

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR**

**WISER ROAD RECONSTRUCTION  
CITY OF MESQUITE CONTRACT NO. 2024-101**

**FOR THE CITY OF MESQUITE, TEXAS  
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION**



Prepared by:  
**ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT**



**BID OPENING: Thursday, May 9, 2024**

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**TENTATIVE SCHEDULE**  
FOR  
**WISER ROAD RECONSTRUCTION**  
**City of Mesquite Contract No. 2024-101**

1 <sup>st</sup> Public Advertisement	Thursday, April 18, 2024
2 <sup>nd</sup> Public Advertisement	Thursday, April 25, 2024
Pre-Bid Conference	Tuesday, April 30, 2024
Questions	May 3, 2024
Open Bids	Thursday, May 9, 2024
Council Awards Contract <b>(Assumes no bidding irregularities or other issues with the low bidder requiring extensive checking of Qualifications)</b>	Monday, June 3, 2024
Notice to Proceed - Start Construction <b>(Assumes rapid execution of contract documents by the Contractor with proper insurance and bonds)</b>	Monday, July 1, 2024
<b>Substantial Completion (60 Calendar Day Contract)</b>	Friday, August 30, 2024

## **ADVERTISEMENT FOR BIDS**

### **City of Mesquite Contract No. 2024-101**

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 Ryan Williams, Manager of Purchasing at City Hall, Purchasing Division, 2nd Floor, 757 North Galloway Avenue, Mesquite, Texas 75149 until **2:00 p.m. on Thursday, May 9, 2024**, for the following: **WISER ROAD RECONSTRUCTION**.

As set forth in the plans and specifications, the project is for paving reconstruction on Wisser Road between F.M. 740 and Matthew Holzapfel Pump Station. The improvement will include approximate 3912 LF of asphalt mill and overlay.

**A pre-bid conference will be held at 2:00 p.m. on Tuesday, April 30, 2024**, at the City of Mesquite Art Center located at 1527 N. Galloway Avenue, Mesquite, Texas 75149 in the Upstairs Library.

Instruction to Bidders, proposal forms, plans and specifications (the “Bid Documents”) may be obtained from the Purchasing Department Website and from Periscope Holdings.

The Bid shall be submitted on the form provided in the Bid Documents. Vendors should check the Mesquite Purchasing Department website, <http://www.cityofmesquite.com/674/Bid-Openings-Specifications-Conferences>, and Periscope Holdings, <https://www.cityofmesquite.com/678/Periscope-Bid-Openings>, to view documents relating to this Bid. Questions shall be submitted through Periscope Holdings and response will be posted through Periscope Holdings.

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 both a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) 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.

Further information concerning the procurement may be obtained **by email only** from the City of Mesquite Engineering Division – Victor Hou, *P.E.*, *Assistant City Engineer*, [ghou@cityofmesquite.com](mailto:ghou@cityofmesquite.com).

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 OF MESQUITE CONTRACT NO.:** 2024-101

Publish: April 18, 2024  
April 25, 2024

## **INSTRUCTIONS TO BIDDERS**

1. If you have questions regarding the preparation of your bid, you may contact Ryan Williams, Manager of Purchasing, City of Mesquite, telephone 972-216-6201. For technical questions **send an email** to *Victor Hou, P.E., Assistant City Engineer*, [ghou@cityofmesquite.com](mailto:ghou@cityofmesquite.com).
2. Mailed bids must be **received as one (1) original and one (1) complete copy of entire response with one (1) complete consolidated electronic copy of files in PDF format on a flash drive** to be received in sufficient time 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 Bidder/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 Bidder/Contractor or his employees.
4. 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.
5. 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.
6. Prices quoted in the bid shall prevail for the entire term of the contract.
7. 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.***
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

13. Bidders shall complete the non-collusion statement included in the bid.
14. 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.
15. 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, City Hall, 757 North Galloway Avenue, Mesquite, Texas 75149:
- Bid Form (Proposal).
  - Disadvantaged Business Enterprises (DBE) Information.
  - Prohibition On Contracts with Companies Boycotting Israel – House Bill 89.
  - Non-Collusion Statement.
  - Conflict of Interest Questionnaire (CIQ).
  - Bid Bond.
16. 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.
  - Non-Exclusion Affidavit – System for Award Management (SAM).
  - Certificate of Interested Parties (Form 1295)
  - IRS W9 Form – a pdf version of this form can be downloaded from the IRS website.
  - Secretary of State Filing Certificate.

**All nine (9) 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.

Cliff Keheley  
City Manager



**BID SUBMITTAL**  
**PROPOSAL**

To: The Honorable Mayor and City Council Members  
Purchasing Office – City Hall, 2nd Floor  
City of Mesquite  
757 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:

**WISER ROAD RECONSTRUCTION**

**CITY OF MESQUITE CONTRACT NO. 2024-101**

## **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:

**WISER ROAD RECONSTRUCTION  
CITY OF MESQUITE CONTRACT NO. 2024-101**

MESQUITE, TEXAS

ITEM NO	BID QTY	UNITS	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Mobilization	\$	\$
2	1	LS	Traffic Control Implementation and Maintenance	\$	\$
3	1	LS	Preparation and Implementation of Stormwater Pollution Prevention Plan	\$	\$
4	6100	SY	Mill Existing Asphalt Pavement (Approximate 2"), Complete in Place	\$	\$
5	6100	SY	Furnish and Install 2" HMAC, Type D Overlay	\$	\$
6	1300	SY	Furnish and Install 3" HMAC, Type D Surface Course at Widen and Utility Cut Areas	\$	\$
7	220	CY	Furnish and Install Compacted Flexible Base, TXDOT Item 247, Grade 1	\$	\$
8	200	CY	Unclassified Excavation	\$	\$
9	1	LS	Mark out Central Temp. Road Repair Allowance (as a detour)	\$10,000	\$10,000

**TOTAL BASE BID (Items 1 to 9)** \$ \_\_\_\_\_

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

2. All other charges: \$ \_\_\_\_\_

**NOTE:** Materials and all other charges incorporated into the **WISER ROAD RECONSTRUCTION, CITY OF MESQUITE CONTRACT NO. 2024-101** 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 60 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 **WISER ROAD RECONSTRUCTION, CITY OF MESQUITE CONTRACT NO. 2024-101** 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.

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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

**PROHIBITION ON CONTRACTS WITH  
COMPANIES BOYCOTTING ISRAEL**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. The term “Company” does not include sole proprietorship.

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name of Certifying Official) (Title or Position of Certifying Official)

of \_\_\_\_\_,  
(Name of Company)

does hereby verify on behalf of said company to the City of Mesquite that said company does not Boycott Israel and will not Boycott Israel during the term of this contract.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification



**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 \_\_\_\_\_, 2024.

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

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

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

**CONTRACTING WITH THE CITY OF MESQUITE**

Updated: January 8, 2016

**Conflict of Interest Questionnaire  
And Disclosure of Interested Parties (Form 1295)**

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

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 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the **Conflict of Interest Questionnaire** (Form CIQ) can be found at the Texas Ethics Commission web site at the following web address:

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

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

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

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
 Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**BID BOND**

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

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  
\_\_\_\_\_, 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: **WISER ROAD RECONSTRUCTION, CITY OF MESQUITE CONTRACT NO. 2024-101** 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 \_\_\_\_\_, 2024.

**PRINCIPAL:**

\_\_\_\_\_  
Signature

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

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

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

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

**SURETY:**

\_\_\_\_\_  
Signature

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

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

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

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.

## **BIDDER'S QUALIFICATION INFORMATION** **(APPARENT LOW BIDDER)**

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.
  - 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.
  - Non-Exclusion Affidavit – System for Award Management (SAM).
  - Certificate of Interested Parties (Form 1295)
  - IRS W9 Form – a pdf version of this form can be downloaded from the IRS website.
  - Secretary of State Filing Certificate.

**All nine (9) 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 eight (8) 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: \_\_\_\_\_

---



**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 \_\_\_\_\_, 2024

\_\_\_\_\_

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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

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

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

## **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 1-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.

CHECK	CONTRACT ITEM:
	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)
	Certificate of Insurance Supplemental Form
	Check that the company name is identical to name listed in contract
	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>
	Filled out Certificate of Interested Parties - Form 1295
	Fill out and Submit Conflict of Interest Questionnaire (CIQ)
	IRS W9 Form Submitted for Setting Up Vendor Account and Processing Payment
Checked by: _____	
Date: _____	

## SUPPLEMENT TO ACORD 25

Reset Form

	<b>Supplement to ACORD® 25 (Construction)</b>	DATE:	
Insured:		Certificate Holder(s):	
<b>Commercial General Liability:</b>			
Yes	No		
C-1	Provide, in the space below, the appropriate form number(s) of the Additional Insured endorsement(s): Ongoing Operations <input style="width: 150px;" type="text"/> Completed Operations <input style="width: 150px;" type="text"/> Attach a copy of the endorsement(s).		
	C-2	Does the Other Insurance clause or an endorsement to the policy state that the CGL policy is primary for the Additional Insured if "agreed in writing in a contract or agreement that this insurance would be primary" or does it contain similar wording? If so, provide a copy of such similar wording clearly highlighting or referencing the applicable language.	
	C-3	Does the Other Insurance clause or an endorsement to the policy state that the CGL policy is non-contributory for the Additional Insured if "agreed in writing in a contract or agreement that this insurance...would not seek contribution from any other insurance available to the additional insured " or does it contain similar wording? If so, provide a copy of such similar wording clearly highlighting or referencing the applicable language.	
	C-4a	Does the definition of "insured contract" contain the words or phrase "caused in whole or in part by" or "sole negligence"? If YES, attach the policy definition clearly highlighting or referencing the applicable language.	
	C-4b	Does the contractual liability provision contain a reference to "residential construction"? If YES, attach a copy clearly highlighting or referencing the applicable language.	
	C-5	Is coverage under the policy limited to work performed within certain described operations and/or classification codes? If YES, attach the operations and/or classification codes.	
	C-6	Is there a pollution exclusion in the "policy form"?	
	C-6a	If C-6 is NO, has a pollution exclusion been added by endorsement?	
	C-6b	If C-6 is YES, has a pollution endorsement been added?	
<b>Are the following specifically excluded?</b>			
	C-7	Independent Contractors?	
	C-8	Explosion? ( X )?	
	C-9	Collapse? ( C )?	
	C-10	Underground? ( U )?	
	C-11	Punitive Damages (other than Terrorism)?	
	C-12	Third Party Over Actions?	
	C-13	Residential Construction Operations? If YES, attach a copy of the exclusion.	
	C-14	Prior Work? If YES, attach a copy of the exclusion.	
<b>Workers Compensation:</b>			
Yes	No		
	C-1	Does Part 3 provide coverage for "All States"(other than monopolistic states) or list specific states? If specific states are listed, provide a list of the states.	
	C-2	Is the Alternate Employer endorsement attached to the policy?	
<b>Excess/Umbrella Liabilities:</b>			
The Excess/Umbrella policy is excess over which of the following primary policies?			
	C-1	Commercial General Liability Insurance	
	C-2	Automobile Liability Insurance	
	C-3	Employers Liability Insurance	
	C-4	Pollution Liability Insurance (If provided by separate policy)	
Yes	No		
	C-5	Does the policy include language addressing reduced or exhausted primary limits over which the policy is excess, frequently referred to as drop-down? If YES, provide a copy of such wording clearly highlighting or referencing the applicable language.	
<b>Notice of Cancellation:</b>			
	C-1	Do all policies certified on the attached ACORD® 25 provide at least a 30 day notice to the certificate holder for cancellation (other than non-payment of premium)?	
It is agreed that the coverages, endorsements and conditions shown on these pages are in effect and apply, as indicated, to the coverages certified on the attached ACORD® certificate of insurance. This form neither affirmatively nor negatively amends, extends nor alters the coverage afforded by the policy summarized hereon and is qualified by reference to the policy itself. This form does not constitute a contract between the issuing insurer(s), authorized representatives or producer, and the certificate holder.			<b>Signature:</b>  _____ _____

A25 01C (03-13)

**CONTRACT**

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

THIS CONTRACT is made and entered into on \_\_\_\_\_, 20\_\_ by and between the **CITY OF MESQUITE, TEXAS**, a municipal corporation, of the County of Dallas and State of Texas, acting through Cliff Keheley, City Manager, hereinafter termed the CITY, and **ENTITY NAME**, a **What Type of Legal Entity**, with offices located at **Full Street Address, City, State Zip Code**, hereinafter termed the CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and CONTRACTOR agree as follows:

**I. DESCRIPTION OF WORK**

The CONTRACTOR shall perform all of the work as specified in the contract documents such work generally described as:

**WISER ROAD RECONSTRUCTION, CITY OF MESQUITE CONTRACT NO. 2024-101**

Plans and Specifications prepared by:

**PUBLIC WORKS – ENGINEERING DIVISION**

All work shall be performed at the CONTRACTOR’S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete the work, in accordance with the Contract documents.

**II. CONTRACT DOCUMENTS**

The Contract documents shall consist of the following:

1. this Contract;
2. all addenda issued prior to award of Contract;
3. the bid specifications including the advertisement for bid, instruction to bidders, bidder's bid form, plans, and drawings (if any);
4. the City of Mesquite General Design Standards;
5. the Standard Specifications for Public Works Construction (North Central Texas Fifth Edition November 2017), Division 100, as amended and supplemented by the City of Mesquite by Addendum (hereinafter referred to as the "General Provisions");
6. a Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract price, which Bond shall be in a form acceptable to the City, shall guarantee the work in accordance with the plans and specifications for a period of one (1) year after acceptance by the City, and shall provide for repair or replacement of all defects due to faulty material and/or workmanship that appear within a period of one (1) years from the date of

- acceptance by the City;
7. A Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract price; and
  8. the Contractor's bid/proposal and any other documents identified as pertaining to this Contract, all of which have been identified by the CITY and the CONTRACTOR.

These Contract documents constitute the entire agreement between the CITY and CONTRACTOR, and all are fully incorporated herein. The Contract documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract documents, the inconsistency shall be resolved by giving precedence to the Contract documents in the order in which they are listed above. The Contract may be altered, amended or modified only as provided in the general or special provisions. These Contract Documents supersede all oral or written previous contemporaneous agreements between the parties relating to matters in this Contract.

### **III. TIME OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES**

The work to be performed under this Contract shall be commenced by the CONTRACTOR upon final execution of this Contract and notice from the CITY to proceed. All work to be performed under this Contract shall be substantially completed within **60 calendar days** of the date of commencement of the work, subject to extensions of time provided in accordance with the Contract documents. Time is of the essence in this Contract and it is understood by the CONTRACTOR and CITY that actual damages caused by the failure of the CONTRACTOR to complete the work within the stated time are impractical or extremely difficult to fix or ascertain, and that per diem deduction from the Contract price shall be retained by the CITY as payment by the CONTRACTOR of liquidated damages, and not as penalty for such failure. Such liquidated damages to be assessed and retained are set forth in the General Provisions.

### **IV. CONTRACT PRICE**

The CITY shall pay the CONTRACTOR for the performance of the work, subject to additions and deductions by change order or as otherwise provided in the provisions of this Contract, in current funds the Contract sum, which has been bid as a separated contract in compliance with the Texas Tax Code, as follows:

Total sum: **INSERT CONTRACT AMOUNT IN WORDS (\$INSERT IN NUMBERS)**

### **V. CONTRACT ADMINISTRATION**

This Contract shall be administered on behalf of the CITY by Public Works Director or their designee (referred to herein as "City Representative") and the CONTRACTOR shall fully comply with any and all instructions from said City Representative. With execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the CITY in the amounts herein required, performance and payment bonds in accordance with the provisions of V.T.C.A. Government Code, Chapter 2253 if this is a public work contract in excess of fifty thousand dollars (\$50,000.00).

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



The CONTRACTOR is required to follow all provisions of Chapter 2258 of the Texas Government Code in the hiring and payment of all skilled and unskilled labor used on this contract. The CONTRACTOR must pay the prevailing wage rates as shown on the attached Wage Decision.

#### **VII. DISCLOSURE OF CONFLICTS OF INTEREST AND COMPLIANCE WITH OTHER APPLICABLE LAWS**

The CONTRACTOR 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 the CONTRACTOR or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, the CONTRACTOR is put on notice that the CITY will require the CONTRACTOR to comply with Chapter 176 of the Texas Local Government Code by completing the attached Conflict of Interest questionnaire (FORM CIQ) and returning the completed FORM CIQ to the CITY. Additionally, CONTRACTOR must comply with Section 2252.908 of the Texas Government Code, which was enacted in 2015 by the Texas Legislature pursuant to HB 1295, providing that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

#### **VIII. INSURANCE**

The CONTRACTOR agrees to provide and to maintain the types and amounts of insurance set forth in the General Provisions and to include the CITY as an additional insured in all policies providing coverage for the term of this Contract.

#### **IX. CHOICE OF LAW, VENUE AND CONTRACT INTERPRETATION**

The obligations of the Parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or law principles of Texas or any other State. Although this Contract is drafted by the CITY, should any part be in dispute, the parties agree this Contract shall not be construed more favorably for either Party.

#### **X. SEVERABILITY**

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this Contract will continue in full force and effect.

#### **XI. SURVIVAL**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

## **XII. MISCELLANEOUS**

Pursuant to Section 2271.002, Texas Government Code, CONTRACTOR hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

CONTRACTOR further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if CONTRACTOR employs at least ten (10) fulltime employees and this Contract has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity, CONTRACTOR represents that: (i) the CONTRACTOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the CONTRACTOR will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the CONTRACTOR is a company with at least ten (10) or more full-time employees and this Contract has value of at least \$100,000 or more that is paid wholly or partly from public funds of the governmental entity, the CONTRACTOR represents that: (i) the CONTRACTOR does not boycott energy companies; and (ii) will not boycott energy companies during the term of the Contract.

## **XIII. AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Contract in the year and day first written above.

**CITY OF MESQUITE  
(CITY)**

**CONTRACTOR NAME  
(CONTRACTOR)**

By: \_\_\_\_\_  
Cliff Keheley  
City Manager

By: \_\_\_\_\_  
(signature)

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

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

ATTEST:

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_  
Sonja Land, City Secretary

APPROVED AS TO FORM:  
David L. Paschall, City Attorney

By: \_\_\_\_\_  
Assistant City Attorney

SAMPLE CONTRACT

## WAGE RATE

General Decision Number: TX20230025 01/06/2023

Superseded General Decision Number: TX20220025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>• Executive Order 14026 generally applies to the contract.</li> <li>• The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022	<ul style="list-style-type: none"> <li>• Executive Order 13658 generally applies to the contract.</li> <li>• The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2023

\* SUTX2011-007 08/03/2011

	Rates		Fringes
CONCRETE FINISHER (Paving and Structures)	\$ 14.12	**	
ELECTRICIAN	\$ 19.80		
FORM BUILDER/FORM SETTER Paving & Curb	\$ 13.16	**	

Structures	\$ 13.84	**
LABORER		
Asphalt Raker	\$ 12.69	**
Flagger	\$ 10.06	**
Laborer, Common	\$ 10.72	**
Laborer, Utility	\$ 12.32	**
Pipelayer	\$ 13.24	**
Work Zone Barricade Servicer	\$ 11.68	**
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	\$ 15.32	**
Asphalt Paving Machine	\$ 13.99	**
Broom or Sweeper	\$ 11.74	**
Concrete Pavement Finishing Machine	\$ 16.05	**
Concrete Saw	\$ 14.48	**
Crane Operator, Lattice Boom 80 Tons or Less	\$ 17.27	
Crane Operator, Lattice Boom over 80 Tons	\$ 20.52	
Crane, Hydraulic 80 Tons or Less	\$ 18.12	
Crawler Tractor	\$ 14.07	**
Excavator, 50,000 pounds or less	\$ 17.19	
Excavator, over 50,000 pounds	\$ 16.99	
Foundation Drill, Truck Mounted	\$ 21.07	
Foundation Drill, Crawler Mounted	\$ 17.99	
Front End Loader 3 CY or Less	\$ 13.69	**
Front End Loader, over 3 CY	\$ 14.72	**
Loader/Backhoe	\$ 15.18	**
Mechanic	\$ 17.68	
Milling Machine	\$ 14.32	**
Motor Grader, Fine Grade	\$ 17.19	
Motor Grader, Rough	\$ 16.02	**
Pavement Marking Machine	\$ 13.63	**
Reclaimer/Pulverizer	\$ 11.01	**
Roller, Asphalt	\$ 13.08	**
Roller, Other	\$ 11.51	**
Scraper.	\$ 12.96	**
Small Slipform Machine	\$ 15.96	**
Spreader Box	\$ 14.73	**
Servicer	\$ 14.58	**
Steel Worker (Reinforcing)	\$ 16.18	**
TRUCK DRIVER		
Lowboy-Float	\$ 16.24	
Off Road Hauler	\$ 12.25	**
Single Axle	\$ 12.31	**
Single or Tandem Axle Dump Truck.	\$ 12.62	**
Tandem Axle Tractor with Semi Trailer	\$ 12.86	**
Transit-Mix	\$ 14.14	**
WELDER	\$14.84	**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in

producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**END OF GENERAL DECISION**



**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

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

**THAT** \_\_\_\_\_, an \_\_\_\_\_, duly authorized to transact business in the 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 \_\_\_\_\_, 2024, for the **WISER ROAD RECONSTRUCTION, CITY OF MESQUITE CONTRACT NO. 2024-101** 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, as amended, 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 **one (1) year** from the date of

completion and acceptance of all the improvements by the City.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company

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

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

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

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

\_\_\_\_\_  
Phone Number  
*(Dallas Telephone Number)*

**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)***

**PAYMENT BOND**

Bond No. \_\_\_\_\_

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

**THAT** \_\_\_\_\_, an \_\_\_\_\_,  
duly authorized to transact business in the 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 \_\_\_\_\_, 2024, for the **WISER ROAD RECONSTRUCTION, CITY OF  
MESQUITE CONTRACT NO. 2024-101** 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 \_\_\_\_\_, 2024.

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company

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

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

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

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

\_\_\_\_\_  
Phone Number  
*(Dallas Telephone Number)*

**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)***

**CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE**

***(This form will be prepared by the City and executed by the Contractor after project completion)***

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
 ("Affiant") ***(Insert name of authorized company officer)***, who, after being by me duly sworn, deposes and  
 says that he is \_\_\_\_\_ ***(Insert title)*** of \_\_\_\_\_ ***(Insert formal  
 company name)***, a \_\_\_\_\_, ***(Insert company business organization such as  
 corporation, partnership, etc.)*** of \_\_\_\_\_ County ***(Insert county and state of county  
 incorporation)***, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated  
 the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ***(Insert date of contract)*** for the construction of  
 \_\_\_\_\_, ***(Insert formal contract title)*** **City of Mesquite Contract No. 20??-???**  
***(Insert city contract no.)*** (the "Work"), for a total consideration of \_\_\_\_\_ **and ??/100  
 Dollars (\$?,???,???.??) *(Insert sum of total work in place as calculated on final estimate)*** to be paid to  
 the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That City of Mesquite, Texas, (the "City") has approved the final estimate on said Work, and that the said  
 Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the  
 Texas Property Code, and Chapter 2253 of the Texas Government Code, or any other applicable  
 statutes or charter provisions, and that all just bills for labor and materials have been paid and  
 discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the City, the Contractor hereby  
 accepts the amount of \_\_\_\_\_ **and ??/100 Dollars (\$?,???,???.??) as FULL AND  
 FINAL PAYMENT *(remaining payment plus retainage, minus liquidated damages or other penalties both  
 written out and numeric)*** under the aforementioned Contract, and hereby waives and releases any right  
 Affiant and/or the Contractor may have to pursue claims of any nature against the City arising out of or in  
 any manner connected with the performance of the Work and/or the Contract, including but not limited to  
 claims of third parties that supplied material and/or labor for the Work for or through the Contractor  
 ("Subcontractors"), as well as claims for delay, additional compensation, or for recovery of liquidated  
 damages which may have been withheld by the City. The Contractor shall defend, hold harmless, and  
 indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the  
 City from any claim or liability arising from any act or neglect of the City related to or connected with the  
 Contract. This affidavit is given pursuant to the final payment provisions of the Contract and shall not be  
 deemed to alter or modify the terms and provisions of said Contract.

By:

\_\_\_\_\_ (Affiant)                      \_\_\_\_\_ (Contractor's Signature)

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

\_\_\_\_\_  
 (Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

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

## 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, Fifth Edition (November 2017), 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**  
**DIVISION 100, GENERAL PROVISIONS**

OF SECTION 1, STANDARD SPECIFICATIONS

OF THE

**PUBLIC WORKS CONSTRUCTION STANDARDS**  
**NORTH CENTRAL TEXAS**  
**Fifth Edition**

This addendum to Division 100, “General Provisions,” of Section I, “Standard Specifications,” of the *Public Works Construction Standards, North Central Texas, Fifth Edition, dated November 2017* sets forth exceptions or requirements of the City of Mesquite and thereby takes precedence over any conditions or requirements of the *Public Works Construction Standards, North Central Texas, Standard Specifications, Division 100 General Provisions* with which it is in conflict.

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

## 101.1. DEFINITIONS

### Add the following definitions:

**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 formal acceptance of the Bidder's bid for a proposed contract that authorizes the OWNER to enter into a contract.

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

**City:** The City of Mesquite, Texas, a home rule 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.

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

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

**Holiday:** Official City-recognized holidays, the Wednesday before Thanksgiving, and December 31<sup>st</sup> (New Year's Eve). The list of official City-recognized holidays will be provided by the Director of Public Works upon request.

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

**Proposal Guaranty:** The security designated in the advertisement and proposal, to be furnished by each Bidder as a guaranty of good faith to enter into a contract with the OWNER and execute the required bonds for the work contemplated after the work is awarded to the Bidder and payment of damages upon the Bidder's failure to enter into the contract in compliance with Section 102.5.

**Provide:** The term "provide" means to both 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 as may be amended, 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:** The hours in which Work shall be done, and unless otherwise indicated in any special provisions, Working Hours are the hours of 7:00 a.m. to 6:00 p.m. central time. No work shall be done during other hours, Sundays, or Holidays unless advance written permission is given by the OWNER's Representative.

**Written Notice:** A notice, in writing, either: (1) hand delivered to the individual, or if to a legal entity, to a member of the firm or officer of the legal entity; or (2) if delivered at or sent by registered mail, to the last business address designated in the Contract for the Work.

**Replace the definitions of "OWNER", "OWNER's Representative", and "Proposal" with the following:**

**OWNER:** The City of Mesquite, Texas, a home rule municipal corporation.

**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.

**Proposal:** The written statement(s) and any other documents 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 in accordance with the provisions of the plans and specifications, special and general provisions, and all contract documents.

**Add to the end of the Section the following Subsection:**

**102.1.1. Pay Items.** Items not listed in the bid proposal shall be considered subsidiary to the construction and under no circumstance shall the OWNER provide additional compensation for said subsidiary items.

### **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 the bidder be in doubt as to their meaning, the Bidder shall at once notify the OWNER's Representative in order that a written Addendum may be sent to all Bidders. Any Addendum 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 Addenda 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 regarding the accuracy of this geotechnical data.

**102.3.4. Quantity Verification.** Bidders shall verify all quantities included in the bid proposal prior to submitting their bid. Should any 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 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 Bidder 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:** Replace first three sentences with the following:

The bidder shall submit its proposal on the forms furnished or approved by the OWNER. The bidder shall submit Bid Proposals on Bid Forms in the contract document or from computer generated forms supplied by the OWNER. Modifications or revisions to the OWNER-supplied form or the creation of a new computer generated form shall be considered an irregular proposal and may disqualify the bidder. Unit prices shown on the Bid Proposals shall state the prices for which the bidder proposes to perform the work or supply the required material. Bidder shall fill in all blank spaces in the form and shall numerically state the bid prices. 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. All prices shall be written in ink distinctly and legibly or submitted electronically if allowed by OWNER.

#### **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 last sentence:** After the 120-day period, if agreed to in writing between Bidder and OWNER, the bid will stay in effect, without change, for a period agreed to between the Bidder and OWNER.

#### **102.8 OPENING PROPOSALS**

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

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

**Add after the last sentence:** 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:**

- (12) The bidder being in arrears on any existing contract or other financial obligation or debt.
- (13) Lack of a current financial report as required in the Bidder's Qualification Information submission requirements.
- (14) The quality, availability and adaptability of the supplies, materials, equipment or contractual services, to the particular use required.
- (15) For request for proposals, the number and scope of conditions attached to the proposal.
- (16) Whether the bidder can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- (17) The previous and existing compliance by the bidder with laws relating to the contract or service.
- (18) The ability of the bidder to provide future maintenance, repair parts, and service for the subject contract.
- (19) 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".

#### **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 the CONTRACTOR has obtained, for himself and all subcontractors, all of the insurance required under this paragraph, and such insurance has been approved by the OWNER.

The CONTRACTOR and his subcontractor(s) shall provide and 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	
2	Employer’s Liability	No less than \$100,000 Limit Ea. Occ/Disease/Aggregate	City shall be an Additional Insured with Waiver of Subrogation
3	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 the indemnity provisions in the contract) F. Explosion or Cave-in	No less than \$1,000,000 per Occurrence and Aggregate Limits	<u>All insurance policies shall be written on a primary basis and be non-contributory with any other coverages carried by the City. City is to be an Additional Insured with Waiver of Subrogation.</u>
4	Automobile Policy	The OWNER shall be an Additional Insured at No less than Combined Single Limit - \$500,000.00	City shall be an Additional Insured

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 City Risk Management for their adequacy as to form, content, form of protection and the providing company.

The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. The City shall have no duty to pay or perform under this contract until the proof of insurance has been delivered to and approved by the CITY's Risk Management Department. No officer or employee other than the CITY's Risk Manager shall have authority to waive this requirement.

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 workers' compensation insurance coverage as defined in Section 401.011(44) of the Texas Labor Code as may be amended, 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 as may be amended, for all persons providing services on the project, for the duration of the project. The City shall be an Additional Insured, and, with a Waiver of Subrogation.

**103.4.5.1 Endorsements.**

**Delete 103.4.5.1(1) and Replace with:**

(1) With the exception Professional Liability coverage, the Certificate of Insurance must state that "The City of Mesquite-Texas, its trustees, officers, agents and employees are Additional Insureds as their interests appear relating to the contractually stipulated service, project or product";

**103.4.5.2(2) Insurance Requirements.**

**Add to the end of the sentence:** and rated at least "A-" in A.M. Best's Key Rating Guide; and with a financial strength of VII or greater

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

**Replace last sentence with:** 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:**

**103.9. 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, prior to the start of construction, 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 numbers (1) through (9) of subsection 105.1.1 and Replace with:**

In case of conflict between Contract documents, priority of interpretation shall be in the following order:

1. signed Contract Agreement;
2. properly authorized change orders;
3. any listed and numbered addenda;
4. special provisions;
5. construction drawings;
6. project specific details;

7. Division 100 of the Public Works Construction Standards, North Central Texas, Fifth Edition, dated November 2017 with City of Mesquite Addendum;
8. technical specifications;
9. City of Mesquite Standard Details;
10. the OWNER's written notice to proceed to the CONTRACTOR;
11. the CONTRACTOR's bid proposal;
12. the Performance and Payment Bonds;
13. City of Mesquite General Design Standards
14. Public Works Construction Standards, North Central Texas, Fifth Edition, dated November 2017
15. Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014

### **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**

### **105.3. 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.

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

**Add:** The CONTRACTOR superintendent and general foreman shall both be fluent in speaking, reading, and writing English.

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

**Add:** The Engineer 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 of the OWNER's Representative (i.e. City inspector), 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.**

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

(1) Except as provided in Paragraph (2) of this 105.9.1, all work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR's expense.

**Add after first paragraph:** (2) If the OWNER 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 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 and third sentences in the first paragraph and Replace with the following:** The CONTRACTOR will be required to reimburse the OWNER or its designated representative for the cost of all inspection overtime which may be necessary for the successful and expeditious prosecution of the work included in this contract. 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 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 written 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 Holidays. The CONTRACTOR will be charged a 2-hour minimum overtime charge if the CONTRACTOR schedules inspection on weekends or Holidays but then cancels work without notice to the Public Works Construction Inspector before the inspector shows up to the project.

**Delete:** The last paragraph.

**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 any other additional rates paid to the inspector by the City. The CONTRACTOR will be billed monthly by the City for overtime charges. The OWNER will not release final payment or give final acceptance of a project until inspector overtime charges are paid.

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

**Delete the second paragraph including (1) through (6), 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 sole expense of the CONTRACTOR** unless otherwise specified.

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

The CONTRACTOR shall designate and pay a City Approved 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) and other applicable laws.

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 Standards. Delivery of the potable water sample to the testing laboratory and testing of the potable water sample will be at the OWNER's expense.

## **107.3. INDEMNIFICATION**

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

**107.3.1 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 OWNER 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.

**107.3.2 Premise Defects.** Further, OWNER 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.

**107.3.3 Notice of Claim.** It is further agreed with respect to the above indemnity that OWNER 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 OWNER, and OWNER shall have the right to compromise and defend the same to the extent of its own interests.

## **107.13 LABOR AND MATERIALS**

### **Add the following subsection:**

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

In compliance with Texas state law, the CONTRACTOR is required to pay all employees, and is required to make all subcontractors pay their employees, 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, as provided by law, 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.

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 therein. 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 subcontractor under him.

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 and secondly, 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.

## **107.14 EQUAL EMPLOYMENT OPPORTUNITY**

### **107.14.5 Reports**

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

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

**107.14.6. Protection of Resident Workers:** The OWNER actively supports the immigration and Nationality Act (INA), 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.

### **107.14.7. 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.

### **107.14.8. 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.

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

#### **Add at the end of the section:**

If the CONTRACTOR performs under a separated contract as defined by Texas Administrative Code 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 City of Mesquite Purchasing Division will furnish the CONTRACTOR with an exemption certificate for the applicable materials. In order to comply with the requirements of Texas Administrative Code 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:

Texas 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, who in turn, must issue a resale certificate to his supplier.

### **107.17 COMPLIANCE WITH LAWS**

#### **Add at the end of the section:**

**THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE OWNER AGAINST ANY CLAIMS ARISING FROM THE VIOLATION OF ANY SUCH LAW, ORDINANCES AND REGULATIONS.**

### **107.19 PUBLIC CONVENIENCE AND SAFETY**

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

**107.19.1. 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 affected. The CONTRACTOR shall also take care of all sewage and drainage that 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 necessary structures, 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 legal and satisfactory manner so that no nuisance is created and the work under construction adequately protected.

**107.19.2. Explosives.** Explosives shall not be used under any circumstances in relation to this project.

**Add at the end of section 107.19:**

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 107.20.2 the following subsection:**

**107.20.2.1. 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 CONTRACTOR 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 in writing one (1) week prior to any street or driveway closure.

**107.20.3.6. 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.

**107.24.4. 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 107.24.4.(a) Utility Coordination and Replace with:**

<b>Entity</b>	<b>Contact Information</b>
<b>Texas One Call system</b>	<b>811</b>
<b>City of Mesquite Water/Sewer Locates</b>	<b>972-216-6278 972-216-6973 972-216-8797</b>
<b>City of Mesquite: Record Drawings</b>	<b>GIShelpdesk@cityofmesquite.com</b>
<b>City of Mesquite Traffic Signal Conduit &amp; Loop Detectors</b>	<b>972-216-6278</b>

**Add to the end of section 107.24 the following subsections:**

**107.24.5. 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 prior 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.

**107.24.6. 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.

**107.24.7. 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.

### **107.27 RESTORATION OF PROPERTY**

#### **Add to the end of the section:**

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 that lie inside the right-of-way or easements lines and within the normal limits of work. The property owners 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.

#### **107.28.1 Spill Prevention Plan**

**Add to beginning of first sentence:** "When required by federal and/or state law, rules or regulations,"

#### **107.28.5 Failure to Comply**

#### **Delete item (3) and Replace with:**

(3) terminate the contract for default as provided in the Contract Documents; or

#### **Add the following as Item (4):**

(4) terminate the contract in any other applicable manner provided in the Contract Documents.

#### **Add the following section to the end of Item 107:**

#### **107.29 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) as 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 or to give up any part of the compensation to which he is otherwise entitled. The City shall report all suspected or reported violations to the grantor agency.

#### **108.8.1 Liquidated Damages for Failure to Complete on Time.**

#### **Delete the entire subsection and replace with the following:**

The time of completion is the essence of this Contract. For each day that any work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the Schedule 108.8.1. (a) Liquidated Damages, unless otherwise specified, shall be deducted from the monies due the CONTRACTOR.

**Schedule 108.8.1. (a) Liquidated Damages**

<b>Amount of Contract (\$)</b>	<b>Amount of Liquidated Damages (\$)</b>
Less than 25,000.00	200.00 Per Day
100,000.00 to 999,999.99	500.00 Per Day
More than 1,000,000.00	1000.00 Per Day

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or its surety shall pay any additional amounts due.

In the event that the actual damages incurred by the OWNER exceed the amount of liquidated damages, OWNER shall be entitled to recover its actual damages.

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

**Add the following paragraph to this section:**

The CONTRACTOR is not required to furnish payrolls and records unless this submittal is otherwise required by the Special Provisions or the Contract Documents. The CONTRACTOR is still required to comply with the minimum wage rates published by the OWNER.

**109.2 PAYMENT FOR MATERIALS**

**109.2.1. Materials On-Hand. Delete the text of subsection and replace with the following:** The OWNER will not pay for Materials on Hand unless otherwise specified in a Special Provision or the Contract Documents.

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

**Re-number Subsection 109.2.3. "Measurement of Quantities" to 109.2.2.**

**109.5.1 MONTHLY ESTIMATE**

**Replace the second sentence of the first paragraph with the following:** "The monthly estimate may include acceptable nonperishable materials if allowed by Special Provisions or the Contract Documents."

**Replace the fourth sentence of the first paragraph with the following:** "The monthly estimate may include acceptable nonperishable materials delivered to and stored at the work site or a storage facility accessible to the OWNER if allowed by Special Provisions or the Contract Documents."

**109.5.4. Final Payment.**

**Revise the last sentence of the first paragraph to read as follows:**

The amount of the final estimate, less any sums that have been previously paid, deducted or retained under the provisions of this Contract, shall be paid to the CONTRACTOR within a reasonable period of time (not to exceed 90 days) after final acceptance and the CONTRACTOR has provided to the OWNER:

- (1) a consent of surety to final payment;
- (2) the final CONTRACTOR's Report of SUBCONTRACTOR/Supplier Payment, evidencing that all indebtedness connected with the work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for or used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may be respectively due have consented to final payment;

- (3) such other affidavits, lien waivers and other documentation as the OWNER may reasonably require to protect its interests; and
- (4) a marked-up set of plans showing all changes, revisions and alterations to the original plans.

**109.6 WIRE TRANSFERS**

**Delete entire text of 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 CONTRACTOR's 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.

**Delete entire ITEM 110. AIR QUALITY REQUIREMENT FOR EQUIPMENT**

## **SPECIAL PROVISIONS**

These Special Provisions are to be used in conjunction with the ***North Central Texas Council of Governments Public Works Construction Standards, Fifth Edition (November 2017), 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, Fifth Edition (November 2017), 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 SUBMITTALS:**

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

1. List of Subcontractors, Material Suppliers and Materials Testing Laboratory.
2. Submittals for all materials to be incorporated into the project.
3. Construction Sequencing Plan and Project Schedule.
4. Traffic Control Plan.
5. Completed SWPPP, NOI and CSN.
6. Contractor Contact List with listing of personnel for 24 hour – 7 days a week contact.
7. Pre-construction video
8. Other Items as requested by the Owner's Representative or required by contract documents, specifications or plans.

### **SP-2 MEASUREMENT OF QUANTITIES:**

The cutoff date for measurement of quantities shall be the 30<sup>th</sup> of each month.

### **SP-3 CONSTRUCTION SEQUENCE:**

The Contractor shall prepare a Construction Sequencing Plan which shows staging for the installation of the construction by street segment or other division of the work as requested by the Owner's Representative and submit it to the Owner's Representative at the Pre-Construction Conference.

### **SP-4 NOTIFICATIONS FOR PAVEMENT RECONSTRUCTION:**

The Contractor shall be responsible for handing out all notifications required by the construction of the project to all affected. All notices shall be handed out by the contractor a **minimum** of 48 hours prior to the start of the activity described in the notice. When possible, a longer time span is expected. The process for notifications shall be as follows:

- a. Contractor shall notify the City Project Engineer/Project Manager at least 48 hours prior to handing out notices indicating the following:
  - i. Description of the anticipated work or construction
  - ii. Description of action the citizen is being requested to take, if any.
  - iii. Schedule (both day and time) for the beginning and anticipated end of the work or requested citizen action.
  - iv. Contractors contact name and phone number. (This number must be checked by the inspector as having a 24 hour response).
- b. The Project Engineer/Project Manager will write the notice and send to Contractor via email in pdf format. Each notice will be on City letterhead and will include a contact number for both the City Inspector and for the Contractor's Superintendent.

- c. The Contractor shall be responsible for printing notices out and hand delivering them to affected residences and business. Notices shall be affixed to front doors by means that will not damage any property. Door hangers have been used in the past and provide an example of acceptable method.
- d. Under no circumstances is the Contractor to issue written notices to the public without City review and approval. Generally, if the contractor needs to notify the public of some action, the notices shall be written by the City and distributed by the Contractor. The Contractor may have input into the content of the notice.

Notices shall be provided for the following actions:

- a. General notice indicating construction is about to begin. This shall be distributed to all residents on all streets prior to any work commencing.
- b. Road closures – A minimum of 48 hours prior to closing any section of roadway or alley entrance that would require detouring should be handed out to affected residents.
- c. Other disruptions to a resident's daily life that were not addressed in previous notices

**SP-5 LIMITS OF WORK AREA:**

The Contractor will be required to work within the confines of the street and alley rights-of-way owned by the City or designated easements as may be applicable. The Contractor is not prohibited from making separate arrangements with property owners for use of property for access or storage. The City will not be a part of these separate agreements. Prior to use of any private property, the Contractor shall provide the City with a copy of the executed agreement evidencing the property owner consented to the Contractor's use of the property.

**SP-6 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 not provided or identified specific staging areas staging areas for use by the Contractor during construction. The Contractor shall be solely liable for any costs or damages associated with or arising from use of any private property during construction. For using City property, the Contractor shall obtain prior permission from the Owner's representative before starting construction.

**SP-7 CONSTRUCTION PHOTOGRAPHS/VIDEOS:**

Contractor shall take digital pictures and/or digital video recordings of the site before construction begins. A copy of the photos and/or videos shall be furnished to the inspector for review and filing prior to any construction in that area.

**SP-8 RECORD DRAWINGS:**

The Contractor will be furnished with one set of plans on which he shall indicate all changes made during construction. All notes and comments necessary to give a clear conception of exactly how all items were constructed, including location, shall be shown. This set of plans shall be reviewed with the Owner's representative at the completion of the project and returned to the Engineer at that time.

**SP-9 DISPOSAL OF TREES AND SHRUBS:**

The City's compost facility at 3550 Lawson Road (Mapsco 60A-T) will accept trees and brush from the project under the following terms:

- Trees that have root balls will not be accepted.
- All brush must be cut.
- Tree trunks and limbs with a diameter larger than 18-inches must be cut in lengths no longer than three-feet.
- Tree trunks and limbs with a diameter smaller than 18-inches must be cut in lengths no longer than six-feet.



- The contractor will be charged by truck or trailer size and volume according to the attached Fee Schedule. There is an option for monthly billing if the contractor sets up an account with the City with a \$100.00 non-refundable deposit.

(1) Compost materials charge.		
a.	Pick-up.....	\$ 20.00
b.	10-foot trailer.....	\$ 25.00
c.	12-foot trailer.....	\$ 30.00
d.	14-foot trailer.....	\$ 34.00
e.	16-foot trailer.....	\$ 38.00
f.	18-foot trailer.....	\$ 42.00
g.	20-foot trailer.....	\$ 47.00
(2) Chipped loads.		
a.	10-cubic-yard box truck.....	\$ 25.00
b.	20-cubic-yard box truck.....	\$ 45.00
c.	30-cubic-yard box truck.....	\$ 65.00
(3) Roll-off containers and tract trailers.		
a.	10-cubic-yard.....	\$ 36.00
b.	20-cubic-yard.....	\$ 67.00
c.	30-cubic-yard.....	\$ 98.00
d.	40-cubic-yard.....	\$129.00
e.	50-cubic-yard.....	\$160.00
f.	60-cubic-yard.....	\$191.00

## **TECHNICAL SPECIFICATIONS**

Section 10010	Mobilization
Section 10011	Traffic Control
Section 10020	Testing Laboratory Services
Section 20022	Removal of Existing Pavement
Section 20080	Milling Pavement
Section 20081	Asphalt Paving Overlay
Section 20082	Cleaning and Sealing of Joints And Cracks
Section 50020	Erosion Control
Section 90001	Markout Central Temporary Road Repair Allowance

## SECTION 10010

### MOBILIZATION

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

- A. This item shall be for the procurement of payment and performance bonds, required insurance, full execution of contract documents, attendance at the project preconstruction meeting, submission of required submittals to the City Project Engineer, field office and other facilities at the project site and the movement of adequate personnel, construction equipment and materials to the project site and the Contractor beginning work on the contract items outlined in the contract documents.

#### PART 2 – MATERIALS AND EQUIPMENT

Not used.

#### PART 3 – EXECUTION

Not used.

#### PART 4 – MEASUREMENT AND PAYMENT

##### 4.1 MEASUREMENT

- A. The maximum bid amount for this item shall be five percent (5%) of the total amount bid for the project.

##### 4.2 PAYMENT

- A. Payment shall be full compensation when all the items outlined in Part 1.1 above have been completed. The **total payment for mobilization shall not exceed 5% of the total bid** and shall be payable when in the opinion of the City Project Engineer all the items outlined in Part 1.1 above have been completed.

**END OF SECTION**

## **SECTION 10011**

### **TRAFFIC CONTROL**

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION**

- A. This item shall govern for traffic control & barricading in accordance with these specifications and as shown on the plans. This item includes the design, application, installation and implementation of traffic control.

#### **PART 2 – MATERIALS AND EQUIPMENT**

##### **2.1 MATERIALS**

- A. All barricades, fences, lights, danger signals, and other precautionary devices and measures shall conform to the current edition of the Texas Manual on Uniform Traffic Control Devices.

#### **PART 3 – EXECUTION**

##### **3.1 GENERAL**

- A. All work shall conform to the current edition of the Texas Manual on Uniform Traffic Control Devices.
- B. The Contractor shall provide a traffic control plan at least 48 hours prior to any work in a City street. The City Project Engineer may require the traffic control plan to be designed and sealed by an engineer licensed in the State of Texas. The Contractor shall plan his work in accordance with the traffic control plan, and/or as indicated in the plans. Any revisions must receive the City's approval prior to beginning work. As deemed necessary, the City Representative may require the Contractor to provide and maintain additional traffic control devices at any time.
- C. Prior to beginning work the Contractor shall designate, in writing, a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the traffic control plan.
- D. The Contractor will not remove any regulatory signs, instructional signs, street name signs or other signs which have been erected by the City. If removal or relocation of traffic signs, traffic control equipment or other traffic control appurtenances is deemed necessary, the Contractor shall contact the City of Mesquite Traffic Engineering Division at (972) 216-4104.
- E. All traffic control devices must be installed prior to beginning construction.
- F. One lane in each direction is to be kept open at all times on existing streets, except as necessary for short-term, temporary vicinity construction operations which would warrant adequate signs, barricades and flagmen as required by the current Texas Manual on Uniform Traffic Control Devices. Unless approved in writing, access to adjacent properties, driveways, alleys and intersecting streets shall be maintained at all times.

- G. If paving operations result in a vertical longitudinal face greater than 1” in depth between lanes or at shoulders, Contractor shall erect either sign CW8-11 (UNEVEN LANES) or sign CW8-9a (SHOULDER DROP OFF) in advance of the area in accordance with the Texas Manual on Uniform Traffic Control Devices.
- H. Arrow boards are required and additional advance warning traffic control devices used where an arterial street has lane closures overnight. The effective placement of arrow boards is contingent on sight visibility; attention must be paid to the road geometry and speed of the roadway when determining placement. Arrow boards will be placed at the direction of the City Public Works Construction Inspector.
- I. If the Contractor’s proposed plan of operation for handling traffic does not provide for safe, comfortable movement, the Contractor shall immediately change his operations to correct the unsatisfactory conditions. The Contractor will be held responsible for all damage to the work due to the failure of barricades, signs, lights, danger signals, watchmen, and other devices to protect it, and whenever evidence of such damage is found, the City Representative may order the Contractor to immediately remove and replace the damaged portion at his cost and expense.
- J. The Contractor’s responsibility for maintenance of all traffic control devices shall not cease until the project is accepted by the City.

#### **PART 4 – MEASUREMENT AND PAYMENT**

- A. Traffic control implementation and maintenance shall be paid based upon percent of contract time completed and shall be full compensation for all traffic control devices, maintenance of devices, moving, placing and removing of devices; and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

**END OF SECTION**

## SECTION 10020

### TESTING LABORATORY SERVICES

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

- A. The Contractor shall employ and pay for an independent testing laboratory, **APPROVED BY THE CITY ENGINEER**, to perform testing of construction materials. Contractor shall submit the name of the testing laboratory prior to beginning of Work.
- B. Contractor shall coordinate all testing activities and shall assist in whatever manner necessary so that the testing laboratory may provide all testing services.
- C. All re-testing costs for failed testing shall be at the expense of the Contractor.
- D. The City's Public Works Construction Inspector may initiate any test.
- E. The Contractor shall notify the assigned City Public Works Construction Inspector of all density testing 24 hours prior to the scheduled test. Copies of all test reports shall be sent to the Public Works Inspector for review and acceptance and inclusion in the City project file. Projects will not receive City acceptance until all test results are complete and satisfactory.
- F. Materials and products incorporated in the Work, shall be inspected, tested and approved by the Contractor. Tests by the Contractor, Subcontractors or by Suppliers shall be performed by certified technicians using certified laboratories. Laboratory technicians shall hold current certification in accordance with ASTM E 329, Standard Practice for Use in Evaluation of Testing and Inspection Agencies as Used in Construction or have a nationally recognized certification acceptable to the Engineer. Work in which materials are used without prior test and approval may be ordered removed and replaced at the Contractor's expense. The Contractor will be required to furnish such facilities and equipment as may be necessary to perform the tests and inspection and shall be responsible for calibration of all test equipment required. When requested, the Contractor shall furnish a complete written statement of the origin, composition, and/or manufacture of any or all materials that are to be used in the Work.
- G. Contractor shall have testing laboratory include requested City personnel on email distribution list for all test reports. Testing reports must be submitted within five days after the test has been made. Construction shall not proceed where materials are to be placed upon materials previously placed and these previously placed materials have not been tested or the test results have not been made available to the Engineer.
- H. The most current specifications for all specifications listed herein shall govern testing methods.

##### 1.2 STANDARD TEST METHODS FOR COMPACTION AND MOISTURE CONTENT OF SOIL

- A. Moisture and Compaction Testing Standards: Testing laboratory shall sample, test in laboratory, and test in field moisture content and compaction per the following ASTM designations:
  - 1. D-698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
  - 2. D-6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth).
  - 3. D-4318 - Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
  - 4. D-1140 - Standard Test Methods for Amount of Material in Soils Finer Than the No. 200 Sieve.
  - 5. D-2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- B. Results: Density tests must meet a minimum compaction of 95% Standard Proctor Density (ASTM D698) at a moisture content of 0% to 6% of optimum moisture.
- C. Test Report: Laboratory shall provide both field and final copies of test results to the Engineer, Owner and other parties as directed by the Contractor.

### **1.3 FREQUENCY OF TESTS**

- A. Refer to City of Mesquite Standard Details and Project Specifications for the required frequency of tests.

## **PART 2 – MATERIALS AND EQUIPMENT**

Not used.

## **PART 3 – EXECUTION**

Not used.

## **PART 4 – MEASUREMENT AND PAYMENT**

### **4.1 MEASUREMENT**

- A. This section shall not be measured as a separate contract section.

### **4.2 PAYMENT**

- A. The work performed and materials furnished in accordance with this section will not be paid for directly but will be subsidiary to pertinent sections.

**END OF SECTION**

## **SECTION 20022**

### **REMOVAL OF EXISTING PAVEMENT**

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION**

- A. The work as specified in this section includes all labor, equipment and materials necessary to remove and dispose of existing pavement of all types (i.e. driveways, sidewalks, street, etc.) and materials (i.e. asphalt, concrete, etc.) in conformity with the plans and these specifications

#### **PART 2 – MATERIALS AND EQUIPMENT**

Not used.

#### **PART 3 – EXECUTION**

##### **3.1 GENERAL**

- A. When removing portions of concrete pavement from existing pavement that will remain in place, Contractor shall delineate the line of removal neatly and accurately with a full-depth saw-cut to facilitate removal without damaging the remaining pavement. Saw-cut shall be considered incidental. Contractor shall ensure the removal methods do not chip or damage surrounding pavement or curb. If any existing concrete beyond the removal limits is damaged or destroyed, it shall be replaced at the Contractor's entire expense. Removed concrete pavement shall be disposed of off-site by the Contractor.

#### **PART 4 – MEASUREMENT AND PAYMENT**

##### **4.1 MEASUREMENT**

- A. This section shall be measured by each plan view square yard of pavement removed. Payment shall be full compensation for materials and installation including sawcutting, removal, excavation, haul off and lawful disposal of spoils, and all manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

**END OF SECTION**



## SECTION 20080

### MILLING PAVEMENT

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

- A. This item shall govern for removing existing asphalt or concrete pavement surface to the required depth, profile and cross-slope and proper utilization or disposal of the milled material.
- B. The work as specified in this section includes all labor, equipment and materials necessary to plane existing concrete pavement in conformance with the current Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, Item 354 "Planing and Texturing Pavement" with exceptions of items specified herein.
- C. Cold milling is divided into the following classifications:
  - 1. **Scarification.** Scarification shall be used to provide a roughened texture to an existing pavement surface at removal depths ranging from 1/4 to 1/2". Scarification shall be used to prepare an existing pavement for a functional overlay where the existing pavement has excessive crack sealing, has a polished surface, or requires minor profile corrections.
  - 2. **Milling.** Milling shall be used to remove material from an existing pavement surface to a specified average depth by milling the surface and creating a uniform profile.
  - 3. **Wedge Milling.** Removing existing asphalt or concrete pavement surface material along concrete curb and gutter or abutting concrete street pavement that is scheduled to remain in place, including proper utilization or disposal of all removed material. This wedge milling of existing pavement shall be to a depth of 1.5" and to a width of 4' beyond the edge of pavement that is to remain in place, unless otherwise directed. The intent of wedge milling is to prevent excessive build-up of new pavement overlay adjacent to and/or directly over existing gutter or street pavement. This helps to ensure a new pavement overlay does not exceed the height of the gutter line and that the existing drainage capacity and flow characteristics of the curb and gutter are maintained or improved.

#### PART 2 – MATERIALS AND EQUIPMENT

##### 2.1 MATERIALS

##### 2.2 EQUIPMENT

- A. Equipment, tools and machines used in the performance of the work shall be maintained in a satisfactory working condition. Equipment shall be in accordance with the following:
  - 1. **Cold Milling Machine.** The cold milling machine shall be a commercially manufactured machine that shall be self-propelled with sufficient power, traction, and stability to maintain an accurate depth of cut to perform the work to the Owner's satisfaction. The cold milling machine shall be equipped with automatic controls for establishing profile grades at all edges

of the machine. The machine shall be equipped to remove the milled material away from the roadway surface. The machine shall be equipped with an effective means of controlling dust produced during the milling operation. The machine shall not cause damage to any part of the pavement structure that is not to be removed. Contractor shall replace broken, missing, or worn teeth as required in order to maintain the surface texture requirements. Contractor shall provide a smaller machine if required to trim areas inaccessible to larger machine at manholes, utility valves, drainage appurtenances, curb returns, and intersections.

2. **Wedge Milling Machine.** The wedge milling machine shall be a commercially manufactured machine that shall be self-propelled with sufficient power, traction, and stability to maintain an accurate depth of cut to perform the work to the Owner's satisfaction. The wedge milling machine shall be equipped with automatic controls for establishing profile grades at all edges of the machine. The machine shall be equipped to remove the milled material away from the roadway surface. The machine shall be equipped with an effective means of controlling dust produced during the milling operation. The machine shall not cause damage to any part of the pavement structure that is not to be removed. Contractor shall replace broken, missing, or worn teeth as required in order to maintain the surface texture requirements.
3. **Street Sweeper.** Sweeping operations shall require a street sweeper to pick up loose material and for dust control.
4. **Straightedge.** A 10' straightedge comprised of a rigid beam mounted on two solid wheels on axles 10' apart shall be required to ensure tolerances are met as outlined in this item specification. The straightedge shall have a mounted push bar to facilitate propelling the device along or across the pavement. Tolerance points shall be located at the 1/4, 1/2, and 3/4 points and may include threaded bolts capable of being adjusted to the tolerance specified. The Contractor shall be allowed to provide an alternate device capable of ensuring the required tolerances are met with prior approval from the Owner.

## **PART 3 – EXECUTION**

### **3.1 GENERAL**

- A. Prior to milling operations, the Contractor shall mark the existing pavement for removal by squaring off the areas to be removed. Contractor shall sawcut to milling depth along perimeter of milling area to prevent spalling and flaking of the existing pavement and to provide a vertical edge.
- B. All of the milled material shall be pulverized to pass a 2" sieve. The Contractor shall ensure underlying materials are not included in the millings.
- C. Work will require detailed milling operations to mill surfaces around structures (manholes, aprons, etc.) and in driveways where large milling machines will not maneuver. Surface material that cannot be removed by cold milling operations due to physical or geometric constraints shall be removed by other methods approved by the Owner.
- D. The Contractor shall be allowed to remove and plane the roadway surface around and over manholes, utility valves, and drainage appurtenances within the limits of the work as directed by the Owner. Any damage to these items caused by the

removal and planning operations shall be replaced at the Contractor's expense. The Contractor shall place a temporary wedge consisting of bituminous or other approved material around manholes, utility valves, and drainage appurtenances after removal of the existing material around them. The temporary wedge shall have a slope that will allow safe transition over the appurtenance by through traffic and be designed so that the material remains intact while under traffic loading. The temporary wedges shall be removed prior to resurfacing operations.

- E. The Contractor shall perform milling operations in a manner and take other necessary measures to ensure proper drainage, both during and after construction operations, is provided and maintained. Traffic lane surface drainage restrictions will not be allowed. This can be achieved by proper sequencing of milling operations, construction of temporary drainage channels in shoulders, milling multiple lanes and/or lanes and shoulder on the same day, or any other method approved by the Owner.
- F. When pavement markings have been removed by milling operations, the Contractor must place temporary pavement markings prior to opening the roadway to traffic.
- G. At transverse joints in areas where cold milling is done and is to be opened to traffic, overlay with a temporary bituminous wedge having a slope that will allow safe transition by through traffic. The temporary wedge shall be designed so that the material remains intact while under traffic loading and shall be removed prior to resurfacing operations. This pavement transition at transverse joints may be omitted when the vertical offset between the milled surface and the adjacent riding asphalt surface is less than 3/8".
- H. When the milled surface is open to traffic, no vertical cuts greater than 2" shall be allowed along a gutter line or shoulder line unless protected by temporary barricades and warning signs. If milling operations result in a vertical longitudinal cut greater than 1" in depth between adjacent lanes, milling shall be performed on the adjacent lane the same day. At the conclusion of each day, less than 500' of construction area shall have a vertical difference of over 1" between adjacent lanes. No vertical drop off will be allowed between traffic lanes over weekends, holidays, or other extended periods when work is not being performed.
- I. Any milled surface that is to be opened to traffic for 30 days or more shall have a texture produced by the cold milling operation that is uniform and provides a satisfactory riding surface and skid resistance.
- J. Prior to allowing traffic on the milled surface, the Contractor shall thoroughly sweep the surface to remove loose material not picked up by the milling machine and for dust control.

#### **PART 4 – MEASUREMENT AND PAYMENT**

- A. Wedge Milling shall be measured by linear foot at the width specified and shall be full compensation for pavement preparation, installment and for removal of asphalt and/or concrete; hauling, transporting, and/or disposing of the millings; detailed milling; sweeping; and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.
- B. Scarification and Milling shall be measured by the square yard of the milled area, and shall be full compensation for removal of pavement material; hauling, transporting, and/or disposing of the millings; detailed milling; sweeping; and for all

manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

- C. Construction, removal, and patching of any temporary drainage facilities or measures constructed will not be paid for directly but will be subsidiary to pertinent bid items. Furnishing and installing temporary pavement markings shall be considered incidental to this item. Repairs made to existing pavement outside the removal limits as well as to manholes, utility valves, and drainage appurtenances shall be at the Contractor's expense. No separate payment shall be made for saw-cut, which shall be considered subsidiary to pertinent bid items. Furnishing, installing, and removing temporary bituminous wedge transitions shall be considered subsidiary to pertinent bid items.

**END OF SECTION**

## SECTION 20081

### ASPHALT PAVING OVERLAY

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

- A. This item shall govern for application of a hot-mix asphalt concrete pavement overlay as a surface course as shown in the plans. The course shall be composed of a compacted mixture of mineral aggregate and asphaltic material mixed in a mixing plant. The overlay shall be constructed on the previously completed and approved base course in accordance with the required lines, grades, and typical sections shown in the plans or established in the field by the Owner.

##### 1.2 SUBMITTALS

- A. Asphalt Mix Design
- B. Tack Coat Material

##### 1.3 QUALITY CONTROL

- A. General
  - 1. Locations for testing will be determined by the City Public Works Construction Inspector.
  - 2. Materials must conform to City of Mesquite Approved Water Materials List.
- B. Testing Requirements, reference Section 10020 Testing Laboratory Services and the City of Mesquite General Design Standards for Testing Procedures
  - 1. Subgrade – Not Applicable for Overlays
    - a. Proctor Analysis
    - b. Moisture content and compaction shall be tested every 300 linear feet per lane
  - 2. Asphalt
    - a. Compaction
    - b. Temperature of asphalt
  - 3. Pavement cores – taken every 300 linear feet per lane
    - a. Tested for thickness

#### PART 2 – MATERIALS AND EQUIPMENT

##### 2.1 MATERIALS

- A. **Aggregates.** Mineral aggregates shall be comprised of fine aggregate, coarse aggregate, and when required, a mineral filler.
- B. **Paving Mixture.** Asphaltic materials for the paving mixture shall be determined by the Contractor and approved by the Owner after design tests have been made, using the mineral aggregates proposed to be used in the mixture.
- C. **Tack Coat.** Furnish CSS-1H per TxDOT Item 300
- D. **Paving Mixture.** Type D, Fine Surface per TxDOT Item 340

##### 2.2 EQUIPMENT

- A. Contractor shall provide machinery, tools, and equipment necessary for proper execution of the work. Owner shall approve such equipment as to type and condition

prior to the Contractor beginning construction operations on which the equipment is to be used. All machinery, tools, and equipment shall be maintained in a satisfactory and workmanlike manner.

## **PART 3 – EXECUTION**

### **3.1 MILLING**

- A. When specified on plans, contractor shall mill existing pavement in accordance with 20080 Milling Pavement.

### **3.2 APPLICATION OF BASE COURSE**

- A. When specified on plans, contractor shall apply a base course prior to application of surface course.

### **3.3 TACK COAT**

- A. Apply tack coat to the newly laid base course or existing pavement prior to applying the surface course. The surface shall be dry and clean. Apply tack coat at a rate of 0.10 gallons per square yard unless otherwise directed by the Owner. The vertical surfaces of existing pavements, gutter, and all structures in actual contact with asphalt mixtures shall be coated with a thin, complete tack coating. Tack coat shall not be applied more than 2,000 feet ahead of paver. Contractor shall provide signs and flaggers, as necessary, to ensure traffic does not drive on the tack coat. No application of tack coat shall be allowed when the air temperature is below 50°F and falling. Placement shall be allowed when the air temperature is above 40°F and rising. Temperature shall be taken in the shade away from artificial heat sources.

### **3.4 PLACING**

- A. No application of asphalt leveling course shall be allowed when the air temperature is below 50°F and falling. Placement shall be allowed when the air temperature is above 40°F and rising. Temperature shall be taken in the shade away from artificial heat sources.
- B. The minimum laydown temperature of the material shall be 275°F. Asphalt surface course shall be applied by an approved paving machine wherever practical. The material shall be spread as soon as possible after arriving at the site and before the mixture cools to an unworkable consistency. Hand methods may be used in inaccessible areas. When placed by hand, loads shall not be dumped any faster than can be properly distributed. During placing and spreading of the hot-mix asphalt material, Contractor shall take care to prevent the spilling of material onto adjacent, pavement, gutters, or structures.

### **3.3 COMPACTION**

- A. Rolling with a 3-wheel and tandem roller shall start longitudinally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels, with the alternate trips being of varying lengths. Rolling shall continue until no further compression can be obtained and all roller marks are eliminated. The motion of the rollers shall be slow enough at all times to avoid displacement of the asphaltic material. If displacement should occur, it shall be corrected at once by the use of rakes and fresh asphaltic mixtures where required. The roller shall not be allowed to stand on the surface when it has not been fully compacted and allowed to cool. To prevent adhesion to the roller, the

wheels shall be kept thoroughly moistened with water, but an excess of water shall not be permitted.

1. The compacted surface course shall be the thickness specified on plans and in bid item. The relative density of the course shall not be less than 92%.
2. With Owner approval, a vibratory steel wheel roller may be substituted for the 3-wheel roller and tandem roller.
3. The finished surface shall be smooth and meet the line, grade, and cross section requirements. When tested with a 16-ft straightedge placed parallel to the centerline of the roadway, the finished surface shall not deviate in excess of 1/16" per foot from the nearest point of contact. The maximum ordinate measured from the face of straightedge shall not exceed 1/4" at any point.

#### **PART 4 – MEASUREMENT AND PAYMENT**

- A. Asphalt Paving shall be measured by square yard at the depth specified and shall be full compensation for pavement preparation, asphalt material, tack coat, heating, mixing, hauling, placing, rolling and finishing; and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

**END OF SECTION**

## SECTION 20082

### CLEANING AND SEALING OF JOINTS AND CRACKS

#### PART 1 – GENERAL

##### 1.1 DESCRIPTION

- A. This item shall govern for application of sealing cracks and joints in concrete and asphalt pavement.
- B. Work shall be done in accordance with the current Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, Item 712 "Cleaning and Sealing Joints and Cracks (Asphalt Pavement)", Item 713 "Cleaning and Sealing Joints and Cracks (Concrete Pavement)" with the exception of items specified herein.

##### 1.2 SUBMITTALS

- A. Crack Sealing Compound
- B. Application Method and Equipment

#### PART 2 – MATERIALS AND EQUIPMENT

##### 2.1 MATERIALS

- A. **Crack Sealing Compound.**
  - 1. For asphalt pavement contractor shall use asphalt-rubber hot-applied sealant, Type 3 per TxDOT DMS 6310 "Joint Sealants and Fillers"
  - 2. For concrete pavement
    - a. Type 3, Type 5, or Type 7 per TxDOT DMS 6310 "Joint Sealants and Fillers"

#### PART 3 – EXECUTION

Not used.

#### PART 4 – MEASUREMENT AND PAYMENT

- A. Unless listed as separate bid item, joint sealing shall be subsidiary to pavement construction bid items.
- B. Crack sealing shall be measured by gallon of material used, linear feet of crack sealed or by the lane mile of pavement crack sealed, whichever is specified on the plans and shall be full compensation for pavement preparation, routing, cleaning, and sealing of joints and cracks, crack sealing material; and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

**END OF SECTION**



## **SECTION 50020**

### **EROSION CONTROL**

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION**

- C. This item shall govern for the development and implementation of erosion control measures, storm water pollution prevention plan (SWPPP) and completion and posting of Construction Site Notice in accordance with the requirements of this specification.

##### **1.2 SUBMITTALS**

- A. SWPPP

#### **PART 2 – MATERIALS AND EQUIPMENT**

Not used.

#### **PART 3 – EXECUTION**

- A. SWPPP is not required to be signed and sealed by a registered professional engineer.
- B. All work shall be in accordance with TCEQ requirements.

#### **PART 4 – MEASUREMENT AND PAYMENT**

- A. Development and implementation of erosion control and SWPPP shall be paid based upon percent of contract time completed and shall be full compensation for development of plans, completion and posting of required forms, implementation of plans including furnishing and placing all materials required; and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

**END OF SECTION**

## **SECTION 90001**

### **MARKOUT CENTRAL TEMPORARY ROAD REPAIR ALLOWANCE**

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION**

- A. This item includes essential repairs to the gravel road so that it can be used as a detour during the closure of Wisser Road.

##### **1.2 SUBMITTAL**

- A. Invoices

#### **PART 2 – MATERIALS AND EQUIPMENT**

##### **2.1 MATERIALS**

- A. Compacted flex base material or similar

#### **PART 3 – EXECUTION**

##### **3.1 GENERAL**

- A. The contractor is responsible for performing essential repairs to Markout Central and ensuring continuous monitoring of road conditions throughout the construction phase. Additionally, prompt repairs following significant rain events are expected. The objective is to ensure accessibility to Markout Central for passenger vehicles, service vehicles, and emergency vehicles.

#### **PART 4 – MEASUREMENT AND PAYMENT**

- A. This item will be paid by the contractor's invoices. The amount of the invoices is subject to review and approval by the City. Once invoices are approved by the City Project Engineer, the amount of the invoice shall be paid against the contract allowance for this item. Invoices will be required that shows the cost of materials and labor. Payment shall be full compensation for materials and installation including backfill, compaction, haul off and lawful disposal of spoils, and all manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

**END OF SECTION**

## TO THE BIDDER / VENDOR

### DID YOU REMEMBER TO?

- Abide by the General and Special Conditions
- Make note of the opening date and time. All bids must be submitted by 2:00 p.m. Bids received after 2:00 p.m. will not be accepted.
- Fill in the **unit** and **extended price** on your bid proposal.
- Fill in the **total amount**.
- Fill in the **alternate bid amounts**, if requested.
- Fill in the terms, if requested.
- Acknowledge receipt of all addendums.
- Fill in the **delivery time** or the **calendar days** (if applicable).
- Fill in the **company name, address and phone number**.
- **Sign bid proposal.**
- Include on the front of your sealed envelope the following information: **Company name, address, bid number, opening date and time.**

#### Mailing Address:

City of Mesquite  
P.O. Box 850137  
Mesquite, TX 75185-0137

Purchasing Office  
972-216-6201  
972-216-6397 Fax

#### Physical Address:

City of Mesquite  
757 N. Galloway  
Mesquite, TX 75149