

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR**

**RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD
CITY OF MESQUITE CONTRACT NO. 2025-013**

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



Prepared by:
ENGINEERING DIVISION, PUBLIC WORKS DEPARTMENT



BID OPENING: JANUARY 22, 2025

TABLE OF CONTENTS

TENTATIVE SCHEDULE	3
ADVERTISEMENT FOR BIDS	4
INSTRUCTIONS TO BIDDERS	5
STANDARDS OF CONDUCT	7
BID SUBMITTAL	9
PROPOSAL.....	9
BID FORM.....	10
DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION	15
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.....	16
NON-COLLUSION STATEMENT	17
CONFLICT OF INTEREST QUESTIONNAIRE	18
BID BOND	21
BIDDER'S QUALIFICATION INFORMATION (APPARENT LOW BIDDER).....	23
QUALIFICATION STATEMENT OF BIDDER.....	24
REFERENCE STATEMENT OF BIDDER'S SURETY.....	29
BIDDER'S RELEASE OF QUALIFICATION INFORMATION	30
BIDDER'S LIST OF PROPOSED SUB-CONTRACTORS.....	31
NON-EXCLUSION AFFIDAVIT - SYSTEM FOR AWARD MANAGEMENT (SAM).....	33
CERTIFICATE OF INTERESTED PARTIES – FORM 1295.....	34
CONTRACT AND BOND FORMS.....	35
CONTRACT CHECKLIST	36
SUPPLEMENT TO ACORD 25	38
CONTRACT	39
WAGE RATE.....	44
PERFORMANCE BOND	49
PAYMENT BOND.....	51
CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE	53
CONTRACT GENERAL PROVISIONS	54
ADDENDUM TO DIVISION 100, GENERAL PROVISIONS	55
SPECIAL PROVISIONS	711
TECHNICAL SPECIFICATIONS	744

TENTATIVE SCHEDULE
FOR
RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD
City of Mesquite Contract No. 2025-013

1 st Public Advertisement	Thursday, December 19, 2024
2 nd Public Advertisement	Thursday, December 26, 2024
Pre-Bid Conference	2:00 p.m., Thursday, January 9, 2025
Questions	2:00 p.m., Wednesday, January 15, 2025
Open Bids	2:00 p.m., Wednesday, January 22, 2025
Council Awards Contract (Assumes no bidding irregularities or other issues with the low bidder requiring extensive checking of Qualifications)	February 2025
Notice to Proceed - Start Construction (Assumes rapid execution of contract documents by the Contractor with proper insurance and bonds)	February 2025
Substantial Completion (90 Calendar Day Contract)	May 2025

ADVERTISEMENT FOR BIDS
City of Mesquite Contract No. 2025-013

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., Wednesday, January 22, 2025**, for the following: **RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD.**

As set forth in the plans and specifications, the project consists of reconstruction of approximately 145 linear feet of retaining wall up to four feet in height, along with the associated sidewalk. Additionally, the project includes the construction of approximately 600 linear feet of new sidewalk along N. Bryan-Belt Line Road.

A pre-bid conference will be held at 2:00 p.m. on Thursday, January 9, 2025, at the City of Mesquite, Public Works Department located at 1515 N. Galloway Ave. Mesquite, TX 75149.

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.

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

CITY OF MESQUITE, TEXAS

Sonja Land
City Secretary

CITY OF MESQUITE CONTRACT NO.: **2025-013**
Publish: December 19, 2024
 December 26, 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, qhou@cityofmesquite.com*.
2. Mailed bids must be submitted in sufficient time to be received and time-stamped at the location in the advertisement on or before the published date and time shown on the Advertisement for Bids. The City of Mesquite is not responsible for mail delivered from the post office. Bids received after the published date and time will not be considered and will be returned unopened.
3. The 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:

RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD

CITY OF MESQUITE CONTRACT NO. 2025-013

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:

**RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD
CITY OF MESQUITE CONTRACT NO. 2025-013**

MESQUITE, TEXAS

ITEM NO	ITEM DESCRIPTION	UNITS	BID QUANTITIES	UNIT PRICE	AMOUNT
1	Mobilization	LS	1		
2	Traffic control implementation and maintenance	LS	1		
3	Implementation of erosion control devices	LS	1		
4	Remove existing retaining wall, excavate to obtain working space, and construct approximately 145 LF of a 4-foot-tall (measured from surface of the adjacent sidewalk) spread footing retaining wall in accordance with TXDOT specifications	LS	1		
5	Retaining wall backfill, compact, and sod to match existing turf	LS	1		
6	Remove and replace 4-inch concrete sidewalk associated with the retaining wall (optional)	LS	1		
7	Construct 4-inch concrete sidewalk, 5-ft in width	LF	630		
8	Construct ADA ramp, Type D	EA	4		
9	Reconstruct existing inlet top (optional)	EA	4		
10	Install sod to match the existing turf, excluding the area behind the retaining wall	SY	200		
11	Irrigation system repair allowance	AL	-	\$ 2,500.00	\$ 2,500.00

TOTAL BASE BID (Items 1 to 11) \$ _____

1. Materials incorporated into the Project: \$ _____

2. All other charges: \$ _____

NOTE: Materials and all other charges incorporated into the **RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD, CITY OF MESQUITE CONTRACT NO. 2025-013** must equal base bid amount.

Pre-bid Inspection

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

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

Commencement and Execution

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

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

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

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

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

Bidder understands and agrees that, should he fail to execute and issue the contract, bonds, insurance, other agreements, and other documents as set forth under the general and special provisions of agreement for that certain contract known as the **RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD, CITY OF MESQUITE CONTRACT NO. 2025-013** the City will cash or demand payment under the bid bond for payment of agreed upon liquidated damages. Bidder understands and agrees that, for bidding purpose only, liquidated damages shall be 5% of the Bidder's bid proposal, and that upon execution of the Contract, liquidated damages shall be as stated in the General Provisions.

Addenda

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

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

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

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

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

Proposal Approval:

Company Name

Signature:

Printed Name:

Title:

Company Address

Telephone

City

State

Zip Code

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

SEAL

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

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

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

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

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

OR

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

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

FIRM NAME SUBMITTING THE BID

REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

FACSIMILE NUMBER

Indicate all that apply:

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

**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

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**FORM CIQ****For vendor doing business with local governmental entity**

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: **RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD, CITY OF MESQUITE
CONTRACT NO. 2025-013** 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:

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. 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 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.
	PERFORMANCE AND PAYMENT BONDS
	Performance Bond = 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.
	Payment Bond = 100% of contract amount (City form)
	Check that the company name is identical to name listed in contract
	Check for same contract date (reference in top paragraphs)
	The name of the surety on the bond must appear the same on each page of the bond.
	Check for issuance date (date of contract or after)
	Check for same signature & title throughout bond
	Check for typed name and title of the person signing bond and for legible signature.
	Check for agent in Dallas County
	The items listed as work to be done must exactly match the improvements listed on the Contract.
	The surety’s seal (which is the seal of the bond company) must appear under the surety’s signature (not a notary’s seal). All corporate sureties have seals. The seal may be a legible facsimile seal, unless the instrument states otherwise.

CHECK	CONTRACT ITEM:
	INSURANCE-GENERAL
	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
	INSURANCE-CONSTRUCTION
	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
	OTHER
	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

		Supplement to ACORD® 25 (Construction)		DATE: _____							
Insured:			Certificate Holder(s):								
Commercial General Liability:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">Yes</td> <td style="width: 5%;">No</td> <td colspan="4"></td> </tr> </table>						Yes	No				
Yes	No										
		Provide, in the space below, the appropriate form number(s) of the Additional Insured endorsement(s):									
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Ongoing Operations</td> <td></td> </tr> <tr> <td>Completed Operations</td> <td></td> </tr> </table>				Ongoing Operations		Completed Operations			
Ongoing Operations											
Completed Operations											
		Attach a copy of the endorsement(s).									
		C-1									
		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?								
Are the following specifically excluded?											
		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.								
Workers Compensation:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">Yes</td> <td style="width: 5%;">No</td> <td colspan="4"></td> </tr> </table>						Yes	No				
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?								
Excess/Umbrella Liabilities:											
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)								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">Yes</td> <td style="width: 5%;">No</td> <td colspan="4"></td> </tr> </table>						Yes	No				
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.								
Notice of Cancellation:											
		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)?								
<i>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.</i>				Signature: _____							

A25 01C (03-13)

This supplemental form is not published, sponsored or endorsed by ACORD Corporation. ACORD is a registered trademark of ACORD Corporation

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:

**RETAINING WALL RECONSTRUCTION AT BRYAN-BELT LINE ROAD, CITY OF MESQUITE
CONTRACT NO. 2025-013**

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 **90 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

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:	• Executive Order 14026 generally applies to the contract.
	• 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.
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	• Executive Order 13658 generally applies to the contract.
	• 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.

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.

Modification Number
0

Publication Date
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)).

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.

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 **RETAINING WALL RECONSTRUCTION AT
BRYAN-BELT LINE ROAD, CITY OF MESQUITE CONTRACT NO. 2025-013** 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 **RETAINING WALL RECONSTRUCTION AT BRYAN-**
BELT LINE ROAD, CITY OF MESQUITE CONTRACT NO. 2025-013 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 31st (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:

	Type	Amount	
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:

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

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

Amount of Contract (\$)	Amount of Liquidated Damages (\$)
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. Concrete Mix Design
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 30th 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 CITY AND FRANCHISED UTILITIES:

There are existing City and franchise utilities in the street right-of-way. These lines are not necessarily shown on the plans. The Contractor shall also be required to coordinate with the respective utility companies regarding any existing franchise lines within the right-of-way affected by this project.

SP-6 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-7 STAGING AREAS:

Materials and equipment shall be safely stored during construction so that public roadways and/or access to adjacent properties are not obstructed. The City has not provided or identified specific 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-8 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-9 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-10 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 20010	Steel Reinforcement
Section 20022	Removal of Existing Pavement
Section 20030	Reinforced Concrete Pavement, Curb and Gutter and Sidewalk
Section 30052	Irrigation and Water Service Repair Allowance
Section 50010	Sodding
Section 50020	Erosion Control

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 20010

STEEL REINFORCEMENT

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The work as specified in this section includes all labor, equipment and materials necessary to furnish and install steel reinforcement for concrete.

1.2 SUBMITTALS

- A. Submit certification that reinforcing steel meets or exceeds the applicable ASTM specification. Certification shall include origin of steel.
- B. For structures, submit shop drawing showing bar number, size, length, configuration, spacing and location of all reinforcement bars. Shop drawings shall be prepared in accordance with ACI SP66, ACI Detailing Manual.
- C. Submit dowel baskets, mechanical splicing devices and welded rebar mat layout where applicable.

1.3 QUALITY CONTROL

- A. All reinforcement shall be inspected prior to placing any concrete.

PART 2 – MATERIALS AND EQUIPMENT

2.1 MATERIAL

- A. Reinforcing steel bars shall conform to ASTM A 615, Grade 60.
- B. Welded wire reinforcement in roll form is prohibited from use on all projects.
- C. Prefabricated welded wire reinforcement sheets are allowed. Mats shall be produced on automatic welding machines. Welding of rebar in the field in lieu of tie wires is not acceptable. Welded wire reinforcement shall conform to ASTM A 1064.
 - 1. Minimum weld shear strength: 35,000 psi times the area of the rebar wire
 - 2. Minimum yield strength: 70,000 psi
- D. Stirrups and Ties shall conform to ASTM A 615, Grade 60.
- E. Dowels: ASTM A 36, smooth, saw cut to lengths indicated on drawing and remove all burrs.
- F. Mechanical Splicing Devices: Full mechanical connections for reinforcement splices shall be of the type indicated and shall develop at least 125 percent of the specified yield strength of the bar when tested in tension and compression.
- G. Tie wire: Black annealed type, 16 gage or heavier.
- H. Bar Supports
 - 1. Shall be plastic bar supports for concrete pavement placement.
 - 2. Class I Wire Bar Supports will be used for structures. Class I supports are plastic protected metal.
 - 3. All supports must be able to sufficiently support the weight of the steel.

2.2 FABRICATION

- A. Cutting & Bending: Reinforcement shall be cut and bent to the shapes shown on the plans. Fabrication tolerances shall be in accordance with the requirements of ACI 318. All reinforcement shall be cold bent, unless otherwise permitted by the Engineer.
- B. Coated reinforcement shall not be field cut, unless permitted by the Engineer. Field cutting of coated reinforcement should be performed using hydraulic-powered or friction cutting tools to minimize coating damage and field touch-up. Flame cutting of coated reinforcement will not be permitted. Field cut coated reinforcement shall be repaired immediately with compatible patching material and suitable for repairs in the field.
- C. Hooks & Bend Dimensions: Hook dimensions and diameters of bends shall be as shown on the plans. When hook dimensions and diameters of bends are not shown, they shall be in accordance with the ACI 318.
- D. Identification and Availability: Reinforcement shall be shipped in bundles, tagged and marked in accordance with the CRSI "Manual of Standard Practice".

PART 3 – EXECUTION

3.1 DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site bundled and tagged with metal tags indicating bar size, lengths, and other data corresponding to information shown on placement drawings.
- B. Use care in loading, unloading, handling, and storage of reinforcement materials to prevent damage to bar marking labels.
- C. Stack reinforcement materials on blocks in a neat and orderly manner in such a location as to limit the possibility of damage by construction equipment, prevent ground contact, and permit easy access

3.2 PREPARATION

- A. Inspect subgrade and forms for proper location, grade and alignment before placing reinforcement.
- B. Clean reinforcement, removing loose rust and mill scale, earth, mud, cement, oil, paint, ice, and other materials which reduce or destroy bond with concrete.

3.3 INSTALLATION

- A. Reinforcing steel shall not be damaged, bent, or misshapen prior to, during, or after installation. Re-bending or straightening shall not be allowed, except where field bends are specifically indicated on drawings. Do not use reinforcement having kinks or bends that are not required. Heating of reinforcement shall not be allowed.
- B. Tack welding and welding of reinforcement on site is prohibited. Only factory welded rebar mats are permitted.
- C. Bar supports shall be provided for all reinforcement no matter the depth of the concrete member.

- D. Install reinforcing steel bar in the exact position shown on the plans. Reinforcing splices shall conform to ACI 318 12.15. Reinforcing bar laps shall be 30 bar diameters or per ACI 318, section 12.15, whichever is greater. All reinforcing steel bar intersections shall be secured with tie wire.
- E. Accurately position reinforcements on bar supports, spacers, hangers or other approved supports. Supporting reinforcement directly on concrete, masonry units, brick or rocks in lieu of approved wire chairs is prohibited. Wire sizing and spacing of the chairs shall be sufficient to properly support the steel and shall be in accordance with applicable CRSI standards.
- F. Secure reinforcement in place with ties or clips. Set wire ties so that ends are directed into concrete and not toward exposed concrete surfaces. Remove all wire clippings and debris from bottom of formwork before placement of concrete. Tack welding of reinforcing is not permitted.
- G. Vertical stirrups shall pass around the main tension members and be securely tied to the members. The reinforcing shall be wired together at a sufficient number of intersections to produce a sound or sturdy mat or cage of reinforcement that will maintain the reinforcement in the intended positions when the concrete is poured.
- H. Splices not shown on the plans may be made provided such splices meet the requirements of ACI 318. Install mechanical splicing devices in accord with manufacturer's literature. The Owner shall inspect all splices prior to concrete operations.
- I. Where changes in cross section of a column occur, offset longitudinal bars in a region where lateral support is afforded. Where offset is 3 inches or less, slope of inclined portion with axis of column shall not exceed 1 in 6. Where a column face is offset greater than 3 inches, longitudinal bars shall not be offset bent. Separate dowels, lap spliced with the longitudinal bars adjacent to the offset column faces, shall be provided. Use templates to insure proper placement of column dowels.
- J. Place reinforcement in position such that the concrete cover between the outside of any bar and the concrete form conforms to the following schedule unless shown otherwise in the drawings and details.
 - 1. For concrete cast against and permanently exposed to earth: 3"
 - 2. For concrete exposed to weather or earth: 2"

3.4 TOLERANCES

- A. Concrete cover to formed surface - plus or minus 1/4".
- B. Minimum spacing between bars - two times the bar diameter.
- C. Bars spacing - plus or minus 1/4" in 12".
- D. Conform to ACI 318.

PART 4 – MEASUREMENT AND PAYMENT

- A. This section shall not be measured as a separate bid item. 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 20030

REINFORCED CONCRETE PAVEMENT, CURB AND GUTTER AND SIDEWALK

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The work as specified in this section includes all labor, equipment and materials necessary to construct the reinforced concrete pavement of the thickness shown on the plans and in conformity with the plans and these specifications.

1.2 SUBMITTAL

- A. The Contractor shall submit the proposed concrete mix design for approval and record.
- B. Paving equipment
- C. Pattern and color for stamped, colored concrete as applicable.
- D. Submittals as required by Section 20010 Steel Reinforcement

1.3 QUALITY CONTROL

- A. General
 - 1. Locations for testing will be determined by the City Public Works Construction Inspector.
- B. Testing Requirements, reference Section 10020 Testing Laboratory Services
 - 1. Subgrade / Sub-base
 - a. Moisture content and compaction shall be tested every 300 ft. per lane
 - 2. Concrete During Placement
 - a. At least one test shall be made on fresh concrete each day for each class of concrete. On large placements, at least one test shall be made on each 150 cubic yards of concrete placed, per class of concrete. Each set of tests shall consist of one (1) slump test, one (1) air entrainment test, one (1) temperature test and three (3) compression test cylinders.
 - i. One cylinder shall be broken at 7 days and the other two at 28 days or as instructed by the Public Works Construction Inspector.
 - ii. The Contractor may have additional cylinders taken if desired to determine the strength of the concrete in addition to a 7-day break and 28-day break.
 - b. Temperature shall be tested throughout the day on each load of concrete
 - 3. Concrete Cores (4" diameter)
 - a. As directed by City Engineer to verify pavement thickness or additional 28-day strength test.
 - 4. Reinforcement

- a. Inspected by City Representative for layout prior to placing any concrete

1.4 INSPECTION

- A. Reinforcing steel must be inspected and approved prior to placement of concrete
- B. Any subgrade and/or base material testing required must be completed and shown to have passed requirements of project specifications prior to placement of concrete.

PART 2 – MATERIALS AND EQUIPMENT

2.1 GENERAL

- A. All materials and requirements for concrete shall conform to the requirements of NCTSSPWC Item 303 “Portland Cement Concrete Pavement” with the exception of items specified herein.
- B. Slip Form Paving Machine(s) equipped with external vibrators shall be used for all street pavements. Vibrating screeds will only be allowed for hand finished placement or if authorized by the City Engineer.

2.2 CONCRETE

- A. Concrete shall have a 28-day minimum compressive strength of 4,000 psi, containing 6 sacks of cement per cubic yard minimum, with 1” to 3” slump for machine placement and 3” to 5” slump for hand placement.
- B. Fly ash may be substituted for up to 20% of the cement content requirement at 1 to 1.25 cement to fly ash substitution rate.

2.3 REINFORCEMENT

- A. Reinforcing shall conform to ASTM A 615 and be a minimum grade of 60 ksi per ASTM A 370. Reinforcement may be rejected for failure to meet the following: reinforcement exceeding the allowable variations; reinforcement with a coating of dirt, loose scale, paint, oil, or other foreign substance which would prevent the bonding of the concrete and reinforcement; reinforcement not bent in accordance with the standard details; or twisted bars. Reinforcement shall be stored above the ground surface upon skids, platforms, or other supports, and shall be protected from mechanical injury and surface deterioration caused by exposure to the conditions producing rust.
- B. Reinforcement shall conform to Section 20010 Steel Reinforcement.

2.4 JOINTS

- A. Joints shall be filled with hot-poured rubber joint sealing compound that conforms to ASTM D 3406 and meets the requirements of NCTSSPWC 303.2.14.1.1.(a) Hot Poured Polymer Sealant Requirements
- B. Expansion joint materials shall consist of:
 - 1. Redwood shall be standard for all expansion joints.
 - 2. Pre-molded asphalt board tested in accordance with ASTM D 545 Test Methods for Preformed Expansion Joint Fillers for Concrete Construction (Non-extruding and Resilient Types) if approved by City Representative.

2.5 CURING MATERIALS

- A. White Curing compound is to be applied, per manufacturer's recommendations, to all exposed concrete surfaces (including back-of-curbs) immediately after completion of finishing operations. Clear curing compound shall be used on stained concrete surfaces only. Curing compounds shall be ASTM C-309, Type 2 and shall be per NCTSSPWC Section 303.2.13.1.1. The compound shall be delivered to the jobsite in the manufacturer's original containers only, which shall be clearly labeled.

2.6 STAMPED CONCRETE

- A. Pattern and color per plans. City shall be provided mold upon completion of project.
- B. Prepare for approval a 9-sq. ft., 3-in. thick specimen for each color, pattern, and texture required before beginning work

PART 3 – EXECUTION

3.1 GENERAL

- A. All requirements for concrete shall conform to the requirements of the current NCTSSPWC Item 303 "Portland Cement Concrete Pavement" with the exception of items specified herein.

3.2 JOINTS

- A. Joints shall be used where shown on the plans or where directed by the Engineer. The plane of all joints shall make a right angle with the surface of the pavement. No joint shall have an error in alignment of more than one half (1/2) inch at any point. The concrete along the face of all joints, except dummy joints, shall be thoroughly consolidated by vibration to insure a surface which is free from honeycombing. All joints shall be constructed in accordance with Standard City of Mesquite Joint Details.

3.3 INTEGRAL CURB

- A. Integral curb shall be constructed along the edge of the pavement as an integral part of the slab and of the same concrete as the slab. The concrete for the curb shall be deposited not more than thirty (30) minutes after the concrete in the slab.
- B. If curb is formed by hand finishing a curb finish mule must be used to ensure a uniform cross-section.
- C. Provide finished work with a well-compacted mass and a surface free from voids and honeycomb, in the required shape, line, and grade. Round exposed edges with an edging tool of the radius shown on the plans. Construct joints at locations shown on the plans. Cure for at least 72 hr.
- D. Set and maintain a guideline that conforms to alignment data shown on the plans, with an outline that conforms to the details shown on the plans. Ensure that changes in curb grade and alignment do not exceed 1/4 in. between any 2 contacts on a 10-ft. straightedge.
- E. Conventionally Formed Concrete.

1. Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement.
 2. Pour concrete into forms, and strike off with a template 1/4 to 3/8 in. less than the dimensions of the finished curb unless otherwise approved. After initial set, plaster surface with mortar consisting of 1 part hydraulic cement and 2 parts fine aggregate. Brush exposed surfaces to a uniform texture.
 3. Place curbs, gutters, and combined curb and gutters in 50-ft. maximum sections unless otherwise approved.
- F. Extruded or Slipformed Concrete.
1. Hand-tamp and sprinkle subgrade or foundation material before concrete placement. Provide clean surfaces for concrete placement. Coat cleaned surfaces, if required, with approved adhesive or coating at the rate of application shown on the plans or as directed. Place concrete with approved self-propelled equipment.
 2. The forming tube of the extrusion machine or the form of the slipform machine must be easily adjustable vertically during the forward motion of the machine to provide variable heights necessary to conform to the established gradeline.
 3. Attach a pointer or gauge to the machine so that a continual comparison can be made between the extruded or slipform work and the grade guideline. Other methods may be used when approved.
 4. Finish surfaces immediately after extrusion or slipforming.

3.4 REINFORCEMENT

- A. Reinforcement shall be placed at locations and spacing shown on the plans, or as directed by the Engineer, and shall be supported above the sub-grade on chairs approved by the Engineer.
- B. Placement and work methods shall conform to Section 20010 Steel Reinforcement
- C. Contractor shall drill dowel holes using approved equipment that will ensure proper depth and alignment. Dowel holes shall be mechanically drilled at mid-depth of the slab. The holes shall be on alignment, level with the top surface of the slab, with minimal wandering. In some instances, dowel locations may have to be adjusted due to field conditions such as cracks, heavy mesh reinforcement, or other obstructions at the plan location for a dowel hole. After drilling holes, Contractor shall clean out the dowel holes with compressed air at a minimum 125 psi and then brush the holes out. Contractor shall insert the air nozzle to the back of the hole to force out all dust and debris, which might prevent the epoxy from bonding to the concrete. Contractor shall occasionally check the air for oil and moisture contamination from the compressor. To place the anchoring material, Contractor shall use a long nozzle that feeds the material to the back of the hole, assuring that the anchoring material will flow forward along the entire dowel embedment length during insertion. Contractor shall not use any method that attempts to pour or push the anchoring material into the hole. The injection wand on the installation unit shall contain an auger-type mixing spindle that mixes the two-part epoxy. Contractor shall insert dowels by twisting the dowel about one full revolution to

evenly distribute the material around the dowel's circumference. Contractor shall verify that the dowels are installed to the proper insertion depth and to the correct orientation (perpendicular to the vertical face of pavement). A plastic grout-retention disk shall be used to prevent the escape of epoxy. Some anchoring material shall be visible from the sides of the disk after installation to ensure proper amount of epoxy was placed in the hole. Dipping dowels into epoxy and inserting the dowel into the drilled hole is not acceptable.

- D. Standard pavement reinforcing steel bar laps are to be 30 bar diameters or 15" per ACI 318, section 12.15, whichever is greater. All bars shall be wired at their intersections and at all laps or splices. All reinforcement necessary for a section of concrete shall be placed and approved by the Owner before any concrete is placed in the section. The pavement reinforcing steel shall be supported on chairs and care shall be exercised to keep all steel in its proper locations. After the reinforcing steel is securely installed above the subgrade, there shall be no loading imposed upon (or walking upon) the bar mats or individual bars before or during the placing or finishing of the concrete. When placed in the work, the reinforcement shall be free from dirt, loose rust, scale, painting, oil, or other foreign material.

3.5 CONCRETE PLACEMENT

- A. The Contractor shall do all necessary filling, leveling, and fine grading required to bring the subgrade to the exact grades needed for repair.
- B. Fill and Level Up: Approved fill and level-up material is crushed concrete Flexible Base per TXDOT Item No. 247, Grade 1, Type D. **Sand may not be used as fill or level-up material under any pavement.**
- C. The subgrade shall be compacted using City approved vibratory sheep's foot rollers, or other mechanical compaction equipment approved by the City. The subgrade and all level-up material must be compacted to 95% standard proctor density with a moisture content of 0% to plus 6% of optimum moisture. Moisture level must be maintained by wetting, until placing of concrete. All fill and level-up shall have densities taken at the interval and locations determined by the City Public Works Construction Inspector.
- D. Subgrade shall be prepared per plans and pass required testing prior to setting forms.
- E. Placement of Concrete
 - 1. Forms shall be straight, free of warp and kinks, and of a depth equal to the thickness of the finished work. Forms shall be a minimum of 10' in length for each individual form or of a section satisfactory to the Owner, securely staked to the line and grade, and maintained in a true position during the depositing of concrete. Forms shall be of ample strength and shall be provided with adequate devices for secure setting so that when in place they shall withstand the impact and vibration of equipment imposed thereupon without appreciable springing or settlement. Forms shall be thoroughly cleaned and oiled before each use. Forms shall remain in place until the concrete has taken its final set. Removal of forms shall be followed immediately by banking earth against the sides of the slab and wetting it.

Care shall be taken in removing forms to prevent spalling or other damage of the concrete. All forms showing a deviation of 1/8" in 10' from a straight line shall be rejected.

F. Thickness of concrete shall be per plans.

G. Hot-Weather Concreting

1. The temperature of concrete as delivered shall not exceed 95 degrees F. Take immediate corrective action or cease concrete production when the concrete temperature exceeds 95 degrees F.
2. If concrete is to be placed before sunrise or after there is sufficient natural light the contractor must provide their own supplemental artificial lighting enough to do work safely and properly and in accordance with the City of Mesquite specifications.

H. Cold-Weather Concreting

1. No concrete shall be placed on a frozen subgrade
2. If the ambient air temperature is less than 40 degrees F and dropping concrete shall not be placed.
3. If concrete is placed and there is an anticipated low temperature of less than 40 degrees F within 5 days after placement the concrete must be covered and kept at a temperature of no less than 50 degrees F.
4. In all cases, concrete should not be kept at a temperature of less than 50 degrees F for a period of 5 days' minimum.

3.6 FINISHING

- A. Immediately after finishing all concrete surfaces, the surfaces shall be finished to a true, even surface and the required line, grade, and section with all surface voids filled. Finish all concrete street paving wider than 37' with a tine finish (1"), perpendicular to traffic flow. Broom curb and gutter parallel to traffic 12" from curb. The edges of slabs and all joints requiring edging shall be carefully tooled with a suitable tool at the time the concrete begins to take its "initial set" and becomes non-workable. Before street pavement will be accepted and reopened, all foreign debris shall be removed and pavement cleaned.
- B. Stamped Concrete: Contractor shall apply concrete stamping as shown on the plans. Upon completion, contractor shall provide concrete stamping mats used for construction to City.

3.7 SIDEWALKS

- A. Shape and compact subgrade, foundation, or pavement surface to the line, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement. Hand-tamp and sprinkle foundation when placement is directly on subgrade or foundation materials. Remove and dispose of existing concrete. Provide a clean surface for concrete placement directly on the surface material or pavement.
- B. Mix and place concrete in accordance with the pertinent Sections. Hand-finishing is allowed for any method of construction. Finish exposed surfaces to a uniform transverse broom finish surface. Curb ramps must include a detectable warning surface and conform to details shown on the plans. Install joints as shown on the

plans. Ensure that abrupt changes in sidewalk elevation do not exceed 1/4 in., sidewalk cross slope does not exceed 2%, curb ramp grade does not exceed 8.3%, and flares adjacent to the ramp do not exceed 10% slope. Ensure that the sidewalk depth and reinforcement are not less than the driveway cross-sectional details shown on the plans where a sidewalk crosses a concrete driveway.

- C. Provide finished work with a well-compacted mass, a surface free from voids and honeycomb, and the required true-to-line shape and grade.

3.8 PROTECTION OF PAVEMENT AND OPENING TO TRAFFIC

- A. No vehicle traffic shall be permitted on newly paved areas for a minimum of seven days after placement or until 3000 psi has been achieved.
- B. Contractor shall protect concrete during curing period. Any damage done to pavement shall be remedied at contractor's expense.

3.9 PAVEMENT TOLERANCES

- A. No concrete pavement with ponded or standing water over 1/8" deep will be accepted.
- B. Contractor shall measure the transverse and lateral profile of the finished riding surface using a 10-ft straightedge to measure and evaluate the ride quality of the pavement surfaces. The texture and ride quality of the new pavement should closely match that of the existing pavement to which it connects. Contractor shall use an approved grinding or other acceptable method to correct localized roughness and surface areas that have more than 1/8-in variation between any 2 contacts on a 10-ft straight edge. This shall be considered incidental to this bid item.
- C. Comply with tolerances of ACI 117 and as follows:
 - 1. Elevation: 1/4 inch.
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
 - 4. Joint Spacing: 3 inches.

3.10 CLEANUP

- A. After the construction work has been completed, the Contractor shall remove all debris, trash, excess materials, forms, stakes, etc. from the premises. The site shall be left with a neat appearance. All excavation shall be backfilled, and all excess excavated materials shall be disposed of.

3.11 PENALTY FOR DEFICIENT PAVEMENT THICKNESS AND STRENGTH

- A. Where the pavement is deficient in strength from that called for by the plans or specifications, as determined by the proper compressive strength testing, the Contractor is responsible for additional testing to determine the actual strength deficiency.
- B. Where the pavement thickness is deficient from that called for by the plans or specifications, as determined by core test set up in the contract, the Contractor is responsible for additional core tests to determine actual limits of deficient

pavement thickness. The length of the area of such deficient thickness shall be determined by additional cores at intervals of 10 feet along the length of the pavement in each direction until cores are obtained which are at least plan thickness. The width of such area shall be the entire placement width.

- C. Contract payment will be made at an adjusted rate based on the following tables. If area of pavement is deficient in both measurements, then the more stringent payment deduction will be in effect:

Percent Deficient from Required Strength	Percent of Contract Price Allowed
Greater than 0%- Not more than 5%	95%
Greater than 5%- Not more than 10%	90%
Greater than 10%- Not more than 15%	80%

Deficiency in Thickness Determined By Cores	Percent of Contract Price Allowed
0.00 – 0.20	100%
0.21 – 0.30	80%
0.31 – 0.40	70%
0.41 - .050	60%

- D. Any area of pavement found deficient in strength by more than 15% or deficient in thickness by more than 0.50 inches shall be removed and replaced by the Contractor at his entire expense for the width of the street or alley and as directed by the Engineer.

3.12 REMOVAL OF DEFICIENT CONCRETE

- A. If the above tests indicate that a particular batch of previously placed concrete has less than the design strength, the Engineer may direct that the defective concrete be removed and replaced.
1. The removal of the defective concrete shall also include the removal of concrete that has obtained the required strength if the Engineer deems this necessary to obtain structural or visible continuity when the concrete is replaced.
 2. The removal, and replacement of any defective concrete, shall be made at no additional cost to the Owner. This shall include any formwork required and any reinforcing steel required. The Owner will not accept any additional costs for extra work required because of the failure of placed concrete to meet the minimum requirements.

PART 4 – MEASUREMENT AND PAYMENT

- A. Concrete street pavement and sidewalks shall be measured by square yard of reinforced concrete street pavement and sidewalks in place and accepted for the depth specified in the plans. The area of concrete pavement includes the portion of the pavement slab extending beneath the curb. Payment shall be full

compensation for concrete paving including reinforcement, joints, joint sealing, forms, base for level up, curing compound, testing, clean-up and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work, all in accordance with the plans and these specifications.

- B. Curb or curb and gutter shall be measured by linear foot of curb or curb and gutter in place and accepted. Payment shall be full compensation for concrete paving including reinforcement, joints, joint sealing, forms, base for level up, curing compound, testing, clean-up 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 30052

IRRIGATION AND WATER SERVICE REPAIR ALLOWANCE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This item includes repair and/or replacement of existing irrigation systems and water services unavoidably damaged during construction activities.

1.2 SUBMITTAL

- A. Licensed sub-contractor

PART 2 – MATERIALS AND EQUIPMENT

2.1 MATERIALS

- A. General: Materials shall be in accordance with City of Mesquite Standard Details and current approved materials as listed in the Engineering Design Manual.

PART 3 – EXECUTION

3.1 GENERAL

- A. Contractor shall protect all existing irrigation and water service systems encountered during construction from damage. Any avoidable (as determined by the City) damage caused to systems by the contractor's operation shall be repaired to the satisfaction of the City and property owner at the contractor's expense. Any unavoidable damage caused to systems by the contractor's operation shall be repaired to the satisfaction of the City and property owner at and shall be charged against the Irrigation and Water Service Repair Allowance.

3.2 IRRIGATION REPAIR

- A. The Contractor must contact the Park Project Manager – Robert Blankenship at 972-216-6413 (office) prior to cutting, removing or altering City irrigation systems and to determine the location of any City sprinkler systems.
- B. All irrigation repairs must be performed by a licensed irrigator.
- C. Contractor shall follow TCEQ's laws and regulations for irrigation repair. Repair to City owned irrigation systems shall be per the City of Mesquite's Irrigation System Specifications (Section 02441) contained in the Engineering Design Manual. Inspection of the City owned irrigation system repair shall be by the Park Project Manager, at 972-216-6413.

3.3 WATER SERVICE REPAIR

- A. All water service repairs must be performed by a licensed plumber.
- B. All water service repairs shall adhere to City of Mesquite General Design Standards.

PART 4 – MEASUREMENT AND PAYMENT

- A. This item will be paid from invoices paid by the contractor to a licensed irrigator for irrigation repair or licensed plumber for water service repair that was unavoidably

damaged by the contractor. 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. Payment shall be per an allowance as per the bid form. 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

SECTION 50010

SODDING

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This item shall govern for furnishing, hauling, and placement of sod (Bermuda grass, St. Augustine grass, or other approved grass) as directed by the City and in accordance with the requirements of this specification.

1.2 SUBMITTALS

- A. Sod Supplier

PART 2 – MATERIALS AND EQUIPMENT

2.1 MATERIALS

- A. The sod placed by the contractor shall be live, growing grass with a healthy root system and dense matted roots throughout the sod for a minimum thickness of 1-inch. If turf exists adjacent to the disturbed area, the Contractor shall match type of sod to the existing turf. Sod shall be healthy, free of insects, disease, stones, undesirable foreign materials, and weeds detrimental to its growth or that might affect its livelihood or hardiness when transplanted. All sod shall be in a fertile soil with a high percentage of loamy topsoil. Sod, including the soil containing roots, shall be cut to uniform thickness. It shall be mowed to a height not to exceed three inches before the sod is lifted. Sod shall be protected from exposure to wind, sun, and freezing. If sod is stacked, it shall be kept moist. Sod shall not be planted when its moisture condition is so excessively wet or dry that its survival shall be affected. Grass sod with dried roots shall be considered unacceptable and rejected. Sod placed during dormancy shall be inspected by the City to verify that the grass is satisfactory. Broken or torn pads and uneven ends shall be rejected.
- B. Water for sodded areas shall be potable, or otherwise free from harmful materials that might injure the sod.
- C. Soil testing is not required. Fertilizer shall be 1-1-1 or 1-2-1 (N-P-K) ratio applied at a rate of 10 lbs fertilizer per 1,000 sq ft.

2.2 EQUIPMENT

- A. Suitable equipment necessary for proper ground surface preparation and for the transporting and placing of all required materials shall be on hand, in good condition, and approved by the Owner before the various operations begin. Adequate watering equipment must also be on hand before sodding begins. A truck mounted pumping unit capable of injecting high density polyurethane material beneath the pavement. The pumping unit will be capable of controlling the rate of material as required to densify the soils.

PART 3 – EXECUTION

- A. After the designated areas have been completed to the lines and grades required, areas to be sodded shall be tilled and free of large stones, sticks, and other debris that might interfere with sodding, livelihood of the grasses, or future maintenance of grass-covered areas. If any damage occurs after the grading of areas to be sodded and before the placement of sod, the Contractor shall repair such damage.
- B. Sod shall be carefully placed by hand on the prepared areas. Sod shall be placed so that the entire designated areas are covered. The entire sodded area shall immediately be rolled and tamped with approved equipment to force the sod in firm contact with the underlying soil and form a solid mass and provide an even surface. Any voids left shall be filled with additional sod and tamped. Surfaces that in the opinion of the Owner may slide due to the height or slope of the surface, shall be stapled with steel turf staples driven through the sod and flush with the surface of the sod.
- C. Fertilizing shall consist of providing and distributing fertilizer under the sod before placing in accordance with these specifications. The fertilizer shall be in acceptable condition for distribution and applied uniformly over the area. All fertilizer shall be delivered in bags or containers clearly labeled showing the analysis of the contents. A sample label or specification of proposed fertilizer shall be submitted to the Owner for approval prior to use.
- D. Sodded areas shall be thoroughly watered immediately after they are planted and as directed by the City for two-weeks after placement. In all cases the sod shall be kept moist until it is established and watered in a manner that will avoid the application of excess quantities.

PART 4 – MEASUREMENT AND PAYMENT

- A. Sodding shall be measured by the square yard of sodded area completed and accepted and shall be full compensation for furnishing and placing all materials required; for all staking, rolling and tamping; fertilizing; for all water; 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

- B. 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

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