

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR**

**SOUTHEAST PUMP STATION GENERATOR UPGRADE
CITY CONTRACT NO. 2022-099**

VOLUME 1

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



Prepared by:

**CITY OF MESQUITE
PUBLIC WORKS DEPARTMENT**

BID OPENING: SEPTEMBER 2022

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TENTATIVE SCHEDULE
FOR
SOUTHEAST PUMP STATION GENERATOR UPGRADE
City Contract No. 2022-099

1 st Public Advertisement	August 4, 2022
2 nd Public Advertisement	August 11, 2022
Pre-Bid Conference	2:00 p.m., Wednesday, August 24, 2022
Questions	2:00 p.m., Monday , August 29, 2022
Site Visit	August 24, 2022, immediately following the Pre-Bid Conference
Open Bids <i>(Bid openings are held on Tuesdays and Thursdays)</i>	2:00 p.m., Thursday, September 1, 2022
Council Awards Contract (Assumes no bidding irregularities or other issues with the low bidder requiring extensive checking of Qualifications)	October, 3, 2022
Notice to Proceed - Start Construction (Assumes rapid execution of contract documents by the Contractor with proper insurance and bonds)	November 1, 2022
Substantial Completion (450 Calendar Day Contract)	January 25, 2024

ADVERTISEMENT FOR BIDS

City Contract No. 2022-099

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 the Municipal Center, 1515 N. Galloway Ave., Mesquite, Texas 75149 until **2:00 p.m. on Thursday, September 1, 2022**, for the following: **SOUTHEAST PUMP STATION GENERATOR UPGRADE**.

As set forth in the plans and specifications, the project is this project is for the improvements in providing a backup power at the existing Southeast Pump Station in Mesquite. The project includes but is not limited to the following: Furnishing and installing a new 1,000 kW diesel emergency generator in a soundproof level II enclosure with UL142 rated 24-hour skid mounted fuel tank with a standalone 400 kW load bank. The generator shall be encompassed by a new sound attenuating screening wall. As part of this project a new service entrance rated 1200A manual transfer switch shall be installed outside the building adjacent to the existing electrical room. Project also includes modifications inside existing MCC to upgrade three existing 200-250HP pumps to soft starter control and limited control/SCADA modifications and security system upgrade.

A pre-bid conference will be held at 2:00 p.m. on Wednesday, August 24, 2022, at the City of Mesquite Municipal Center located at 1515 N. Galloway Avenue, Mesquite, Texas 75149, in the Engineering Division Conference Room. A visit to the project site will be arranged for interested bidders on immediately following the pre-bid conference on August 24, 2022.

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 – Justin Stoker, P.E., Assistant Director of Public Works, email: jstoker@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 CONTRACT NO.: 2022-099

Publish: August 4, 2022
August 11, 2022

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 Justin Stoker, P.E., Assistant Director of Public Works, email: justoker@cityofmesquite.com and **Damir Lulo, P.E., Freeman-Millican, Inc.**, damir@fmi-dallas.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, 1515 N. Galloway, 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 – Municipal Center
City of Mesquite
1515 N. Galloway Avenue
Mesquite, Texas, 75149

Pursuant to the Advertisement for Bid, Proposal, Contract, Bond(s), General Provisions, Special Provision(s), and Requirements and the Plans and Technical Specifications, the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools and materials, and to complete all the work upon which he bids, as provided by the Specifications, and binds himself, on acceptance of the proposal, to execute a contract and bonds, according to the City of Mesquite forms, for performing and completing the said work within the required time, and furnish all guarantees, for the following prices, and the undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final, to wit:

SOUTHEAST PUMP STATION GENERATOR UPGRADE
CITY CONTRACT NO. 2022-099

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:

**SOUTHEAST PUMP STATION GENERATOR UPGRADE
CITY CONTRACT NO. 2022-099**

MESQUITE, TEXAS

ITEM NO	BID QTY	UNITS	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	1	Lump Sum	For furnishing 1,000 kW diesel emergency generator in soundproof enclosure and 24-hr skid mounted UL-142 listed fuel tank, 1600A main circuit breaker and 600A load bank circuit breaker, and 400 kW standalone load bank in NEMA 3R enclosure, with two (2) year warranty as shown on the plans, FOB project site	\$	\$
2	1	Lump Sum	For furnishing all materials, labor and equipment to install a new generator on a structural concrete pad at the site including 12 ft high sound attenuating screening wall system, sidewalk around the generator pad, gate, flexbase, as shown on the plans, complete in place	\$	\$
3	1	Lump Sum	For furnishing all materials, labor and equipment to upgrade existing pump station control and SCADA as shown on the plans and quoted by Prime Controls Inc.	\$	\$
4	1	Lump Sum	For furnishing all materials, labor and equipment to install 1200A manual transfer switch, install new 1200A feeders inside existing conduit from the existing utility transformer to the new manual transfer switch and to main MCC breaker, install new 1200A wires and conduits from the new generator to the new manual transfer switch, install three (3) 200-250HP soft starters in existing MCC sections, generator grounding and lightning protection and complete all other electrical work as shown on the plans, complete in place	\$	\$

TOTAL BASE BID (Items 1 to 4) \$ _____

1. Materials incorporated into the Project: \$ _____

2. All other charges: \$ _____

GENERATOR BRAND SUBMITTED IN THE BASE BID: _____	GENERATOR DELIVERY TIME: _____ <u>58</u> _____ WEEKS
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The undersigned agrees that the Special Provision SP-5 applies regarding liquidated damages and delayed generator delivery.

ALTERNATE BID ITEMS:

Additive Alternate 1: Extended Generator Warranty:

ITEM NO.	EST. QTY.	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
A1.1	1	Vert. Foot	For increasing comprehensive two (2) year warranty for the generator to five (5) year comprehensive warranty	\$	\$

Additive Alternate 2: Screening Wall Height Increase from 12 ft to 15 ft:

ITEM NO.	EST. QTY.	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
A2.1	1	Vert. Foot	For increasing the screening wall height from 12 ft in Base Bid to 15 Ft. This change includes five (5) additional wall panels and six (6) longer posts (increase from 12 ft to 15 ft)	\$	\$

The undersigned agrees that City reserves the right to select Base Bid only, or any combination of the Base Bid and Additive Alternates A1.1 and A2.1, above.

NOTE: Materials and all other charges incorporated into the **SOUTHEAST PUMP STATION GENERATOR UPGRADE, CITY CONTRACT NO. 2022-099** 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 450 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 **SOUTHEAST PUMP STATION GENERATOR UPGRADE, CITY CONTRACT NO. 2022-099** the City will cash or demand payment under the bid bond for payment of agreed upon liquidated damages. Bidder understands and agrees that, for bidding purpose only, liquidated damages shall be 5% of the Bidder's bid proposal, and that upon execution of the Contract, liquidated damages shall be as stated in the General Provisions.

Addenda

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

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

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

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

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

Proposal Approval:

Company Name

Signature:

Printed Name:

Title:

Company Address

Telephone

City State Zip Code

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

SEAL

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

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

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

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

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

OR

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

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

FIRM NAME SUBMITTING THE BID

REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

FACSIMILE NUMBER

Indicate all that apply:

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

NON-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 _____, 2022.

(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
For vendor doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

BID BOND

Bond No.: _____
(by Surety)

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

THAT _____, of the City of _____,
_____ County, State of Texas (hereinafter referred to as "Principal"), and
_____, authorized under the laws of the State of Texas to act as
Surety on bonds for principals (hereinafter referred to as "Surety") are held and firmly bound unto the City
of Mesquite (hereinafter referred to as "City") in the penal sum of \$ _____
(an amount equal to 5% of the approximate total amount of the bid or if the bid is based upon alternates
and/or addenda, at least 5% of the greatest amount bid by the bidder or Principal herein as evidenced in
the Bid Proposal) for the payment whereof, the said Principal and Surety bind themselves, and their
heirs, administrators, executors, successors and assigns, jointly and severally, by these presents;

WHEREAS the Principal has submitted on or about this date, a bid proposal offering to perform
the following: **SOUTHEAST PUMP STATION GENERATOR UPGRADE, CITY CONTRACT NO. 2022-
099** 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 _____, 2022.

PRINCIPAL:

Signature

Typed or Printed Name

Title: _____

Company: _____

Address: _____

SURETY:

Signature

Typed or Printed Name

Title: _____

Company: _____

Address: _____

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

Type or Printed Name

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

City, State, and Zip Code

Dallas County Telephone No.

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

1. The **apparent low bidder** shall complete and deliver to the Engineering Division and City's Consulting Engineer **within 48-hours after the bid opening**, the following **Bidder's Qualification Information** documents:
 - Qualification Statement of Bidder. If additional space is needed, please use attachments.
 - Reference Statement of Bidder's Surety.
 - Bidder's Release of Qualification Information.
 - Bidder's List of Proposed Sub-contractors.
 - Financial Statement Reviewed or Audited by an Independent Certified Public Accountant (CPA) in accordance with Generally Accepted Accounting Principles (GAAP), prepared in the last 12-months for the bidder's company.
 - Non-Exclusion Affidavit – System for Award Management (SAM).
 - Certificate of Interested Parties (Form 1295)
 - IRS W9 Form – a pdf version of this form can be downloaded from the IRS website.
 - Secretary of State Filing Certificate.

All nine (9) documents shall be delivered to the Engineering Division and City's Consulting Engineer as a single, complete package. No one form or statement will be accepted individually.

2. If the 48-hours deadline falls on a weekend or holiday, Bidder shall deliver the eight (8) documents to the Engineering Division and City's Consulting Engineer the next workday after the 48-hours.
3. If a project is a "joint venture", all partners in the joint venture shall complete the pre-qualification forms.
4. The low bidder shall be required to submit evidence that they have a practical knowledge and experience of the particular work bid upon and that they have the financial resources to complete the proposed work.
5. In determining the contractor's qualifications, the following factors will be considered: Work previously completed by the contractor; adequate plant and equipment to do the work properly and expeditiously; financial resources to meet all obligations incidental to the work; technical expertise and safety record.

QUALIFICATION STATEMENT OF BIDDER

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

Bidder: _____

Circle One: Sole Proprietor Partnership Corporation Joint Venture

Name: _____ Partner: _____

Address: _____ Address: _____

City: _____ City: _____

Phone: _____ Phone: _____

Principal Place of Business: _____ Principal Place of Business: _____

County & State

County & State

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

State and County of Incorporation: _____

Location of Principal Office: _____

Contact Person(s) at Office: _____ Phone: _____

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

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

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

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

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

Total approximate value of incomplete work outstanding: \$ _____

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

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Date of Completion: _____ Contract Price: _____

(If Necessary - List Additional Projects by Using Attachments)

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

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Value of Incomplete Work: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Value of Incomplete Work: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Value of Incomplete Work: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Value of Incomplete Work: _____

Project: _____

Owner/Engineer: _____

Contact Person: _____ Phone: _____

Value of Incomplete Work: _____

(If Necessary - List Additional Projects by Using Attachments)

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

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

Contact Person: _____ Phone: _____

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

Bank Reference:

Bank: _____ City: _____

Address: _____ Phone: _____

Contact Officer: _____

Other Credit References:

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Phone: _____ Phone: _____

Municipal Reference:

City: _____

Contact Person: _____ Title: _____

Address: _____ Phone: _____

REFERENCE STATEMENT OF BIDDER'S SURETY

Bidder: _____

Address: _____

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

REMARKS:

Surety: _____

Signed: _____

Title: _____

Address: _____ (Local office in Dallas County)

City State Zip

Phone: _____

BIDDER'S RELEASE OF QUALIFICATION INFORMATION

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

Signed: _____ Title: _____
Printed Name: _____ Email: _____
Bidder: _____ Date: _____

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

Name: _____ Phone: _____
Printed Name: _____ Email: _____
Address: _____ City: _____ State: _____

BIDDER'S LIST OF PROPOSED SUB-CONTRACTORS

1. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

2. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

3. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

4. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

5. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

6. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

7. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

8. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

9. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

10. Sub-Contractor / Material Supplier:

Company Name: _____

Type of Work to Be Performed: _____

Contact Person: _____

Title: _____

Email: _____

Phone: _____

NON-EXCLUSION AFFIDAVIT - SYSTEM FOR AWARD MANAGEMENT (SAM)

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

The U.S. federal government maintains a Web site known as the "System for Award Management" (SAM) at www.sam.gov. 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 _____, 2022

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 2-year warranty period after City Acceptance for materials and workmanship.
	Check that the company name is identical to name listed in contract
	Check for same contract date (reference in top paragraphs)
	The name of the surety on the bond must appear the same on each page of the bond.
	Check for issuance date (date of contract or after)
	Check for same signature & title throughout bond.
	Check for typed name and title of the person signing bond and for legible signature.
	Check for agent in Dallas County.
	The items listed as work to be done must exactly match the improvements listed on the Contract.
	The surety's seal (which is the seal of the bond company) must appear under the surety's signature (not a notary's seal). All corporate sureties have seals. The seal may be a legible facsimile seal, unless the instrument states otherwise.
	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.

CHECK	CONTRACT ITEM:
	The surety's seal (which is the seal of the bond company) must appear under the surety's signature (not a notary's seal). All corporate sureties have seals. The seal may be a legible facsimile seal, unless the instrument states otherwise.
	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
<p>Checked by: _____</p> <p>Date: _____</p>	

Reset Form

		Supplement to ACORD® 25 (Construction)		DATE:	
Insured:			Certificate Holder(s):		
Commercial General Liability:					
Yes No		Provide, in the space below, the appropriate form number(s) of the Additional Insured endorsement(s): Ongoing Operations <input type="text"/> Completed Operations <input type="text"/> 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:					
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)			
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 _____, 2022 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:

SOUTHEAST PUMP STATION GENERATOR UPGRADE, CITY CONTRACT NO. 2022-099

Plans and Specifications prepared by:

FREMAN-MILLICAN, INC.

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 matter 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 450 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 Engineering Division, Public Works Department (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 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)

By: _____
Cliff Keheley
City Manager

BY: _____
(signature)

TYPED NAME: _____

TITLE: _____

ATTEST:

ATTEST:

By: _____
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney or Designee

WAGE RATE

General Decision Number: TX20220025 01/07/2022

Superseded General Decision Number: TX20210025

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 \$15.00 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 2022.

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 \$11.25 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 2022.

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	Publication Date
0	01/07/2022

* 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.
=====

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 www.dol.gov/whd/govcontracts.

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 _____, 2022, for the **SOUTHEAST PUMP STATION GENERATOR UPGRADE, CITY CONTRACT NO. 2022-099** 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 _____, 2022.

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 _____, 2022, for the **SOUTHEAST PUMP STATION GENERATOR UPGRADE, CITY CONTRACT NO. 2022-099** 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 _____, 2022.

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 Insert Name of Authorized Company Officer ("Affiant"), 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.. Insert County of County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the _____ day of Insert Date of Contract, 2022 for the construction of Southeast Pump Station Generator Upgrade, City Contract No. 2022-099 (the "Work"), for a total consideration of Insert Sum of Total Work in Place as Calculated on Final Estimate ??/100 Dollars (\$?,???,???.??) 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 Remaining Payment plus Retainage, minus liquidated damages or other penalties both written out and in numeric , ??/100 Dollars (\$???,???.??) as **FULL AND FINAL PAYMENT** 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 _____, 2022.

(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 - GENERAL DESCRIPTION:

This project is for the improvements in providing a backup power at the existing Southeast Pump Station in Mesquite. The project includes but is not limited to the following: Furnishing and installing a new 1,000 kW diesel emergency generator in a soundproof level II enclosure with UL142 rated 24-hour skid mounted fuel tank with a standalone 400 kW load bank. The generator shall be encompassed by a new sound attenuating screening wall. As part of this project a new service entrance rated 1200A manual transfer switch shall be installed outside the building adjacent to the existing electrical room. Project also includes modifications inside existing MCC to upgrade three existing 200-250HP pumps to soft starter control and limited control/SCADA modifications and security system upgrade.

SP-2 - PRE-BID CONFERENCE:

A pre-bid conference will be held at 2:00 p.m. on Wednesday, August 24, 2022, at the City of Mesquite Municipal Center located at 1515 N. Galloway Avenue, Mesquite, Texas 75149, in the Engineering Division Conference Room.

The pre-bid conference will be held to permit prospective bidders the opportunity to ask questions of the design staff regarding the project, plans and specifications.

A visit to the project site will be arranged for interested bidders on immediately following the pre-bid conference on August 24, 2022.

SP-3 - SITE LIMITATIONS:

The Contractor will be required to work strictly within the Southeast Pump Station site boundary.

SP-4 - PAY ITEMS:

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

SP-5 - LIQUIDATED DAMAGES:

Refer to **GP 108.8.1 Liquidated Damages for Failure to Complete on Time**. This project is a 450 calendar day contract. This time frame takes into account the longest quoted delivery from the generator suppliers of 58 weeks after approved submittal. In the Proposal Generator Supplier shall state the delivery time for the generator. Having a backup power during 2023 high demand season is absolutely essential for the City. If the generator supplier cannot deliver the generator in the time frame stipulated in the Proposal, General Contractor shall provide a backup rental generator (standby duty) minimum 500 kW that will stay at the site until the new generator is delivered. Time count for generator delivery starts at the day when the Engineer approves the shop drawings for the generator.

SP-6 - SUBMITTALS:

The Contractor shall provide submittals of the following items to the City Engineer:

1. Concrete batch designs and paving equipment.
2. List of Subcontractors and Material Suppliers.
3. Project Schedule.
4. Reports of all testing required by the specifications.

SP-7 - CONSTRUCTION SEQUENCE:

The Contractor shall prepare a Construction Sequencing Plan which shows staging for the installation of the new water mains by street section and submit it to the City Engineer at the Pre-Construction Conference. This Plan shall include keeping the existing water main in service until the adjacent section of new main has been tested and accepted by the City. Disruption of water service to existing residences shall be kept to a minimum when services are switched over to the new main

SP-8 – PREPARATION OF PROPOSAL:

Bidder shall complete all information requested and blanks provided shall be filled in beside or under each bid item. The Bidder shall include in his base bid the cost of one of the pre-approved generator sets. The price of the generator in the Proposal, item P-1 shall be the price of the generator as quoted by the generator supplier. Contractor's overhead and profit shall be included in Proposal item P-2. No other generator brands are allowed for this project. Bidders shall write down the brand name of the generator in the Proposal and provide specified generator technical data package with his Bid. No change of the generator is allowed after the Bid Opening.

Price for bid item P-3 – Control and Scada improvements shall be the actual quote as received by Prime Controls, Inc. the System Integrator. Contractor's overhead and profit shall be included in Proposal item P-4.

Time is of essence for this project. City must have a backup power for the pump station during the summer of 2023. In case that the generator delivery is delayed beyond the specified delivery time, a General Contractor shall provide a backup standby power min. 500 kW until the new generator is installed and operational.

Two additive alternates are specified in this project:

- Additive Alternate 1: Provide price adder for increasing a standard 2-year comprehensive warranty for the generator and load bank in the Base Bid to 5-year comprehensive warranty.
- Additive Alternate 2: Base bid was for a 12 ft. high screen wall. Provide a price adder for increasing the screen wall height from 12 ft to 15 ft. This will be required if the Contractor chooses MTU generator set that is taller than the other generators. This price adder includes five (5) additional wall panels and six (6) longer posts by 3 ft.

SP-9 - PAYMENT FOR THE CAPITAL EQUIPMENT:

The Owner, the City of Mesquite, **will** pay for materials on hand as allowed in Section 109.5.1, North Central Texas Standard Specifications for Public Works Construction, Division 100 General Provisions, Fifth Edition, dated November 2017.

SP-10 - STORAGE OF THE EQUIPMENT:

All equipment and materials stored at the Contractor's bonded warehouse must be stored strictly according to equipment manufacturer's storage instructions and shall be available for inspection at any time.

SP-11 - SITE SECURITY:

The Contractor shall be responsible for the site security during the project and any losses from theft of material or damage due to vandalism on the site will be Contractor's responsibility to replace or repair at his expense.

SP-12 – WARRANTIES:

All warranties for this project shall be two (2) year in duration unless the extended manufacturer warranty is selected by the Owner as Additive Alternate. This warranty period shall start after the project acceptance by the City or 12 months after delivery whichever occurs first. This warranty applies on all materials and equipment installed in this project including the generator, load bank, manual transfer switches and soft starters.

SP-13 - TPDES CONSTRUCTION GENERAL PERMIT:

The Contractor shall obtain a copy of the Texas Commission on Environmental Quality (TCEQ) Construction General Permit (CGP), Texas Pollutant Discharge Elimination System (TPDES) Permit No. TXR150000; implement a storm water pollution prevention plan (SWP3); and complete and submit a Notice of Intent (NOI) to the TCEQ, including the \$350 by mail or \$250 by electronic payment, NOI fee.

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
1515 N. Galloway
Mesquite, TX 75149