cover complete in place, the sum of _____ Dollars and _____ Cents per Each		
6295	6001	1.0	EA	Decorative Lighting Assembly complete in place, the sum of _____ Dollars and _____ Cents per Each		
7049	6004	45.0	LF	Water Main Pipe (PVC) (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
7049	6087	2.0	EA	Tapping Sleeve and Valve (12 inch x 6 inch) 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
7049	6122	3.0	EA Adjusting Meter Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7049	6161	2.0	EA Remove and Relocate Fire Hydrant complete in place, the sum of _____ Dollars and _____ Cents per Each		
7126	6007	1.0	EA Adjusting and/or Relocated Water Meter Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7128	6005	48.0	LF Mulit 3 inch Conduits and Conductors (Bore) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
7152	6021	2.0	EA Connect to Existing Water Line complete in place, the sum of _____ Dollars and _____ Cents per Each		
7155	6051	1.0	EA Adjust Existing Sanitation Sewer Manhole Final Grade complete in place, the sum of _____ Dollars and _____ Cents per Each		
7156	6006	3.0	EA Adjust Existing Fire Hydrant complete in place, the sum of _____ Dollars and _____ Cents per Each		
7164	6013	2.0	EA Water Gate Valve (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
7164	6019	2.0	EA Adjust Existing Water Valve Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7167	6009	2.0	EA Cut and Plug Existing Water Line (2 inch - 12 inch) 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
7169	6006	3.0	EA	6 inch Gate Valve and Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7173	6022	14.0	EA	Adjust Valve Box to Grade complete in place, the sum of _____ Dollars and _____ Cents per Each		
7177	6003	2.0	EA	Relocate Existing Meter and Meter Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7180	6010	2.0	EA	Cap Pipe (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
7181	6024	2.0	EA	Relocate Fire Hydrant complete in place, the sum of _____ Dollars and _____ Cents per Each		
TOTAL BID AMOUNT:						

BID ENDORSEMENT FOR BID #015-19, STINSON ROAD PAVING AND DRAINAGE IMPROVEMENTS:

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract. The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the Schedule of Values and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the bid and contract documents:

Addendum No. 1 dated _____ Received _____
 Addendum No. 2 dated _____ Received _____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed. **The price portion of the bid is not the only consideration in the award. At the time of bid opening, the project is awarded to the bidder with the lowest sum of A + B.**

The total days bid for this project cannot exceed 460 calendar days.

A - Total Amount
Bid: \$ _____

Total Days Bid: _____

B - Time Bid: \$ _____

 Contractor

By: _____
 (please print name)

Signature: _____

Title: _____

Seal and Authorization
 (If a Corporation)

 Address

 City, County, State and Zip

 Telephone Fax No.

E-Mail Address: _____

SCHEDULE OF VALUES FOR BID #016-19
CITY OF LUCAS, TEXAS
BLONDY JHUNE ROAD RECONSTRUCTION

BID SCHEDULE OF VALUES (BASE)
STA. 125+08.65 TO 176+70.18

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
100	6001	3.25	AC	Preparing Right-of-Way complete in place, the sum of _____ Dollars and _____ Cents per Acre		
105	6011	12552	SY	Remove Stabilized Base and Asphalt Pavement (2 inch - 6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
110	6001	3609.6	CY	Excavation (Roadway) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
132	6001	2540.0	CY	Embankment (Final) (Ordinary Compaction) (Type A) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
134	6003	94	STA	Backfill (Type C) complete in place, the sum of _____ Dollars and _____ Cents per Station		
160	6003	4971	SY	Furnishing and Placing Topsoil (4 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
162	6002	3840	SY	Block Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
162	6004	1829	SY	Mulch Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard		

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
166	6001	1.03	AC	Fertilizer complete in place, the sum of _____ Dollars and _____ Cents per Acre		
169	6003	76	SY	Soil Retention Blankets (Class 1) (Type C) complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
260	6079	13482	SY	Lime Treated (Subgrade) (6") complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
360	6000	5378	SY	Concrete Pavement (Continuously Reinforced - Continuously Reinforced Concrete Pavement) (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
360	6002	12660	SY	Concrete Pavement (Continuously Reinforced - Continuously Reinforced Concrete Pavement) (8 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
432	6058	26.9	CY	Bedding Material (Variable) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
432	6060	247.0	CY	Riprap (Type R)(24 inch) (Grouted) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
464	6003	300	LF	Reinforced Concrete Pipe (Class III) (18 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6005	50	LF	Reinforced Concrete Pipe (Class III) (24 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
464	6007	80	LF Reinforced Concrete Pipe (Class III) (30 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6008	120	LF Reinforced Concrete Pipe (Class III) (36 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
465	6187	1	EA Inlet (Complete)(Drop)(Type 1) (1 Grate) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6005	2	EA Headwall (Concrete Headwall - Flared wing - 0 Degree Skew) (Diameter = 24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6007	4	EA Headwall (Concrete Headwall - Flared wing - 0 Degree Skew) (Diameter = 30 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6009	2	EA Headwall (Concrete Headwall - Flared wing - 0 Degree Skew) (Diameter = 36 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6039	2	EA Headwall (Concrete Headwall - Flared wing - 30 Degree Skew) (Diameter = 36 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6363	20	EA Safety End Treatment (Type II) (18 inch) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
506	6001	229	LF Rock Filter Dams (Install) (Type I) 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
506	6011	229	LF	Rock Filter Dams (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6022	356	SY	Construction Exits (Install) (Type 3) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6024	356	SY	Construction Exits (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6038	4604	LF	Temporary Sediment Control Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6039	4604	LF	Temporary Sediment Control Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
529	6005	1471	LF	Concrete Curb (Monolithic) (Type II) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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		

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	6170	10461	LF	Reflective Pavement Markings Type II (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6207	10520	LF	Reflective Pavement Markings Type II (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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
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		
510	6001	1	LS	One-Way Traffic Control (Flagger Control) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6001	1	LS	Portable Concrete Traffic Barrier (Furnish & Install) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6025	1	LS	Portable Concrete Traffic Barrier (Move) (Single Slope) (Type I) 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
512	6049	1	LS	Portable Concrete Traffic Barrier (Remove) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
560	6011	1	LS	Mailbox Install - Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6063	1	LS	Work Zone Pavement Markings Remove (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6095	1	LS	Work Zone Pavement Markings Remove (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
6001	6001	564	DA	Portable Changeable Message Sign complete in place, the sum of _____ Dollars and _____ Cents per Day		
SUBTOTAL BID AMOUNT - BASE:						

SCHEDULE OF VALUES FOR BID #016-19
CITY OF LUCAS, TEXAS
BLONDY JHUNE ROAD RECONSTRUCTION

BID SCHEDULE OF VALUES (ADD ALTERNATE 1)
STA 108+45.13 TO STA. 121+44.12

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
100	6001	0.76	AC	Preparing Right-of-Way complete in place, the sum of _____ Dollars and _____ Cents per Acre	
105	6011	3265	SY	Remove Stabilized Base and Asphalt Pavement (2 inch - 6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard	
110	6001	2275.3	CY	Excavation (Roadway) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard	
132	6001	625.4	CY	Embankment (Final) (Ordinary Compaction) (Type A) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard	
134	6003	26	STA	Backfill (Type C) complete in place, the sum of _____ Dollars and _____ Cents per Station	
160	6003	1242	SY	Furnishing and Placing Topsoil (4 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard	
162	6002	1242	SY	Block Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard	
166	6001	0.26	AC	Fertilizer complete in place, the sum of _____ Dollars and _____ Cents per Acre	
260	6079	3758	SY	Lime Treated (Subgrade) (6") complete in place, the sum of _____ Dollars and _____ Cents per Square yard	

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
360	6002	3464	SY Concrete Pavement (Continuously Reinforced - Continuously Reinforced Concrete Pavement) (8 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
432	6058	0.1	CY Bedding Material (Variable) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
432	6060	86.8	CY Riprap (Type R)(24 inch) (Grouted) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
464	6003	30	LF Reinforced Concrete Pipe (Class III) (18 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6005	93	LF Reinforced Concrete Pipe (Class III) (24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
466	6005	3	EA Headwall (Concrete Headwall - Flared wing - 0 Degree Skew) (Diameter = 24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6050	1	EA Headwall (Concrete Headwall - Flared wing - 45 Degree Skew) (Diameter = 24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6363	2	EA Safety End Treatment (Type II) (18 inch) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
506	6001	36	LF Rock Filter Dams (Install) (Type I) 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
506	6011	36	LF	Rock Filter Dams (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6022	178	SY	Construction Exits (Install) (Type 3) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6024	178	SY	Construction Exits (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6038	1684	LF	Temporary Sediment Control Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6039	1684	LF	Temporary Sediment Control Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
530	6004	276	SY	Driveways (Concrete) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
533	6002	1224	LF	Rumble Strips (Centerline) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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		

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	6170	2235	LF	Reflective Pavement Markings Type II (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6207	2398	LF	Reflective Pavement Markings Type II (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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
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		
510	6001	1	LS One-Way Traffic Control (Flagger Control) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6001	1	LS Portable Concrete Traffic Barrier (Furnish & Install) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6025	1	LS Portable Concrete Traffic Barrier (Move) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6049	1	LS Portable Concrete Traffic Barrier (Remove) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
560	6011	1	LS Mailbox Install - Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6063	1	LS Work Zone Pavement Markings Remove (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6095	1	LS Work Zone Pavement Markings Remove (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
6001	6001	240	DA Portable Changeable Message Sign) complete in place, the sum of _____ Dollars and _____ Cents per Day		
SUBTOTAL BID AMOUNT - ADD ALTERNATE 1:					
TOTAL BID AMOUNT (BASE + ADD ALTERNATE 1):					

BID ENDORSEMENT FOR BID #016-19, BLONDY JHUNE ROAD RECONSTRUCTION:

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract. The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the Schedule of Values and in the event of discrepancy the words shall control. Receipt is hereby acknowledged for the following addenda to the bid and contract documents:

Addendum No. 1 dated _____ Received _____
 Addendum No. 2 dated _____ Received _____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed. **THE TOTAL AMOUNT BID FOR THIS PROJECT, BLONDY JHUNE ROAD RECONSTRUCTION (BID #016-19) MUST INCLUDE THE COMBINED COSTS IDENTIFIED BY THE CONTRACTOR IN THE SCHEDULE OF VALUES FOR ROAD SEGMENTS 1 AND 2. The price portion of the bid is not the only consideration in the award. At the time of bid opening, the project is awarded to the bidder with the lowest sum of A + B. Bidders are instructed to use the Grand Total for both the Base and Alternate Schedules of Value for the Total Amount Bid Line below. Likewise, bidders are instructed to use the combined number of days bid times the Monetary Value for each day in the Line Item Below. Please identify the number of days for the Base and Alternate bids.**

The total days bid for this project cannot exceed 550 calendar days.

BASE		ADD ALTERNATE 1	
A – Sub Total		A – Sub Total	
Amount Bid:	\$ _____	Amount Bid:	\$ _____
Sub Total Days		Sub Total Days	
Bid:	_____	Bid:	_____
B – Sub Total Time		B - Sub Total	
Bid:	\$ _____	Time Bid:	\$ _____
Total Amount Bid (BASE + ADD ALTERNATE 1):		\$ _____	

Total Days Bid (BASE + ADD ALTERNATE 1): _____

B – Total Time Bid: \$ _____

Seal and Authorization

(If a Corporation)

Contractor

By: _____
(please print name)

Signature: _____

Title: _____

Address

City, County, State and Zip

Telephone _____ Fax No. _____

E-Mail Address: _____

SCHEDULE OF VALUES FOR BID #017-19
CITY OF LUCAS, TEXAS
WINNINGKOFF ROAD PHASE 2 PAVING AND DRANIAGE PROJECT

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
101	27	Sta	Prepare Right-of-Way, Insurance, Bonds and Mobilization complete in place, the sum of _____ _____ Dollars and _____ Cents per Station		
102	596	S.Y.	Sawcut, Remove & Dispose of Concrete Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
103	4,584	S.Y.	Sawcut, Remove & Dispose of Asphalt Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
104	299	S.Y.	Sawcut, Remove & Dispose of Existing Asphalt Driveway complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
105	130	S.Y.	Remove Existing Gravel Driveway complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
106	42	L.F.	Remove & Dispose of 78-Inch CMP complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
107	72	L.F.	Remove & Dispose of 42-Inch RCP and Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
108	38	L.F.	Remove & Dispose of 36-Inch CMP complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
109	100	L.F.	Remove & Dispose of 18-Inch CMP complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
110	72	L.F.	Remove & Dispose of 30-Inch RCP and Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
111	10	L.F.	Remove & Dispose of 24-Inch RCP and Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
112	31	L.F.	Remove & Dispose of 18-Inch RCP and Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
113	12	L.F.	Remove & Dispose of 36-Inch HDPE complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
114	20	L.F.	Remove & Dispose of 12-Inch PVC Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
115	814	L.F.	Remove & Dispose of Pipe Rail Fence complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
116	1	L.S.	Remove & Dispose of PVC Pipes of Various Sizes complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
117	1	Ea.	Remove & Dispose of Extisting WYE Inlet complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
118	3	Ea.	Remove & Replace Existing Sign complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
119	1	L.S.	Relocate Existing Fire Hydrant and Valve 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
120	1	L.S.	Relocate Existing Water Meter complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
121	2	L.S.	Relocate Existing Water Vault complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
122	2	L.S.	Remove & Re-Set Brick Mailbox complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
123	3	Ea.	Remove & Re-Set Mailbox complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
124	976	S.Y.	Furnish, Install, Maintain & Remove Type 'C' Temporary Asphalt Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
125	7,281	S.Y.	Furnish & Install 6-Inch Thick 4000 psi Reinforced Concrete Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
126	767	S.Y.	Furnish & Install 6-Inch Thick 3600 psi Reinforced Concrete Driveway, Including Connection to Existing Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
127	750	S.Y.	Furnish & Install 6-Inch Thick 4000 psi High Early Strength Reinforced Concrete Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
128	8,413	S.Y.	Construct 6-Inch Lime Treated Subgrade (6% Lime) complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
129	48	L.F.	Furnish & Install Longitudinal Butt Joint complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
130	789	L.F.	Furnish & Install Pipe Rail Fence complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
131	96	L.F.	Furnish & Install 18-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
132	12	L.F.	Furnish & Install 24-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
133	45	L.F.	Furnish & Install 30-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
134	84	L.F.	Furnish & Install 36-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
135	45	L.F.	Furnish & Install 42-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
136	7	Ea.	Furnish & Install 18-Inch Safety End Treatment complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
137	1	Ea.	Furnish & Install 24-Inch Safety End Treatment complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
138	2	Ea.	Furnish & Install 30-Inch Safety End Treatment complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
139	2	Ea.	Furnish & Install 42-Inch Safety End Treatment 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
140	1	Ea.	Furnish & Install 4'x4' Drop Inlet and Connect to Existing HDPE complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
141	1	Ea.	Furnish & Install 18-Inch CH-FW-0 Reinforced Concrete Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
142	553	S.Y.	Furnish & Install 12-Inch Thick Grouted Rock Rip-Rap complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
143	150	L.F.	Furnish & Install 10' x 6' Box Culverts complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
144	2	L.F.	Furnish & Install TxDOT Type PW Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
145	1	L.F.	Furnish & Install TxDOT Type CH-FW-O Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
146	3	L.S.	Lower Existing Waterline Including Concrete Encasement complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
147	10,500	S.Y.	Furnish, Install & Maintain Hydromulch complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
148	4,500	S.Y.	Furnish, Install & Maintain Solid Block Sod complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
149	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices 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
150	1	L.S.	Furnish, Stormwater Pollution Prevention Plan (SW3P) complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
151	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
152	4	Ea.	Furnish, Install, Maintain & Remove Changeable Message Signs complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
153	1	L.S.	Furnish Trench Safety Plan complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
154	1	L.F.	Install & Implement Trench Safety Plan complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
TOTAL AMOUNT BID (Items 101 Through 154)					

BID ENDORSEMENT FOR BID #017-19, WINNINGKOFF ROAD PHASE 2 Project:

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract. The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the Schedule of Values and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the bid and contract documents:

Addendum No. 1 dated _____ Received _____
Addendum No. 2 dated _____ Received _____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed. **The price portion of the bid is not the only consideration in the award. At the time of bid opening, the project is awarded to the bidder with the lowest sum of A + B.**

The total days bid for this project cannot exceed 180 calendar days.

A - Total Amount
Bid: \$ _____

Total Days Bid: _____

B - Time Bid: \$ _____

Contractor

By: _____
(please print name)

Signature: _____

Title: _____

Seal and Authorization
(If a Corporation)

Address

City, County, State and Zip

Telephone Fax No.

E-Mail Address: _____

SCHEDULE OF VALUES FOR ALTERNATIVE BID
CITY OF LUCAS, TEXAS
STINSON ROAD DRAINAGE AND IMPROVEMENTS

BID SCHEDULE OF VALUES

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
100	6001	7.06	AC	Preparing Right-of-Way complete in place, the sum of _____ Dollars and _____ Cents per Acre	
105	6011	12633.5	SY	Remove Stabilized Base and Asphalt Pavement (2 inch - 6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard	
110	6001	5472.0	CY	Excavation (Roadway) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard	
132	6001	2196.4	CY	Embankment (Final) (Ordinary Compaction) (Type A) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard	
134	6003	89.0	STA	Backfilling Pavement Edges (Type C) complete in place, the sum of _____ Dollars and _____ Cents per Station	
160	6003	21893.3	SY	Furnishing and Placing Topsoil (4 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard	
162	6002	4333.0	SY	Block Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard	
162	6004	15890.8	SY	Mulch Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard	

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
166	6001	4.5	AC	Fertilizer complete in place, the sum of _____ Dollars and _____ Cents per Acre		
247	6449	29.6	CY	Flexible Base (Compacted in Place)(Type D)(Grade 1, 2, 3 or 5)(Final Position) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
260	6079	17280.1	SY	Lime Treated (Subgrade) (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
340	6011	22.9	TN	Dense-Graded Hot-Mixed Asphalt Type-B With PG64-22 Binder complete in place, the sum of _____ Dollars and _____ Cents per Ton		
344	6114	78.2	TN	Superpave Mixtures SP-D PG 64-34 complete in place, the sum of _____ Dollars and _____ Cents per Ton		
344	6114	44.9	TN	Superpave Mixtures SP-D PG 64-34 (Overbuild) complete in place, the sum of _____ Dollars and _____ Cents per Ton		
354	6197	1360.7	SY	Plane Asphalt Concrete Pavement (1.5 inch Micro-Milling) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
360	6000	14550.1	SY	Concrete Pavement (Continuously Reinforced - Continuously Reinforced Concrete Pavement) (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
431	6001	3722.9	CF	Pneumatically placed concrete complete in place, the sum of _____ Dollars and _____ Cents per Cubic Feet		

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
432	6058	85.6	CY	Bedding Material (Variable) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
462	6003	237.0	LF	Concrete Box Culvert (4x2) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
462	6007	142.0	LF	Concrete Box Culvert (5x3) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
462	6010	60.0	LF	Concrete Box Culvert (6x3) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6003	214.0	LF	Reinforced Concrete Pipe (Class III) (18 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6005	161.0	LF	Reinforced Concrete Pipe (Class III) (24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6032	34.0	LF	Reinforced Concrete Pipe (Arch)(Class III)(Design 3) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6033	381.0	LF	Reinforced Concrete Pipe (Arch)(Class III)(Design 4) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
466	6063	2.0	EA	Headwall (Concrete Headwall - Flared wing - 30 Degree Skew) (Diameter = 36 inch) 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
467	6159	2.0	EA	Safety End Treatment (Type I)(S=4 feet)(HW = 7 feet)(6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6192	2.0	EA	Safety End Treatment (Type I)(S=5 feet)(HW = 7 feet)(6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6229	2.0	EA	Safety End Treatment (Type I)(S=6 feet)(HW = 7 feet)(6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6363	14.0	EA	Safety End Treatment (Type II) (18 inch) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6395	4.0	EA	Safety End Treatment (Type II) (24 inch) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6545	2.0	EA	Safety End Treatment (Type II) (Design 3) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
467	6555	6.0	EA	Safety End Treatment (Type II) (Design 4) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
506	6001	272.7	LF	Rock Filter Dams (Install) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6011	272.7	LF	Rock Filter Dams (Remove) 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
506	6022	356.0	SY	Construction Exits (Install) (Type 3) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6024	356.0	SY	Construction Exits (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6038	9507.9	LF	Temporary Sediment Control Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6039	9507.9	LF	Temporary Sediment Control Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
529	6004	317.3	LF	Concrete Curb (Monolithic) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
529	6005	56.0	LF	Concrete Curb (Monolithic) (Type II) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
530	6004	872.5	SY	Driveways (Concrete) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
536	6004	199.9	SY	Concrete Directional Island complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
550	6001	93.5	LF	Chain Link Fence (Install)(6 feet) 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	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	6167	74.1	LF	Reflective Pavement Markings Type II (White) 4 inch (Break) 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
666	6170	9497.6	LF	Reflective Pavement Markings Type II (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6174	147.0	LF	Reflective Pavement Markings Type II (White) 6 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6184	3.0	EA	Reflective Pavement Markings Type II (White)(Arrow) complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6199	12.0	EA	Reflective Pavement Markings Type II (White) 36 inch (Yield Triangle) complete in place, the sum of _____ Dollars and _____ Cents per Each		
666	6205	2333.0	LF	Reflective Pavement Markings Type II (Yellow) 4 inch (Break) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6207	4259.7	LF	Reflective Pavement Markings Type II (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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
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		
678	6002	147.0	LF	Pavement Surface Preparation for Markings (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
678	6009	3.0	EA	Pavement Surface Preparation for Markings (Arrow) complete in place, the sum of _____ Dollars and _____ Cents per Each		
678	6023	12.0	EA	Pavement Surface Preparation for Markings (36 inch)(Yield Triangle) complete in place, the sum of _____ Dollars and _____ Cents per Each		
678	6033	3574.0	EA	Pavement Surface Preparation for Markings (Raised Pavement Markers) 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
500	6001	1.0	LS	Mobilization complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
502	6001	1.0	LS	Barricades, Signs and Traffic Handling complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
510	6001	1.0	LS	One-Way Traffic Control (Flagger Control) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6001	1.0	LS	Portable Concrete Traffic Barrier (Furnish & Install) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6025	1.0	LS	Portable Concrete Traffic Barrier (Move) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6049	1.0	LS	Portable Concrete Traffic Barrier (Remove) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
560	6011	1.0	LS	Mailbox Install - Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6063	1.0	LS	Work Zone Pavement Markings Remove (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6095	1.0	LS	Work Zone Pavement Markings Remove (Yellow) 4 inch (Solid) 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
6001	6001	920.0	DA	Portable Changeable Message Sign complete in place, the sum of _____ Dollars and _____ Cents per Day		
6000	6153	1.0	EA	Replace Access Hole Cover complete in place, the sum of _____ Dollars and _____ Cents per Each		
6295	6001	1.0	EA	Decorative Lighting Assembly complete in place, the sum of _____ Dollars and _____ Cents per Each		
7049	6004	45.0	LF	Water Main Pipe (PVC) (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
7049	6087	2.0	EA	Tapping Sleeve and Valve (12 inch x 6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
7049	6122	3.0	EA	Adjusting Meter Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7049	6161	2.0	EA	Remove and Relocate Fire Hydrant complete in place, the sum of _____ Dollars and _____ Cents per Each		
7126	6007	1.0	EA	Adjusting and/or Relocated Water Meter Box 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
7128	6005	48.0	LF	Mult 3 inch Conduits and Conductors (Bore) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
7152	6021	2.0	EA	Connect to Existing Water Line complete in place, the sum of _____ Dollars and _____ Cents per Each		
7155	6051	1.0	EA	Adjust Existing Sanitation Sewer Manhole Final Grade complete in place, the sum of _____ Dollars and _____ Cents per Each		
7156	6006	3.0	EA	Adjust Existing Fire Hydrant complete in place, the sum of _____ Dollars and _____ Cents per Each		
7164	6013	2.0	EA	Water Gate Valve (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
7164	6019	2.0	EA	Adjust Existing Water Valve Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7167	6009	2.0	EA	Cut and Plug Existing Water Line (2 inch - 12 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
7169	6006	3.0	EA	6 inch Gate Valve and Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7173	6022	14.0	EA	Adjust Valve Box to Grade 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
7177	6003	2.0	EA	Relocate Existing Meter and Meter Box complete in place, the sum of _____ Dollars and _____ Cents per Each		
7180	6010	2.0	EA	Cap Pipe (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
7181	6024	2.0	EA	Relocate Fire Hydrant complete in place, the sum of _____ Dollars and _____ Cents per Each		
SUBTOTAL BID AMOUNT:						

CITY OF LUCAS, TEXAS
BLONDY JHUNE ROAD RECONSTRUCTION

BID SCHEDULE OF VALUES (BASE)

STA. 125+08.65 TO 176+70.18

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
100	6001	3.25	AC	Preparing Right-of-Way complete in place, the sum of _____ Dollars and _____ Cents per Acre	
105	6011	12552	SY	Remove Stabilized Base and Asphalt Pavement (2 inch - 6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard	
110	6001	3609.6	CY	Excavation (Roadway) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard	
132	6001	2540.0	CY	Embankment (Final) (Ordinary Compaction) (Type A) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard	
134	6003	94	STA	Backfill (Type C) complete in place, the sum of _____ Dollars and _____ Cents per Station	
160	6003	4971	SY	Furnishing and Placing Topsoil (4 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard	
162	6002	3840	SY	Block Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard	

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
162	6004	1829	SY	Mulch Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
166	6001	1.03	AC	Fertilizer complete in place, the sum of _____ Dollars and _____ Cents per Acre		
169	6003	76	SY	Soil Retention Blankets (Class 1) (Type C) complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
260	6079	13482	SY	Lime Treated (Subgrade) (6") complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
360	6000	5378	SY	Concrete Pavement (Continuously Reinforced - Continuously Reinforced Concrete Pavement) (6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
360	6002	12660	SY	Concrete Pavement (Continuously Reinforced - Continuously Reinforced Concrete Pavement) (8 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
432	6058	26.9	CY	Bedding Material (Variable) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
432	6060	247.0	CY	Riprap (Type R)(24 inch) (Grouted) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
464	6003	300	LF	Reinforced Concrete Pipe (Class III) (18 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6005	50	LF	Reinforced Concrete Pipe (Class III) (24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6007	80	LF	Reinforced Concrete Pipe (Class III) (30 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6008	120	LF	Reinforced Concrete Pipe (Class III) (36 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
465	6187	1	EA	Inlet (Complete)(Drop)(Type 1) (1 Grate) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6005	2	EA	Headwall (Concrete Headwall - Flared wing - 0 Degree Skew) (Diameter = 24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6007	4	EA	Headwall (Concrete Headwall - Flared wing - 0 Degree Skew) (Diameter = 30 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6009	2	EA	Headwall (Concrete Headwall - Flared wing - 0 Degree Skew) (Diameter = 36 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6039	2	EA	Headwall (Concrete Headwall - Flared wing - 30 Degree Skew) (Diameter = 36 inch) 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
467	6363	20	EA	Safety End Treatment (Type II) (18 inch) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
506	6001	229	LF	Rock Filter Dams (Install) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6011	229	LF	Rock Filter Dams (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6022	356	SY	Construction Exits (Install) (Type 3) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6024	356	SY	Construction Exits (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6038	4604	LF	Temporary Sediment Control Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6039	4604	LF	Temporary Sediment Control Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
529	6005	1471	LF	Concrete Curb (Monolithic) (Type II) 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
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	6170	10461	LF	Reflective Pavement Markings Type II (White) 4 inch (Solid) 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
666	6207	10520	LF	Reflective Pavement Markings Type II (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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
510	6001	1	LS	One-Way Traffic Control (Flagger Control) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6001	1	LS	Portable Concrete Traffic Barrier (Furnish & Install) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6025	1	LS	Portable Concrete Traffic Barrier (Move) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6049	1	LS	Portable Concrete Traffic Barrier (Remove) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
560	6011	1	LS	Mailbox Install - Single (Thin Walled White-Post) Type 4 complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6063	1	LS	Work Zone Pavement Markings Remove (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6095	1	LS	Work Zone Pavement Markings Remove (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
6001	6001	564	DA	Portable Changeable Message Sign complete in place, the sum of _____ Dollars and _____ Cents per Day		
SUBTOTAL BID AMOUNT - BASE:						

CITY OF LUCAS, TEXAS
BLONDY JHUNE ROAD RECONSTRUCTION

BID SCHEDULE OF VALUES (ADD ALTERNATE 1)
STA 108+45.18 TO STA. 121+44.12

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
100	6001	0.76	AC	Preparing Right-of-Way complete in place, the sum of _____ Dollars and _____ Cents per Acre	
105	6011	3265	SY	Remove Stabilized Base and Asphalt Pavement (2 inch - 6 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard	
110	6001	2275.3	CY	Excavation (Roadway) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard	
132	6001	625.4	CY	Embankment (Final) (Ordinary Compaction) (Type A) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard	
134	6003	26	STA	Backfill (Type C) complete in place, the sum of _____ Dollars and _____ Cents per Station	
160	6003	1242	SY	Furnishing and Placing Topsoil (4 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard	
162	6002	1242	SY	Block Sodding complete in place, the sum of _____ Dollars and _____ Cents per Square yard	

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
166	6001	0.26	AC	Fertilizer complete in place, the sum of _____ Dollars and _____ Cents per Acre		
260	6079	3758	SY	Lime Treated (Subgrade) (6") complete in place, the sum of _____ Dollars and _____ Cents per Square yard		
360	6002	3464	SY	Concrete Pavement (Continuously Reinforced - Continuously Reinforced Concrete Pavement) (8 inch) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
432	6058	0.1	CY	Bedding Material (Variable) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
432	6060	86.8	CY	Riprap (Type R)(24 inch) (Grouted) complete in place, the sum of _____ Dollars and _____ Cents per Cubic Yard		
464	6003	30	LF	Reinforced Concrete Pipe (Class III) (18 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
464	6005	93	LF	Reinforced Concrete Pipe (Class III) (24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
466	6005	3	EA	Headwall (Concrete Headwall - Flared wing - 0 Degree Skew) (Diameter = 24 inch) complete in place, the sum of _____ Dollars and _____ Cents per Each		
466	6050	1	EA	Headwall (Concrete Headwall - Flared wing - 45 Degree Skew) (Diameter = 24 inch) 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
467	6363	2	EA	Safety End Treatment (Type II) (18 inch) (Reinforced Concrete Pipe) (6:1) (Precast) complete in place, the sum of _____ Dollars and _____ Cents per Each		
506	6001	36	LF	Rock Filter Dams (Install) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6011	36	LF	Rock Filter Dams (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6022	178	SY	Construction Exits (Install) (Type 3) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6024	178	SY	Construction Exits (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
506	6038	1684	LF	Temporary Sediment Control Fence (Install) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
506	6039	1684	LF	Temporary Sediment Control Fence (Remove) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
530	6004	276	SY	Driveways (Concrete) complete in place, the sum of _____ Dollars and _____ Cents per Square Yard		
533	6002	1224	LF	Rumble Strips (Centerline) 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
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	6170	2235	LF	Reflective Pavement Markings Type II (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
666	6207	2398	LF	Reflective Pavement Markings Type II (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Linear Feet		
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		

Item No.		Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
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		
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		
510	6001	1	LS	One-Way Traffic Control (Flagger Control) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6001	1	LS	Portable Concrete Traffic Barrier (Furnish & Install) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6025	1	LS	Portable Concrete Traffic Barrier (Move) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
512	6049	1	LS	Portable Concrete Traffic Barrier (Remove) (Single Slope) (Type I) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
560	6011	1	LS	Mailbox Install - Single (Thin Walled White-Post) Type 4 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
662	6063	1	LS	Work Zone Pavement Markings Remove (White) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
662	6095	1	LS	Work Zone Pavement Markings Remove (Yellow) 4 inch (Solid) complete in place, the sum of _____ Dollars and _____ Cents per Lump Sum		
6001	6001	240	DA	Portable Changeable Message Sign) complete in place, the sum of _____ Dollars and _____ Cents per Day		
SUBTOTAL BID AMOUNT - ADD ALTERNATE 1:						
SUBTOTAL BID AMOUNT (ADD ALTERNATE 1 + BASE):						

CITY OF LUCAS, TEXAS
Winningkoff Road Phase 2 Paving & Drainage Improvements

BID SCHEDULE OF VALUES

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
101	27	Sta	Prepare Right-of-Way, Insurance, Bonds and Mobilization complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Station		
102	596	S.Y.	Sawcut, Remove & Dispose of Concrete Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
103	4584	S.Y.	Sawcut, Remove & Dispose of Asphalt Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
104	299	S.Y.	Sawcut, Remove & Dispose of Existing Asphalt Driveway complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
105	130	S.Y.	Remove Existing Gravel Driveway complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
106	42	L.F.	Remove & Dispose of 78-Inch CMP complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
107	72	L.F.	Remove & Dispose of 42-Inch RCP and Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
108	38	L.F.	Remove & Dispose of 36-Inch CMP complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
109	100	L.F.	Remove & Dispose of 18-Inch CMP complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
110	72	L.F.	Remove & Dispose of 30-Inch RCP and Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
111	10	L.F.	Remove & Dispose of 24-Inch RCP and Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
112	31	L.F.	Remove & Dispose of 18-Inch RCP and Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
113	12	L.F.	Remove & Dispose of 36-Inch HDPE complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
114	20	L.F.	Remove & Dispose of 12-Inch PVC Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
115	814	L.F.	Remove & Dispose of Pipe Rail Fence complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
116	1	L.S.	Remove & Dispose of PVC Pipes of Various Sizes complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Lump Sum		
117	1	Ea.	Remove & Dispose of Existing WYE Inlet 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
118	3	Ea.	Remove & Replace Existing Sign complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Each		
119	1	L.S.	Relocate Existing Fire Hydrant and Valve complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Lump Sum		
120	1	L.S.	Relocate Existing Water Meter complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Lump Sum		
121	2	L.S.	Relocate Existing Water Vault complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Lump Sum		
122	2	L.S.	Remove & Re-Set Brick Mailbox complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Lump Sum		
123	3	Ea.	Remove & Re-Set Mailbox complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Each		
124	976	S.Y.	Furnish, Install, Maintain & Remove Type 'C' Temporary Asphalt Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
125	7280.7	S.Y.	Furnish & Install 6-Inch Thick 4000 psi Reinforced Concrete Pavement complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
126	767.4	S.Y.	Furnish & Install 6-Inch Thick 3600 psi Reinforced Concrete Driveway, complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
127	750	S.Y.	Furnish & Install 6-Inch Thick 4000 psi High Early Strength Reinforced complete in place, the sum of _____ _____ Dollars		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
			and _____ Cents per _____ Square Yard		
128	8413.2	S.Y.	Construct 6-Inch Lime Treated Subgrade (6% Lime) complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
129	48	L.F.	Furnish & Install Longitudinal Butt Joint complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
130	789	L.F.	Furnish & Install Pipe Rail Fence complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
131	96	L.F.	Furnish & Install 18-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
132	12	L.F.	Furnish & Install 24-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
133	44.55	L.F.	Furnish & Install 30-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
134	84	L.F.	Furnish & Install 36-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
135	45	L.F.	Furnish & Install 42-Inch CL III Reinforced Concrete Pipe complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
136	7	Ea.	Furnish & Install 18-Inch Safety End Treatment 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
137	1	Ea.	Furnish & Install 24-Inch Safety End Treatment complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Each		
138	2	Ea.	Furnish & Install 30-Inch Safety End Treatment complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Each		
139	2	Ea.	Furnish & Install 42-Inch Safety End Treatment complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Each		
140	1	Ea.	Furnish & Install 4'x4' Drop Inlet and Connect to Existing HDPE complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Each		
141	1	Ea.	Furnish & Install 18-Inch CH-FW-0 Reinforced Concrete Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Each		
142	553	S.Y.	Furnish & Install 12-Inch Thick Grouted Rock Rip-Rap complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Square Yard		
143	150	L.F.	Furnish & Install 10' x 6' Box Culverts complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
144	2	L.F.	Furnish & Install TxDOT Type PW Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		
145	1	L.F.	Furnish & Install TxDOT Type CH-FW-O Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per _____ Linear Foot		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
146	3	L.S.	Lower Existing Waterline Including Concrete Encasement complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
147	10500	S.Y.	Furnish, Install & Maintain Hydromulch complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
148	4500	S.Y.	Furnish, Install & Maintain Solid Block Sod complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
149	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Devices complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
150	1	L.S.	Furnish, Stormwater Pollution Prevention Plan (SW3P) complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
151	1	L.S.	Furnish, Install, Maintain & Remove Traffic Control Devices complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
152	4	Ea.	Furnish, Install, Maintain & Remove Changeable Message Signs complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
153	1	L.S.	Furnish Trench Safety Plan complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
154	1	L.F.	Install & Implement Trench Safety Plan complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
SUBTOTAL AMOUNT BID (Items 101 Through 154)					

BID ENDORSEMENT FOR ALTERNATIVE BID:

The Contractor hereby agrees to commence work within Ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ calendar days after the date of the written notice to commence work subject to such extensions of time as are provided by the General and Special Conditions. The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

In the event of the award of a contract to the undersigned, the undersigned will furnish a Performance Bond and Payment Bond for the full amount of the contract. The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the Schedule of Values and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the bid and contract documents:

Addendum No. 1 dated _____ Received _____
 Addendum No. 2 dated _____ Received _____

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements. Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks completed. **The price portion of the bid is not the only consideration in the award. At the time of bid opening, the project is awarded to the bidder with the lowest sum of A + B.**

**Stinson Road Paving and Drainage Improvements,
 Blondy Jhune Road Reconstruction (Base), &
 Winningkoff Road Phase 2**

**Stinson Road Paving and Drainage Improvements,
 Blondy Jhune Road Reconstruction (Base +Add
 Alternative 1), & Winningkoff Road Phase 2**

A - Total Amount Bid: \$ _____

A - Total Amount Bid: \$ _____

Total Days Bid: _____

Total Days Bid: _____

B - Time Bid: \$ _____

B - Time Bid: \$ _____

 Contractor

By: _____
 (please print name)

Signature: _____

Title: _____

Seal and Authorization
 (If a Corporation)

 Address

 City, County, State and Zip

 Telephone Fax No.

E-Mail Address: _____

SECTION IV
REQUIRED FORMS

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

(Print Name)

(Title)

STATE OF TEXAS §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2019.

Notary Public, State of Texas

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. _____

Contractor: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ Other
_____ Corporation _____ Joint Venture

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

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

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

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

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

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

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

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

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

List your most current agreements/contracts, with information, similar to the type of work bid.
(Use Additional Sheets if Necessary)

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email _____

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

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

- | | | | | | | |
|------------------|----|---------------------|-------|-----|-------|----|
| Is the company a | 1. | Sole Proprietorship | _____ | Yes | _____ | No |
| | 2. | General Partnership | _____ | Yes | _____ | No |
| | 3. | Limited Partnership | _____ | Yes | _____ | No |
| | 4. | Corporation | _____ | Yes | _____ | No |
| | 5. | Other | _____ | Yes | _____ | No |

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

_____ No _____ Yes if yes, specify: _____ MBE _____ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

_____ No _____ Yes

If yes, specify the governmental agency: _____

Date of certification: _____

SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: _____ Small _____ WBE _____
 MBE _____

_____ Non-S/M/WBE

Description: _____ Contract/Solicitation Number: _____

Check the applicable: _____ **Subcontracting/Vendor Opportunities** _____ **Sole Source** _____ **Direct Purchase**

NOTE: If contract is a sole source and/or direct purchase, please enter the dollar amount of work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify ALL participating subcontractors/suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

BUSINESS STATUS					Description of Commodity, Material, or Service	Dollar Amount
Name of company performing work	SM.	MBE	WBE	Non S/M/WBE		
						\$
						\$
						\$
						\$
						\$
Dollar Amount of Work to be completed by Non-S/M/WBE Subcontractors						\$
Dollar Amount of Work to be completed by S/M/WBE Subcontractors						\$
Total (the total amount shall equal the amount proposed on summary of proposal page)						\$

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, the certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the City's Business Diversity Program) in support of the City's small/minority/women business program good faith efforts.

Name and Title of Signer: _____

Signature: _____

Date: _____

WORK FORCE COMPOSITION

Name of Firm _____ Area Code/Phone Number _____

Address City _____ State _____ Zip _____

Typed Name & Title of Authorized Executive _____

Full Time Employees	Total Number of Employees			White			American Indian			Black			Hispanic			Other		
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%
Admin & Managerial																		
Professional																		
Technical																		
Sales Workers																		
Office & Clerical																		
Skilled Workers																		
Semiskilled Workers																		
Unskilled Workers																		
Apprentices																		
Seasonal, Temp & Part Time																		
TOTAL																		

WORK FORCE COMPOSITION

Remarks _____

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof.

Name and Title of Signer: _____
(Please print or type)

Signature: _____ Date: _____

(*Please use additional sheets to identify the ethnicity of employees identified in this category.)

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF COLLIN

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 Work Order No. _____ for the contract designated as

BLONDY JHUNE ROAD RECONSTRUCTION (BID NO. 016-19)

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

(Signature)

Title

Sworn to and subscribed before me this _____ day of _____, 2019.

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 any partnership. If the contractor is a joint-venture in which a corporation is a party, separate affidavit 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.

BIDDER/VENDER APPLICATION

CITY OF LUCAS VENDOR REGISTRATION FORM
VENDOR MUST ALSO SUBMIT FORM W9 WITH VENDOR REGISTRATION

Vendor Number: _____ Entry Date: _____
(to be completed by Lucas)

Bidder/Vendor Application

Complete this application and email it to agibson@lucastexas.us and stanton@lucastexas.us.

Company Name: _____ Tel: () _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Fax: _____ Tax I.D. NO: _____

Remit to Address: _____ City: _____ State: _____ Zip: _____

Do you accept a **Credit Card** for payment? Yes _____ No _____ **EFT?** Yes _____ No _____

Representative(s) Name & Title _____

Type of Organization (check one) Individual: _____ Partnership: _____ Corporation: _____

State of Incorporation: _____ Other _____

Type of Business (check one) Manufacturer: _____ Wholesaler: _____ Retailer: _____ Broker: _____

Distributor: _____ Service Organization: _____ Other _____

Name & Title of Person(s) Authorized to Sign Bids , and/or Contracts: _____

Small and/or Disadvantaged Business Information (check applicable criteria)

Small Business:

- _____ Less than 50
- _____ 51-99 employees
- _____ Less than \$1 million annual gross receipts
- _____ \$1-3 million annual gross receipts

Disadvantaged Business

(At Least 51% Ownership)

- _____ Black American
- _____ Hispanic American
- _____ Asian Pacific American
- _____ Native American
- _____ Women

- I am a currently employed by the City of Lucas
- I have previously been employed by the City of Lucas Employment date: _____
- I am related to an employee of the City of Lucas Employee name: _____

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature: _____ Date: _____

Print Name & Title of

Signatory: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

2. Are filing an update to a previously filed questionnaire. YES _____ NO _____

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes _____ No _____

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes _____ No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____ No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4. Signature of person doing business with the governmental entity Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between _____ The City of Lucas, Texas, a municipal corporation, of the County of _____ Collin _____ and State of Texas, acting through _____ Its City Manager _____

_____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____

_____ of the City of _____, County of _____ and State of _____ Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**Blondy Jhune Road Reconstruction
Bid No. 016-19**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) 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 Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within _____ (_____) **calendar days** after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF LUCAS, TEXAS
Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By: _____
Joni Clarke, City Manager

By: _____

Attest: _____
Stacy Henderson, City Secretary

Attest: _____

STATE OF TEXAS

§

BID BOND

COUNTY OF COLLIN §

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within _____ consecutive calendar days.

Enclosed with this proposal is a Certified Check for an amount not less than 5% of the total base bid or a Bid Bond in the sum of \$_____ which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within SIXTY (60) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

Bids submitted without required check or bid bond will be considered non-responsive.

Contractor (Firm Name)

By: _____

Title: _____

Address

City: _____ State: _____ Zip: _____

Phone

Fax

STATE OF TEXAS §

§ PERFORMANCE BOND

COUNTY OF COLLIN §

That _____ of the City of _____, County of _____, State of Texas ("Principal"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Lucas, Texas ("Owner"), in the penal sum of \$_____ (not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2019, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall fully and faithfully execute the work and perform the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

Provided, however, that this Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contract, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of 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.

Surety agrees that the Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two years from the date of completion and acceptance of the improvement by the Owner.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2019.

Principal: _____

Surety (for all Notices/Claims to be received hereunder): _____

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

STATE OF TEXAS §

PAYMENT BOND

COUNTY OF COLLIN §

That _____ of the City of _____, County of _____, State of Texas ("Principal"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Lucas, Texas ("Owner"), in the penal sum of \$_____ (not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2019, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and, in all respects, duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2019.

Principal: _____

Surety (for all Notices/Claims to be received hereunder): _____

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

MAINTENANCE BOND

THE STATE OF TEXAS }

} KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN }

That _____ of the City of _____, County of _____, State of Texas ("Principal/Contractor"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Lucas, Texas ("Owner"), in the sum of \$_____ (not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal/Contractor has entered into a certain written contract with the Owner, dated the _____ day of _____, 2019, which contract, together with all plans, specifications and requirements therein mentioned, is referred to and made part hereof the same as if fully copied 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 the acceptance of said work, and to do all necessary repairs and/or reconstructing in whole or in part of said improvements that should be occasioned by defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidation 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 not 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, Texas shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and 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 Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2019.

Principal:

Surety (for all Notices/Claims to be received hereunder):

By: _____

By: _____

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

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

SECTION V
EXHIBITS

CITY OF LUCAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Lucas shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Lucas Purchasing Division (214)509-4630 or the City of Lucas Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification.

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

City of Lucas Project or Bid Number: _____

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage (“certificate”) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entities’ 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 had been completed and accepted by the governmental entity.

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

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service 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 the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

CITY OF LUCAS STANDARD CONTRACT

CITY OF LUCAS, TEXAS

PUBLIC WORKS CONSTRUCTION PROJECT

**Insert name of bid,
bid #,
Vendor name**

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City of Lucas, Texas

This Agreement is made by and between the City of Lucas, Texas, a home-rule municipality (hereinafter referred to as the "City") and [ENTER CONTRACTOR LEGAL NAME], (hereinafter referred to as the "Contractor") for construction of [ENTER PROJECT NAME], (hereinafter referred to as the "Project"), the City and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The contract between the City and the Contractor, of which this agreement (sometimes referred to herein as the "Contract") is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this agreement, the General Conditions, the Special Conditions, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, the Drawings, the Shop Drawings, the Project Manual, all Change Orders and Field Orders issued hereafter, the addenda, exhibits and attachments thereto, any other amendments hereto executed by the parties hereafter, together with the following (if any):

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the City and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The word "City" includes the City of Lucas, Texas, a municipal corporation, and its public officials, officers, employees, agents and employees. The word "Contractor" includes the Contractor and its officers, employees, agents and representatives. The word "include", "includes", or "including", as used in this subparagraph and in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Engineer of the Contract Documents, Shop Drawings or Product Data, shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the Engineer to only prepare documents for the Project, including the Drawings, Plans and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. THE CONTRACTOR ASSUMES ALL RISK OF ERRORS, AMBIGUITIES AND INACCURACIES.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them individually and collectively, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

ARTICLE II THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, permits and licenses required of the Contractor, power, water, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Approximate quantities for **[ENTER PROJECT NAME]** include **[ENTER MAJOR BID ITEMS AND QUANTITIES]**; and other miscellaneous improvements as shown on the plans and in accordance with the specifications.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III CONTRACT TIME

3.1 SUBSTANTIAL COMPLETION

3.1.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.2 TIME

3.2.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than *[ENTER NUMBER OF CALENDAR DAYS FOR PROJECT DURATION]* calendar days from the date specified in the Notice to Proceed. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time" and the "scheduled completion date." The execution of this Contract by the Contractor constitutes an agreement that adequate time has been allotted for this Contract, given the Contract Price.

3.2.2 Work may proceed on any day of the week, including weekends, and at any time of the day. However, work shall not occur on such days or at such times as, in the City's or Engineer's discretion, may be a violation of noise or environmental regulations or ordinances, or when the presence of workers, equipment or materials may create an abnormally hazardous condition.

3.2.3 The Contractor shall submit and comply with construction schedules establishing completion timelines and deadlines for each component of the Project. Construction schedules shall be submitted to and approved by the Engineer and the City on a regular basis as required by the Contract Documents. If no reference is made to construction schedules in the Contract Documents, then construction schedules shall be submitted with each Application for Payment.

3.3 TIME IS OF THE ESSENCE

3.3.1 The scheduled completion date is based on public necessity. The scheduled completion date is factored into and is a material component of the Contract Price. All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.3.2 **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT ON OR BEFORE THE SCHEDULED COMPLETION DATE. THE SCHEDULED COMPLETION DATE IS A DEADLINE. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY REGARDING THE TIME FOR COMPLETION.** The time for completion is an essential and material term of this Contract and the Contractor's failure to achieve substantial completion on the date stated herein, to comply with work schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

3.3.3 The City will assess liquidated damages for late or untimely performance and may, at the City's sole option, elect to allow Contractor to continue with the Work, or may declare Contractor to be in breach and default of the Contract and order Contractor to remove all equipment and personnel from the work site. All remedies for Contractor's late performance shall be nonexclusive and cumulative without waiver of any other, and the City's election of one shall not preclude the City from pursuing any other.

3.3.4 It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and in the contract price and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors or of utilities that may be performing work at the Project site unrelated to this Contract. These delays have been considered and included in the determination of the scheduled completion date and the Contract Price.

3.4 LIQUIDATED DAMAGES; EARLY COMPLETION BONUS

3.4.1 The Contractor shall pay the City the sum of \$_____ *[ENTER DAILY LIQUIDATED DAMAGE AMOUNT]* per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a

penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. If the Contractor has submitted a Statement of Delay with the appropriate Application for Payment as required by Subparagraph 5.2.3, and/or has complied with the notice and Change Order requirements of this Contract, the Engineer shall have sole discretion to determine whether a delay is excused or unexcused and the Engineer's determination thereof shall be final and binding on the parties.

3.4.2 In the event that the Contractor achieves certification by the Engineer of Final Completion prior to _____ **[ENTER DATE FOR EARLY COMPLETION BONUS]** Calendar days from the date specified in the Notice to Proceed, the City shall pay to the Contractor the sum of \$ _____ **[ENTER DAILY AMOUNT OF INCENTIVE]** per day for each calendar day that Final Completion is certified in advance of the scheduled Final Completion date, as that date may be modified by written change order. However, early completion bonuses shall not, in the aggregate, exceed the total sum of \$ _____ **[ENTER MAXIMUM AMOUNT OF EARLY COMPLETION BONUS]**. Any reduction in the scope of work, evidenced by written change order, shall commensurately reduce the Contract Time.

3.5 NO DAMAGES FOR DELAY; NO BACK-CHARGES; DAMAGE WAIVER

3.5.1 No claim shall be made by the Contractor to the City, and no damages, costs or extra compensation shall be allowed or paid by the City to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance, regardless of cause, shall be to request time extensions by written change orders as provided for hereinafter. The failure to seek or obtain a change order for time extension shall be deemed a waiver thereof and Contractor shall be regarded as having made a determination that the delay will not affect the completion of the Work. Should the Contractor be delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause unrelated to any act or omission of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.2 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the City or City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm. The Contractor shall not be compensated for periods of delay caused by a suspension of the work by the City. If work is suspended due to unsuitable conditions through no fault of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.5.3 The Contractor shall not have or assert any claim against the City for damages or back-charges of any kind for any reason, including but not limited to claims for Extra Work, damages, economic loss, additional costs, unknown latent site conditions, and refusals by the City to grant extensions of time, unless supported and authorized by a written Change Order or separate agreement signed by all parties. The Contractor, in entering into this Contract, hereby waives, releases, quitclaims, discharges and holds harmless the City from and against any and all claims, damages, liabilities and losses, save and except those arising under Paragraph 12.1 of this Contract.

ARTICLE IV CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of **\$(ENTER CONTRACT AMOUNT)**.

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract, or the assessment of liquidated damages or the award of an early completion bonus.

ARTICLE V
PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 The Schedule of Values, submitted to and accepted by the City and Engineer at the time of the Contractor's bid, allocates the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall have been prepared, or at the City's or Engineer's request shall be amended prior to the commencement of construction, in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract.

The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Engineer and the City.

5.2 PAYMENT PROCEDURE

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 PROGRESS PAYMENTS - Based upon the Contractor's Applications for Payment submitted to the Engineer and upon Certificates for Payment subsequently issued to the City by the Engineer, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 APPLICATION FOR PAYMENT - On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Engineer in such form and manner, and with such supporting data and content, as the City or the Engineer may require. The Contractor may request payment for that portion of the Contract Price properly allocable to Contract requirements properly provided and to labor, materials and equipment properly incorporated in the Work, less retainage and less the total amount of previous payments received from the City. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Engineer shall determine and certify to the City the amount properly owing to the Contractor. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Engineer's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Engineer less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The Engineer's certification of the Contractor's Application for Payment shall not preclude the City from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 STATEMENT OF DELAY - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.2.5 RETAINAGE - If the Contract Price set forth in Subparagraph 4.1.1 exceeds \$400,000, the City shall withhold retainage of ten (10) percent from each progress payment to secure performance of the Contract and shall deposit in an interest-bearing account that portion of the retainage withheld that exceeds five (5) percent of the progress payment. If a different percentage is set forth in the Invitation to Bid, then that percentage shall apply.

5.2.6 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City when installed at the Project site, regardless of the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.7 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the

Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.8 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict compliance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

(a) defective Work not remedied by the Contractor or, in the opinion of the City, likely to be remedied by the Contractor;

(b) claims of third parties against the City or the City's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

(e) evidence that the Work will not be completed in the time required for substantial or final completion (final completion meaning the full and final completion of all work called for by this Contract and final acceptance by the Engineer and the City);

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the City or a third party to whom the City is, or may be, liable.

(h) failure to submit an updated project schedule in accordance with Subparagraph 3.2.3.

(i) failure to submit record drawings in accordance with Subparagraph 7.9.1.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The City shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within twenty (20) days after the date established herein for payment to the Contractor by the City, the City, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the City and the Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the City have been received. Late payments shall not accrue interest or other late charges.

5.5 CERTIFICATE OF SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer and the City on the basis of an inspection determine that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. In no event, however, shall the date of Final Completion be delayed. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work; however, the maintenance bond required herein, and the assurances given thereunder, shall commence of and from the date of final acceptance of the work by the City. The Certificate of Substantial Completion shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City shall pay the Contractor for all work completed to date, less retainage.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the City that the Project is complete and the

Contractor is entitled to the remainder of the unpaid Contract Price (including retainage and the interest accrued on the retainage in excess of five (5) percent if the Contract Price is in excess of \$400,000), plus an early completion bonus, if any, less any amount withheld pursuant to this Contract. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the City the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. Liquidated damages shall be deducted first from any earned early completion bonus, then from any sums otherwise due to the Contractor.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.6.3 The City shall make final payment of all sums due the Contractor within thirty (30) days of the Engineer's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Other than interest on retainage in excess of 5% under Paragraph 5.2.5, under no circumstances shall Contractor be entitled to receive interest on any payments or monies due Contractor by the City, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI THE CITY

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY

6.1.1 The City shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The City shall furnish the Contractor, free of charge, two copies of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, if the Contractor fails to meet milestones set forth in approved construction schedules, if the City has sufficient reason to believe that the Contractor is not and will not complete the Project by the scheduled completion date, or if the best interests of the public health, safety or welfare so require, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 CITY'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the City under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

ARTICLE VII THE CONTRACTOR

7.1 MUST FOLLOW CONTRACT

7.1.1 The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction. The Contractor shall perform the Work strictly in accordance with this Contract

7.2 PROSECUTION OF WORK

7.2.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.2.2 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.2.3 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.2.4 The City will not interfere with the Contractor's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with the Contractor's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, the Contractor is and shall be estopped from claiming any interference by the City or Engineer with the Contractor's manner and means of performing that part of the Work.

7.3 WARRANTY

7.3.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. **THE CONTRACTOR WARRANTS AND GUARANTIES THAT IT SHALL COMPLETE THE WORK AND ACHIEVE SUBSTANTIAL COMPLETION BY THE SCHEDULED COMPLETION DATE, STRICTLY IN ACCORDANCE WITH THIS CONTRACT. DEFECTIVE WORK OR MATERIALS SHALL BE FIXED, REPAIRED OR REPLACED FREE OF CHARGE OR COST TO THE CITY.**

7.4 PERMITS; FEES; LICENSES

The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.5 SUPERVISION

7.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the City or the Engineer.

7.5.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.5.2 as though such individuals had been listed above.

7.6 WORK SCHEDULE

7.6.1 At the pre-construction meeting, the Contractor shall submit to the City and the Engineer for their information, the Contractor's schedule for completing the Work (also referred to herein as the construction schedule). The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the City and the Engineer.

7.6.2 The Contractor's schedule for completing the Work and any revised schedules, shall demonstrate achievement of substantial completion by the scheduled completion date. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a default and a material breach of this Contract.

7.7 ON-SITE DRAWINGS

7.7.1 The Contractor shall continuously maintain at the site, for the benefit of the City and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the City and Engineer the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.8 RECORD DRAWINGS/PLANS, AS-BUILT PLANS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

7.8.1 The Contractor shall submit, with each Application for Payment, As-Built plans for any and each part or portion of the Project that varies from the Engineer's plans and specifications and the Contract Documents.

7.8.2 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.8.3 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of this Contract.

7.9 CLEANING THE SITE AND THE PROJECT

7.9.1 The Contractor shall keep the site reasonably clean during performance of the Work. The Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials during construction and, upon completion of construction, shall clean the site and remove all such material together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a landfill approved by the Texas Commission on Environmental Quality. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the contract price.

7.10 ACCESS TO WORK AND INSPECTIONS

7.10.1 The City and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the City or the Engineer, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.11 INDEMNITY AND DISCLAIMER

7.11.1 CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, INJURY OR LOSS TO ANY PROPERTY, OR ECONOMIC LOSS, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT WAIVING THE CITY'S GOVERNMENTAL, SOVEREIGN OR OTHER IMMUNITIES OR DEFENSES AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE CITY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.11.2 The Contractor will secure and maintain contractual liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with City a standard form Certificate of Insurance evidencing the required coverage.

7.11.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.12 NONDISCRIMINATION

7.12.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be affected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.13 PREVAILING WAGE RATES

7.13.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request (or attached to this contract as a part of the exhibits), which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to insure compliance with this provision.

7.14 JOB SITE SAFETY PRECAUTIONS

7.14.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Engineer during the progress of the Work.

7.15 WARNING DEVICES AND BARRICADES

7.15.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Engineer to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.16 PROTECTION OF UTILITIES AND OTHER CONTRACTORS

7.16.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense. The Contractor shall coordinate any utility conflicts with the owner of the utility and no extension of time will be requested or given if adequate coordination is not provided by Contractor.

7.16.2 The Contractor understands and acknowledges that other contractors of the City or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the scheduled completion date. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Engineer and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII CONTRACT ADMINISTRATION

8.1 THE ENGINEER

8.1.1 When used in this Contract the term "Engineer" does not necessarily denote a duly licensed, trained or certified engineer; as used herein, the term shall be used interchangeably and shall mean a designated Engineer, Engineer, or Contract Administrator (who may not be an architect or engineer) for the City, said person to be designated or re-designated by the City prior to or at any time during the Work hereunder. The Engineer may be an employee of the City or may be retained by the City as an independent contractor but, in either event, the Engineer's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Engineer notwithstanding the contractual relationship between the City and Engineer, the title of Contract Administrator, or the fact that the Engineer is an employee of the City. In the event the City should find it necessary or convenient to replace the Engineer, the City shall retain a replacement Engineer and the status of the replacement Engineer shall be that of the former Engineer.

8.2 ENGINEER'S ADMINISTRATION

8.2.1 The Engineer, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the City's representative from the effective date of this Contract until final payment has been made.

8.2.2 The City and the Contractor shall communicate with each other in the first instance through the Engineer.

8.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Engineer will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Engineer shall determine all claims and matters in dispute between the Contractor and City with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Engineer within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute and the Engineer shall render a written decision within a reasonable time thereafter. The Engineer's decisions shall be final and binding on the parties. In the event that either party objects to the Engineer's determination as to any submitted dispute, that party shall submit a written objection to the Engineer and the opposing party within ten (10) days of receipt of the Engineer's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the City's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City and the Engineer written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this

Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.4 EXTRA WORK

8.4.1 The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.4.2 The parties acknowledge and agree that there shall be no payment made by the City to the Contractor without a written agreement (either a separate contract or a written Change Order) signed by the parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Engineer or City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the Engineer and executed by the City. The Contractor's failure to obtain a written, signed Change Order prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work.

8.5 CLAIMS FOR ADDITIONAL COSTS OR TIME; CONTRACT PRICE INCREASE

8.5.1 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any right to or claim for additional compensation.

8.5.2 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors. The City shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the City.

8.5.3 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which

during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City and the Engineer, for such reasonable time as the Engineer may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.6 FIELD ORDERS

8.6.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.7 MEDIATION

8.7.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Engineer and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year

after the Engineer's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.7.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Engineer in accomplishing the timely completion of the Project.

ARTICLE IX SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the City.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

9.2.3 The Contractor shall indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the City by or on behalf of any Subcontractor.

ARTICLE X CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the City and the Engineer, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties, and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the City and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the City and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall

present, in such form and with such content as the City or the Engineer require, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Engineer's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Engineer shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the City and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Engineer's request or to any provisions of this Contract, it shall, if required by the Engineer or the City, be uncovered for the Engineer's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time or Contract Price.

11.1.2 If any of the Work is covered in a manner consistent with the Engineer's request or the provisions of this Contract, it shall, if required by the Engineer or City, be uncovered for the Engineer's inspection. If such Work conforms strictly to this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform to this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Engineer as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for the Engineer's services and expenses made necessary thereby.

11.2.2 If within four (4) years after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this four year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the four year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 CITY MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so at its sole discretion. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII CONTRACT DEFAULT AND TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon fifteen (15) days' written notice to the City and the Engineer, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the City shall have fifteen (15) days to remedy its failure and if not so cured, the Contractor may terminate performance under this Contract by written notice to the Engineer and the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE CITY

12.2.1 FOR CONVENIENCE

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the City and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

12.2.1.5 The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly by amounts withheld by the City and reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 The following constitute grounds for termination of this Contract by the City:

(a) the Contractor's failure or refusal to prosecute the Work in a timely manner;

(b) The Contractor abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the City;

(c) the Contractor fails to meet milestones or comply with approved construction schedules;

(d) the Contractor fails to grant or allow access to the jobsite by the City or Engineer;

(e) the Contractor fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials;

(f) the Contractor fails to make prompt payment to Subcontractors or for materials or labor;

(g) the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or,

(h) the Contractor is otherwise guilty of a violation of a material provision of this Contract. In the event of the occurrence of any one or more of the above events, the City may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor, exclude the Contractor from the job site, and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Engineer's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

12.3 USE OF THIRD-PARTY OVERSIGHT OR CONSTRUCTION MANAGER

12.3.1 Should the City allow the Contractor to continue its performance of Work notwithstanding an event of default specified in Subparagraph 12.2.2.1, or should there be an imminent potential of default, the City, at its sole option and within its sole discretion, may retain a third-party construction manager to document the events of default and oversee further progress of the Work. The use of a third-party construction manager shall not prevent the City from declaring the Contractor to be in default and the City may, at its sole option and within its sole discretion, terminate this Contract at any time. Should the City retain a third-party construction manager, the costs thereof shall be withheld from any amounts due Contractor upon termination. The City's exercise of this option shall be without prejudice to any other right or remedy available to the City by law or under this Contract.

**ARTICLE XIII
INSURANCE**

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at its own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this Contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	As set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
City's Protective	\$600,000 per occurrence
Liability Insurance	\$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or City's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

13.3 ADDITIONAL INSURED

13.3.1 The City and the Engineer shall be named as an additional insured on the Commercial General Liability (Public), City's Protective Liability, and Excess/Umbrella Liability Insurance Policies furnished by the Contractor.

13.4 WRITTEN NOTIFICATION

13.4.1 Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the City of Lucas, Attention: _____, 665 Country Club Road, Lucas, TX 75002-7561.

13.5 PREMIUMS AND ASSESSMENTS; SUBROGATION

13.5.1 Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor. Insurance Companies shall have no right of subrogation against the City or the Engineer.

13.6 CERTIFICATE OF INSURANCE

13.6.1 Proof that the insurance is in force shall be furnished to the City on Standard Certificate of Insurance Forms. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City, the contractor shall furnish the City proof of identical continued coverage no later than thirty(30) days prior to the expiration date shown on the Certificate of Insurance.

13.7 PRIMARY COVERAGE

13.7.1 The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the City, for its benefit, including self-insurance.

13.8 WORKER'S COMPENSATION INSURANCE COVERAGE

13.8.1 The Contractor shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

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

(4) obtain from each person providing services on a project, and provide to the governmental entity:

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

(B) 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;

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

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

(7) post a notice on each project site 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. This notice shall comply with the requirements established by the Division of Workers Compensation of the Texas Department of Insurance, or its successor agency.

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) 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;

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

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

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

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

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

(G) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Exclusive venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Collin County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

14.4 SURETY BONDS

14.4.1 The Contractor shall furnish separate performance and payment bonds to the City, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract by the Contractor and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the full Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the

Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the City a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 FORCE MAJEURE

14.5.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and Engineer within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment. Notwithstanding, if the Contractor's failure to perform continues for more than twenty (20) calendar days, the City may at its option terminate this Agreement immediately and pursue such rights and remedies as may be allowed under Subparagraph 12.2.2 of this Contract.

14.6 IMMUNITIES; DEFENSES

14.6.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

14.7 NO RIGHTS IN THIRD PARTIES

14.7.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

14.8 SEVERABILITY

14.8.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.9 AMENDMENTS; NO WAIVER

14.9.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.10 NOTICES

14.10.1 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed to the other party or Engineer at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Engineer.

EXECUTED in single or multiple originals, this _____ day of _____, 20____.

CITY OF LUCAS, TEXAS

CONTRACTOR:

Mayor or City Manager

(Type/Print Name and Title)

(Signature)

ATTEST: _____
(Street Address)

City Secretary

(City/State/Zip)

APPROVED TO FORM

City Attorney

**SECTION VI
SPECIAL
CONDITIONS**

**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. AWARD OF CONTRACT

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 CONSTRUCTION STAKES

Delete in its entirety and substitute therefore the following:

The City of Lucas will furnish and set control stakes to establish the baseline (not layout stakes) for this project as follows:

1. Horizontal Control: Start of project, P.C.'s, P.T.'s, P.I.'s, and end of project.
2. Vertical Control: Temporary benchmarks at 500 foot spacing on each section of the project.

The stakes set by the City of Lucas will be set sufficiently in advance of the work to avoid delay. The Contractor will be held responsible for the preservation of all stakes and marks, and if, in the opinion of the City of Lucas, any of the stakes or marks have been carelessly or willfully disturbed by the Contractor, the cost of replacing them will be charged against him and deducted from the payment for the work.

The Contractor shall 'furnish and set free of charge additional stakes and other materials and templates necessary for making and maintaining points and lines, including layout stakes, line and grade stakes for grading, paving, culverts, utilities, storm sewer lines and appurtenances.

The City of Lucas will perform such checking of the Contractor's stakes as considered necessary by the City of Lucas. Such checking by the City of Lucas will in no way release the Contractor of his responsibility

for the correctness of the stakes or the responsibility for checking to insure that the work is constructed to the lines and grades as shown on the plans.

Establishment of the aforementioned lines and grades by the Owner shall in no way release the Contractor of the responsibility of the correctness of the stakes or the responsibility for checking to insure that the work is constructed to the lines and grades as shown on the plans.

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

SC.03 LOCATION OF PROJECT

This project is located in the City of 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 FORMS, PLANS & SPECIFICATIONS

Plans, specifications and bid documents may be examined without charge at the office of Birkhoff, Hendricks & Carter, L.L.P., Professional Engineers, 11910 Greenville Ave., Suite 600, Dallas, Texas 75243, and may be acquired on request for the price of One Hundred Dollars (\$100.00) per set (**non-refundable**). Contact: Joe Grajewski, P.E. at (214) 361-7900 to purchase plans. The documents may also be downloaded from the City of Lucas website: <https://www.lucastexas.us/bid-postings>.

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 QUALIFICATION OF BIDDER AND AWARD OF CONTRACT

It is the intention of the Owner to award a contract for the work included in this project on the basis of the lowest acceptable bid submitted by a qualified bidder, as determined by the Owner.

Prior to award of the contract, the bidder shall submit such evidence as the Owner may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include (1) the bidder's current financial statement including amount of funds readily available to commence and carry out the work, (2) a list of equipment available for this project, (3) a list of projects that have been satisfactorily completed by the bidder that are of the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work, and (4) other information that may be pertinent to the bidder's qualifications.

Should the bidder fail to produce evidence satisfactory to the Owner on any of the foregoing points he may be disqualified, and the work awarded to the next bidder so qualifying.

SC.08 ADDENDA

SC.09 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

SC.10 COPIES OF PLANS AND SPECIFICATIONS FURNISHED

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

SC.11 STATE AND CITY SALES TAXES

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.

SC.14 CONCRETE & HOT MIX ASPHALTIC CONCRETE MIX DESIGNS

The Contractor shall submit proposed concrete and hot mix asphaltic concrete (HMAC) mix designs for each class of concrete and HMAC to the Owner for review and acceptance. Concrete mix designs shall be proportioned according to the requirements of A.C.I. 318-83, and include data from field experience and/or trial mixtures with the results of confirmation cylinders. The mix designs and supporting data shall be submitted and accepted at least fourteen (14) calendar days prior to placing concrete or HMAC.

SC.15 PERMITS AND RIGHT-OF-WAY

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of work, unless otherwise specified herein.

SC.16 PROPERTY LINES & MONUMENTS

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

SC.17 EXISTING STRUCTURES

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

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

SC.19 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.20 FENCES, DRAINAGE CHANNELS AND CROP DAMAGE

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

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

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

SC.21 PROJECT MAINTENANCE

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

SC.22 CLEANUP

The Contractor shall at all times keep the job site as free from all material, debris and rubbish as is practicable and shall remove same from any portion of the job site as construction of that portion is completed. No item of work will be considered complete for payment purposes until required cleanup has been performed.

Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him and leave the site with an acceptable appearance. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

SC.23 GUARANTY AGAINST DEFECTIVE WORK

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of final acceptance of the work.

SC.24 TESTING AND QUALITY CONTROL

A. Testing Materials

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

B. Quality Control

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

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

1. Contractor shall employ a certified testing Laboratory to perform density testing in accordance with TxDOT procedure tex-115-e. All test results shall be submitted to the engineer. Test locations shall be marked in the plans and submitted with the results.

2. Contractor shall employ a certified testing laboratory for concrete sampling and testing in accordance with astm c31-75 and astm c39-79 and temperature. One set of five (6in x 12in) concrete cylinders (test one at three, one at seven, and two at 28 days) for each day's production. If the two 28 days test fail to meet required strength, test the 5th cylinder at 48 days. Cost of concrete testing shall be included in concrete pour operations at no additional cost. All test results shall be submitted to the engineer. Test locations shall be marked in the plans and submitted with the results. Concrete shall be sampled at point of discharge and indicated as such on report.

3. 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.

4. When air temperature is between 85 deg. F (30 deg. C) and 90 deg f (32 deg. C), reduce mixing and delivery time from 1 1/2 hours to 75 minutes, and when air temperature is above 90 deg. F (32 deg. C), reduce mixing and delivery time to 60 minutes. No admixture shall be permitted in the concrete mix without written approval by the architect/engineer. No water shall be added to the concrete mix at the job site.

C. Testing and Quality Control Services

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

- 1) Reinforced Concrete Pavement
 - a) Analysis of Aggregates
 - b) Decantation Tests
 - c) Inspect Aggregate Stockpiles
 - d) Prepare or Check Concrete Batch Design
 - e) Slump and Air Content Tests
 - f) Flexural or Compressive Strength Tests

- 2) Lime Treated Subgrade
 - a) Liquid and Plastic Limits and Lime Series of Subgrade Soil
 - b) Lime Application Control Including Moisture Content Control Gradation and Mixing Depth
 - c) Moisture - Density Curve for Different Soil Classes
 - d) Field Compaction Tests

- 3) Embankment
 - a) Moisture - Density Curves
 - b) Field Compaction Tests

- 4) Hot Mix Asphaltic Concrete
 - a) Prepare or Check Mix Design
 - b) Provide Full Quality Control at Hot Mix Plant
 - Hot Bin Gradation Tests
 - Air Void
 - Stability and Density Tests
 - Percent Asphalt Content
 - c) Make Tests from Samples of Mix
 - Extraction
 - Gradation
 - Percent Asphalt
 - Stability and Density Tests
 - Make Hot Bin Analysis Every 250 Tons

- 5) Flexible Base
 - a) Sieve Analysis
 - b) Liquid and Plastic Limits of Binder Material
 - c) Moisture - Density Curves
 - d) Field Density Tests

- 6) Structural Concrete
 - a) Mix Design
 - b) Batch Plant Weight & Moisture Checks
 - c) Slump and Air Tests

d) Compressive Strength Tests

SC.25 COORDINATION WITH OTHERS

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

SC.26 USE OF EXPLOSIVES

Use of explosives will not be allowed on this project.

SC.27 BARRICADES, LIGHTS & WATCHMEN

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

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

SC.28 SANITARY FACILITIES

Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

SC.29 DISPOSAL OF WASTE & SURPLUS EXCAVATION

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

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

SC.30 INSPECTION

The word "Inspection", or other forms of the word, as used in the contract documents for this project shall be understood as meaning the Owner's agent will observe the construction on behalf of the Owner. The Owner's agent will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the contract documents, but he will not be a guarantor of the Contractor's performance.

SC.31 LIGHTS AND POWER

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

SC.32 INSURANCE REQUIREMENTS

SC.33 CONSTRUCTION STAKING

The contractor shall provide construction staking at his own expense. Refer to Item 105.4 of the General Provisions of this contract (NCTCOG).

SC.34 SUPERINTENDENCE BY CONTRACTOR

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

SC.35 CONNECTIONS TO EXISTING FACILITIES

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

SC.36 CONSTRUCTION SCHEDULE AND PROJECTION OF PAYMENTS

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

SC.37 EXAMINATION OF SITE OF PROJECT

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

SC.38 PARTIAL PAYMENTS

SC.39 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

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

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

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

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

SC.40 PROTECTION OF TREES

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

SC.41 GRASS REPAIR

Contractor shall obtain a "Stand of Grass" for an area to be considered repaired. A "Stand of Grass" is obtained when an area to be seeded or hydro-mulched has at least 75% of the area covered with grass at least 1-inch high. Areas designated to be seeded or hydro-mulched shall obtain a "Stand of Grass" prior to qualifying for acceptance by the Owner and additional seed, fertilizer and water or hydro-mulch and water shall be applied until a "Stand of Grass" is obtained. No separate pay shall be

made for repair of damaged grass areas, unless indicated on the plans, but such work as required shall be subsidiary to the various other items bid.

SC.42 ANTITRUST

The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this contract, which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).

SC.43 COMPLIANCE WITH AIR AND WATER ACTS

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

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

SC.44 WATER FOR CONSTRUCTION

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

The Contractor can coordinate with the City to receive a temporary water meter. A deposit of \$1,500.00 will be required for use of the meter.

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

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

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

SC.45 VIDEO OF PROJECT SITE

The Contractor shall provide the City a DVD of the entire project site prior to commencement of construction activities. The contractor shall provide a second DVD to the City of the entire project site once construction is complete and prior to final testing and acceptance by the City. There is no additional pay item for the DVD videos and they are considered subsidiary to the project.

SC.46 OVERTIME WORK

No work shall be scheduled between 7:00 p.m. and 7:00 a.m. or on Saturdays, Sundays, or legal City holidays without permission of Owner. Should Contractor desire to work on these days, he shall contact the Owner, in writing, for approval at least 48 hours in advance. However, emergency work may be done without prior permission. Tie-ins and connections to existing facilities will be made at time authorized by the Owner.

SC.47 DUST CONTROL

Contractor shall take responsible measures to prevent unnecessary dust. Earth surfaces subject to creating dust shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practical to prevent blowing. Machinery, motors, instrument panels, or similar equipment, shall be protected by suitable dust screens with proper ventilation included.

SC.48 POLLUTION CONTROL

Contractor shall prevent the release of sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

SC.49 CONSTRUCTION DATA

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to Owner and shall be delivered to the Owner upon completion of the work.

SC.50 PRE-CONSTRUCTION CONFERENCE

Prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by:

- Contractor and his superintendent
- Principal Subcontractors together with Principal suppliers and manufacturers' representatives
- Representatives of Owner
- Materials Testing Laboratory
- Others as requested by Contractor or Owner

Unless previously submitted to Owner, Contractor shall bring to the conference a tentative schedule for each of the following:

- Progress Schedule
- Cash Flow
- Shop Drawings and other submittals

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

The agenda will include:

- Contractor's tentative schedules
- Transmittal, review and distribution of Contractor's submittals
- Processing applications for payment
- Maintaining record documents
- Critical work sequencing
- Field decisions and Change Orders
- Use of premises, office and storage areas, security, housekeeping, and Owner's needs
- Major equipment deliveries and priorities
- Materials testing

Owner will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

SC.51 SHOP DRAWINGS & ENGINEERING DATA

Engineering data covering all equipment and fabricated materials to be furnished under this contract that shall be submitted to Engineer for review and permanently incorporated to the project. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment. Concrete mix designs shall be submitted for review.

All submittals regardless of origin, shall be stamped with the approval of Contractor and identified with the name and number of this contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.

Contractor's stamp of approval is a representation to Owner and Engineer that Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed or coordinated each submittal with requirements of the work and Contract Documents.

All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by

Contractor (including modifications to other facilities that may be required as a result of the deviation) and all required piping and wiring diagrams.

Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by Engineer are accounted for.

An electronic copy of each Drawing and necessary data in Adobe Acrobat (.pdf) format, in legible color copies or color scans from original shall be submitted electronically to Engineer. Engineer will not accept submittals from anyone but Contractor.

When the drawings and data are returned marked REJECTED or REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by Engineer and resubmitted.

When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by Engineer on previous submissions.

It will be Contractor's responsibility to schedule the submission of submittals so as not to impede the scheduled construction activities or affect the completion date.

Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time unless delay of the work is directly caused by a change in the work authorized by a Change Order or by failure of Engineer to return any submittal within 30-days after its receipt in Engineer's office.

The Engineer's review of drawings and data submitted by Contractor will cover general conformity to the Drawings and Specifications, external connections and dimensions that affect the layout. Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or items shown. Engineer's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations, or responsibility for compliance with the Contract Documents.

SC.52 COMPUTER GENERATED BID SCHEDULE

A computer generated Bid Schedule may be used in lieu of the enclosed Bid Schedule forms. The computer generated form shall be printed on 8.5" x 11" in size, and will be attached to the Proposal in the proper section, and will be made part of the Proposal and Contract Documents.

The spreadsheet option is for the convenience of the bidder. No wording in the spreadsheet shall modify or amend the working in the Bid Proposal or Construction Plans. The bidder is fully responsible for checking all mathematical extension and summations.

The Unit price on the form shall be the price of the item, and errors that may be present in the printout will not be recognized as an opportunity to revise the Proposal.

**SPECIAL CONDITIONS FOR
BID #015-19
STINSON ROAD PAVING AND DRAINAGE IMPROVEMENTS
and
BID #016-19
BLONDY JHUNE ROAD RECONSTRUCTION**

SAMPLING, TESTING, AND INSPECTION

Inspections and tests of equipment and materials to be incorporated in the work shall be required by the City from time-to-time during the progress of the Work to assure that the equipment and materials meet specified requirements. In addition, certain tests may be required by codes, ordinances, or plan approval authorities or may be desired exclusively for the Contractor's convenience.

All inspections and tests will be in accordance with pertinent codes and regulations and with selected standards of ASTM, AASHTO and TxDOT. The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern.

Design, sampling, and testing, including professional quality control efforts in general, will be performed by engineering testing laboratories. Such services will be at the direction and expense of the Contractor. As an exception to the above requirement, furnish a professional testing laboratory, to develop all Portland cement concrete and hot mix asphaltic concrete designs, and prepare and analyze trial and hot bin batches of the different designs as appropriate, and as directed by the Engineer, entirely at the Contractor's own cost and expense.

When requested, furnish a complete written statement of the origin, composition, and/or manufacture of any or all materials to be used in the work.

As an additional exception to the above requirement, the Contractor's attention is directed to the obligation to complete and comply with, at the Contractor's own cost and expense, the Contractor's QC Tasks as listed in the QCQA Delineation Table included in the Contract Plans. Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer.

When tests are required, other than those made in the laboratory, for the purpose of control in the manufacture of a construction item, furnish such facilities and equipment as may be necessary to perform the tests and inspection and be responsible for calibration of all test equipment required.

Determine, by advance discussion with the Engineer, the time required for the engineering testing laboratory to perform Contractor's tests and to issue each of its findings. Allow time for such sampling and reporting activities within its construction schedule. When changes of construction schedules are necessary during construction, coordinate all such changes of schedule with the engineering testing laboratory, as required.

Representatives of engineering testing laboratories shall have access to the Work and to all mixing plants, fabricating shops, and other locations where items proposed for the Work are being prepared in order that the laboratories may properly perform their functions.

Do not allow or cause any work performed or installed to be covered up or enclosed prior to all required inspections, tests, and approvals. Should any work be enclosed or covered up before it has been approved, uncover all such work. After work has been completely inspected, tested, and approved, make all repairs necessary to restore the work to the condition in which it was found at the time of uncovering.

The engineering testing laboratories will provide all personnel and sampling equipment, take all samples and specimens, and deliver all samples and specimens to the laboratories for testing. Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay to progress of the Work.

The Contractor will pay for all initial testing services requested by the Engineer. When Engineer-requested initial tests indicate noncompliance with this Contract, the costs of all subsequent retesting occasioned by the noncompliance will be deducted by the City from the sums due the Contractor. Inspections and tests required by codes or ordinances, or by a plan approval authority, shall be the responsibility of, and be paid for by, the Contractor unless otherwise provided for in this Contract. Inspections and tests for the Contractor's convenience shall be the sole responsibility of the Contractor.

Incorporate into the Work only material that has been inspected and tested by or on behalf of the City and has been accepted by the City. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Control of Materials

"Control of Materials," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 6.2., "Material Quality," is supplemented by the addition of the following:

If it is found that previously approved sources of supply do not produce uniform and/or otherwise satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other approved sources.