

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR  
SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN  
REHABILITATION BY  
CURED-IN-PLACE (CIPP), PHASE 1  
(1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT)**

**FOR THE CITY OF MESQUITE, TEXAS  
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION  
CITY CONTRACT NO. E2016-001**



Prepared by:  
**Huitt~Zollars, Inc.**  
**1717 McKinney Avenue, Suite 1400**  
**Dallas, Texas 75202**  
**Firm Registration No. F-761**

**September 2015**

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**TENTATIVE SCHEDULE**  
**FOR**  
**SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN**  
**REHABILITATION BY**  
**CURED-IN-PLACE (CIPP), PHASE 1**  
**(1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT)**

**City Contract No. E2016-001**

Submit Public Advertisement to Purchasing	Wednesday, September 23, 2015
1 <sup>st</sup> Public Advertisement	Thursday, October 1, 2015
2 <sup>nd</sup> Public Advertisement	Thursday, October 8, 2015
Pre-Bid Conference	2:00 p.m., October 13, 2015
Open Bids	2:00 p.m., October 20, 2015
Council Agenda & Briefing Item Completed	October 20, 2015
*Council Awards Contract	November 2, 2015
Notice to Proceed - Start Construction (assumes rapid execution of contract by contractor documents with proper insurance and bonds)	November 16, 2015
Substantial Completion ( <b>180 Calendar Day Contract</b> )	May 30, 2016

\* City Council award date assumes no bidding irregularities or other issues with the low bidder requiring extensive checking of Qualifications.

**ADVERTISEMENT FOR BIDS**  
**Bid No. E2016-001**

Sealed competitive bids or proposals as set forth and required in the plans and specifications (either of which shall hereinafter be referred to as the "Bid") addressed to the Mayor and City Council of the City of Mesquite, Texas will be received at the office of Le Sealey, Manager of Purchasing at the Municipal Center, 1515 N. Galloway Ave., Mesquite, Texas 75149 until **2:00 p.m. on October 20, 2015**, for the following: SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY CURED-IN-PLACE (CIPP), PHASE 1 (1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT)

As set forth in the plans and specifications, the project is designed to rehabilitate approximately 1,900 feet of existing 48" RCP sanitary sewer with CIPP trenchless methods; repair and raven coat 4 sewer manholes and 2 junction boxes.

**A pre-bid conference will be held at 2:00 p.m. on October 13, 2015**, at the City of Mesquite Art Center located at 1527 N. Galloway Avenue, Mesquite, Texas 75149 in the Rehearsal Hall.

Instruction to Bidders: proposal forms, plans and specifications (the "Bid Documents") may be obtained from the Engineering Division office, Municipal Center, 1515 N. Galloway, Mesquite, Texas 75149 upon a non-refundable payment of fifty dollars (\$50.00) per set.

The Bid shall be submitted on the form provided in the Bid Documents. Further information concerning the procurement may be obtained **by email only** from the City of Mesquite Engineering Division – Corey Nesbit, P.E., *Assistant City Engineer*, [cnesbit@cityofmesquite.com](mailto:cnesbit@cityofmesquite.com) assigned *City Project Manager*.

Bidder must submit, with their Bid, a Cashier's check, Certified check or a Bid Bond from an approved surety company, in the amount of five percent (5%) of their Bid as a guarantee that the Bidder will enter into a contract and guarantee forms, if required, within 10 days after notice of award of contract.

The successful bidder must furnish Performance Bond and Payment Bond, each in the amount of 100 percent of the contract price, from an approved Surety company holding a permit from the State of Texas to act as surety, and acceptable according to the latest list of companies holding Certificates of Authority from the Secretary of the Treasury of the United States, or another Surety acceptable to the City.

The right is reserved by the City of Mesquite to reject any and all bids.

CITY OF MESQUITE, TEXAS

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Sonja Land  
City Secretary

**CITY CONTRACT: E2016-001**

Publish: October 1, 2015  
October 8, 2015



## INSTRUCTIONS TO BIDDERS

1. If you have questions regarding the preparation of your bid, you may contact Le Sealy, Manager of Purchasing, City of Mesquite, telephone 972-216-6201. For technical questions **send an email** to Corey Nesbit, P.E., *Assistant City Engineer*, [cnesbit@cityofmesquite.com](mailto:cnesbit@cityofmesquite.com) assigned *City Project Manager* and Guillermo Juarez, P.E. [gjuarez@huitt-zollars.com](mailto:gjuarez@huitt-zollars.com) of Huitt-Zollars, Inc.
2. Mailed bids must be submitted in sufficient time to be received and time-stamped at the location in the advertisement on or before the published date and time shown on the Advertisement for Bids. The City of Mesquite is not responsible for mail delivered from the post office. Bids received after the published date and time will not be considered and will be returned unopened.
3. The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
4. Bidder shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Bidder or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Bidder is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict of Interest Questionnaire included in this bid proposal and returning it to the City on accordance with the provision of the Act. Failure to comply with any applicable laws, including the provision of the Act, may result in: i) the forfeiture by Bidder of all benefits of the Contract; ii) the retainage by City of all services performed by Bidder and iii) the recovery by City of all consideration, or the value of all consideration, paid to Bidder pursuant to any awarded contract.
5. Prices shall be filled in and extended on the bid sheets. In case of discrepancy between unit price and the extension, the unit price will govern. Contractors may utilize the Microsoft Excel spreadsheet bid form available on the City's Purchasing Division web site. No other electronic forms will be accepted. A hard copy printout is required with the bid.
6. Bidder shall complete all information requested and blanks provided shall be filled in beside or under each bid item. Failure to completely describe the item being bid may result in rejection of the bid.
7. Prices quoted in the bid shall prevail for the entire term of the contract.
8. The Contract, Performance Bond and Payment Bond forms are included for Bidders information so that Bidders may be familiar with their contents and requirements. ***Bidder shall not fill in or execute these forms at time of bid submittal.***
9. The City of Mesquite reserves the right to reject any and all bids, waive formalities and to make award of bid as may be deemed to the best advantage of the City. No bid may be withdrawn within one hundred and twenty (120) days after date of opening. The City may, at its sole discretion, release any Bidder and return the bid security prior to that date.
10. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, bidder shall state wherein the bid item fails to meet these specifications. Failure to completely describe the item being bid may result in rejection of your bid.
11. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the City.

12. Quantities are estimated. It is specifically understood and agreed that these quantities are approximate and any increase or decrease in quantities may result in contract adjustments per General Provision 104.2.
13. Disadvantaged business/HUB vendors listed with the Office of Small Business Assistance of the General Services Commission are requested to provide a copy of their current certificate with the bid.
14. Bidders shall complete the non-collusion statement included in the bid.
15. All BIDDERS must submit **with the bid**, either a Bid Bond provided herein, Cashier's Check or Certified Check in the amount of 5% of the total bid per General Provision Section 102.5.
16. Bidders shall fill out the following forms, as noted in the bid and attach them to their bid and mail or deliver them prior to the bid closing date and time to the City of Mesquite Purchasing Division, 1515 N. Galloway, Mesquite, Texas 75149:
  - a. Bid Form (Proposal)
  - b. Disadvantaged Business Enterprises (DBE) Information
  - c. Non-Collusion Statement
  - d. Conflict of Interest Questionnaire
  - e. Bid Bond
17. The **apparent low bidder** shall complete and deliver to the Engineering Division and City's Consulting Engineer **within 48-hours after the bid opening**, the following **Bidder's Qualification Information** documents:
  - Qualification Statement of Bidder. If additional space is needed, please use attachments.
  - Reference Statement of Bidder's Surety.
  - Bidder's Release of Qualification Information.
  - Bidder's List of Proposed Sub-contractors.
  - Financial Statement Reviewed or Audited by an Independent Certified Public Accountant (CPA) in accordance with Generally Accepted Accounting Principles (GAAP), prepared in the last 12-months for the bidder's company.
  - IRS W9 Form

**All six (6) documents shall be delivered to the Engineering Division and City's Consulting Engineer as a single, complete package. No one form or statement will be accepted individually.**

If a project is a "joint venture", all partners in the joint venture shall complete the qualification forms.

**END OF SECTION**



## **STANDARDS OF CONDUCT**

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Article IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

### **Acceptance of Gifts or Gratuities**

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any sources other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

### **Conflicts of Interest**

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

### **Solicitation by City Employees**

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (Payments should only be made to designated cashiers or clerks.)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

### **Use of City Equipment, Facilities and Resources**

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

### **Your Rights and Expectations**

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

**Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723.** All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Ted Barron  
City Manager

## PROPOSAL

To: The Honorable Mayor and City Council Members  
Purchasing Office - Municipal Center  
City of Mesquite  
1515 N. Galloway Avenue  
Mesquite, Texas, 75149

Pursuant to the Advertisement for Bid, Proposal, Contract, Bond(s), General Provisions, Special Provision(s), and Requirements and the Plans and Technical Specifications, the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work upon which he bids, as provided by the Specifications, and binds himself, on acceptance of the proposal, to execute a contract and bonds, according to the City of Mesquite forms, for performing and completing the said work within the required time, and furnish all guarantees, for the following prices, and the undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final, to wit: **SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY CURED-IN-PLACE (CIPP), PHASE 1 (1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT), City CONTRACT NO. E2016-001**

**SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY  
CURED-IN-PLACE (CIPP), PHASE 1  
(1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT)  
City CONTRACT NO. E2016-001**

**BID FORM**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for one hundred and twenty days (120) after the Bid opening date, or for such longer period of time that Bidder may agree to in writing upon request of CITY.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - A. Bidder has examined and carefully studied the Bidding Documents and the other related data identified in the Bidding Documents.
  - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.
  - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
  - D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.
  - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by CITY and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- I. Bidder has given CITY written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by CITY is acceptable to Bidder.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CITY.
  5. Bidder will complete the Work in accordance with the Contract Documents for the following prices:

**SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY  
CURED-IN-PLACE (CIPP), PHASE 1  
(1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT)  
City CONTRACT NO. E2016-001**

MESQUITE, TEXAS

Item	Bid Quantity	Unit	Item Description
1.	1	LS	Mobilization (5%)
2.	1,897	L.F.	Clean 48" Sewer Pipe
3.	6	EA	Clean Manholes & Junction Boxes
4.	50	CY	Remove & Dispose Debris From Cleaning
5.	1,897	L.F.	48" Pre-Lining TV Inspection
6.	1,897	L.F.	48" Post-Lining TV Inspection
7.	1,897	L.F.	Cured-in-Place Pipe for 48" RCP
8.	2	EA	48-Inch Sewer Point Repair, Up to 6 Feet in Length Charge
9.	12	L.F.	48-Inch Sewer Pipe Charge
10.	6	EA	Remove & Replace Manhole/Junction Box Cover
11.	1,125	S.F.	Repair Manholes/Junction Box with Quadex Alumiliner
12.	1,125	S.F.	Coat Manholes & Junction Boxes with Raven Coating
13.	4,500	S.Y.	Re-Vegetation
14.	12	L.F.	Trench Safety
15.	1	LS	Sanitary Sewer By-Pass Pump & Flow Diversion
16.	1	LS	Erosion Control
17.	1	LS	Traffic Control, Including Plan

**TOTAL BASE BID (Items 1 to 17)** \$ \_\_\_\_\_

1. Materials incorporated into the Project: \$ \_\_\_\_\_

2. All other charges: must equal base bid amount. \$ \_\_\_\_\_

NOTE: Materials incorporated and all other charges for the  
**SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY  
CURED-IN-PLACE (CIPP), PHASE 1  
(1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT)**  
must equal base bid amount.

**Pre-bid Inspection**

The undersigned declares that he has personally inspected the site where the work is to be performed and that he has informed himself of all:

- (1) surface and subsurface conditions, constraints, and facilities which may in any way affect the work, in terms of cost, time, and/or constructability;
- (2) quantities, types, and nature(s) of materials to be incorporated into the work;
- (3) types and specialties of equipment, tools, labor, and superintendence required to perform the work;
- (4) other matters which in any way will affect the work and/or the performance of the work;
- (5) project plans, specifications and other project documents.

**Commencement and Execution**

The undersigned bidder agrees to commence the work on or before the date so stated in the written notice to proceed and to diligently perform all of the work and to substantially complete the work **within 90 calendar days**. Time shall commence on the first day of move-in, but in no case later than the date so stated in the written notice to proceed.

The Time of Construction as given above shall include all work related to this project. Included in the above Time and Construction shall be the necessary utility work involved with the franchise utility companies (i.e. Natural Gas, Telecommunications, Cable Television, Electrical Power, etc.).

The right is reserved by the City as is advantageous to the City, to reject any and all bids, award a contract based upon submitted bids, or to re-bid the contract and to waive any and all formalities. Bidder understands and agrees that the unit prices provided above shall be used for all additions and deletions from the accepted option.

Bidder submits as guarantee that he will execute and issue the required contracts, bonds, insurance, and other required agreements and documents, as set forth under the contract, and general and special provisions of agreement, cashier's check or bid bond payable in full without conditions and upon demand to the City of Mesquite in the amount of:

\_\_\_\_\_ (\$ \_\_\_\_\_),  
representing 5% of the Bidder's total base bid price.

Bidder understands and agrees that, should he fail to execute and issue the contract, bonds, insurance, other agreements, and other documents as set forth under the general and special provisions of agreement for that certain contract known as the **SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY CURED-IN-PLACE (CIPP), PHASE 1 (1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT) and City CONTRACT NO. E2016-001**, the City will cash or demand payment under the bid bond for payment of agreed upon liquidated damages. Bidder understands and agrees that, for bidding purpose only, liquidated damages shall be 5% of the Bidder's bid proposal, and that upon execution of the Contract, liquidated damages shall be as stated in the General Provisions.

**Addenda**

Contractor acknowledges receipt and incorporation into the bid of addendums as listed below:

Addendum No. 1 – Acknowledgement of Receipt: \_\_\_\_\_ **(initial)**

Addendum No. 2 – Acknowledgement of Receipt: \_\_\_\_\_ *(initial)*

Addendum No. 3 – Acknowledgement of Receipt: \_\_\_\_\_ *(initial)*

Addendum No. 4 – Acknowledgement of Receipt: \_\_\_\_\_ *(initial)*

**Proposal Approval:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature:

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

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**(If Bidder is a Corporation Seal Proposal with Corporate Seal)**

SEAL



**DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

***Disadvantaged Business Enterprises (DBEs)*** are encouraged to participate in City of Mesquite's bid. The Purchasing Office will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Mesquite recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program  
General Services Commission  
PO Box 13047  
Austin, TX 78711-3047  
512-463-5872

**OR**

North Central Texas  
***Regional Certification Agency***  
624 Six Flags Drive, Suite 216  
Arlington, TX 76011  
817-640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

\_\_\_\_\_  
FIRM NAME SUBMITTING THE BID

\_\_\_\_\_  
REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

***Indicate all that apply:***

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

**Non-Exclusion Affidavit - System for Award Management (SAM)**

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at [www.sam.gov](http://www.sam.gov). One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, \_\_\_\_\_ (***Contractor Representative***), hereby certify that neither I nor \_\_\_\_\_ (***Name of the company or organization I represent***) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on [www.sam.gov](http://www.sam.gov) to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**Notary**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015\_

Public in and for \_\_\_\_\_ County, \_\_\_\_\_ (Insert State Name)

**NON-COLLUSION STATEMENT**

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

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Fax \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of  
Company Official  
Authorizing This Bid \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official Position \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**(Notary Public in and for the State of Texas)**

\_\_\_\_\_  
**(Printed Name of Notary)**

My commission expires \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

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.  **Check this box if you are filing an update to a previously filed questionnaire.**

(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

**TO ALL CONTRACTORS, CONSULTANTS AND VENDORS  
CONDUCTING BUSINESS WITH THE CITY OF MESQUITE**

Updated: December 28, 2009

**Conflict of Interest Questionnaire  
Disclosure of Certain Relationships with Local Government Officers  
and Providing Public Access to Certain Information**

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005. The law was modified by the Texas Legislature in 2007 with HB 1491 in order to clarify many provisions of the original law.

The law requires certain local governmental officials to disclose employment and business relationships with contractors, consultants and vendors who conduct business with local government entities.

Chapter 176 defines a “**vendor**” as any person who enters **or seeks to enter** into a contract with a city. The term also includes an agent of a “**vendor**”.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local governmental entity. A municipal officer’s family member would include the officer’s spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-child.

The law applies to any written contract for the sale or purchase of real property, goods or services. A contract for services includes skilled or unskilled labor, or for professional services.

A “**vendor**” must file a **Conflict of Interest Questionnaire** if the “**vendor**” has a business relationship with the city and has:

1. An employment or other business relationship with an officer or an officer’s family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
2. Has given an officer or an officer’s family member one or more gifts totaling more than \$250 in the preceding twelve months.

A “**vendor**” is required to file a questionnaire not later than the seventh business day after the later of the following:

1. The date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or
2. The date the “**vendor**” becomes aware of a relationship or gives a gift to an officer or officer’s family member.

Further information regarding Texas Conflict of Interest laws and the **Conflict of Interest Questionnaire** can be found at the Texas Ethics Commission web site at the following web address:

[http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

The Texas Office of the Attorney General has a publication titled 2010 Texas Conflict of Interest Laws Made Easy available at the following web address:

[http://www.oag.state.tx.us/AG\\_Publications/pdfs/conflict\\_easy.pdf](http://www.oag.state.tx.us/AG_Publications/pdfs/conflict_easy.pdf)

**BID BOND**

Bond No.: \_\_\_\_\_  
(by Surety)

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS   §

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_, of the City of \_\_\_\_\_,  
\_\_\_\_\_ County, State of Texas (hereinafter referred to as "Principal"), and  
\_\_\_\_\_, authorized under the laws of the State of Texas to act as  
Surety on bonds for principals (hereinafter referred to as "Surety") are held and firmly bound unto the  
City of Mesquite (hereinafter referred to as "City") in the penal sum of \$\_\_\_\_\_ (an  
amount equal to 5% of the approximate total amount of the bid or if the bid is based upon alternates  
and/or addenda, at least 5% of the greatest amount bid by the bidder or Principal herein as evidenced  
in the Bid 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 submitted on or about this date, a bid proposal offering to perform the  
following:

**SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY  
CURED-IN-PLACE (CIPP), PHASE 1  
(1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT) and City CONTRACT  
NO. E2016-001**

, in accordance with the specifications and terms and conditions related thereto, to which reference is  
hereby made;

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal's offer as  
stated in the bid proposal is accepted by the City, and the said Principal executes and returns to the  
City the number of original counterparts of the contract required by the City, on the forms provided by  
the City, for the materials, equipment and/or services described herein and also executes and returns  
the same number of Performance, Payment and Maintenance Bonds, if required, on the forms provided  
by the City, within the time provided in the specifications, then this obligation is null and void, otherwise,  
it is to remain in full force and effect;

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

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

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

Company:\_\_\_\_\_

Company:\_\_\_\_\_

Address:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SURETY'S DALLAS COUNTY REGISTERED AGENT FOR SERVICE (REQUIRED):**

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Street Address (P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Dallas County Telephone No.

APPROVED AS TO FORM:

CITY OF MESQUITE

\_\_\_\_\_  
City Attorney or Designee

ATTEST:

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

## **BIDDER'S QUALIFICATION INFORMATION**

1. The **apparent low bidder** shall complete and deliver to the Engineering Division and City's Consulting Engineer **within 48-hours after the bid opening**, the following **Bidder's Qualification Information** documents:
  - Qualification Statement of Bidder. If additional space is needed, please use attachments.
  - Reference Statement of Bidder's Surety.
  - Bidder's Release of Qualification Information.
  - Bidder's List of Proposed Sub-contractors.
  - Non-Exclusion Affidavit - System for Award Management (SAM)
  - Financial Statement Reviewed or Audited by an Independent Certified Public Accountant (CPA) in accordance with Generally Accepted Accounting Principles (GAAP), prepared in the last 12-months for the bidder's company.
  - IRS W9 Form – a pdf version of this form can be downloaded from IRS web site.

**All six (6) documents shall be delivered to the Engineering Division and City's Consulting Engineer as a single, complete package. No one form or statement will be accepted individually.**

2. If the 48-hours deadline falls on a weekend or holiday, Bidder shall deliver the six (6) documents to the Engineering Division and City's Consulting Engineer the next workday after the 48-hours.
3. If a project is a "joint venture", all partners in the joint venture shall complete the pre-qualification forms.
4. The low bidder shall be required to submit evidence that they have a practical knowledge and experience of the particular work bid upon and that they have the financial resources to complete the proposed work.
5. In determining the contractor's qualifications, the following factors will be considered: Work previously completed by the contractor; adequate plant and equipment to do the work properly and expeditiously; financial resources to meet all obligations incidental to the work; technical expertise and safety record.



**QUALIFICATION STATEMENT OF BIDDER**

**Engineering Division  
City of Mesquite  
1515 N. Galloway Avenue  
Mesquite, Texas 75149**

Bidder: \_\_\_\_\_

***Circle One:*** Sole Proprietor    Partnership    Corporation    Joint Venture

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Principal Place of Business:

Principal Place of Business:

\_\_\_\_\_  
County & State

\_\_\_\_\_  
County & State

If the Bidder is a corporation, fill out the following:

State and County of Incorporation: \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Contact Person(s) at Office: \_\_\_\_\_ Phone: \_\_\_\_\_

List Officers of the Corporation and person(s) authorized to execute Contracts on Behalf of the Corporation:

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

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

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

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

How many years has your organization been in business as a General Contractor? \_\_\_\_\_

Greatest number of contracts in excess of \$100,000 under construction at one time in company's history: \_\_\_\_\_

Greatest number of contracts in excess of \$500,000 under construction at one time in company's history: \_\_\_\_\_

Total approximate value of incomplete work outstanding: \$ \_\_\_\_\_

List major projects of the type of work qualifying for or similar work completed in the last three years, give the following information for each project:

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Completion: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**(If Necessary - List Additional Projects by Using Attachments)**

List **incomplete** projects, including the following information for each incomplete project listed:

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

**Project:** \_\_\_\_\_

Owner/Engineer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Value of Incomplete Work: \_\_\_\_\_

**(If Necessary - List Additional Projects by Using Attachments)**

If company is under new management, please list names of staff and qualification and/or experience of said persons. (Please use attachments).

Have you or any present partner(s) or officer(s) failed to complete a contract? \_\_\_\_\_  
If so, name of owner and/or surety:

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

List any unsatisfied demands upon you as to your accounts payable, please use attachments.

**Bank Reference:**

Bank: \_\_\_\_\_ City: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Officer: \_\_\_\_\_

**Other Credit References:**

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

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

**Municipal Reference:**

City: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**REFERENCE STATEMENT OF BIDDER'S SURETY**

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

1. For this Bidder, how many contracts **that are now complete** has this surety furnished contract bonds? \_\_\_\_\_
2. For this Bidder, how many **incomplete contracts** has this surety furnished contract bonds?  
\_\_\_\_\_
3. What is the maximum bonding capacity of this Bidder? \$ \_\_\_\_\_
4. Does the current financial information on this Bidder indicate solvency and a financial ability to complete this contract? \_\_\_\_\_
5. Does the information available to this surety indicate that the contractor pays accounts when due?  
\_\_\_\_\_ If not, give details: \_\_\_\_\_
6. Is it the surety's opinion that the bidder has sufficient experience and financial resources to satisfactorily perform the contract? \_\_\_\_\_
7. Provided this bidder does not assume other commitments or that this surety does not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified: \_\_\_\_\_

**REMARKS:**

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

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

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

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

Address: \_\_\_\_\_ (Local office in Dallas County)

\_\_\_\_\_  
City            State    Zip

Phone: \_\_\_\_\_

**BIDDER'S RELEASE OF QUALIFICATION INFORMATION**

Pursuant to advertisement for bids and in conformance with Instructions to Bidders for types of work outlined in Bidder's Statement of Qualifications, the undersigned is submitting information as required with the understanding that the purpose is for the City's confidential use, only to assist in determining the qualifications of Bidder's organization to perform the type and magnitude of work designated, and further, Bidder guarantees the truth and accuracy of all statements made, and will accept the City's determination of qualifications without prejudice. The surety herein named, any other bonding company(s), bank(s), subcontractor(s), supplier(s), or any other person(s), firm(s) or corporation(s) with whom Bidder has done business, or who have extended any credit to Bidder is (are) hereby authorized to furnish the City with any information the City may request concerning performance on previous work and Bidder's credit standing with any of them; and Bidder hereby releases any and all such parties from any legal responsibility whatsoever on account of having furnished such information to the City:

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

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

**LOCATION OF LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY (MUST BE IN DALLAS COUNTY)**

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

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

**BIDDER'S LIST OF PROPOSED SUB-CONTRACTORS**

**1. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**2. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**3. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**4. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**5. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---



**6. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**7. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**8. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**9. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

**10. Sub-Contractor / Material Supplier:**

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

Type of Work to Be Performed: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

---

## **CONTRACT AND BOND FORMS**

### **NOTICE TO BIDDERS**

The following blank spaces in the contract and bonds **are not to be filled in** by the Bidder at the time of submitting his proposal.

The contract and bond forms are submitted at this time to familiarize the Bidder with the form of contract and bonds that the successful Bidder will be required to execute.

## CONTRACT CHECKLIST

City contracts must be checked to ensure they are ready for review and signature.

CHECK	CONTRACT ITEM:
	Are all blanks filled in, except for the signatures of the Mayor (or City Manager), City Secretary and City Attorney?
	The date the Contract is "made and entered into" should be the meeting date the bid was awarded by City Council (for contracts over \$50,000), or the date of City Manager approval (for contracts under \$50,000). Is the date of the contract correct?
	units x unit price = amount
	individual amounts = total base bid
	total bid = amount awarded by Council
	Company name is consistent throughout all contractual documents
	If the contractor is a corporation, the President or Vice-President of the corporation should sign the Contract. The Secretary of the corporation must then attest the signature and seal the Contract unless the contract form used provides for an acknowledgment by a notary.
	Contract total matches the awarded amount by Council
	Signed by authorized person for the company
	Printed name matches signed name
	The name of the person signing the Contract on behalf of the contractor and the City must be typed on the appropriate lines as well as their respective titles.
	If the Contract is revised by the striking-out or inserting of new language, both parties should initial the change.
	<b>PERFORMANCE AND PAYMENT BONDS</b>
	<b>Performance Bond</b> = 100% of Contract Amount (City Form) Includes a 2-year warranty period after City Acceptance for materials and workmanship.
	Check that the company name is identical to name listed in contract
	Check for same contract date (reference in top paragraphs)
	The name of the surety on the bond must appear the same on each page of the bond.
	Check for issuance date (date of contract or after)
	Check for same signature & title throughout bond.
	Check for typed name and title of the person signing bond and for legible signature.
	Check for agent in Dallas County.
	The items listed as work to be done must exactly match the improvements listed on the Contract.
	The surety's seal (which is the seal of the bond company) must appear under the surety's signature (not a notary's seal). All corporate sureties have seals. The seal may be a legible facsimile seal, unless the instrument states otherwise.
	<b>Payment Bond</b> = 100% of contract amount (City form)
	Check that the company name is identical to name listed in contract
	Check for same contract date (reference in top paragraphs)
	The name of the surety on the bond must appear the same on each page of the bond.
	Check for issuance date (date of contract or after)
	Check for same signature & title throughout bond
	Check for typed name and title of the person signing bond and for legible signature.
	Check for agent in Dallas County
	The items listed as work to be done must exactly match the improvements listed on the Contract.
	The surety's seal (which is the seal of the bond company) must appear under the surety's signature (not a notary's seal). All corporate sureties have seals. The seal may be a legible facsimile seal, unless the instrument states otherwise.
	<b>INSURANCE-GENERAL</b>
	Certificate of Insurance (ACORD form)
	Check that the company name is identical to name listed in contract

CHECK	CONTRACT ITEM:
	Check the expiration date on policy to ensure it is current.
	Check for City of Mesquite listed as additional insured under General and Auto Liability Policies.
	Check for a waiver of subrogation in favor of the City of Mesquite under General and workers Compensation/Employers Liability.
	Workers Compensation \$100,000 per occurrence
	<b>INSURANCE-CONSTRUCTION</b>
	Commercial Liability \$500,000 per person/\$1,000,000 per occurrence
	Contractual Liability property damage \$500,000 per occurrence with general aggregate of \$1,000,000
	Automobile combined single limit \$500,000
	<b>OTHER</b>
	Conflict of Interest Questionnaire on file with the City Secretary
	IRS W9 Form Submitted for Setting Up Vendor Account and Processing Payment
	Checked by: _____
	Date: _____

**CONTRACT**

STATE OF TEXAS       §  
                                  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS   §

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF MESQUITE, TEXAS, of the County of Dallas and State of Texas, acting through **Ted Barron, City Manager**, thereunto duly authorized so to do, hereinafter termed **CITY**, and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of Texas, hereinafter termed **CONTRACTOR**.

**WITNESSETH:** In consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**Article I. Work**

The Contractor shall perform all of the work as specified in the Contract Documents. The work is generally described as follows:

**SOUTH MESQUITE CREEK SANITARY SEWER 48” TRUNK MAIN REHABILITATION BY CURED-IN-PLACE (CIPP), PHASE 1 (1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT) and City CONTRACT NO. E2016-001**

Plans and Specifications prepared by: **HUITT-ZOLLARS, INC.**

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the Contractor's own cost and expense, the Contractor shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the City.

**Article II. Contract Documents**

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, instructions to bidders, proposal, bid form, addendums, specifications, including the general provisions with addendums, special provisions, and technical specifications, addendum, plans, or working drawings, any supplemental changes or agreements pertaining to the work or materials therefore, bonds, and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

**Article III. Contract Price**

The City shall pay the Contractor for completion of the work in accordance with the Contract Documents using current funds the price or prices shown in the proposal and bid form, which forms a part of this contract the sum of:

---

Such payments shall be subject to the provisions of the Contract Documents.

**Article IV. Contract Time**

The CONTRACTOR hereby agrees to commence work within ten (10) days of the date established by the written Notice to Proceed, and to substantially complete the same **within 90 Calendar Days** subject to such extensions of time as are provided by the Contract Documents.

**IN WITNESS WHEREOF**, the City and Contractor have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the City and Contractor.

**CITY OF MESQUITE  
(CITY)**

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

By: \_\_\_\_\_  
Ted Barron  
City Manager

BY: \_\_\_\_\_  
(signature)

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

ATTEST:

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

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Designee

**PERFORMANCE BOND**

STATE OF TEXAS           §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS       §

THAT \_\_\_\_\_, of the City of \_\_\_\_\_, \_\_\_\_\_ County, State of Texas (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "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 Mesquite** (hereinafter referred to as "City") in the penal sum of \$\_\_\_\_\_ (not less than 100% 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 City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, for the:

**SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY CURED-IN-PLACE (CIPP), PHASE 1 (1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT) and City CONTRACT NO. E2016-001**

to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein;

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal fully and faithfully executes the work and performance of 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 V.T.C.A. Government Code Chapter 2253, Public Work Performance and Payment bonds, as amended, and Article 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 on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

Surety must be approved by the Texas State Board of Insurance under Article 7.19-1 of the Insurance Code and authorized under the laws of Texas to act a surety on bonds for principals.

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 (2) years** from the date of completion and acceptance of the improvement by the City.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**PRINCIPAL:**

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

(P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, Zip Code

Phone Number: \_\_\_\_\_

Dallas Telephone Number

**SURETY:**

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

(P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, Zip Code

**SURETY'S DALLAS COUNTY REGISTERED AGENT FOR SERVICE (REQUIRED):**

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

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

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

(P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, Zip Code

Phone Number: \_\_\_\_\_

Dallas County Telephone Number  
**(Attach dated Power of Attorney for Surety)**

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Designee



**PAYMENT BOND**

STATE OF TEXAS           §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS     §

**THAT** \_\_\_\_\_, of the City of \_\_\_\_\_, \_\_\_\_\_ County, State of Texas, (hereinafter referred to as Principal), and \_\_\_\_\_ (hereinafter referred to as "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 Mesquite (hereinafter referred to as "City") in the penal sum of \$\_\_\_\_\_ (an amount not less than 100% of the approximate total amount of the Contract) 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 City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, for the:  
**SOUTH MESQUITE CREEK SANITARY SEWER 48" TRUNK MAIN REHABILITATION BY CURED-IN-PLACE (CIPP), PHASE 1 (1900 FEET BEGINNING @ WASTEWATER TREATMENT PLANT) and City CONTRACT NO. E2016-001**

to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein;

**NOW, THEREFORE**, the condition of this obligation is such that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely 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, to remain in full force and effect.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of V.T.C.A. Government Code Chapter 2253, Public Work Performance and Payment bonds, as amended, and Article 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 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 same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

Surety must be approved by the Texas State Board of Insurance under Article 7.19-1 of the Insurance Code and authorized under the laws of Texas to act a surety on bonds for principals.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**PRINCIPAL:**

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

(P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, Zip Code

Phone Number: \_\_\_\_\_

Dallas Telephone Number

**SURETY:**

Signature: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

(P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, Zip Code

**SURETY'S DALLAS COUNTY REGISTERED AGENT FOR SERVICE (REQUIRED):**

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

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

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

(P.O. Box is not acceptable)

\_\_\_\_\_  
City, State, Zip Code

Phone Number: \_\_\_\_\_

Dallas County Telephone Number

**(Attach dated Power of Attorney for Surety)**

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Designee



## SECTION GP

### CONTRACT GENERAL PROVISIONS

For this Contract the City of Mesquite has adopted the *North Central Texas Council of Governments Public Works Construction Standards, Fourth Edition (October 2004), Division 100 General Provisions* with modifications by addendum. The modifications to the above referenced Division 100 General Provisions are contained in the below City of Mesquite Addendum.

**CITY OF MESQUITE**

**ADDENDUM**

**TO**

**NORTH CENTRAL TEXAS**

**STANDARD SPECIFICATIONS**

**FOR**

**PUBLIC WORKS CONSTRUCTION**

This addendum to the ***North Central Texas Standard Specifications for Public Works Construction, Division 100 General Provisions, Fourth Edition, dated October 2004*** sets forth exceptions or requirements of the City of Mesquite and thereby takes precedence over any conditions or requirements of the ***North Central Texas Standard Specifications for Public Works Construction, Division 100 General Provisions*** with which it is in conflict.

The comments are itemized by the ***North Central Texas Standard Specifications for Public Works Construction, Division 100 General Provisions*** section reference number followed by specific comments.

## 101.1 DEFINITIONS

Add the following definitions:

**Advertisement:** All of the legal publications pertaining to the work contemplated or under contract.

**Apparent Low Bidder:** The bidder determined to have the numerically lowest bid as a result of the tabulation of bids by the Owner.

**Award:** The City Council's acceptance of the Contractor's bid for a proposed contract that authorizes the Owner to enter into a contract.

**Bid Bond:** The approved form of proposal guarantee furnished by the Contractor and his surety as security for compliance with all conditions of such proposal guarantee as set forth in the General Provisions.

**Bidder:** Any person, persons, partnership, company, firm, association or corporation or combination thereof, acting directly or through a duly authorized representative submitting a proposal for the work contemplated.

**Calendar Day:** A calendar day is defined as any day of the week or year, no days being excepted.

**City:** The City of Mesquite, Texas, a municipal corporation, acting by and through (a) its governing body, (b) its Mayor or (c) its City Manager, each of whom is required by Charter to perform specific duties. Responsibility for final enforcement of contracts involving the City of Mesquite is by Charter vested in the City Manager.

**Claim:** Compensation for any alleged damage by reason of the acts or omissions of the Owner.

**Consulting Engineer:** The person, firm or entity hired as an independent consultant by the Owner to design the Project and represent the Owner in the administration of the Contract in whatever capacity the Owner designates; the Owner may, at sole option, designate the Consulting Engineer to be the Engineer for purposes of administration of the Contract. The Consulting Engineer shall be understood to be the Consulting Engineer of the Owner, and nothing contained in the Contract Documents shall be construed to make the Consulting Engineer an employee of the Owner, nor shall they be construed to create any contractual or agency relationship between the Consulting Engineer and the Contractor. The term includes the officers, employees, associates, agents or sub-consultants of the Consulting Engineer, if any.

**Contractor's Qualification Information:** qualification forms completed by a Bidder reflecting a Bidder's financial data and experience.

**Effective Start Date:** The date indicated in the Notice to Proceed as the date of commencement of Work which is the date from which the start of Contract Time is measured.

**Field Order:** A written order issued by the Owner's Representative which orders minor changes or clarifications in the Work which do not involve a change in the Contract Time or Contract Price.

**General Conditions:** The special clauses of the contract setting forth conditions or requirements supplementing the standard or general specifications and taking precedence over any conditions or requirements.

**General Design Standards:** The General Design Standards developed, adopted and published by the City of Mesquite - Engineering Division.

**Owner:** The City of Mesquite, Texas.

**Owner's Inspector:** The Public Works Construction Inspector of the City of Mesquite or the person designated by the Owner's Representative to inspect the work for the City, more than one inspector may be assigned to a project.

**Owner's Representative:** The City Engineer of the City of Mesquite or the person designated by the City Engineer to represent the City, or such other person as authorized by the City in the contract documents.

**Product:** The term "product" includes materials, systems, and equipment.

**Proposal:** The written statement or statements duly filed with the Purchasing Agent, whether in the form of a sealed bid, proposal, quotation or other form, of the person, persons, partnership, company, firm, association or corporation proposing to do the work contemplated.

**Proposal Guarantee:** The security designated in the advertisement and proposal, to be furnished by each bidder as a guarantee of good faith to enter into a contract with the Owner and comply with all conditions provided for such Proposal Guarantee in the General Provisions (reference Section 102.5).

**Provide:** The term "provide" means to furnish and install.

**Request for Information (RFI):** A written request from the Contractor to the Owner's Representative for plan or specification interpretation or clarification.

**Shop Drawings or Submittals:** All drawings, diagrams, illustrations schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, manufacturer's data, diagrams, and other information submitted by the Contractor to the Owner's Representative for approval (reference Section 105.3).

**Standard Details:** Standard details developed, adopted and published by the City of Mesquite Engineering Division or the standard details developed by other agencies or engineers that are included in the project plans or specifications.

**Substantially Complete:** In the opinion of the Engineer, that the Work has been made suitable for use or occupancy or is serving its full intended purpose, but may require minor miscellaneous work or adjustment as evidenced by issuance of a Certification of Substantial Completion by the Owner's Representative.

**Working Hours:** Work shall be done only during the regular and commonly accepted and described working hours between 7:00 a.m. and 6:00 p.m. No work shall be done nights, Sundays or regular holidays unless written permission is given by the Owner's Representative.

**Official City Holidays are:**

New Year's Day Holiday  
Martin Luther King Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Day Holiday

**Written Notice:** Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.



## 102.1 PROPOSAL FORM

**Add:** Proposal Forms may be obtained as provided in the advertisement for bids.

### **Add to the end of the Section the Following Subsections:**

**102.1.1 Contract Price.** The total Contract Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.

**102.1.2 Pay Items.** Items not listed in the bid proposal shall be considered subsidiary to the construction and no additional compensation will be given for them.

## 102.3. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

### **Add to End of Section the Following Subsections:**

**102.3.1. Addenda.** Bidders desiring further information, or interpretation of the plans and specifications, must make request for such information in writing to the Owner's Representative five (5) working days prior to the date of the bid opening. Answers to such requests will be given in writing to all bidders by Addendum and such Addendum shall be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in the plans, specifications or quantities, or should he be in doubt as to their meaning, he shall at once notify the Owner's Representative in order that a written Addendum may be sent to all bidders. Any Addenda issued prior to twenty-four (24) hours before the opening of bids will be delivered by facsimile or email to all plan holders on record with the City of Mesquite. The proposal as submitted by the Bidder will be so constructed as to include any Addendum issued by the Owner's Representative prior to twenty-four (24) hours before the opening of bids.

The Bidder must acknowledge in the proposal bid forms that all addendums have been received.

**102.3.2. Pre-Bid Inspection.** Bidder shall inspect the site prior to bidding and prior to move in. Bidder's inspection shall include but not be limited to observation and verification of existing grades, topographic conditions, surface and subsurface soil conditions and surface and subsurface water drainage conditions, observation and verification of any existing utility, appurtenance, or structure as it may relate to the contract. This shall include but not be limited to:

- Water and sewer appurtenances.
- Storm sewer structures and appurtenances.
- Concrete structures and appurtenances.
- Petroleum pipeline systems and appurtenances.
- Natural Gas pipeline systems and appurtenances.
- Telecommunications systems and appurtenances.
- Electrical systems and appurtenances.
- Television cable systems and appurtenances.
- Irrigation systems and appurtenances.

**102.3.3. Geotechnical Data.** Soil Borings, soil profiles, ground water elevations, and underground utilities shown on the plans have been obtained for use in preparation of the plans. The Owner makes no representation or warranty to the accuracy of this geotechnical data.

**102.3.4. Quantity Verification.** Bidders shall verify all quantities included in the bid proposal prior to submitting bid. Should any major quantity discrepancy between stated bid quantities and Bidder's

estimate be found, Bidder shall notify the Owner's Representative in writing, prior to submitting bid, and obtain a clarification and/or correction to the stated bid quantity. By submitting a bid, Bidder represents that estimates were performed and no major quantity discrepancies were found.

**102.3.5. Subsidiary Cost:** It is the intent of the Contract Documents, Technical Specifications, Supplemental Specifications, and plans to describe the construction and subsidiary activities and materials necessary to furnish and install a complete in place project, ready for its intended use, accepted by the Owner's Representative. Those materials and work necessary to furnish and install a complete in place project, conforming to the plans and specifications, that are not specifically identified in the bid proposal, technical specifications, or the supplemental technical specifications as pay items shall be considered as subsidiary to the contract as a whole, and as such shall not be submitted for individual payment by the Contractor. The cost of those subsidiary items shall be reflected in the prices stated in the bid proposal. It shall be the responsibility of the Contractor to review the bid proposal, plans, technical specifications, and supplemental technical specifications and site conditions to determine those materials and work which are not specifically identified but which shall be necessary to furnish and install a complete project in place.

#### **102.4. PREPARATION OF PROPOSAL**

**Change:** in the second sentence "both in words and numerals" to "in numerals"

**Add after the first sentence:** The bidder shall submit Bid Proposals on Bid Forms in the contract document or from computer generated forms supplied by the Owner. Modifications, revisions and creations of a new computer generated form not furnished by the Owner shall be considered an irregular proposal and may disqualify the bidder. Unit prices shown on the Bid Proposals shall state the prices for which he proposes to do the work contemplated or furnish the material required.

#### **102.5 PROPOSAL GUARANTY**

**Add to the end of the section:** An acceptable Surety per the terms of GP Section 103.3 SURETY BONDS shall execute the bidder's surety bond, together with the bidder, as Principal. In addition, the Bidder and its agents shall have no financial interest in the Surety.

#### **102.7. WITHDRAWING PROPOSALS**

**Change:** In the last sentence, change "90 days" to "120 days".

**Add:** After the 120-day period, if agreed to in writing between Contractor and Owner, the bid will stay in effect, without change, for a period agreed to between the Contractor and Owner.

#### **102.8 OPENING PROPOSALS**

**Delete the last sentence of this section.**

#### **102.9. CONSIDERATION OF PROPOSAL**

**Add:** When required by the bid documents, within 48-hours of the bid opening, the apparent low bidder must submit to the Owner, the Bidder's Qualification Information on the forms provided in the bid documents providing evidence that the bidder is capable of properly executing the work.

#### **102.10. IRREGULAR PROPOSALS**

**Add:** After the words "irregular if" add ", in the sole opinion of the Owner,".

#### **102.12. DISQUALIFICATION OF BIDDERS**

**Add:**

- (9) The bidder being party to any litigation against the Owner;
- (10) The bidder being in arrears on any existing contract or other financial obligation or debt.
- (11) Lack of experience, competency, ability, capacity of the bidder to perform the contract or provide the service required as revealed by the Bidder's Qualification Information.
- (12) Lack of a current financial report as required in the Bidder's Qualification Information submission requirements.

- (13) The quality, availability and adaptability of the supplies, materials, equipment or contractual services, to the particular use required.
- (14) The number and scope of conditions attached to the bid proposal.
- (15) Whether the bidder can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- (16) The character, responsibility, integrity, reputation, experience and safety record of the bidder.
- (17) The previous and existing compliance by the bidder with laws relating to the contract or service.
- (18) Any previous or existing noncompliance by the bidder to perform the contract or provide the service.
- (19) The ability of the bidder to provide future maintenance, repair parts, and service for the subject contract.
- (20) Rejection of bid when a bid is submitted in which there is a material failure to comply with the specification requirements
- (21) Evidence that contractor, subcontractor have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

### **103.2. AWARD OF CONTRACT**

**Change:** In the first sentence, change “90 days” to “120 days”.

**Add:** The right is reserved, as the interest of the Owner may require, to reject any and all bids and waive any informality of bids received.

#### **103.3.1.1. Performance Bond.**

**Change:** In the last sentence, change “period of one year” to “period of **two years**”.

#### **103.3.1.4. Bond Amounts Based on Contract Amounts**

**Delete entire section.**

#### **103.3.3. Sureties.**

**Delete second to last sentence and Replace with:** The surety shall designate an agent in Dallas County, Texas who is acceptable to the Owner to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. Legal venue for enforcement of the bonds shall lie exclusively in Dallas County, Texas.

**103.4 INSURANCE**

**Delete entire subsection 103.4.1. Contractor’s Insurance, including subsections and Replace with:**

**103.4.1 Contractor’s Insurance.** The Contractor and his subcontractor(s) shall not commence work on any contract in the City of Mesquite until he has obtained, for himself and all subcontractors, all the insurance required under this paragraph, and such insurance has been approved by the Owner.

The Contractor and his subcontractor(s) agrees to provide and to maintain the following types and amounts of insurance, which may be satisfied by any combination of primary, excess or umbrella liability insurance, for the term of this Contract:

**Amounts and Types of Insurance:**

	<b>Type</b>	<b>Amount</b>
1	Workers Compensation/Employer's Liability	Statutory \$100,000 per occurrence
2	Commercial (Public) Liability, including, but not limited to: A. Premises/Operations B. Independent Contractors C. Personal Injury D. Products/Completed Operations E. Contractual Liability (insuring above indemnity provisions) F. Explosion or Cave-in	<b><u>Bodily Injury:</u></b> \$500,00 per person, \$1,000,000 per occurrence  and  <b><u>Property Damage:</u></b> \$500,000 per occurrence with general aggregate of \$1,000,000
3	Automobile Policy	Combined Single Limit - \$500,000.00

The required limits may be satisfied by any combination of Primary, Excess or Umbrella liability coverage. The preceding amounts notwithstanding, Owner reserves the right to decrease or increase the minimum required insurance either as provided in the contract documents or after thirty (30) days' notice is sent to the Contractor’s address as shown on Contractor’s Proposal. The Contractor may pass through to the Owner all costs for obtaining the increase in the insurance coverage.

The Contractor understands that it is its sole responsibility to provide Certificates of each policy before any work is started and that failure to timely comply with the stated policy endorsements and special conditions hereinafter specified shall be a cause for termination of this Contract. Prior to the effective date of cancellation of any coverage, the Contractor must deliver to the Owner a replacement Certificate or proof of reinstatement. In addition to the Certificates, all Policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection and the providing company.

Insurance required by this Contract for the Owner as additional insured shall be primary insurance and not contributing with any other insurance available to the Owner, under any third party liability policy.

**Delete entire subsection 103.4.2. Owner’s Protective Liability Insurance and Replace with:**

**103.4.2 Worker's Compensation Insurance.** The Owner shall require worker’s compensation insurance coverage as defined in Section 401.011(44) of the Texas Labor Code from any contractor before entering into a building or construction contract to prove in writing that the Contractor and all subcontractors shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements set forth in

Section 406.096 of the Texas Labor Code, for all persons providing services on the project, for the duration of the project.

### **103.6 NOTICE TO PROCEED AND COMMENCEMENT OF WORK**

**Add:** Prior to the start of work, the Owner may arrange a Pre-Construction Conference with the Contractor and appropriate Owner staff. The Pre-Construction Conference shall be scheduled no later than 10 days after the Contract is fully executed. The Notice to Proceed (NTP) shall state the date upon which the Contract time (the Effective Start date) shall start. The Effective Start date will be within 10 days after the Pre-Construction Conference for the Project is held unless requested otherwise in writing by the Owner's Representative.

#### **Add The Following Section:**

### **103.8. COST BREAKDOWN (SCHEDULE OF VALUES FOR LUMP SUM BIDS OR BID ITEMS)**

The Contractor shall prepare and submit for approval to the Owner's Representative at the preconstruction meeting a breakdown of lump sum items, identified by the Owner, for the various parts and classes of work to be performed under the Contract.

### **105.1.1 Priority of Contract Documents.**

#### **Delete entire subsection and Replace with:**

The bid documents, contract, bonds, bid form, general provisions, special provisions, technical specifications, general specifications, plans, details, appendixes and all supplementary information and referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In case of discrepancy or conflict:

- written out or calculated dimensions shall govern over scaled dimensions;
- large-scale details shall govern over general or smaller scale details;
- project specific details shall govern over general or standard details;
- Special Provisions shall govern over General Provisions;
- project specific technical specifications shall govern over standard specifications;
- City of Mesquite General Design Standards shall govern over ***North Central Texas Standard Specifications for Public Works Construction, Fourth Edition, dated October 2004;***
- City of Mesquite General Design Standards shall govern over Texas Department of Transportation (TXDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2004 Edition.

### **105.1.3. Contract Drawings and Specifications.**

**Add at the end of the first paragraph:** "The only plans authorized for use are stamped:

**RELEASED FOR CONSTRUCTION  
CITY OF MESQUITE  
ENGINEERING DIVISION  
(DATE)  
THESE PLANS SHALL  
BE ON THE JOB SITE AT ALL TIMES**

### **105.2.2. Special Warranty.**

**Change:** In the first sentence, change "one year" to "two years".

### **105.3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**Delete:** The last sentence in the last paragraph.

### **105.4. CONSTRUCTION STAKES**

**Delete:** Entire first paragraph of section.

**Add:** The Contractor is responsible for furnishing at Contractor's expense all construction staking

necessary to establish line and grade. ). The Consulting Engineer will provide one-time location of survey control points for the Contractor's surveyor. Prior to construction the Contractor shall field verify elevations and locations of tie-in points for existing utilities. If discrepancies are discovered between field conditions and plan elevations the Contractor shall notify the owner immediately of the discrepancies. All construction staking is subject to checking and verification by the Owner's Representative. The hiring of a Registered Land Surveyor shall comply with Article 2254.004 of the Texas Governmental Code (Professional Services Procurement Act).

#### **105.6. SUPERVISION BY CONTRACTOR**

**Add:** The Contractor shall at all times have on the site of the work a superintendent or general foreman on site if any work is being done or any materials are being delivered to the project location. The Contractor superintendent and general foreman shall be fluent in speaking, reading and writing English.

#### **105.7.1 Authority of the Engineer**

**Add:** The Owner's Representative has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

#### **105.7.2. Owner's Representative's Final Determination**

**Add:** Should the Contractor object to any order by any subordinate Owner's Representative, the Contractor may, within six days make written appeal to the Owner's Representative for his decision.

#### **105.9 INSPECTION**

**Add:** The Owner's Inspector shall not have the power to waive the obligations of this Contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the Owner's Inspector to condemn any defective work or material shall release the Contractor from the obligation to at once remove and properly replace the same at any time prior to Owner's final acceptance upon the discovery of said defective work or material.

#### **105.9.1. Removal of Defective and Unauthorized Work.**

**Add:** If the Owner's Representative prefers to accept Work which is defective and/or not in accordance with the requirements of the Contract Documents, the Owner's Representative may accept Work instead of requiring its removal and correction, prior to recommendation of final payment. Work found to be defective and accepted by the Owner shall be, at the discretion of the Owner's Representative and without recourse by the Contractor, subject to partial or non-payment. Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of any determination to accept such defective work (such costs to be approved by the Owner's Representative as to reasonableness, and to include, but not be limited to, fees and charges of engineers, inspectors, architects, attorneys, laboratories and other professionals). If any such acceptance occurs prior to the Owner's Representative's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Contractor to the Owner.

#### **105.9.3. Inspection Overtime**

**Delete the second sentence in the second paragraph and Replace with the following:** "The Inspector's normal working hours are 7:30 a.m. to 11:30 a.m. and 12:30 p.m. to 4:30 p.m., Monday through Friday with the exclusion of Official City Holidays. **The Contractor will reimburse the Owner for all inspection overtime outside the Inspector's normal working hours.** To arrange for inspection outside Inspector's normal working hours a verbal request for overtime inspection must be communicated to the Owner's Inspector two working days in advance. Work on Sundays and Holidays is prohibited except in the case of emergency and authorized, in writing, by the Owner's Representative. Work between the hours of 6:00 P.M. and 7:00 A.M. must be approved by the Owner's Representative. Overtime inspection shall be charged portal to portal. There is a two-hour minimum charge for inspection on weekends or Official City Holidays. The Contractor will be charged a 2-hour

minimum overtime charge if the Contractor schedules inspection on weekends or Official City Holidays but then cancels work without notice to the Public Works Construction Inspector before the inspector shows up to the project.

**Delete:** The last two paragraphs.

**Add:** Inspection overtime will be reimbursed to the Owner by the Contractor at the rate of time-and-one-half plus workman's compensation, F.I.C.A. and other normal City benefits and pertaining rates. The Contractor will be billed monthly by the City for overtime charges. The City will not give final payment or give final acceptance of a project until inspector overtime charges are paid.

#### **106.4. OFF-SITE STORAGE**

**Delete entire section and Replace with:**

The costs incurred in storage of materials or equipment away from the project site will not be made by the Owner. All costs incurred shall be the full responsibility of the Contractor and included in the Contractor's bid.

#### **106.5 SAMPLES AND TESTS OF MATERIALS**

**Delete the first paragraph and Replace with:**

Where, called for in the specifications or in the opinion of the Owner tests and retests of materials or completed work are necessary, such tests will be made **at the expense of the Contractor** unless otherwise specified.

**Add at the end of the last paragraph:**

The Contractor shall designate and pay a recognized testing laboratory to perform all testing, if any, for this project. Such designation is subject to the approval of the Owner's Representative. The hiring of the testing laboratory shall comply with Article 2254.004 of the Texas Governmental Code (Professional Services Procurement Act).

The Testing Laboratory must furnish the inspector with one field copy of the test results. A typed paper copy must be mailed to the Owner's Representative identified at the Pre-Construction Conference. The Owner's Representative may approve the submission of final test reports to the Owner by electronic means.

Collection of potable water samples for bacterial sampling will be accomplished by the Contractor. The Contractor must prepare the sample point and assist the City Public Works Construction Inspector in collecting the sample. All work and materials used for the sampling point and taking the samples must conform to the latest version of the American Water Works Association. Delivery of the potable water sample to the testing laboratory and testing of the potable water sample will be at the Owner's expense.

#### **107.2 INDEMNIFICATION**

**Add the following subsections:**

**107.2.1 Contractor's Responsibility.** Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the improvements are being made. It is expressly understood and agreed that City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

**107.2.2 Premise Defects.** Further, City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in improvements constructed by Contractor which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by Contractor. Contractor understands and agrees that this indemnity provision shall apply to any and all claims, suits,

demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

**107.2.3 Notice of Claim.** It is further agreed with respect to the above indemnity that City and Contractor will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, consequently or otherwise, affects or might affect the Contractor or City, and City shall have the right to compromise and defend the same to the extent of its own interests.

### **107.3 OWNER'S OFFICERS EMPLOYEES OR AGENTS**

**Add the following subsection:**

#### **107.3.3 Specific Conflict of Interest Provisions**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations relating to conflicts of interest, including all amendments and revisions thereto, which in any manner affect Contractor or the services and/or items to be provided. In particular, Contractor is put on notice that Owner will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the Owner to disclose potential conflicts of interest as defined in the Act in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Contractor of all benefits of the Contract; ii) the retainage by Owner of all services performed by Contractor and iii) the recovery by Owner of all consideration, or the value of all consideration, paid to Contractor pursuant to any awarded contract.

### **107.12 LABOR AND MATERIALS**

**Add the following subsection:**

#### **107.12.1. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE**

In compliance with State Law, the Contractor is required to pay all workers, including employees of subcontractors, for the construction of any public work project not less than the general prevailing rate of per diem wages in the locality for work of a similar character as determined by the City. The City has adopted the prevailing wage rates as determined by the U.S. Department of Labor in accordance with the Federal Davis Bacon Act for this Contract as provided by law.

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 Federal or State Wage Law that may be applicable to the project. The Contractor shall abide by Federal and State Wage and Hour Laws and must not pay less than the wages legally prescribed as set forth herein. In order to verify compliance with Federal or State wage laws and regulations, the Contractor may be required to submit a weekly certified payroll of all workers on the project listing name, social security number, labor classification, wage rates, hours worked and compensation paid.

Under the provisions of the Texas Government Code, Title 10, Subchapter F, Section 2258.023, the Contractor shall forfeit as a penalty to the City on whose behalf the Contract is made or awarded, Sixty Dollars (\$60.00) 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.

The Contractor may obtain the applicable current wage rates for various trades and classifications of work necessary to perform services under this Contract from the U.S. Department of Labor Wage and Hour Division Davis-Bacon Wage Determination Web site at the following address:

<http://www.access.gpo.gov/davisbacon/>.

Such wage determinations must be for projects in Dallas County, Texas dated no more than 3 years prior to the date this Contract was advertised for bid



In addition, the Contractor is required to obtain skilled and unskilled labor used on the work, when qualified, fit and available, first from residents within the City of Mesquite, Texas, and second from residents of Dallas County, if practical and available. However, the Contractor may bring his superintendent, foreman, sub-foreman, machine operators and sufficient key men to round his organization.

### **107.13 EQUAL EMPLOYMENT OPPORTUNITY**

#### **107.13.5 Reports**

**Add at the end of the first sentence:** "if required by the Owner".

#### **Add the following subsections:**

**107.13.6. Protection of Resident Workers:** The Owner actively supports the immigration and Nationality Act (NA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

#### **107.13.7. Handicapped Discrimination Regulations:**

The handicapped discrimination regulations mandate equal opportunity and require that outside organizations such as labor unions and contractors who provide services to the local governments must not discriminate against qualified handicapped persons in employment decisions.

#### **107.13.8. Non-Compliance with Equal Employment Opportunity Provisions**

In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

### **107.14 STATE AND LOCAL SALES AND USE TAXES**

**Add:** If the Contractor performs under a separated contract as defined by Rule 3.291 by obtaining the necessary permit or permits from the State Comptroller's office allowing the purchase of materials for incorporation in this project without having to pay the Limited Sales and Use Tax at the time of purchase, the Contractor shall identify separately from all other charges the total agreed contract price for materials incorporated into the project. Total materials shall include only materials physically incorporated into the project.

If the Contractor operates under a "separated contract," the Purchasing Division will furnish the Contractor with an exemption certificate for the applicable materials. In order to comply with the requirements of Rule 3.291, as mentioned above, Bidder shall obtain a sales tax permit. It shall be necessary that the Bidder issue resale certificates to suppliers.

Sales tax application for a sales tax permit and information regarding resale certificates may be obtained by writing to:

Comptroller of Public Accounts  
Capitol Station  
Austin, Texas 78774

The Contractor may also receive information or request sales tax permit applications by calling the State Comptroller's local Mesquite office at **(214) 289-3400**.

Subcontractors are eligible for sales tax exemption if the subcontract is made in such a manner that the charge for materials is separated from all other charges. The procedure described above will effect a satisfactory separation. When subcontracts are handled in this manner, the Contractor shall issue a resale certificate to the subcontractor, in turn, must issue a resale certificate to his supplier.

#### **107.16 COMPLIANCE WITH LAWS**

**Add:** The Contractor shall indemnify and save harmless the Owner against any claims arising from the violation of any such law, ordinances and regulations.

##### **107.16.1 Storm Water Permit.**

**Delete entire paragraph and Replace with:**

**If the project disturbs more than one-acre of land** the Contractor shall obtain a Storm Water Discharge permit required for construction of this project under regulations contained in the Texas Commission on Environmental Quality (TCEQ) Texas Pollution Discharge Elimination System (TPDES) General Permit TXR150000. The Contractor shall implement a storm water pollution prevention plan (SWP3); post the appropriate Construction Site Notice (CSN), and if the disturbed land area is 5-acres or more complete and submit a Notice of Intent (NOI) to the TCEQ, including the \$350 by mail or \$250 by electronic payment, NOI fee. For permitting information and requirements, contact the Texas Commission on Environmental Quality (TCEQ) and the City of Mesquite.

If a permit is required, the Contractor shall provide measures to control soil erosion, sediment, and water pollution created by construction operations for the duration of the Contract per the approved construction documents and as directed by the Owner's Representative.

#### **107.18 PUBLIC CONVENIENCE AND SAFETY**

**Add the following subsections:**

**107.18.1. Temporary Water and Sanitary Sewer Service.** When existing water or sanitary sewer mains or services have to be taken up or removed, the Contractor shall, at his own cost and expense, provide and maintain temporary outlets and connections for all private or public water, sanitary sewer and drain connections. The Contractor shall also take care of all sewage and drainage which will be received from these sanitary sewers and drains; and for this purpose he shall provide and maintain, at his own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor, at his own expense, shall construct such piping, troughs, or other structures necessary, and be prepared at all times to dispose of sanitary sewer and drainage received from these temporary connections until such time as the permanent connections are built and in service. The existing water, sanitary sewer and drain connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the Owner's Representative. All water, sewage or drainage shall be disposed of in a satisfactory manner so that no nuisance is created, and so that the work under construction will be adequately protected.

**107.18.2. Explosives.** Explosives shall not be used in the prosecution of this project.

##### **107.19.2. Protection of Persons and Property**

**Add:** At the end of the first sentence in the last paragraph "and City of Mesquite Work Zone Traffic Control Guidelines Manual".

**Add:** At the end of the section "In order to document site conditions and assist in resolving claims for construction damage the Contractor shall take digital pictures and/or digital video recordings of the site before construction. In addition the Contractor shall during the course of construction periodically record site conditions using digital pictures and/or digital video recordings. The Contractor shall make these recordings at least monthly or more frequently if the Owner's Inspector so orders. Copies of all digital photographs and/or video recordings shall be burned to DVD or other digital media acceptable to the Owner and provided to the Owner's Inspector."

**Add to end of section the following subsection:**

**107.19.2.1. Access to Property.** The Contractor shall schedule the work such that inconvenience to the public and adjoining property owner's shall be at a minimum. Access to all businesses shall be provided at all times during business hours.

The Contractor will schedule work through residential areas in a manner that would expedite construction operations and will restore drive approach access at the end of each working day during execution of the project (except during paving operations of the specific residential drive approach). The Contractors shall maintain temporary drive approaches to the satisfaction of the Owner's Representative. Private drives to residences shall not be closed for more than 10 days at any one time during paving operations.

The Contractor will notify the Owner's Representative Office one (1) week prior to any street or driveway closure.

**107.19.3.6. Payment for Trench Safety and Special Shoring.**

**Delete the first sentence and Replace with:** "Payment for trench safety shall be by the lineal feet of trench regardless of depth."

**107.23.4. Utility Coordination and Protection**

**Delete the first sentence and Replace with:**

"No franchise utility relocations have taken place in preparation for the project, and the location of existing utilities may not be shown on the plans. It is the Contractor's responsibility to notify utility companies to arrange for exact locations at least 48 hours prior to beginning construction. The Contractor is fully responsible to coordinate necessary utility relocation with the utility companies and will make all efforts to coordinate necessary relocation of utilities with the utility owner. The Owner shall not be held responsible by the contractor for any delays created by a franchise utility company relocating their facilities. The time of construction given for the project includes all necessary utility work involved with franchise utility companies. The Owner will make an effort to assist the Contractor in coordinating relocations before and during the project."

**Delete: Table 107.23.4.(a) Utility Coordination**

**Replace with:**

Franchised Utilities (*Electric, Phone, Cable & Gas*)

Texas One Call

Dial **811** or by internet at: <http://tickets.texas811.org/tickets/submit>

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City of Mesquite  
**(City Owned Water, Sanitary Sewer  
& Storm Sewer)**

**Engineering Records Room for Obtaining Record  
Drawings for Existing City Utilities**  
Email: [engineering.records@cityofmesquite.com](mailto:engineering.records@cityofmesquite.com)  
or 972-329-8536

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City of Mesquite  
**(Field Locates for City Owned  
Water and Sanitary Sewer)**

972-216-6278 or 972-216-6973 or 972-216-8797

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City of Mesquite  
**(Traffic Signal and City owned Optic Fiber)**

**Traffic Signal Conduit & Loop Detectors Location:**  
Fill out - **TRAFFIC SIGNAL & FREEWAY LIGHTING UTILITY LOCATE FORM:**  
[http://www.cityofmesquite.com/engineering/documents/Locate\\_Frm.doc](http://www.cityofmesquite.com/engineering/documents/Locate_Frm.doc)

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**Add to the end of the section the following subsections:**

**107.23.5. Arrangement and Charge for Water Furnished by the City.** Where Contractor desires to use City water in connection with any construction work, he shall make arrangements with the Mesquite Water Accounting Division for so doing. Where meters are used, the charge for water will be at the regular established rate; where no meters are used, the charge will be as prescribed by ordinance; or, where no ordinance applies, payment shall be made on estimates made by the Mesquite Engineering Division.

**107.23.6. Use of Fire Hydrants.** No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve or stopcock, or tap any water main belonging to the City, unless duly authorized to do so by the Mesquite Utilities Division.

**107.23.7. Operation of Existing Valves.** The Contractor is not permitted to operate any valve in the existing City of Mesquite water system. The valves must be operated by City of Mesquite Utility Division employees only.

#### **107.26 RESTORATION OF PROPERTY**

**Add:** The Contractor shall exercise special care to minimize damage to trees, plants, shrubs and irrigation systems along the route of the work. The Contractor shall notify adjacent property owners before beginning construction operations adjacent to their property of trees, plants and shrubs which lie inside the right-of-way or easements lines and within the normal limits of work. The property owner's shall be allowed to remove and protect their property, and all trees, plants and shrubs not so protected by the adjacent property owners shall be removed and disposed of by the Contractor, as directed by the Owner's Representative.

**Add the following section:**

#### **107.27 ANTI-KICKBACK ACT**

For any project funded by a Federal grant, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) or supplemented by Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

#### **108.1 PROGRESS SCHEDULE**

**Add:** A monthly payment schedule is not required unless requested by the Owner.

#### **109.1 PAYMENT FOR LABOR AND MATERIAL; NO LIENS**

**Add:** The Contractor is not required to furnish payrolls and records unless this submittal is required as a Special Provision to the Contract. The Contractor is still required to comply with the minimum wage rates published by the Owner.

#### **109.2 PAYMENT FOR MATERIALS**

**Add:** The Owner will not pay for Material on Hand unless specified in a Special Provision of the Contract.

**109.2.1. Materials On-Hand. – Delete entire subsection.**

**109.2.2. Materials Stored Off-Site. – Delete entire subsection.**

#### **109.5 MONTHLY ESTIMATE, PARTIAL PAYMENTS, RETAINAGE, FINAL ACCEPTANCE AND FINAL PAYMENT.**

**Delete the first sentence of the first paragraph and Replace with:** "If the last number of a contract number is odd, between the 25<sup>th</sup> day and the last day of each month, the Owner shall make an approximate estimate of the value of work done during the period under the specifications. If the last number of a contract is even, between the 10<sup>th</sup> day and the 15<sup>th</sup> day of the month, the Owner shall make an approximate estimate of the value of work done during the period under the specifications.

The City Public Works Construction Inspector shall meet with a representative of the Contractor on the job site to measure and otherwise determine the quantity of each bid item completed since the last estimate period. In case an agreement cannot be reached, the quantities determined by the City Public Works Construction Inspector shall be used. Payment or partial payment of any item does not constitute final acceptance of the work. The City Public Works Construction Inspector shall prepare a draft monthly estimate for processing by the Owner for payment. The City Public Works Construction Inspector will forward a copy of this estimate to the Contractor along with any calculations or sketches used in calculating quantities. The Contractor is not required to submit an invoice or billing for monthly work completed.”

**In the first paragraph, second sentence, delete the words:** “the 15<sup>th</sup> day of the month next following” and **Replace with:** “within 30 days”.

**Delete the third sentence in the first paragraph and Replace with:** “Payment for material on hand will not be paid unless so specified in a Special Provision to this Contract.”

**Delete the entire second paragraph of this subsection and Replace with:**

Owner shall not be liable for interest on any late or delayed payment caused by any claim, dispute, discrepancy in the quantities, any failure to provide supporting documentation or other information required of the Contractor by the Owner or as a condition to payment under the Contract, or due to any payment the Owner has a right to withhold under the Contract.

#### **109.5.4. Final Payment.**

**Add at the end of the first paragraph:** (4) Marked up set of plans showing all changes, revisions and alterations to the original plans.

#### **109.6 WIRE TRANSFERS**

**Delete Entire Section 109.6 and Replace with:** “The City of Mesquite has chosen the Paymode-X™ service through Bank of America to make electronic payments to contractors, vendors and suppliers.

The City of Mesquite recognizes the importance of expediting the payment process to Contractors vendors and suppliers. Our Accounts Payable department utilizes Paymode-X to replace paper checks with electronic payments. We strongly encouraging our vendors and suppliers to enroll in Paymode-X so that future payments are made electronically. Contract the assigned Owner’s Inspector to receive further information on how to process online enrollment to the Paymode-X electronic payment system.”

## **SPECIAL PROVISIONS**

These Special Provisions are to be used in conjunction with the ***North Central Texas Council of Governments Public Works Construction Standards, Fourth Edition (October 2004), Division 100 General Provisions, as amended***. Should any discrepancies arise, the governing order shall be: Special Provisions, Plans, Technical Specifications, and General Provisions.

**THE FOLLOWING SPECIAL PROVISIONS HEREBY MODIFY THE *North Central Texas Council of Governments Public Works Construction Standards, Fourth Edition (October 2004), Division 100 General Provisions***. Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization, and such specifications referred to are hereby made a part of these specifications.

### **SP-1 PROJECT DESCRIPTION:**

This project is to rehabilitate approximately 1,900 feet of existing 48" RCP sanitary sewer with CIPP trenchless methods; repair and raven coat 6 sewer manholes/junction boxes.

### **SP-2 PRE-BID MEETING:**

**A pre-bid conference will be held at 2:00 p.m. on September 24, 2015**, at the City of Mesquite Art Center located at 1527 N. Galloway Avenue, Mesquite, Texas 75149 in the Rehearsal Hall. The pre-bid meeting will be held to permit prospective bidders the opportunity to ask questions of the design staff regarding the project, plans and specifications.

### **SP-3 LIQUIDATED DAMAGES:**

This project is a **90 calendar day contract**. Liquidated damages are per the provisions of GP 108.8.

### **SP-4 SUBMITTALS:**

The Contractor shall provide submittals of the following items to the Owner's Representative at the pre-construction conference:

1. List of Subcontractors and Material Suppliers (including Material's Testing Laboratory and Surveyor for construction staking).
2. Submittals for all materials to be incorporated into the project. A submittal is not required for an item if it is an item is listed on the City of Mesquite Approved Materials list by brand name and model number.
3. Project Schedule, include detailed phasing and monthly updates.
4. Traffic Control Plan.
5. Trench Safety Plan – sealed by a registered engineer.
6. Reports of all testing required by the specifications.
7. Affidavit of trained and certified "Competent Person" for Trench Safety Inspections Pre and Post TV sewer main DVD, MPG4 format.
8. CIPP Calculations.
9. Contractor Contact List with listing of personnel for 24 hour – 7 days a week contact.
10. Other Items as requested by the Owner's Representative or required by contract documents, specifications or plans.

### **SP-5 CONSTRUCTION SEQUENCE:**

The Contractor shall prepare a Construction Sequencing Plan which shows staging for the installation, including sewer by-pass and submit it to the City Engineer at the Pre-Construction Conference.

### **SP-6 SITE LIMITATIONS:**

The Contractor will be required to work within the confines of the 35' Utility Easement owned by the City of Mesquite. The contractor is not prohibited from making separate arrangements with property owners for use of property for access or storage.

**SP-7 STAGING AREAS:**

Materials and equipment shall be safely stored during construction so that public roadways and/or access to adjacent properties are not obstructed. The city has identified an staging areas for use by the Contractor during construction

**SP-8 CONSTRUCTION ACCESS:**

Contractor will be provided construction access for the prosecution of the work to the extent shown on the drawings. Should the Contractor wish to gain other access storage or work areas, Contractor shall be solely responsible for their procurement, payment, and maintenance. Contractor is advised that parts of the work are in close proximity to municipal facilities, and shall take into account their impact upon the work.

**SP-9 ESTIMATED QUANTITIES:**

All estimated bid quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the bid quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the bid amounts.

**SP-10 PAY ITEMS:**

Items not listed in the bid proposal shall be considered subsidiary to the construction and no separate pay items will be given for them.

**SP-11 TESTING:**

All testing (except Pre and Post Construction TV Inspection of the Sewer Lines) will be paid for by the contractor and will be subsidiary and considered incidental to other items of work. This subsidiary testing includes vacuum testing of manholes, mandrel testing, and compaction testing.

**SP-12 COORDINATION OF FRANCHISED UTILITY:**

No franchise utility relocations have taken place in preparation for the project, and the location of existing utilities may not show on the plans. It is the Contractor's responsibility to notify utility companies to arrange for exact locations at least 48 hours prior to beginning construction. The time of construction given for the project includes all necessary utility work involved with franchise utility companies.

**SP-13 OFF-SITE DISPOSAL:**

All debris and surplus or unusable material shall be disposed legally off-site. Cost of off-site disposal shall not be measured separately, but shall be incidental to the project, ***except for Bid Item No. 4.***

**SP-14 WATER FOR CONSTRUCTION:**

Contractor shall be responsible to provide any water necessary for the construction of this project. Any costs incurred to provide water shall be incidental and not be measured separately for payment. Contractor may use water from a nonpotable source for compaction of backfill and watering of grass.

The Contractor may contact, Public Works, City of Mesquite at for water rates and regulations. A Fire Hydrant meter deposit of \$ \_\_\_\_\_ is required. The Contractor must provide piping and connections for getting water to the site. Hauling, if required, is the Contractor's responsibility.

**SP-15 SANITARY SEWER BY-PASS:**

Contractor is to provide by-pass pumping if necessary.

**SP-16 PROPERTY OWNER NOTIFICATIONS:**

The City of Mesquite will prepare notice to of construction and the Contractor shall make delivery to adjacent affected property owners.



## **APPENDIX A – RECORD DRAWINGS**

1. South Mesquite Creek Parallel Outfall Sewer (Section I), sheets 73070-1-03 and 73070-1-04. Prepared by Hunter and Associates, dated June 1976
2. South Mesquite Creek Sanitary Sewer Trunk Main Replacement, Phase 1, Record Drawing Index No.2009-069-005, 2009-069-006, 2009-069-007, 2009-069-009, 2009-069-022, 2009-069-038, and 2009-069-039. Prepared by Nathan D. Maier, dated June 22, 2010
3. South Mesquite Creek Regional WWTP 2008 Expansion, sheet C-12. Prepared by CDM Smith. Dated September 16, 2014.
4. Mesquite WWTP Expansion, sheets 10 and 83. Prepared by Black & Veatch, dated May 4, 1990.
5. Mesquite Wastewater Treatment Plant, sheets 6 and 16. Prepared by Hunter and Associates, dated June 1976.

**APPENDIX B**

City of Mesquite Approved Sanitary Sewer Material List (Revised January 10, 2014)

## **APPENDIX C**