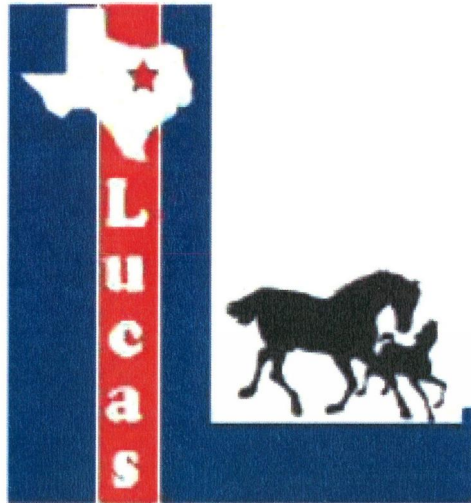


CITY OF LUCAS, TEXAS

RIMROCK DETENTION POND IMPROVEMENTS

RFP # 027-23



Joe Richard Carter
12/06/2022

Prepared By
Birkhoff, Hendricks & Carter, L.L.P.
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December 2022

GENERAL INFORMATION

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

INVITATION FOR BID
RFP # 027-23
RIMROCK DETENTION POND IMPROVEMENTS

BID PACKAGES ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

TUESDAY, JANUARY 24, 2023 AT 2:00 PM CST

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

ELECTRONIC RESPONSES ARE RECOMMENDED

PROPOSAL PACKAGES
MAY BE DELIVERED OR MAILED TO:

CITY OF LUCAS
PURCHASING RFP # 027-23
RIMROCK DETENTION POND IMPROVEMENTS
665 COUNTRY CLUB ROAD
LUCAS, TX 75002-7651

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL
PLEASE CONTACT:

Purchasing Coordinator: Linezka Maduro at 972-912-1203

COVER SHEET

INDEX

SECTION I NOTICE TO BIDDERS

SECTION II GENERAL TERMS & CONDITIONS

SECTION III BID SCHEDULE

SECTION IV EXHIBITS:

1. INSURANCE REQUIREMENTS
2. AFFIDAVIT NO PROHIBITED INTEREST
3. BIDDERS QUALIFICATION STATEMENT
4. SUPPLEMENTAL INFORMATION
5. SCHEDULE OF SUBCONTRACTORS
6. WORKFORCE COMPOSITION
7. CONTRACTORS AFFIDAVIT OF BILLS PAID
8. BIDDER/VENDOR APPLICATION
9. A. CONFLICT OF INTEREST QUESTIONNAIRE
B. CONFLICT OF INTERESTED PARTIES (1295)
10. STANDARD FORM OF AGREEMENT

BID BOND (TBD)

PERFORMANCE BOND

PAYMENT BOND

MAINTENANCE BOND

SECTION V GENERAL PROVISIONS OF CONTRACT

SECTION VI SPECIAL CONDITIONS

SECTION VII TECHNICAL SPECIFICATIONS

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.

INVITATION FOR BID RFP # 027-23

Rimrock Detention Pond Improvements

Electronic / Sealed bids/proposals are to be submitted to:

CITY OF LUCAS
PURCHASING Bid RFP # 027-23
RIMROCK DETENTION POND IMPROVEMENTS
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**

Non-Mandatory Pre-Bid Conference: Tuesday, January 17, 2023, 2:00 P.M. Central Time

Bid Opening: Tuesday, January 24, 2023, at 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 Birkhoff, Hendricks & Carter, L.L.P., 11910 Greenville Ave., Suite 600, Dallas, Texas 75243, and may be acquired on request for the price of Eighty Dollars (\$80.00) per set (**non-refundable**). Contact: Joe R. Carter, 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>.

1.3 PRE-BID CONFERENCE

A Non-Mandatory **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 17, 2023**.

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 less than four working days prior to bid opening. The last day and time for questions will be on **January 19, 2023, at 2:00 PM**. The last day for addenda will be on **January 20, 2023**.

Any addenda issued less than three working days of the bid opening will automatically delay the bid opening by one week. Bidders that attended the pre-bid meeting will be notified of the new bid opening time and date as determined by the City of Lucas Purchasing. The new bid date will also be posted on the City website.

The bidder is required to acknowledge receipt of any addenda by submitting a signed copy of each addendum issued and indicating receipt on the outside of the envelope with the bid. 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 working 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

Alternatives to manufacturer-specified equipment or materials must be pre-approved in writing prior to bid opening.

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. Bid Form
- i. Bid Endorsement Page
- j. Standard Form of Agreement
- k. Bid Bond for 5% of total project due with bid submittal

1.13 COMMENCEMENT OF WORK

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

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.

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, including job site safety;
- 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:

Invitation for Bid (Contract for Goods and Services)

For projects with a requirement of CALENDAR DAYS TO COMPLETE PROJECT and/or TOTAL BID AMOUNT, 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

Bidders should be aware that the evaluation for the award may consider the number of days bid. The 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. This is also sometimes referred to as ‘A+B’ bidding.

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

The milestone date shown in Section 1.23 Schedule of Events represents a date in which all items of work will be completed, with the exception of final acceptance. If this milestone is not met liquidated damages will begin in the amounts shown above per day based on the bid price of the contract. Once milestone work is complete the liquidated damages will stop and will start accruing again if the timeframe indicated in this bid is not met.

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 BID TABULATIONS

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

1.19 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.

1.20 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.

1.21 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.

1.22 INQUIRIES

Questions resulting in changes to this solicitation will be provided in the form of an addendum 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.

1.23 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Submit Public Advertisement to City Secretary	Thursday, December 29, 2022
Public Advertisements	Sunday, January 8, 2023 Sunday, January 15, 2023
Non-Mandatory Pre-Bid Conference	Tuesday, January 17, 2023, at 2:00 PM
Deadline for Questions	Thursday, January 19, 2023
Open Bids	Tuesday, January 24, 2023, at 2:00 PM
Bid Evaluation	Tuesday, January 31, 2023
Council Awards Contract (Anticipated)	Thursday, February 16, 2023
Notice of Award (Anticipated)	Friday, February 17, 2023
Preconstruction Conference – Notice to Proceed	March 6, 2023
Milestone (Substantially Complete Rimrock Only)	All bid items completed prior to April 5, 2023
Milestone (Substantially Complete Both Orchard & Rimrock)	All bid items completed prior to May 20, 2023
Finish Construction	As determined by Contractor's proposal. Calendar Days following official written Notice to Proceed.

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, as directed, correct all unsatisfactory work and replace all defective equipment, 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 is 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 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 at the address listed on page one (1). 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 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 cancel orders and/or 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.

2.23 When offering products other than those 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 and regulations.
- 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 Exhibit 1 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, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities, and Firearm Trade Associations.

(a) Contractor 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.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

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

BID SCHEDULE SHALL BE AS OUTLINED ON THE FOLLOWING PAGE(S). THE BIDDER/PURCHASER IS DIRECTED TO EXECUTE THE SIGNATURE PAGE IMMEDIATELY FOLLOWING THE SCHEDULE FORM.

City of Lucas
Rimrock Detention Pond Improvements

BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	1	L.S.	Mobilization (at 5% Maximum All Other Items) complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum.		
2	9.2	Sta.	Prepare Right-of-Way, Clearing and Grubbing complete in place, the sum of _____ _____ Dollars and _____ Cents per Station.		
3	352	C.Y.	Construct Unclassified Embankment complete in place, the sum of _____ _____ Dollars and _____ Cents per Cubic Yard		
4	140	S.Y.	Construct 12" to 18" Thick Rock Riprap complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard.		
5	28	S.Y.	Remove & Replace Existing Rock Riprap complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
6	1	L.S.	Construct Reinforced Concrete Outlet Structure complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
7	1,378	S.Y.	Furnish, Install & Maintain Block Sod with 4" Topsoil 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
8	352	L.F.	Remove and Replace Existing Steel Post and Hog Wire Fence complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
9	1	L.S.	Relocate Existing Irrigation Control Valves & Sprinkler Heads complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
10	9	Ea.	Relocate Existing Wax Myrtles complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
11	1	L.S.	Furnish, Install & Maintain Temporary Erosion Control complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
12	1	L.S.	Remove Temporary Erosion Control complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
TOTAL AMOUNT BID (Items 1 Through 12)					

A Deductive Bid Item is included at the end of the Bid Schedule for the Orchard Road Culvert and Channel Improvements project for Contractors for being awarded both the Rimrock Detention Pond Improvements project and the Orchard Road Culvert and Channel Improvements project.

BID ENDORSEMENT

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. All items of work for the Rimrock Detention Pond Improvements project shall be completed no more than 30 calendar days after the date of the written notice to commence work, and any time proposed that would allow for completion after that date may be grounds for rejection of the bid as being non-responsive. An additional 45 calendar days, for a total of 75 calendar days will be allowed if both the South Orchard Road Culvert and Channel Improvements project and the Rimrock Detention Pond Embankment Improvement project are awarded to the same contractor.

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 proposal and in the event of discrepancy the words shall control.

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

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 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.

Total Amount Bid: \$ _____

Total Days 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: _____

BID ITEM DESCRIPTIONS

Rimrock Detention Pond Improvements

- 1 **Mobilization (at 5% Maximum All Other Items):** This item includes the initial cost for bonds, insurance and mobilization on the project and is limited to a maximum amount of 5% of the total amount bid for all other bid items. All costs in excess of the 5% limit shall be included in the remaining appropriate bid items.

Measurement and payment shall be made on the basis of the lump sum bid price and shall be the total compensation for this portion of the work.

- 2 **Prepare Right-of-Way, Clearing and Grubbing:** This item shall include all costs associated with furnishing all labor, materials and equipment necessary to complete the work as described in NCTCOG Standard Specifications, Section 203.3 General Site Preparation.

Measurement and payment shall be made on the basis of the bid price per station (100 linear feet) and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work.

- 3 **Construct Unclassified Embankment:** This item shall include all costs associated with furnishing all labor, materials and equipment necessary to complete the construction of the proposed embankment as specified in NCTCOG Standard Specifications, Section 203.7 Embankment. Minimum density shall be 90% of Standard Proctor with 0% to +4% optimum moisture.

Measurement and payment shall be made on the basis of the bid price per cubic yard (C.Y.) and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work.

- 4 **Construct 12" to 18" Thick Rock Riprap:** This item shall include all costs associated with furnishing all labor, materials and equipment necessary to complete the construction of the rock riprap as shown in the plans and as specified in NCTCOG Standard Specifications, Section 803.3.2.2, Dry Riprap, Type A. The total thickness shall be a minimum of 12" and a maximum of 18".

Measurement and payment shall be made on the basis of the bid price per square yard (S.Y.) and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work.

- 5 **Remove and Replace Existing Rock Riprap:** This item shall include all costs associated with furnishing all labor, materials and equipment necessary to remove and reconstruct the rock riprap as shown in the plans and as specified in NCTCOG Standard Specifications, Section 803.3.2.2, Dry Riprap, Type A. The total thickness shall be a minimum of 10" and a maximum of 18".

Measurement and payment shall be made on the basis of the bid price per square yard (S.Y.) and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work.

- 6 **Construct Reinforced Concrete Outlet Structure:** This item shall include all costs associated with furnishing all labor, materials and equipment necessary to construct the concrete outlet structure as shown in the plans and as specified in NCTCOG Standard Specifications, Sections 702 and 803.3. Strength of concrete and steel reinforcement shall be as shown in the plans.

Measurement and payment shall be made on the basis of the lump sum bid price and shall be the total compensation for this portion of the work.

- 7 Furnish, Install and Maintain Block Sod with 4" Topsoil: This item shall include all costs associated with furnishing all labor, materials and equipment necessary to furnish and install a minimum of 4" thick of topsoil and solid block sod and maintain the block sod by watering until accepted by the Owner. This work shall be performed in accordance with technical specification TS-1 attached to these contract documents.

Measurement and payment shall be made on the basis of the bid price per square yard (S.Y.) and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work.

- 8 Remove and Replace Steel Post and Hog Wire Fence: This item shall include all costs associated with furnishing all labor, materials and equipment necessary to remove existing steel post and hog wire fence and replace it after construction of other improvements has been completed. The replaced fence shall be of equal or superior quality of materials and workmanship to the existing fence.

Measurement and payment shall be made on the basis of the bid price per linear foot (L.F.) and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work including new materials for existing materials damaged during removal.

- 9 For Replacement of Irrigation Control Valves and Sprinkler Heads: This item shall include all costs associated with furnishing all labor, materials and equipment necessary to remove existing irrigation control valves and sprinkler heads as shown in the plans to locations outside of the proposed improvements, including any additional irrigation pipe and fittings.

Measurement and payment shall be made on the basis of the lump sum bid price and shall be the total compensation for this portion of the work.

- 10 Relocate Existing Wax Myrtles: This item shall include all costs associated with furnishing all labor, materials and equipment necessary to remove, salvage and relocate existing wax myrtles as shown in the plans in locations as directed by the Owner.

Measurement and payment shall be made on the basis of the bid price per each (Ea.) and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work.

- 11 Furnish, Install and Maintain Temporary Erosion Control Measures: This item shall include all costs associated with furnishing all labor, materials and equipment necessary to furnish and install temporary erosion control measures such as silt fence and rock filters and to maintain such erosion control measures until vegetative cover has been installed and accepted by the Owner.

Measurement shall be made on the basis of the lump sum bid price and shall be the total compensation for this portion of the work and shall be paid on the basis of the percentage of the entire contract amount completed per month.

- 12 Removing Temporary Erosion Control Measures: This item shall include all costs associated with furnishing all labor, materials and equipment necessary to remove all temporary erosion control measures and restore the area to its original condition.

Measurement and payment shall be made on the basis of the bid lump sum (L.S.) and shall be the total compensation for furnishing all labor, materials and equipment necessary to complete the work.

See the South Orchard Road Culvert and Channel Improvements project Bid Schedule for a Deductive Bid Item for being awarded both the Rimrock and Orchard projects.

SECTION IV – EXHIBITS

EXHIBIT 1

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: _____ **RFP # 027-23**

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 governmental entity 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 governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2
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 _____, 20____.

Notary Public, State of Texas

**EXHIBIT 3
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):

**EXHIBIT 4
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: _____

EXHIBIT 5

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.

Name of company performing work	BUSINESS STATUS				Description of Commodity, Material, or Service	Dollar Amount
	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: _____

EXHIBIT 6 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.)

EXHIBIT 7

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

**Rimrock Detention Pond Improvements
RFP # 027-23**

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 _____, 20____.

Notary Public in and for

County, Texas

Instructions:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of 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.

Exhibit 8

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

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

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:

Disadvantaged Business

(At Least 51% Ownership)

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

- 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:

EXHIBIT 9

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

EXHIBIT 10
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:

RIMROCK DETENTION POND IMPROVEMENTS
(RFP # 027-23)

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: _____
Erin Day, City Secretary

Attest: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BID BOND

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 Proposal 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 §
§
COUNTY OF COLLIN §

PERFORMANCE BOND

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 _____, 20____, 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 _____, 20____.

Principal:

Title: _____
Company: _____
Address: _____

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

Title: _____
Company: _____
Address: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

PAYMENT BOND

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 _____, 20____, 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 _____, 20____.

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 _____, 20____, 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 _____, 20____.

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
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**

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.

Within five (5) working days after the bid opening, the low bidder shall submit such evidence as the Owner may require establishing the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include the following:

- (1) Current Financial Statement.
- (2) Letter of Auditor's opinion.
- (3) Previous years Balance Sheet, Income Statement and Change of Financial Position.
- (4) 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 names, addresses and phone numbers or persons familiar with this work.
- (5) 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.

The Owner will notify the successful bidder, in writing, within sixty (60) days after the date of receiving bids, of the acceptance of the proposal. The Contractor or Contractors shall complete execution of the required Bonds and Contract within ten (10) days of such notice.

ITEM 103.3. **SURETY BONDS**

Performance Payment and Other Bonds

Contractor shall furnish Performance and Payment Bonds as security for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be, at all times, in amounts equal to the total Contract Price (100%), and in such form as set forth in the Contract Documents and with such corporate sureties as are licensed to conduct business in the state where the Project is located and, are named in the current list of "Surety Companies

Acceptable on Federal Bonds” as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Performance and Payment Bonds shall be expanded to include any extension of the Contract Period of total Price.

If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in terminated in any state where any part of the Project is located in revoked, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which may be acceptable to the City.

Additional 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

Delete Item 1.22.2 in its entirety and substitute therefore the following:

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

Delete in its entirety and substitute therefore the following:

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

It is still possible, however, for a contractor to make tax-free purchases of tangible personal property that will be incorporated into and become part of a City construction project through the use of a “separated contract” with the City. A “separated contract” is one, which separates charges for materials from charges for labor. Under such a contract, the contractor becomes a “seller” of those materials, which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The contractor issues a resale certificate in lieu of paying the sales tax at

the time such items are purchased. The contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for materials, which do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

Utilization of this "separated contract" approach eliminates the need for bidders to figure in sales tax for materials, which are to be incorporated into the project. Bid items, which contain non-taxable materials, are identified in the Bid Schedule for this project. The successful bidder will be required to complete a Contract Form provided by the Owner identifying and separating non-taxable materials from the labor and taxable materials which are not incorporated into the finished project. The completed contract form will be used to develop the "separated 'contract" and will determine the extent of the tax exemption.

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

SECTION VI

SPECIAL CONDITIONS RIMROCK DETENTION POND 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 area 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 Rimrock Detention Pond 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 (\$80.00) per set (**non-refundable**). Contact: Joe R. Carter, 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 included under this contract shall be completed within Thirty (30) calendar days, which time shall commence on the 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.

There is an existing drainage easement, all activities must be contained within the existing easement. Access must be provided to local residents at all times. A Message Board will be required for a minimum of

seven (7) days; to be located east of Rimrock Drive near the construction entrance for this project. No separate pay is provided for the message board and it is 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

Bidders desiring further information or interpretation of the plans and specifications must make a request for such information to the Engineer by Thursday, January 19, 2023. Answers to all such requests will be given in writing to all bidders in addendum form and all addenda will be bound with and made a part of the contract documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the plans, specifications, or contract documents, or should he be in doubt as to their meaning, he is requested to notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued less than seventy two (72) hours before the opening of bids will result in a postponement of the Bid Opening. Addenda will be mailed or delivered to each Contractor contemplating the submission of a proposal on this work. The proposal as submitted by the Contractor will be so constructed as to include any addenda if such

are issued by the Engineer prior to seventy two (72) hours before the opening of bids.

SC.09 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The Contractor understands and agrees that time is of the essence of this contract and that for each day of delay beyond the date agreed upon for the completion of all items of work herein specified and contracted for (after due allowance of such extension of time as is provided for in the General Conditions of Agreement), the Owner may withhold permanently from the Contractor's total compensation the sum of Two Hundred Forty Dollars (\$240.00) per day as stipulated damages for such delay.

SC.10 COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Five (5) sets of half-size (11" x 17") 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

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

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

Utilization of this "separated contract" approach eliminates the need for bidders to figure in sales tax for materials which are to be incorporated into the project. The successful bidder will be asked to complete a bid form separating materials and labor. The successful bidder's bid form will be used to develop the "separated contract" and will determine the extent of the tax exemption.

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

SC.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 during construction, they shall be restored to their original condition of grade, cross section and cover after the construction work 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 Owner. The Contractor shall use only materials in the work which meet the requirements of the specifications.

The City will employ the services of an Engineering Testing Laboratory to make inspections and to sample and test the materials to be used in the work. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected.

B. Quality Control

During the construction, the Owner will retain the Engineering Testing Laboratory to perform services related to checking the quality of the work being performed by the Contractor to determine if the improvements are being constructed in accordance with the plans and specifications. THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY TO CONSTRUCT 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 sole expense of the Contractor.

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

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EMPLOYING A CERTIFIED TESTING LABORATORY TO PERFORM ALL TESTS THE CONTRACTOR REQUIRES FOR THEIR OWN QUALITY ASSURANCE.

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 (6" x 12") 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.

ALL INSPECTION & 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.

WHEN AIR TEMPERATURE IS BETWEEN 85 DEG. F (30° C) AND 90 DEG F (32° C), REDUCE MIXING AND DELIVERY TIME FROM 1½ HOURS TO 75 MINUTES, AND WHEN AIR TEMPERATURE IS ABOVE 90 DEG. F (32° 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 provided by the Owner shall include but are not necessarily limited to the following:

- 1) Embankment
One Test per lift per 100 linear feet
 - a) Std. Proctor: Moisture/Density Curves
 - b) Field Compaction Tests
- 2) Structural Concrete
One Test per Headwall or Structure
 - a) Slump and Air Content Tests
 - b) Flexural or Compressive Strength Tests at 7 days and 28 days
- 3) Additional Tests will be required if Contractor is awarded both the Rimrock and Orchard projects as described in the South Orchard Road Channel and Culvert Improvements specifications.

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

Before the Contractor commences work in connection with this contract, or before he allows any subcontractor to commence any work, he shall purchase Comprehensive General Liability insurance in the amount of \$1,000,000 with Bodily Injury limits of not less than \$300,000 each occurrence and \$500,000 in the aggregate, and property damage limits of not less than \$100,000 each occurrence and \$100,000 in the aggregate. The requirements of this section are superseded by the requirements of Section IV, Contractor Insurance Requirements.

The Contractor shall purchase and furnish to the Owner, an Owner's and Contractor's Protective Liability policy in the amounts designated above, with the City of Lucas as insured, their agents and employees as additional insureds.

The Contractor shall furnish a Certificate of Insurance for the above coverage with a provision that the Owner will be notified by the insurance company ten (10) days prior to cancellation of the policy during the term of this contract, and if canceled a new policy must be furnished prior to cancellation. All required insurance shall remain in force through the duration of this contract.

All Subcontractors shall comply with the aforementioned conditions.

Should any person sustain bodily injury or property damage within the limits of this project, the Contractor or his Insurance Agent shall investigate immediately and report his findings in writing to the Owner. If the Contractor fails or refuses to investigate and report such occurrence upon notification of the injured or damaged party or the Owner, then the Owner shall file for coverage under the Owners' and Contractors' Protective Liability policy.

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

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

On projects where the contract price, at the time of execution, is greater than \$400,000, the Owner shall retain 5% of the amount due the Contractor until final payment, or the Owner may retain 10% of the amount due the Contractor until final payment with the retainage above 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.

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. When crossing private property no tree six inches (6") in diameter or larger shall be removed or have limbs trimmed without the written 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 1-inch diameter or larger.

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 80% 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 and permanently incorporated to the project shall be submitted to Engineer for review and approval. 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.

SECTION VII

TECHNICAL SPECIFICATIONS

TS-1 - SEEDING, HYDROMULCH AND BLOCK SOD

TS-1.01 GENERAL

The work to be performed under this section of the specifications shall consist of furnishing and placing or constructing all seeding with erosion blankets, hydromulch or solid block sod, including all materials, equipment, labor, tools and other incidentals necessary to complete the work as shown on the plans and as specified herein.

TS-1.02 SEEDING WITH EROSION CONTROL BLANKETS

a) Seeding

All channels and drainage courses and all areas disturbed by construction shall be re-seeded and fertilized after final grading.

All planting shall be done between the dates specified for each type except when specifically authorized in writing. The seeds planted shall be of a type specified with the mixture, rate and planting dates as follows:

- Type I - Bermuda Grass - Hulled
 50 lbs./acre (April - June)
- Type II - 50% Annual Rye Grass & 50% Bermuda Grass - Hulled
 60 lbs./acre (September - December)
- Type III - Bermuda Grass - Unhulled (January - March/July - August)
 50 lbs./acre

Fertilizer shall be a commercial product, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer shall be delivered to the site in fully labeled original containers. Fertilizer which has been exposed to high humidity and moisture, has become caked or otherwise damaged, making it unsuitable for use, shall be rejected.

Fertilizer for the initial planting application shall be of an organic base containing by weight the following (or other approved) percentages of nutrients: 15-10-5 (N-P-K); also containing 10-15 percent sulfate and traces of iron and zinc as required and approved by the Owner. The manufacturer's recommendation as to rate of application of fertilizer for type of grass and season shall be followed.

After the designated areas have been completed to the lines, grades and cross sections shown on the plans and as provided for in other items of this contract, seeding of the type specified shall be performed in accordance with the requirements hereinafter described.

The Contractor shall broadcast seed and fertilize in the quantity specified uniformly distribute over the areas shown on the plans and where directed. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. Seed and fertilizer may be distributed at the same time, provided the specified uniform rate of application for both is obtained.

After planting, the seed shall be raked or harrowed into the soil to a depth of approximately 1/4-inch. The planted area shall then be rolled with a smooth roller, developing 15 to 25 psi contact pressure upon the planted surface area and giving a smooth surface without ruts or tracks. After compacting is completed, the planted area shall be watered sufficiently to assure uniform

moisture from the surface to a minimum of six inches in depth. Seeded areas shall be subsequently watered as needed so as to prevent washing of the slopes or dislodgment of the seed. The Contractor is responsible for obtaining, purchasing and applying water as necessary to obtain a "healthy stand of grass" prior to final project completion. A "healthy stand of grass" consists of at least 75% coverage per square foot, a minimum of 1-inch in height.

b) Erosion Control Blankets

The Contractor shall furnish and install erosion control blankets over seeded and fertilized areas and maintain these installations in all channels only where allowed, in accordance with the plans and these specifications until final project completion.

Erosion blanket material shall be designed for installation on channel slopes as steep as 2H:1V with medium velocity channel flow, as exemplified by the DS150 blanket as manufactured by North American Green, phone (469) 523-0444. The blanket consists of 100% straw with lightweight photodegradable netting on the bottom side and on the top side with an approximate 0.50"x0.50" mesh or approved equal. The blanket shall be manufactured with a colored thread sewn along both outer edges (2" to 5" from the edge) as an overlap guide.

Erosion Blankets shall be installed longitudinal to the flow in the channel by preparing the soil before installing the erosion control blankets (ECB) including the application of seed and fertilizer.

Construction shall begin in the top of the channel in the direction of the flow of water by anchoring the ECB in a 6" deep x 6" wide trench with approximately 12" of the ECB extended beyond the top of slope. The ECB shall be anchored with staples on 12-inch centers in the bottom of the trench. Backfill and recompact the trench after stapling and overseed the trench. Secure the ECB with staples on approximate 12" centers across the width of the ECB. The upstream and downstream ends of each side ECB shall be anchored in the same manner as the top edges. Successive blankets shall be overlapped 3" to 6" with staggered staples on 6" centers. All blankets are to be installed with a staple pattern for a 2:1 or steeper slope.

TS-1.03 HYDROMULCH

Mulch shall be cellulose fiber mulch and shall be refined specifically for lawn hydraulic mulch applications. Use Conwed or an approved equal. Adhesive agents for mulch may include guar gum, polyacrylamide, or another tacking agent approved by the Owner. Tacking agent shall be evenly distributed in the hydraulic mulch before land application and in the proportion recommended by the mulch manufacturer.

Seed or seed mixture as previously specified, shall be uniformly distributed over the areas disturbed by construction operations. Seed and fertilizer are to be distributed in a water slurry, and the mixture shall be applied to that area to be seeded within 30-minutes after all components are placed in the equipment. Fertilizer shall conform to previous specifications. After placement is completed, the planting area shall be watered sufficiently to assure uniform moisture from the surface to a minimum 6-inch depth.

TS-1.04 SOLID BLOCK SOD

Solid block sod shall be Common Bermuda grass free of all debris, weeds, and have been regularly maintained prior to cutting. Coastal Bermuda grass will not be permitted. Within one hour after being cut, the sod shall be rolled or stacked. Precautions shall be taken to prevent damage from heat or inadequate moisture. Sod cut more than 18 hours shall not be used and shall be discarded offsite. Sod shall be cut at a sufficient thickness to allow at least 2" of soil to remain intact on each piece of sod. A total of 4-inches of topsoil shall be provided for all areas to receive sod.

Prior to placing the solid sod, the turf bed shall be sufficiently watered to wet the soil surface and eliminate scalding of the roots at the base of the solid sod. Sod shall be placed in rows or strips. On slopes and in

swales, the strips shall be placed at right angles to the flow of water. Sod pieces shall be placed tightly against each other with joints staggered at least one foot. The Contractor shall roll the sodded area with a hand pulled roller to ensure that all gaps and spaces are eliminated between sod bed and sod. Sod placed in channels shall also be stapled or pinned to hold the placement and the Contractor shall submit the proposed method and materials for stapling sod for review and approval by the Owner. Sod shall be watered sufficiently to completely wet the sod and sod bed without hampering future or existing operations.

TS-1.05 WATERING

Hydromulched, seeded and block sodded areas shall be watered as directed by the Owner or at least twice daily for at least 14-days after initial seeding or placement of sod in such a manner to prevent washing of the seed from the slopes or dislodgment of the seed or sod to a minimum depth of 6-inches. The Contractor is responsible for obtaining and paying for all watering until final acceptance.

TS-1.06 MEASUREMENT AND PAYMENT

The measurement of the area to receive solid block sod, seeding and fertilizing with erosion control blankets or hydromulch is based on the approximate area to be graded as shown on the Plans. Payment for block sod, hydromulch or seeding, fertilizing, installing erosion control blankets and maintenance shall be based on this "Plan Quantity" and all additional areas requiring block sod, hydromulch or seeding with erosion control blankets due to damage from construction activities shall be subsidiary to the Plan Quantity. The price provided shall be the total compensation for furnishing and placing all seed, fertilizer, erosion control blankets, staples, excavation and backfill, disposal of surplus material, for providing all water and for all materials, labor, equipment, tools and other incidentals necessary to complete the work in accordance with the plans and these specifications.