



**COMPETITIVE SEALED BID  
W2016-91-B  
for**

**WYLIE SENIOR RECREATION CENTER PARKING LOT EXPANSION  
PROJECT**

**BIDS ARE DUE TO THE OFFICE OF THE PURCHASING AGENT**

**CITY OF WYLIE  
GLENNA HAYES  
PURCHASING AGENT  
300 COUNTRY CLUB ROAD  
WYLIE, TEXAS 75098**

**PRIOR TO:  
SEPTEMBER 8, 2016 prior to 3:00 PM CDT**

**LATE BIDS WILL NOT BE ACCEPTED**

**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

**Glenna Hayes C.P.M, A.P.P.  
Purchasing Agent  
[glenna.hayes@wylietetexas.gov](mailto:glenna.hayes@wylietetexas.gov)  
972 516 6140**

**Nancy Leyva  
Buyer  
[nancy.leyva@wylietetexas.gov](mailto:nancy.leyva@wylietetexas.gov)  
972 516 6131**

**Time Critical Competitive Sealed Proposal Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.**

# CITY OF WYLIE INSTRUCTIONS AND TERMS FOR BIDDING

## THE FOLLOWING TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: [www.wylienews.com](http://www.wylienews.com). City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Otherwise qualified and eligible to receive an award
  - F. Must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)
4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
5. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
8. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits City and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state. The City reserves the right to request additional information from all vendors to determine compliance.
9. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates.

10. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that “no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....”.
11. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
12. **SAMPLES:** any catalog, brand names, or manufacturer’s reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
13. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
14. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
15. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
16. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor’s own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
17. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
18. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

19. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
20. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
21. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
22. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **LATE BIDS:** bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
24. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
25. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.
26. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City's web site at: [http://www.wylietexas.gov/departments/purchasing/bid\\_tabulations.php](http://www.wylietexas.gov/departments/purchasing/bid_tabulations.php).
27. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
28. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
29. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
30. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the

specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review at the City's web site 72 hours prior to the meeting of the City Council under the terms of the Texas Opening Meeting Act ([http://www.wylietexas.gov/city\\_government/boards\\_agendas\\_and\\_minutes/city\\_council3.php](http://www.wylietexas.gov/city_government/boards_agendas_and_minutes/city_council3.php)).

## GENERAL TERMS AND CONDITIONS

### Bonding, Purchase Order and Payments:

31. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1, CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

32. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
33. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
34. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor, and constitutes a contract and any/all insurance requirements are in full effect. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
35. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.

36. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.
37. **INVOICING:** Invoices shall be submitted to the City of Wylie, Attn: Parks & Recreation Department, 300 Country Club Rd, Wylie, TX 75098.
38. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
39. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
40. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

**CONTRACT:**

41. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.
42. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
43. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
44. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
45. **INDEMNIFICATION:** CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PROVISION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS PROVISION), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR

SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONTRACTOR IS EXPRESSLY REQUIRED TO INDEMNIFY AND DEFEND THE CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS UNDER THE LAWS OF THE STATE OF TEXAS, THEN CONTRACTOR IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SURVIVE THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.

46. **TERMINATION and DEFAULT:** The City of Wylie may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract, terminate further work in whole or in part by giving at least thirty (30) days prior written notice to Contractor with the understanding that all services being terminated shall cease upon the date as indicated.

The City of Wylie also reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails

to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

47. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
48. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.
49. **EMPLOYMENT ELIGIBILITY VERIFICATION and CLASSIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract. The contractor also warrants that all employees are properly classified in accordance with Chapter 214.008 of the Labor Code.

50. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [http://www.wylietexas.gov/city\\_government/city\\_secretary/forms1.php](http://www.wylietexas.gov/city_government/city_secretary/forms1.php). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
51. **CERTIFICATE OF INTERESTED PARTIES (Form 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Additional instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or by calling the Texas Ethics Commission at 512-463-5800. By signing the included "Compliance Page" the successful bidder agrees to adhere to HB 1295.

**END OF SECTION**

**W2016-91-B**  
**WYLIE SENIOR RECREATION CENTER PARKING LOT EXPANSION PROJECT**

The City of Wylie is accepting competitive sealed bids for the Wylie Senior Center Parking Lot Expansion Project. This bid will be awarded to the lowest responsive responsible bidder. The City reserves the right to compare offers against all state and local contracts, and to award accordingly.

Contractor to furnish the all necessary labor, materials, machinery, equipment, fuel, supervision, insurance and bonds to perform all work required for the installation of concrete parking located at the Senior Recreation Center, 800 Thomas Drive, Wylie, Texas (as indicated in attached site plan).

**ESTIMATED BUDGET**    \$50,000.00

**METHOD OF AWARD**    **Lowest Responsive, Responsible Bidder** in accordance with Government Code Section 2267, Subchapters B and C. Owner may consider:

- Price
- Bidder's experience and reputation
- Quality of the bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have satisfactory record of performance;
- D. Have a satisfactory record of integrity and ethics;
- E. Otherwise qualified and eligible to receive an award;
- F. Must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)

**COMPLETION SCHEDULE**    **Estimated at 60 calendar days after Notice to proceed and start of work.**

## BID PROCESS

### **MANDATORY SITE VISIT**      Self-Guided

All contractors must complete the mandatory site visit, which can be a self-guided tour, prior to submitting a bid. All contractors must submit the attached Certified Site visit form.

### **QUESTIONS DEADLINE**      August 30, 2016 @ 12:00 noon CDT

To ensure that all prospective bidders have accurately and completely understood the requirements, the City of Wylie – Purchasing Department will accept **written questions** up to the time indicated above. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any City representative other than the Purchasing Department.

**Responses will be published in the form of an addendum, and it is the sole responsibility of all bidders to obtain such addendums.**

Nancy Leyva  
Buyer, City of Wylie  
[nancy.leyva@wylietexas.gov](mailto:nancy.leyva@wylietexas.gov)

### **SUBMISSION of BIDS**      September 8, 2016 prior to 3:00 p.m. CDT

**All bids are due prior to the date and time indicated above. All costs associated with the bid will be at the expense of respondents.**

All bids must be received in a sealed envelope or box with the bid number and respondent's name clearly marked:

**"No. W2016-91-B WYLIE SENIOR RECREATION CENTER PARKING LOT EXPANSION PROJECT"**

Bids will not be accepted by facsimile transmission or electronic mail. Bids submitted early may be withdrawn prior to the deadline by the submitter. All bids must remain valid for at least 120 days, and will remain the property of the City of Wylie.

It is the sole responsibility of the bidder to ensure timely delivery of the proposal. The City will not be responsible for the failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the proposing firm.

### **PUBLIC OPENING and NOTICE OF PUBLIC DOCUMENTS**      September 8, 2016 at 3:00 pm CDT

Bids will be publicly opened at the City of Wylie by the Purchasing Department. Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

## **BONDS**

- A. Performance and Payment Bonds (100%) - In accordance with Government Code 2253 and Local Government Code 252, successful bidder shall submit Owner's Performance bond in the amount of one hundred percent (100%) of the Contract amount and power of attorney; and a Material and Labor Payment Bond and power of attorney in amount of one hundred percent (100%) of Contract amount from an approved surety company holding a permit from the State of Texas to act as surety, or other sureties acceptable to the OWNER, on the standard NCTCOG forms provided in the specifications.
- B. Maintenance Bond (100%) – A minimum one (1) year maintenance bond and power of attorney is required from an approved surety company holding a permit from the State of Texas to act as surety, or other sureties acceptable to the OWNER, on the standard NCTCOG forms provided in the specifications. Contractor should also include any other statements of warranty.

## **BID FORM/PRICING**

Bidders are requested to submit bids utilizing the forms provided. **NOTE:** Unit and Lump Sum prices must be shown in words and figures for each item listed in this proposal and in the event of discrepancy the words shall control.

## **RESERVATION OF RIGHTS**

The City of Wylie reserves the right to reject any or all bids and to waive informalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Wylie reserves the right to request clarification thereof, to reject the bid or allow the bidder to withdraw the bid when applicable. Unreasonable (or "unbalanced") unit prices may deem the bidders offer as non-responsible and may authorize the City of Wylie to reject any bid.

## **INTENT TO AWARD**

The Owner shall give notice of intent to award within sixty (60) calendar days following the opening of bids. The low bidder must qualify within ten (10) working days after receipt of written request, by submitting such additional evidence as may be required by the City including evidence of insurance that meets the City requirements as stated in the bid specifications.

Should the bidder fail to produce evidence satisfactory to the City on any of the foregoing points, the bidder may be deemed non-responsive and the work awarded to the next responsible bidder so qualifying.

## **OTHER DEADLINES**

- A. **CORPORATE RESOLUTION:** Upon request by the OWNER, bidder shall submit, within seven (7) business days after notice of award of contract, a corporate resolution, certificate of partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership, or joint venture.
- B. **INSURANCE:** Upon request by the OWNER, bidder shall furnish certificates of insurance and endorsement pages that meet the City requirements within ten (10) business days. Failure of the bidder to produce the required documents may deem the bidder as non-responsive.

- C. **MISCELLANEOUS DOCUMENTS:** Upon request by the OWNER, bidder must submit, within five (5) business days such documentation as the City requests to evaluate the qualifications of the bidder to perform the work. Failure of the bidder to produce documentation of qualifications in a timely manner may deem the bidder as non-responsive.

#### **DISCLOSURE OF CERTAIN RELATIONSHIPS**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Wylie no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications.

#### **PREVAILING WAGE RATES** (Suggested Bldg-TX289; Collin County)

The following information from Chapter 2258 Texas Government Code Title 10 requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects (highways, road, excavation, repair work or other project development or improvement) using public funds to include prevailing wage rate in the project bid documents and the construction contract.

#### **By submitting an offer, bidders certify that they are in compliance with all application federal, state and local laws.**

Chapter 2258 Texas Government Code Title 10 requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rate in the project bid documents and the construction contract.

#### **2258.021. Duty of Governmental Entity to Pay Prevailing Wage Rates**

- (a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state

Current prevailing wage rates are incorporated in the contract documents.

## **HISTORICALLY UNDERUTILIZED BUSINESSES**

It is the policy of the City of Wylie to involve historically underutilized businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects.

## **DEBARMENT**

Bidder certifies that at the time of submission of its bid, Bidder was not on the federal government's list of suspended, ineligible or debarred contractors and that Bidder has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Bidder is placed on this list during the term of the Contract, Bidder shall notify the City of Wylie Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

## **WRITTEN CONTRACT**

Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Wylie, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.

The successful vendor must execute a CONTRACT within ten (10) days after receipt of documents. Proposer/Vendor agrees to submit to the City, a corporate resolution, certificate of partnership, agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture. The resulting contract must be in a form approved by the City's Attorney, and the City does not agree to necessarily accept terms the respondent may propose within the submitted bid documents.

## **NOTICE TO PROCEED & COMPLETION OF WORK**

Successful vendor shall begin work within 10 days of receipt of Notice To Proceed (weather permitting). Once started, work shall be continuous until completed within the specified number of days. Any and all delays in work must be communicated to the City of Wylie representative. Failure to secure the foundation or to leave work in an uncompleted stage may result in a breach of contract and penalties.

END OF SECTION

## I. SCOPE OF WORK

The City of Wylie is accepting competitive sealed bids for the Wylie Senior Recreation Center Parking Lot Expansion. This bid will be awarded to the lowest responsive responsible bidder.

Contractor to furnish the all necessary materials, machinery, equipment, fuel, superintendence, insurance and bonds; and for furnishing all labor, material and equipment, and perform all work required for the installation of new concrete parking located at the Senior Recreation Center, 800 Thomas Drive, Wylie, Texas (as indicated in attached site plan).

### **REFERENCES:**

- See site exhibits for relevant locations.
- See attached plans and/or the link below for all relevant Standard Details.  
[http://www.wylietexas.gov/departments/engineering/standard\\_construction\\_details.php](http://www.wylietexas.gov/departments/engineering/standard_construction_details.php)

**PROJECT:** (See attached plans)

### **BASE BID:**

- Demo existing earthwork, bring to grade, prepare base and install approximately 417 square yards of new, 6-inch thick concrete parking as per City's Standard Construction Details.
- Match existing concrete elevations where new concrete abuts existing concrete.
- Slope to drain as shown on plans.
- Restore adjacent edges of new concrete with sod to match existing.
- Paint parking space striping and fire lane striping to match existing.
- Haul off and properly dispose of excess dirt and materials.
- Provide adequate (at City's discretion) on-site supervision at all times.
- Provide adequate job-site barricades (at City's discretion) throughout the project to protect the general public.

### **ALTERNATE #1**

- Same as above for approximately 209 square yards of concrete at the location shown.

### **ALTERNATE #2**

- Same as above for approximately 943 square yards of concrete at the location shown.

## II. VENDOR REQUIREMENTS

### A. WORK SCHEDULING

1. All work is to be performed between the hours of 7:00AM and 7:00PM; (Mon-Fri)

### B. SAFETY & SANITARY REQUIREMENTS

1. Vendor shall provide all required safety signage, barricades, and flashers/strobes. All employees shall have proper safety devices and equipment, including *safety vests with company name, and hearing and eye protection*.
2. All equipment and personal protective equipment shall meet OSHA and TXDOT safety standards. Warning signs and barricading shall be in accordance with all local, state and/or federal laws. If a vendor is discovered working without necessary safety devices or equipment in place, they will be required to stop all work in progress. Vendor will not be allowed to return to work until adequate safety equipment and/or devices are in place.
3. Vendor is responsible to provide any needed portable restroom structures for the worksite. Access to buildings will not be available.

## III. LAWS AND ORDINANCES:

### A. LAWS & PERMITS

1. Vendors must conform to all City, local, state, and federal laws, regulations and guidelines.
2. All work will be subject to City ordinances and inspections.
3. Vendor is responsible for acquiring any required permits for all work performed (the City will waive any permit fees).

### B. LITTER AND DEBRIS

1. At no time shall any litter or debris be blown or washed in to the street, in to traffic lanes, down gutters/waterways, down storm drains or on to private property. This is to protect against contaminants entering into storm water watershed areas.

#### IV. VENDORS SUBMITTALS

**INSURANCE CERTIFICATES & ENDORSEMENT PAGES** - Vendors must submit insurance certificates and endorsement pages indicating coverage as list on “City of Wylie Insurance Requirements”.

**Attachment “A”– BID FORM**

**Attachment “B” - Client Work History** Work history should reflect properties consisting of a similar size and scope. Contact information will be used by City of Wylie Public Services Division staff for verification and references. Work History should include the entity’s main office number in addition to office numbers and email addresses for the person/persons responsible for administrating the contract or work provided. Work history should not contain work *not directly performed* by Vendor’s Company.

**Attachment “C” – SITE VISIT AFFIDAVIT** It is a requirement that ALL vendors perform a self-guided property site visit. Once completed, ALL vendors must then prepare a copy of the “Site Visit Affidavit”. The properly completed document must be included in vendor bid submittals.

**Attachment “D” - CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAW**

**Attachment “E” - AFFIDAVIT OF NO PROHIBITED INTEREST**

**Attachment “F” - CONFLICT OF INTEREST QUESTIONNAIRE**

**Attachment “G” - VENDOR ACKNOWLEDGEMENT FORM**

## CITY OF WYLIE - INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance and endorsement pages meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, Owner shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, durations, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles used under this contract.

### B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

This policy will have no coverage removed by exclusion. Policy will include coverage for:

- a. Premises / Operations
- b. Broad Form Contractual Liability
- c. Products and Completed Operations
- d. Personal/Advertising Injury
- e. Broad Form Property Damage

f. Explosion Collapse and Underground (XCU) Coverage.

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability with minimum limits of \$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.

3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired and non-owned autos.
4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure, when required by the City. City shall be listed as Loss Payee.
5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

D. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage:
- a. The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized.
  - b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
  - d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.
2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverage:
- a. All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number, project name, and bid number.
  - b. Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
  - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
  - d. Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project.

E. **ACCEPTABILITY OF INSURERS**

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- XII**, or better.

F. **VERIFICATION OF COVERAGE**

Contractor shall provide the City with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Questions regarding this insurance should be directed to the City of Wylie,  
Glenna Hayes, Purchasing Agent at (972) 516-6140

**ATTACHMENT "A"**  
**W2016-91-B**  
**BID FORM**

**Vendor Name:** \_\_\_\_\_

Contractor to furnish the all necessary materials, machinery, equipment, fuel, superintendence, insurance and bonds; and for furnishing all labor, material and equipment, and perform all work required for the installation of new concrete parking located at the Senior Recreation Center, 800 Thomas Drive, Wylie, Texas (as indicated on attached plans).

Item	Pricing	Total
<p><b>BASE BID:</b></p> <p>Demo existing earthwork, bring to grade, prepare base and install approximately <b>417 square yards</b> of new, 6-inch thick concrete parking as per City's Standard Construction Details; match existing concrete elevations where new concrete abuts existing concrete; and slope to drain as shown on plans.</p>	<p>\$                    <b>SY</b></p>	<p>\$</p>
<p>Restore adjacent edges of new concrete with sod to match existing.</p>	<p>\$                    <b>Lump Sum</b></p>	<p>\$</p>
<p>Paint parking space striping and fire lane striping to match existing.</p>	<p>\$                    <b>Lump Sum</b></p>	<p>\$</p>
<p>Haul off and properly dispose of excess dirt and materials.</p>	<p>\$                    <b>Lump Sum</b></p>	<p>\$</p>
<p><b>ALTERNATE #1</b></p> <p>Demo existing earthwork, bring to grade, prepare base and install approximately <b>209 square yards</b> of new, 6-inch thick concrete parking as per City's Standard Construction Details; match existing concrete elevations where new concrete abuts existing concrete; and slope to drain as shown on plans.</p>	<p>\$                    <b>SY</b></p>	<p>\$</p>
<p>Restore adjacent edges of new concrete with sod to match existing.</p>	<p>\$                    <b>Lump Sum</b></p>	<p>\$</p>

Paint parking space striping and fire lane striping to match existing.	\$	<b>Lump Sum</b>	\$
Haul off and properly dispose of excess dirt and materials.	\$	<b>Lump Sum</b>	\$
<b>ALTERNATE #2</b> Demo existing earthwork, bring to grade, prepare base and install approximately <b>943 square yards</b> of new, 6-inch thick concrete parking as per City's Standard Construction Details; match existing concrete elevations where new concrete abuts existing concrete; and slope to drain as shown on plans.	\$	<b>SY</b>	\$
Restore adjacent edges of new concrete with sod to match existing.	\$	<b>Lump Sum</b>	\$
Paint parking space striping and fire lane striping to match existing.	\$	<b>Lump Sum</b>	\$
Haul off and properly dispose of excess dirt and materials.	\$	<b>Lump Sum</b>	\$

END OF SECTION

**ATTACHMENT "B"**  
**W2016-91-B**  
**CLIENT WORK HISTORY**

VENDOR: \_\_\_\_\_

Totals of Years in Business: \_\_\_\_\_

• **CURRENT CONTRACTS:**

Bidder is to list all active contracts of similar size and scope of work

1. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided and number of sq. feet serviced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

● **FORMER CONTRACTS:**

Bidder is to provide information regarding former contracts:

1. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for contract ending: \_\_\_\_\_

2. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for contract ending: \_\_\_\_\_

3. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for contract ending: \_\_\_\_\_

In the last three years, have you been released or removed from a job prior to the job being completed?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, give reason(s) \_\_\_\_\_

**ATTACHMENT "C"**  
**W2016-91-B**  
**SITE VISIT AFFIDAVIT**

**MUST BE SUBMITTED FOR BID TO BE CONSIDERED**

The undersigned authorized representative of

\_\_\_\_\_  
(Company or Firm Name)

affirms that each work site contained in the bid specification and any/all addendums, has been visited and reviewed by a representative of the company prior to this bid being submitted, and that the sites are accepted in their current condition.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**ATTACHMENT "D"**  
**W2016-91-B**  
**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The bidder/proposer also certifies the following:

**CERTIFICATION OF ELIGIBILITY**

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

**DISCLOSURE OF INTERESTED PARTIES (Form 1295)**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

**CONTRACTOR INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, CONTRACTOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER CONTRACTOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.**

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER: SIGNATURE PAGE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to certify with witness my hand and official seal.

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

**ATTACHMENT "E"**  
**W2016-91-B**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of \_\_\_\_\_ and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of \_\_\_\_\_ is employed by the City of Wylie or is an elected or appointed official of the City of Wylie within the restrictions of the Wylie City Charter.

I am aware that Article XI-Section 5 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or service, except on behalf of the city as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall be subject to removal from his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the city council shall render the contract void.

I further understand and acknowledge that a violation of Article XI-Section 5 of the City Charter at any time during the term of this contract will render the contract voidable by the City.

\_\_\_\_\_  
Name of Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public, State of \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_

Signature of vendor doing business with the governmental entity

\_\_\_\_\_

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**ATTACHMENT "G"**  
**W2016-91-B**  
**Vendor Acknowledgment Form**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

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

Address of Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_

Phone/Fax of Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_

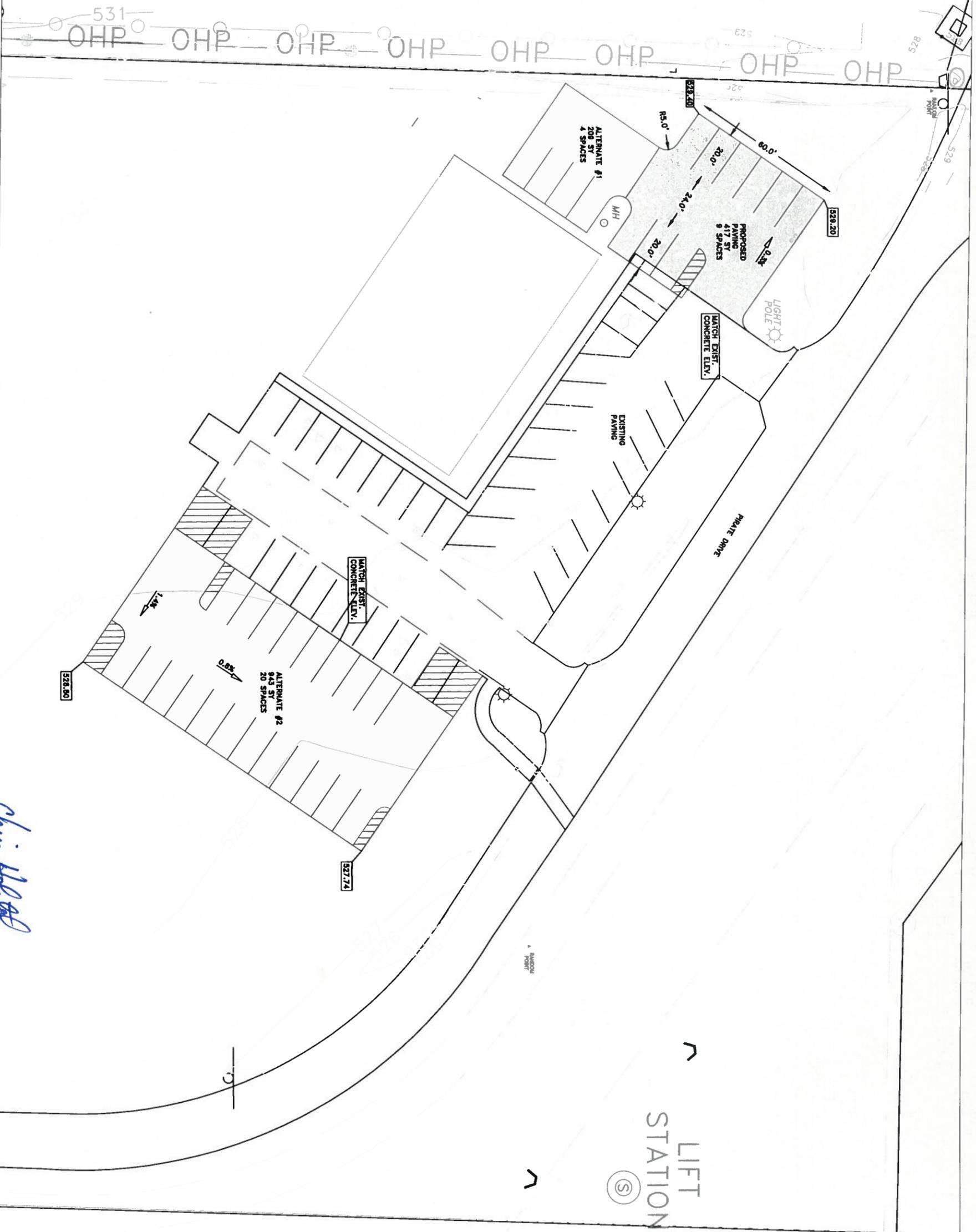
Address, Phone and Fax of Majority  
Owner Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail Address of Representative: \_\_\_\_\_

Authorized Representative:  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_ #2 \_\_\_\_ #3 \_\_\_\_ #4 \_\_\_\_ #5 \_\_\_\_

15' UTILITY  
ESMT.



*Chris Holt*  
5/16/18

REV. NO.	DESCRIPTION	DATE	DRWN. BY



CITY OF WYLIE, TEXAS

DESIGN	DRAWN	DATE	SCALE	TOTAL NO. SHEETS	SHEET NO.
JCE	JCE	05/24/18	1"=10'	003-004-000	04 OF 8

PROPOSED PARKING  
WYLIE SENIOR CENTER  
SITE PLAN

## PAVING NOTES

- △1. CONCRETE FOR ALL STREETS AND PRIVATE DEVELOPMENTS SHALL BE IN ACCORDANCE WITH NCTCOG, FOURTH EDITION OR AS AMENDED CLASS "C" CONCRETE (SIX SACK 3,600 P.S.I. MASHINE, SEVEN SACK 4500 PSI HAND POUR, COMPRESSIVE @ 28 DAYS). ITEM 303.3.4.2(a) AND ITEM 303.5.6.2 HAND.
2. REINFORCING STEEL SHALL BE DEFORMED BARS NO. 3 ON 18 INCH CENTERS OR NO. 4 BARS ON 24 INCH CENTERS. REINFORCING SHALL BE IN BOTH DIRECTIONS ON CENTER. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ASTM 615, 616 AND 617.
3. ALL REINFORCING STEEL SHALL BE TIED (100%). REINFORCING STEEL SHALL BE SET ON PLASTIC CHAIRS. BAR LAPS SHALL BE MINIMUM 30 DIAMETERS. NO STEEL SHALL BE PLACED UNTIL THE SUBGRADE HAS BEEN TESTED AND PASSED.
4. EXPANSION JOINTS SHALL BE SPACED EVERY 600 FEET, AT ALL INTERSECTIONS AND CHANGES IN DIRECTION OF PAVING. ALLEYS SHALL HAVE A MINIMUM OF TWO EXPANSION JOINTS.
- △5. SAWED TRANSVERSE DUMMY JOINTS SHALL BE SPACED EVERY 15 FEET OR 1.25 TIMES LONGITUDINAL JOINT SPACING WHICHEVER IS LESS. SAWING SHALL OCCUR WITHIN 5 TO 12 HOURS AFTER THE POUR INCLUDING SEALING.
6. SUBGRADE UNDER PAVEMENTS SHALL BE A MINIMUM OF 7 INCHES OF LIME TREATED SUBGRADE. ONLY HYDRATED LIME SHALL BE UTILIZED. OPTIMUM LIME SHALL BE APPLIED. OPTIMUM LIME CONTENT SHALL BE DETERMINED DURING THE EXCAVATION BY THE USE OF A LIME SERIES TEST. LIME SERIES TEST SHALL BE TAKEN ALONG THE EXCAVATION AT ALL CHANGES IN SOIL AND A MINIMUM OF 300 FEET. LIME SERIES SHALL BE COMPLETED BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY.
7. LIME TREATED SUBGRADE SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D 698. MOISTURE CONTENT SHALL BE WITHIN -2 TO +4 OF OPTIMUM. DENSITY TEST RESULTS SHALL BE COMPLETED BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY. ALL RESULTS SHALL BE PROVIDED TO THE CITY. SUBGRADE TESTING SHALL BE IN ACCORDANCE WITH NCTCOG ITEM 303.5.1 SUBGRADE.
8. LIME TRIMMINGS ARE NOT ACCEPTABLE FOR ANY USE.
9. ALL FILL SHALL BE COMPACTED BY MECHANICAL METHODS. MAXIMUM LOOSE LIFT FOR COMPACTION SHALL BE 8 INCHES. ALL LIFTS SHALL BE TESTED FOR DENSITY BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY. DENSITY REQUIREMENT SHALL BE AS SHOWN ON THE PLANS FOR THE TYPE OF MATERIAL CALLED FOR IN THE PLANS.
10. ALL DISTURBED AREAS OF ROADWAY WORK SHALL HAVE GRASS ESTABLISHED IMMEDIATELY. GRASS SHALL MEET THE REQUIREMENTS OF ITEM 202, LANDSCAPING, OF NCTCOG SPECIFICATIONS, FOURTH EDITION OR AS AMENDED.
11. ALL AREAS TO BE EXCAVATED OR FILLED SHALL HAVE EROSION CONTROL PLACED PRIOR TO COMMENCING EARTHWORK. EROSION CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT THE PROJECT IN ACCORDANCE WITH NCTCOG ITEM 201, FOURTH EDITION OR AS AMENDED.
- △12. ALL SIDEWALKS SHALL BE 5' WIDE AND INCLUDE BARRIER FREE RAMPS AT INTERSECTING STREETS, ALLEYS, DRIVEWAYS, ETC. BARRIER FREE RAMPS SHALL MEET CURRENT ADA REQUIREMENTS. BE INSTALLED BY THE DEVELOPER AND MEET THE TEXAS DEPT. OF LICENSING REGULATIONS.
13. SIDEWALKS SHALL BE DOWELED INTO PAVEMENT WHERE IT ABUTS DRIVEWAYS. EXPANSION JOINT MATERIAL SHALL BE USED AT THESE LOCATIONS.
14. NO VEHICLES SHALL BE PERMITTED ON CONCRETE PAVEMENT WITHOUT APPROVAL FROM THE CITY. THE CITY WILL MAKE DETERMINATION BASED ON CONCRETE BREAK REPORT.
- △15. CONCRETE MIX DESIGN SHALL BE SUBMITTED FOR REVIEW PRIOR TO PRECONSTRUCTION MEETING. REVISE THE FIRST PARAGRAPH OF NCTCOG SPEC. 303.2.1.3 COARSE AGGREGATE TO READ "CRUSHED LIMESTONE SHALL CONSTITUTE 100% OF THE COARSE AGGREGATE."
16. ALL PAVING FOR PARKING SHALL BE MIN. 5" THICK 3,600 P.S.I. CONCRETE SUBJECT TO CITY ENGINEER APPROVAL.
17. ALL AREAS NOT UNDER PAVING, INCLUDING ALL FRANCHISE UTILITY EASEMENTS, SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 92 PERCENT OF THE MAXIMUM DENSITY.
18. CONCRETE PLANTS SHALL CONFORM TO TXDOT 1993 EDITION ITEMS 520 AND 522.
- △19. ANY CURB AND/OR STREET SECTION REMOVED FOR THE CONSTRUCTION OF A PRIVATE DRIVEWAY SHALL NOT BE REMOVED PRIOR TO 7 DAYS OF CONSTRUCTION OF THE DRIVEWAY. IF THE DRIVEWAY IS NOT CONSTRUCTED WITHIN THIS TIME FRAME AND EXCAVATION HAS BEEN MADE, EXCAVATION SHALL BE REPLACED UNTIL SUCH TIME CONSTRUCTION COMMENCES.
- △20. MAXIMUM TEMPERATURE OF THE CONCRETE FOR PLACEMENT SHALL BE 95° F AS SPECIFIED IN TXDOT 2004 EDITION ITEM 360.4 PARAGRAPH G.4 TEMPERATURE RESTRICTIONS.
- △21. PAVING EQUIPMENT REQUIRED SHALL BE AS SPECIFIED IN TXDOT 2004 EDITION UNDER ITEM 360.3

## LINED CHANNELS

1. CONSTRUCTION JOINT SHOWN IN DETAILS FOR CONVENIENCE ONLY. MONOLITHIC CONSTRUCTION MAY BE USED.
2. ALL VISIBLE SURFACES SHALL BE A TROWEL FINISH.
3. ALL REINFORCING STEEL SHALL BE 3/8" DIAMETER AND SPACED 12" CENTER TO CENTER BOTH WAYS UNLESS OTHERWISE SPECIFIED.
4. IF WOOD FORMS ARE USED WITH CONSTRUCTION JOINT, THEY SHALL BE TWO, 2"x4", AND SHALL NOT BE REMOVED UNTIL CONCRETE ON SLOPES IS READY TO BE PLACE.

5. ALL CONCRETE IN LINED CHANNEL SHALL BE NCTCOG CLASS "A" (MINIMUM 3,000 P.S.I.) CONCRETE.
6. FLAT BOTTOM TO BE CONSTRUCTED WHEN CHANNEL WIDTH IS LESS THAN 12 FOOT.
7. 3/4" CHAMFER ON ALL CONCRETE CORNERS.

## STORM SEWER

1. THE FLOOR OF THE EXCAVATION FOR INLET BOX MUST PROVIDE A FIRM, LEVEL BED FOR THE BASE SECTION TO REST UPON.
2. A MINIMUM OF 6 INCHES OF 1" DIAMETER (MAXIMUM) ROCK OR GRAVEL SHALL BE USED TO PREPARE THE BEDDING TO FINAL GRADE OR IN LIEU OF THIS, AT LEAST 6 INCHES OF 2-SACK CEMENT STABILIZED SAND SHALL BE USED TO PREPARE THE BEDDING TO GRADE. CEMENT STABILIZED-SAND SHALL BE ALLOWED TO SET BY KEEPING HOLE PUMPED DRY.
3. AFTER PIPE HAS BEEN LAID ON PROPER BEDDING, BACKFILLING TO COMMENCE WITH 8" MAXIMUM LOOSE LIFTS MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR UNDER ROADWAY OR 12" MAXIMUM LOOSE LIFT BEHIND CURB. MAXIMUM SIZE ROCK IN BACKFILL SHALL NOT EXCEED 4 INCHES IN DIAMETER.
4. PRECAST INLETS MUST BE APPROVED BY THE CITY.
5. CONCRETE TO BE MINIMUM 4,200 P.S.I.
6. LOCKING DEVICE IS REQUIRED ON ALL STORM SEWER LIDS.
7. "NO DUMPING" WARNING PLAQUE TO BE INSTALLED ON ALL STANDARD AND RECESSED INLETS.
8. CONCRETE CAST-IN-PLACE INLETS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,200 P.S.I. @ 28 DAYS.

## △9. DELETED

10. EXISTING STORM SEWER PIPE AND/OR LATERALS SHALL BE LOCATED PRIOR TO SETTING OR CONSTRUCTING INLET BOXES. IF ADJUSTMENT IN GRADE OF LATERAL IS REQUIRED, A REVISED DESIGN BY THE ENGINEER OF RECORD SHALL BE SUBMITTED TO THE CITY FOR APPROVAL.
11. REINFORCED CONCRETE PIPE CLASS III IS APPROVED WITHIN THE CITY.
12. COLOR TV INSPECTION SHALL BE COMPLETED ON THE STORM SEWER IN THE PRESENCE OF CITY REPRESENTATIVE AND THE ORIGINAL MEDIA SHALL BE GIVEN TO THE CITY AT THE COMPLETION OF THE INSPECTION.
- △13. YOUR ATTENTION IS DIRECTED TO SUBDIVISION ORDINANCE SECTION 5.9.C STORM DRAINAGE AND WATER QUALITY CONTROLS. IN THE ELEVENTH MONTH OF THE SECOND YEAR OF THE REQUIRED TWO-YEAR MAINTENANCE BOND, THE DEVELOPER SHALL BE RESPONSIBLE FOR REMOVING ANY SIGNIFICANT BUILD-UP OF SEDIMENT OR DEBRIS FROM DRAINAGE IMPROVEMENTS WITH EXCEPTIONS AS DESIGNATED. THE FUNDING SHALL BE BORNE BY THE DEVELOPER AND SHALL BE ACCOMPLISHED BY COLOR TV INSPECTION IN THE PRESENCE OF A CITY REPRESENTATIVE AND THE ORIGINAL MEDIA SHALL BE GIVEN TO THE CITY AT THE COMPLETION OF THE INSPECTION.

## SANITARY SEWER

1. ALL SEWER LINES CROSSING POTABLE WATERLINES SHALL BE AS SHOWN IN THE PLANS AND MEET TCEQ REQUIREMENTS.
2. PIPES 8 INCHES THROUGH 15 INCHES SHALL BE IN ACCORDANCE WITH ASTM D3034 WITH A MINIMUM SDR OF 35 OR ASTM D3350 AND DE 345434 C.
3. PIPES LARGER THAN 12 INCHES THROUGH 48 INCHES SHALL BE IN ACCORDANCE WITH ASTM STANDARDS F679, F794, F949 AND D3350/ DE 345434 C.
4. MANHOLES SHALL BE PRECAST. ALL MANHOLES SHALL BE WATER TIGHT. PRECAST MANHOLES SHALL HAVE JOINTS SEALED. ALL RING AND COVERS SHALL INCLUDE AN INTERNAL CHIMNEY SEAL.
5. ALL PIPE OPENINGS IN MANHOLES SHALL INCLUDE COUPLINGS WITH "O" RING RUBBER GASKETS.
6. STUBOUTS OUT OF MANHOLES SHALL BE FITTED WITH A STOPPER AND CAP. STUBOUTS SHALL BE A MINIMUM OF 5 FEET FROM MANHOLE AND BE SUPPORTED BY A CONCRETE CRADLE.
7. ALL DROP MANHOLES SHALL BE OF THE EXTERNAL TYPE.
8. MANHOLES SHALL BE VENTED IN ACCORDANCE WITH TCEQ REQUIREMENTS.
9. ALL SANITARY SEWER PIPE SHALL BE TESTED (NCTCOG ITEM 507.5) AFTER CONSTRUCTION. TESTING SHALL INCLUDE PRESSURE TESTING, MANDREL TEST (TCEQ REQUIRED) AND COLOR TV INSPECTION. COLOR TV INSPECTION SHALL BE COMPLETED IN PRESENCE OF CITY REPRESENTATIVE AND THE ORIGINAL VHS FORMATTED TAPE SHALL BE GIVEN TO THE CITY AT THE COMPLETION OF THE INSPECTION.
10. MANHOLES SHALL BE VACUUM TESTED IN THE PRESENCE OF THE CITY REPRESENTATIVE.
11. NO END-OF-LINE CLEANOUTS WILL BE ALLOWED. TERMINATE SEWER LINES WITH A MANHOLE.

## △ ILLUMINATION

1. STREET LIGHT FOUNDATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH TXU ELECTRIC DETAIL AND NOTES FOR 25' OR 30' MOUNTING HEIGHT ROUND STEEL POLE.
2. PROVIDE SQUARE CONCRETE MOW STRIP 18" FROM OUTSIDE OF POLE TO CORNER USING 3,000 P.S.I. CONCRETE WITH #3 BARS @ 18" AND 1/2" EXPANSION JOINT.
3. SUBDIVISION STREET LIGHTING TO CONFORM TO THE ZONING ORDINANCE. "DECORATIVE STREET LIGHTING SHALL BE PROVIDED ALONG RESIDENTIAL STREETS THROUGHOUT ALL RESIDENTIAL DEVELOPMENTS, PROVIDING LOW ILLUMINATION WITH SOLAR CONTROLS ON DECORATIVE POLES WITH SPACING RANGING FROM 250 FEET TO 350 FEET BETWEEN LIGHTS PLACED ON ALTERNATING SIDES OF THE STREET. A STREET LIGHTING PLAN MUST BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL. THE CITY ENGINEER IS AUTHORIZED TO ALTER THE DISTANCE REQUIREMENT IF NEEDED IN AN EFFORT TO ACHIEVE THE BEST LIGHTING ARRANGEMENT POSSIBLE."

## DETAILS

- SPECIAL DETAILS OR MODIFICATIONS TO THESE STANDARD DETAILS TO BE UTILIZED ON ANY GIVEN PROJECT SHALL BE SUBMITTED TO THE CITY FOR APPROVAL FOR USE.

## △ STREET SIGN SPECIFICATIONS:

- STREET NAME SIGNS FOR ALL INTERSECTIONS BY THE CONSTRUCTION OF A SUBDIVISION SHALL BE FURNISHED AND INSTALLED BY THE DEVELOPER. THE INSTALLATION OF THE STREET SIGNS MUST BE PRIOR TO THE FINAL ACCEPTANCE OF THE SUBDIVISION. THE LEGEND SHALL CONTAIN THE NAME OF THE STREET, ANY SUFFIX AS DESIGNATED ON THE PLAN, AND THE BLOCK NUMBER AS ASSIGNED BY THE CITY. THE SIGN FACE SHALL BE HIP PRISMATIC WHITE W/BLUE EC FILM WITH CITY LOGO. THE SIGN PLATE SHALL BE 9 INCHES TALL AND 0.080 INCHES THICK FLAT BLADE ALUMINUM DRILLED. THE STREET NAME SHALL BE 6 INCH UPPER CASE LETTERS. THE SUFFIX AND BLOCK LETTERS SHALL BE 3 INCHES. ALL LETTERS SHALL BE WHITE. THE SIGNS SHALL BE MOUNTED ON A 2 INCH BY 12 FOOT SQUARE POST WITH A 2.25 INCH BY 36 INCH SQUARE ROUND ANCHOR AND 2.5 INCH BY 18 INCH SLEEVE. THE ANCHOR POST SHALL BE DRIVEN INTO THE GROUND AT A DEPTH OF 30 INCHES. THE STREET NAME SHALL BE MOUNTED 10 FEET FROM THE TOP OF THE CURB MEASURED TO THE BOTTOM OF THE LOWEST SIGN. SIGNS SHALL BE MOUNTED ON SQUARE POSTS USING DRIVE RIVETS, WASHER, SPACE AND CHERRY MAITE RIVETS TO ATTACH ENDS OF SIGN TOGETHER.

## WATER

1. ALL WATER LINE CROSSINGS OF SANITARY SEWER LINES SHALL BE AS SHOWN IN THE PLANS AND MEET TCEQ REQUIREMENTS.
2. PIPES 12 INCHES IN DIAMETER AND SMALLER SHALL BE POLYVINYL CHLORIDE (P.V.C.) MEETING THE REQUIREMENTS OF AWWA C900 DR 18 OR DUCTILE IRON PIPE (D.I.P.) MEETING THE REQUIREMENTS OF AWWA C 151 CLASS 50 PIPE. ALL D.I.P. SHALL BE WRAPPED WITH A POLYETHYLENE LINER.
3. FOR PIPES LARGER THAN 12 INCHES IN DIAMETER, THE PIPE SHALL BE REINFORCED CONCRETE CYLINDER PIPE (AWWA C301 OR AWWA C303), DUCTILE IRON PIPE (AWWA C151 CLASS 50) OR POLYVINYL CHLORIDE PIPE UP TO 18 INCHES MEETING THE REQUIREMENTS OF AWWA C905 - 225 P.S.I. RATED PIPE.
4. ALL VALVES ON PIPES 12 INCHES AND SMALLER SHALL BE RESILIENT SEALED WEDGE VALVES (AWWA C509).
5. ALL VALVES ON PIPES LARGER THAN 12 INCHES BUT SMALLER THAN 30 INCHES SHALL BE BUTTERFLY VALVES (AWWA C504) OR WEDGE VALVES (AWWA C509).
6. ALL VALVES ON PIPES 30 INCHES AND LARGER SHALL BE BUTTERFLY VALVES (AWWA C504).
7. EMBEDMENT SHALL BE AS SHOWN IN THE PLANS. BACKFILL WITHIN THE LIMITS OF EXISTING AND PROPOSED PAVEMENT SHALL BE COMPACTED TO 95% STANDARD PROCTOR. OUTSIDE PAVEMENT (EXISTING OR PROPOSED) SHALL BE COMPACTED TO MINIMUM OF 92% STANDARD PROCTOR. ALL COMPACTION SHALL BE BY MECHANICAL METHODS.
8. WATER LINES SHALL BE PRESSURE TESTED IN ACCORDANCE WITH NCTCOG ITEM 506. ALL WATER LINES SHALL BE SWABBED IN THE PRESENCE OF THE INSPECTOR PRIOR TO BACKFILLING.
9. ALL HORIZONTAL AND VERTICAL BENDS SHALL BE BLOCKED.
10. ALL FITTINGS SHALL INCLUDE MEGALUG CONNECTORS.
11. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 24" x 24" SQUARE REINFORCED CONCRETE PAD.
12. ALL WATER LINES SHALL BE SWABBED IN THE PRESENCE OF THE INSPECTOR PRIOR TO BACKFILL.

## SCREENING WALLS

1. CONCRETE - MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I. @ 28 DAYS.
2. REINFORCEMENT - ASTM A-36.
3. MASONRY - COMPRESSIVE STRENGTH SHALL BE PRESCRIBED IN ITEM 2.3.6 SPECIAL PROVISIONS.
4. WIND LOAD FOR DESIGN - 20 P.S.F.
5. PIER BEARING STRESSES - SEE BRICK SCREENING WALL NOTES.
6. MORTAR - TYPE "S".
7. PROVIDE CONTROL JOINTS AT 50 FEET.
8. PROVIDE EXPANSION JOINTS AT 200 FEET CENTER MAXIMUM.
9. PROVIDE PIER WITH MINIMUM 9 FOOT W/ 24 INCH DIAMETER BELL IN CLAY OR OTHER MATERIAL EXCEPT BLUE SHALE. 6 FOOT MINIMUM WITH 3 FOOT MINIMUM INTO BLUE SHALE.
10. ALL EXPOSED CONCRETE SHALL BE CLASS 2 RUBBED FINISHED SURFACE.
11. SIDEWALKS ADJACENT TO WALLS MUST BE 5-FOOT MINIMUM WIDTH FROM ALL PORTIONS OF THE WALL (INCLUDING PLASTER, COLUMNS, ETC.).
12. MAXIMUM PLASTER SPACING 40 FEET.
13. WALLS SHALL NOT BE PLACED IN THE VISIBILITY EASEMENT OR STREET RIGHT OF WAY.
14. THE WALL SHALL BE A MINIMUM OF EIGHT FEET IN HEIGHT AS MEASURED FROM THE NEAREST ALLEY EDGE OR SIDEWALK GRADE, WHICHEVER IS THE HIGHER. THE COLOR OF THE WALL SHALL BE LIMITED TO EARTH-TONE COLORS, EXCLUDING GRAY, GREEN AND WHITE. THE COLOR OF THE WALL SHALL BE UNIFORM ON EACH SIDE OF A THOROUGHFARE FOR THE ENTIRE LENGTH BETWEEN INTERSECTING THOROUGHFARES, UNLESS OTHERWISE APPROVED BY THE CITY'S PUBLIC WORKS DEPARTMENT. THE FINISH OF THE WALL SHALL BE CONSISTENT ON ALL SURFACES.
15. IF WROUGHT IRON FENCING IS TO BE UTILIZED ON REQUIRED SCREENING, ALL WROUGHT IRON MUST BE SOLID STOCK, NO TUBULAR STEEL WILL BE ALLOWED.

NO.	REVISION	BY	DATE
△	ADD PAVING NOTE 21	JCH	7/08/09
△	ADD STORM SEWER NOTE 13	JCH	9/19/08
△	ADD PAVING NOTE 20 AND REUSE NOTE 12 & 15	JCH	8/08/08
△	ADD PAVING NOTE 19	JCH	9/12/07
△	DELETE STORM SEWER PARAGRAPH NO. 9	JCH	5/10/07
△	ADD STREET SIGN SPECIFICATIONS & ILLUMINATION REQUIREMENTS	JCH	1/5/07
△	REUSE PAVING NOTES NO. 1 & 5	JCH	5/16/06

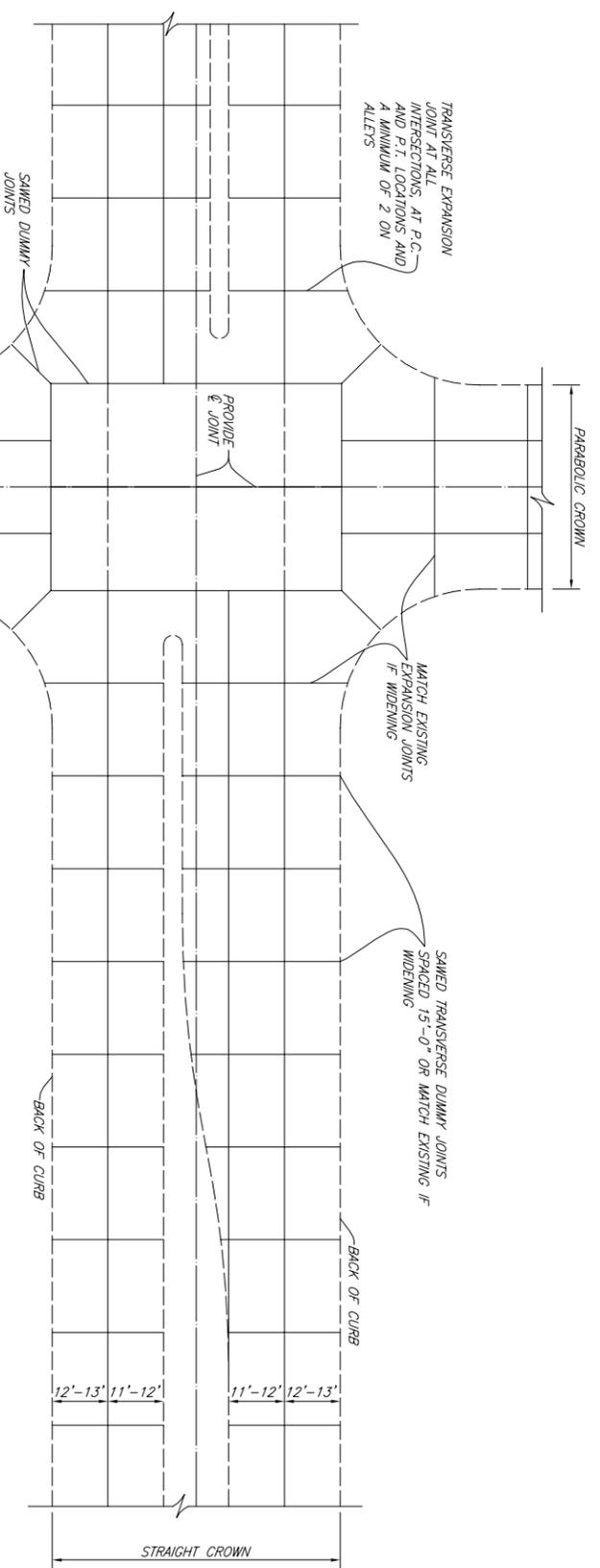
## CITY OF WYLIE, TEXAS

### STANDARD CONSTRUCTION DETAILS

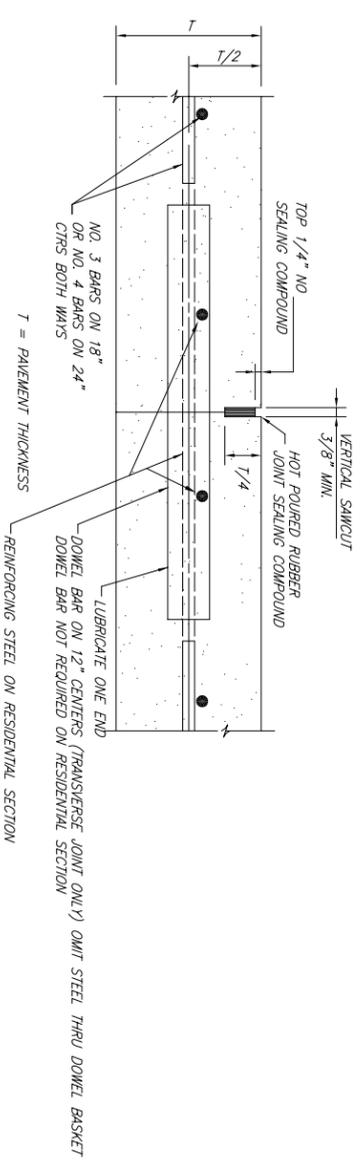
### GENERAL NOTES

DATE: APRIL, 2005

STANDARD CONSTRUCTION DETAILS



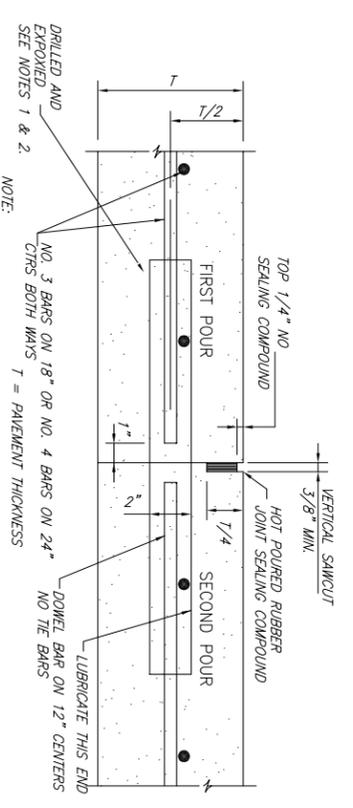
**SPACING DIAGRAM FOR TRANSVERSE JOINTS**  
(ROADWAYS AND ALLEYS)



**TRANSVERSE AND LONGITUDINAL SAWED DUMMY JOINT**

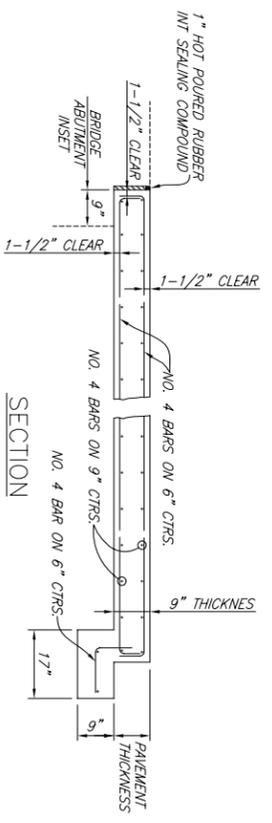
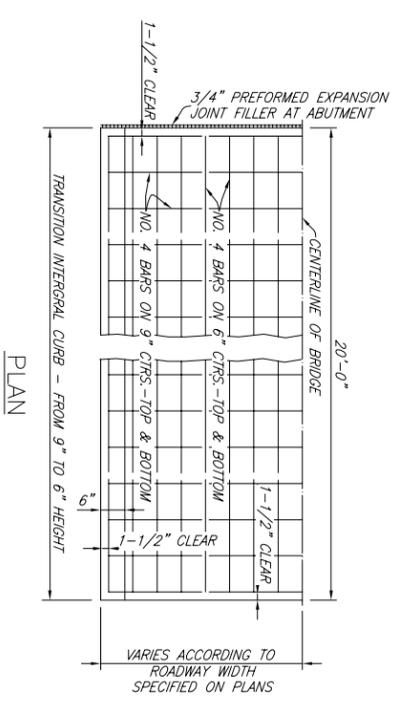
- NOTE:
1. DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE.
  2. JOINT PREPARATION AND SEALANT APPLICATION: PRIOR TO SEALING THE JOINT, SURFACES SHALL BE CLEANED OF ALL DIRT, LANTANCE AND ANY OTHER FOREIGN MATERIAL. AFTER SAWING, IMMEDIATELY FLUSH THE JOINTS WITH HIGH PRESSURE WATER BLAST TO REMOVE THE MAJORITY OF THE SAW SLURRY. JUST PRIOR TO APPLYING THE SEALANT, THE REMAINING RESIDUE MUST BE REMOVED BY SANDBLASTING.
  3. ALL JOINT FACES MUST BE ADEQUATELY SANDBLASTED TO REMOVE ALL TRACES OF SAWING RESIDUE.
- Δ 3. ALL SAWING RESIDUE GENERATED DURING THE INITIAL SAWING MUST BE REMOVED BY VACUUMING AND DISPOSED OF IN ACCORDANCE WITH T.C.E.Q. REQUIREMENTS.

DOWEL BAR SCHEDULE			
SLAB DEPTH INCHES	DOWEL DIAMETER INCHES	DOWEL LENGTH INCHES	
5	5/8	14	
6	3/4	16	
7	7/8	16	
8	1	18	
9	1-1/8	18	



- NOTE:
1. SEE DOWEL BAR SCHEDULE.
  2. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL ROD. HAND DRILLING NOT ACCEPTABLE AND PUSHING DOWEL BARS INTO GREEN CONCRETE IS NOT ACCEPTABLE. DAMAGE TO EXISTING PAVEMENT SHALL BE REMOVED BY CONTRACTOR AND JOINT CONSTRUCTED AT CONTRACTORS EXPENSE.
  3. DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE.
  4. PRIOR TO EPOXY APPLICATION, DRILL HOLES SHALL BE BLOWN CLEAN WITH HIGH PRESSURE AIR.

**TRANSVERSE AND LONGITUDINAL CONSTRUCTION JOINT**



**BRIDGE APPROACH SLAB SECTION**

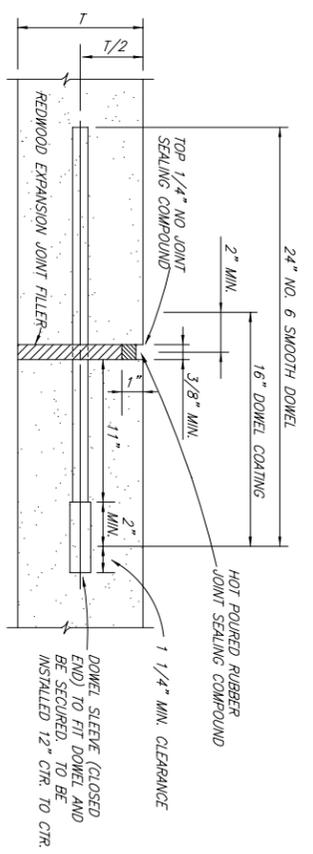
NO.	REVISION	BY	DATE
Δ	ADDED NOTE 3 TO SAWED DUMMY JOINT DETAIL	JCH	06/11/08
Δ	REVISED SAWED DUMMY JOINT DETAIL	JCH	02/11/08

**CITY OF WYLIE, TEXAS**

**STANDARD CONSTRUCTION DETAILS**

**PAVING / JOINTS**

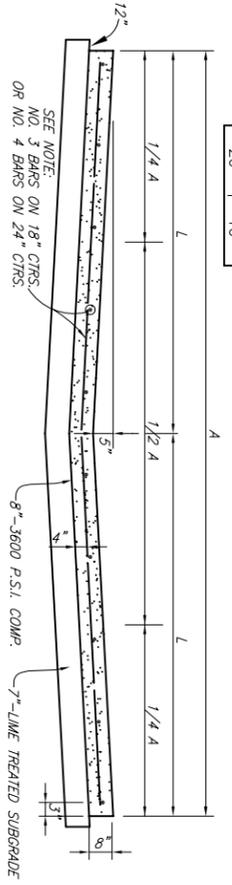
**TRANSVERSE EXPANSION JOINT**



- TRANSVERSE EXPANSION JOINT NOTES:
1. DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE.
  2. TRANSVERSE EXPANSION JOINTS SHALL BE LOCATED AT ALL INTERSECTIONS.

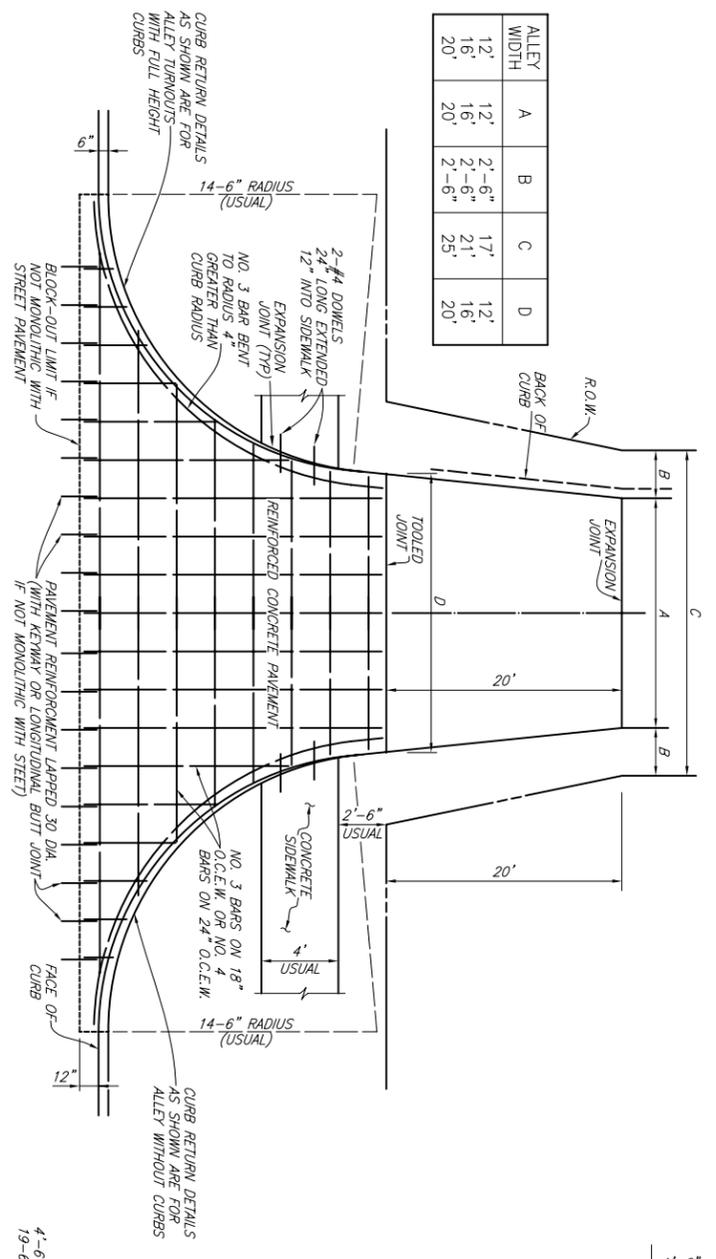
ALLEY WIDTH (A)	HALF WIDTH (L)
12'	6'
16'	8'
20'	10'

- NOTE:
- CONTRACTOR SHALL PROVIDE NO. 3 BARS ON 12" CTRS OR NO. 4 BARS ON 18" CENTERS FOR OUTSIDE 1/4 ALLEY WIDTH AND PROVIDE NO. 3 BARS ON 18" CTRS OR NO. 4 BARS ON 24" CENTERS FOR MIDDLE 1/2 ALLEY WIDTH.
  - CONTRACTOR MAY AT HIS OPTION USE NO. 3 BARS ON 12" CTRS OR NO. 4 BARS ON 18" CTRS FOR ENTIRE ALLEY WIDTH AT NO ADDITIONAL COST TO THE CITY.

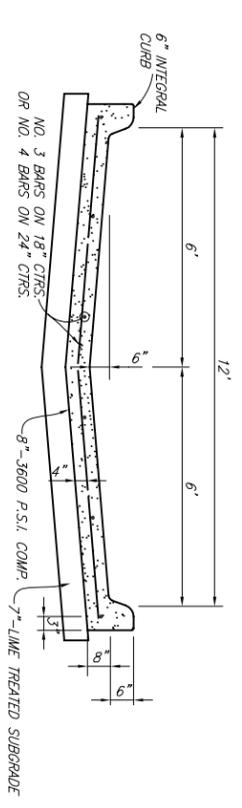


**STANDARD 12, 16' & 20' ALLEY SECTION**

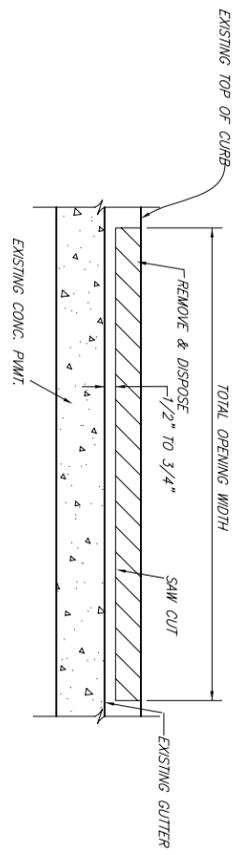
ALLEY WIDTH	A	B	C	D
12'	12'	2'-6"	17'	12'
16'	16'	2'-6"	21'	16'
20'	20'	2'-6"	25'	20'



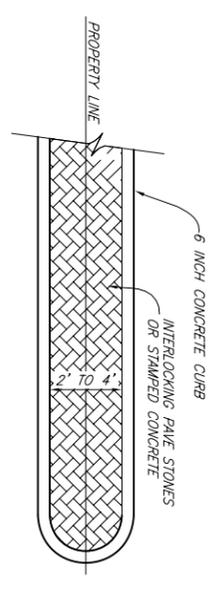
**ALLEY RETURN DETAILS**



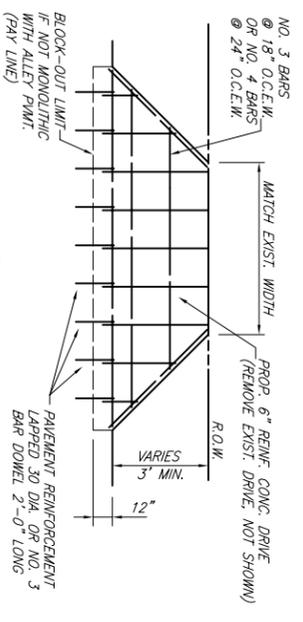
**STANDARD ALLEY SECTION WITH CURBS**



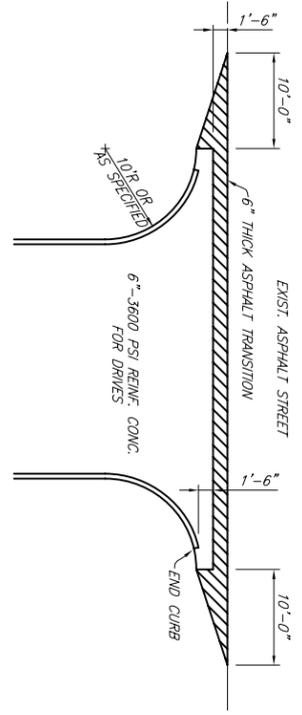
**DRIVEWAY OR ALLEY CURB CUT**



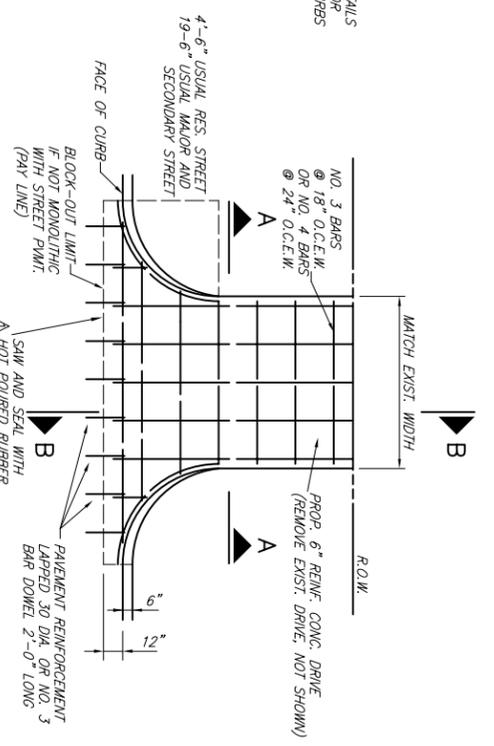
**MEDIAN AT DRIVEWAYS SPLIT BY PROPERTY LINE**



**DRIVEWAY RETURN TO ALLEY**



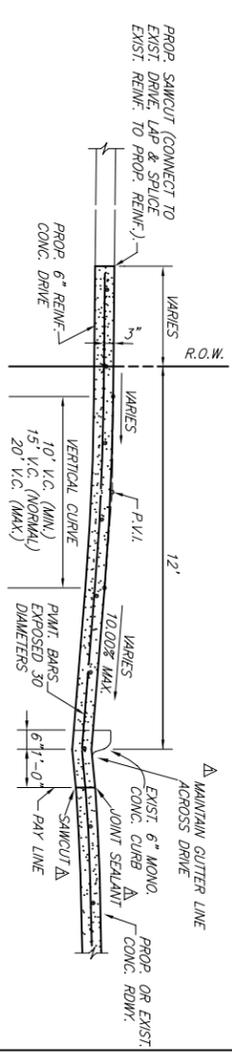
**TYPICAL DRIVE OR STREET CONNECTION TO EXISTING ASPHALT STREET**



**DRIVEWAY RETURN TO STREET**

NOTE: FINISHED GRADING WITHIN THE R.O.W. SHALL BE BROADCAST SEEDED. WHERE PROPOSED DRIVEWAY CONSTRUCTION GOES BEYOND THE R.O.W. AND INTO PRIVATE PROPERTY, THE FINISHED GRADING SHALL BE BLOCK SLOTTED TO RESTORE THE LANDSCAPING TO ITS PRE-CONSTRUCTION APPEARANCE.

**SECTION A-A**



**SECTION B-B**



**DRIVEWAY RETURN SECTIONS**

NO.	REVISION	BY	DATE
A	REUSE DRIVEWAY NOTES	JCH	9/04/07

**CITY OF WYLIE, TEXAS**

STANDARD CONSTRUCTION DETAILS

**PAVING / ALLEY / DRIVEWAYS**

DATE: APRIL, 2005

SHEET: STD-05\_R