



COMPETITIVE SEALED BID

W2016-10-B

for

**CALDWELL ESTATES ADDITION
SIDEWALK A.C.T.I.O.N. PROJECT**

*BIDS ARE DUE TO THE PURCHASING DEPARTMENT
PRIOR TO:*

October 30, 2015 @ 3:00 p.m. CDT

LATE BIDS WILL NOT BE ACCEPTED

BIDS MAY BE SENT VIA DELIVERY SERVICE or U.S. POSTAL SERVICE to:

**GLENN A HAYES C.P.M.,
PURCHASING AGENT
CITY OF WYLIE
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098
glenna.hayes@wylitetexas.gov**

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 FOR BIDDING

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: www.wylieneews.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.
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/finance/purchasing.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 ninety-six (96) hours prior to consideration by the City Council by emailing: purchasing@wylietexas.gov.

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. 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, Accounts Payable, 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. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. **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.
44. **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.
45. **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.
46. **INDEMNIFICATION:** **VENDOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES 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 INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF VENDOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM VENDOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY VENDOR PURSUANT TO THIS AGREEMENT, REGARDLESS**

OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "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 VENDOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE VENDOR, 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. VENDOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, THEN VENDOR 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 VENDOR 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 VENDOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF VENDOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. VENDOR 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 VENDOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND VENDOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO VENDOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN VENDOR'S OPINION IS LIKELY TO OCCUR, VENDOR 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. VENDOR 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 VENDOR TO CITY WHETHER MANUFACTURED BY VENDOR OR A THIRD PARTY. VENDOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY VENDOR 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 HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE VENDOR.

47. **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 VENDOR 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 VENDOR 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 VENDOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting VENDOR.

48. **REMEDIES:** the Vendor 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.
49. **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.
50. **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 Vendor warrants that Vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Vendor warrants that Vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

The Vendor also warrants that all employees are properly classified in accordance with Chapter 214.008 of the Labor Code.

51. **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. 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

END OF SECTION

**W2016-10-B
CALDWELL ESTATES ADDITION
SIDEWALK A.C.T.I.O.N. PLAN**

The City of Wylie is accepting competitive sealed bids for the Caldwell Estates Addition Sidewalk A.C.T.I.O.N. (Accountable Communities Through the Involvement of Neighborhoods) Plan. 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 rehabilitation and installation of sidewalks located within the Caldwell Estates Addition, Wylie, Texas (as indicated in attached map).

ESTIMATED BUDGET \$120,000.00

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

October 26, 2015 @ 12:00 noon

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.

Glenna Hayes C.P.M.
Purchasing Agent, City of Wylie
glenna.hayes@wylietexas.gov

SUBMISSION of BIDS

October 30, 2015 prior to 3:00 p.m. CST

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. W2016-10-B CALDWELL ESTATES ADDITION
SIDEWALK A.C.T.I.O.N. PLAN**

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.

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 Cty)

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



Insurance Requirements

By submitting a quote or bid the vendor is acknowledging the insurance requirements, and is asserting that if awarded a written contract or purchase order, the vendor will comply with all insurance requirements as specified herein within 10 days of request by the City. Should the Vendor fail to submit the required insurance certificate within 10 days of request, vendor understands that they shall be deemed non-responsive and forfeit any applicable bid bond. Vendor also acknowledges that in award of a contract, the bid specification and subsequent purchase order constitutes a written contract and all insurance requirements are in effect.

Vendors performing work on City property or public right-of-way for the City of Wylie shall provide the City a certificate of insurance and accompanying endorsement pages evidencing the coverage and coverage provisions identified herein. Vendors shall provide the City evidence that any/all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the Vendor’s policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Wylie.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Vendors under this agreement. The Vendor shall assess its own risks, and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Vendor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Minimum Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability (including tort liability of another in a business contract) f) Product Damage to City Property or others.	\$1,000,000 per occurrence, \$2,000,000 general aggregate; Or \$2,000,000 Products/Completed Operations Aggregate	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating
Business Auto Liability	\$500,000 each accident	City to be listed as additional insured
Workers’ Compensation & Employers’ Liability	\$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease	City to be provided a Waiver of Subrogation

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

I. SCOPE OF WORK

The City of Wylie is accepting competitive sealed bids for the Caldwell Estates Addition Sidewalk A.C.T.I.O.N. Plan. 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 rehabilitation and installation of sidewalks located within the Caldwell Estates Addition, Wylie, Texas (as indicated in attached map).

REFERENCES:

- See site exhibits for relevant locations.
- See TxDOT ADA Ramp Standard PED-12A (attached)
- See http://www.wylietexas.gov/departments/engineering/standard_construction_details.php for all relevant Standard Details

PROJECT: (See attached maps)

Demo existing earthwork, bring to grade, prepare base and install approximately 2,000 linear feet of new, standard 4-inch thick sidewalk.

- Sawcut, demo and replace approximately 640 square feet of existing sidewalk at various locations within project site.
- On Pirate Drive:
 - One (1) elevated section of sidewalk on four (4) piers at the location as shown with yellow pin near western limit of Pirate Drive.
 - Install seven (7); 10 ft. long section of 6-inch thick concrete sidewalk centered on the gate openings and installed in the locations shown with red dashes (and one yellow pin) on Pirate Drive.
- Install 8 ADA accessible ramps at the locations shown with yellow pins and labeled (ramp). A portion of the 300 ft. of curb work is adjacent to each of the ADA ramps.
- Demo and replace approximately 300 linear feet of existing curb at accessible ramp locations partially covered by overlay and bring back to grade.
- Asphalt and asphalt patch at all accessible ramp locations.
- Restore adjacent edges of new sidewalk and ramps with sod to match existing.
- Haul off and properly dispose of excess dirt and materials.
- Provide a traffic control plan for City review and approval.
- 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.

II. VENDOR REQUIREMENTS

A. **WORK SCHEDULING**

1. All work is to be performed between the hours of 7:00AM to 7:00PM; (Mon-Fri); 9:00 AM to 7:00PM (Saturday).

C. **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 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 in to storm water watershed areas.

IV. VENDORS SUBMITTALS

Exhibit "A" - Bid Form

Exhibit "B" - Client Work History All bidders to provide a history of work of similar size or scope. Work history should not contain work *not directly performed by Vendor's Company*.

Exhibit "C" - Site Visit Affidavit

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

Exhibit "E" - Certification Of Compliance With Immigration Law

Exhibit "F" - Affidavit Of No Prohibited Interest

Exhibit "G" - Conflict of Interest Questionnaire

Exhibit "H" - Vendor Acknowledgement Form

END OF SECTION

EXHIBIT "A"
W2016-10-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 rehabilitation and installation of sidewalks located within the Caldwell Estates Addition, Wylie, Texas (as indicated on attached maps).

Item	Pricing	Total
Demo existing earthwork, bring to grade, prepare base and install approximately 2,000 linear feet of new, standard 4-inch thick sidewalk as shown on site exhibit.	\$ LF	\$
Sawcut, demo and replace approximately 640 square feet of existing sidewalk at various locations within project site.	\$ Lump Sum	\$
On Pirate Drive:		
<ul style="list-style-type: none"> Install one (1) elevated section of sidewalk on four (4) piers at the location as shown on exhibit with yellow pin near western limit of Pirate Drive. 	\$ LF	\$
<ul style="list-style-type: none"> Install seven (7); 10 ft. long section of 6-inch thick concrete sidewalk centered on the gate openings and installed in the locations shown on exhibit with red dashes (and one yellow pin) on Pirate Drive. 	\$ LF	\$
Install 8 ADA accessible ramps at the locations shown with yellow pins and labeled (ramp). See TxDOT Standard details above.	\$ Each	\$

Demo and replace approximately 300 linear feet of existing curb at accessible ramp locations partially covered by overlay and bring back to grade.	\$	Lump Sum	\$
Asphalt and asphalt patch at all accessible ramp locations.	\$	Lump Sum	\$
Restore adjacent edges of new sidewalk and ramps with sod to match existing.	\$	Lump Sum	\$
Haul off and properly dispose of excess dirt and materials.	\$	Lump Sum	\$
		TOTAL	\$

END OF SECTION

EXHIBIT "B"
W2016-10-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 project and number of linear feet

2. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of project and number of linear feet

3. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of project and number of linear feet:

4. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of project and number of linear feet

5. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of project and number of linear feet

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) _____

**EXHIBIT "C"
W2016-10-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

EXHIBIT "D"
W2016-10-B

INSURANCE CERTIFICATES

Vendors to attach insurance certificates which confirm coverage as required by the City.

EXHIBIT "E"
W2016-10-B

CERTIFICATION OF COMPLIANCE

VENDOR CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

Vendor CERTIFICATION: Vendor certifies that it has complied with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to its employees/laborers and that employment eligibility has been verified by Vendor for all persons who will provide services to City.

Vendor INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN VENDOR AND THE CITY OF WYLIE, VENDOR 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 VENDOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.

By: _____ Date: _____

Name: _____

Title: _____

Vendor: _____

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

EXHIBIT "G"

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 in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date



EXHIBIT "H"
W2016-10-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 bid/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 _____

Copyright NCTCOG

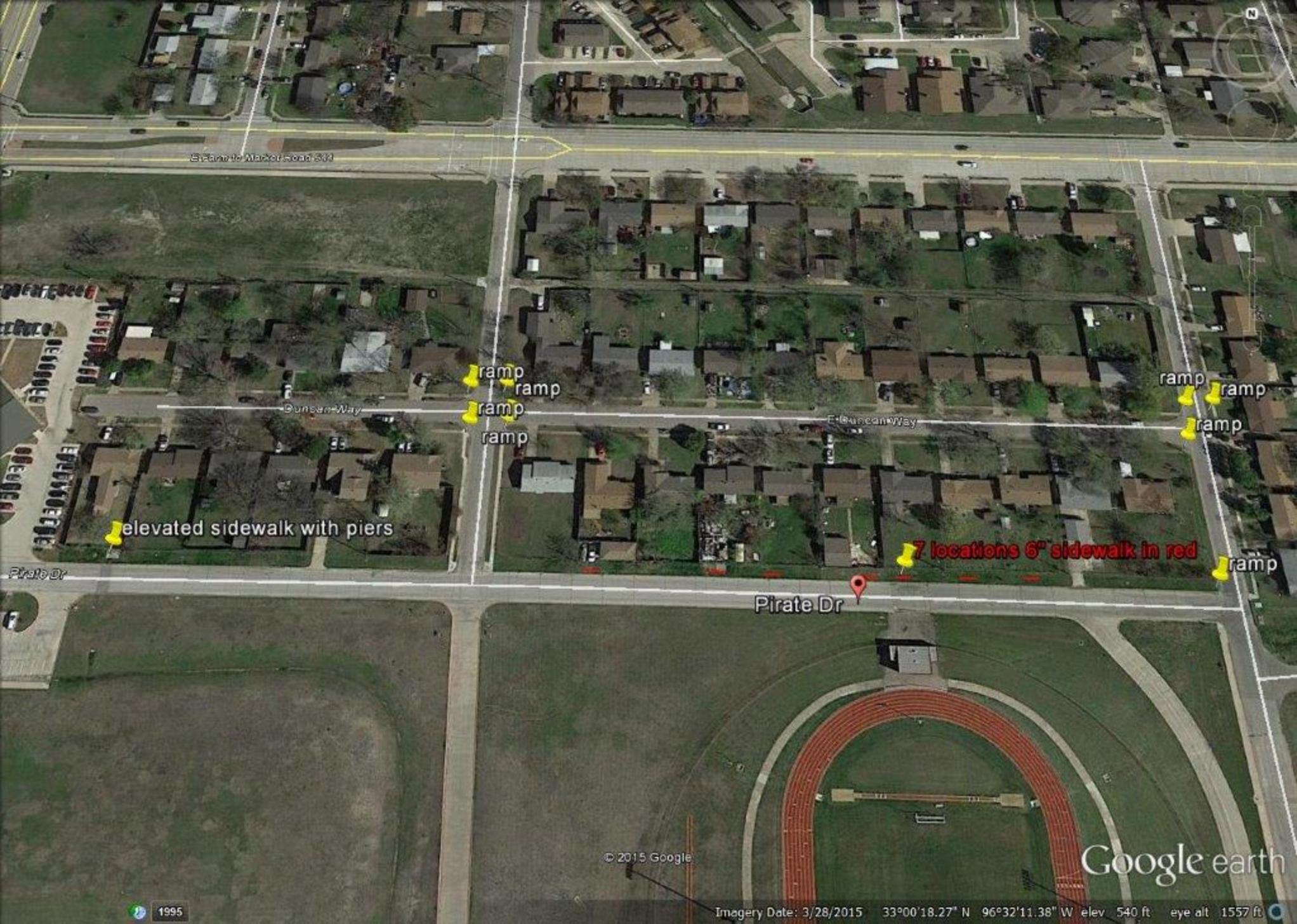


My Map
DFWMaps.com

DISCLAIMER

This data has been compiled for NCTCOG. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.





S Pine to Market Road 343

Guntan Way

E Duncan Way

Pirate Dr

ramp
ramp
ramp
ramp

ramp
ramp
ramp

ramp

elevated sidewalk with piers

7 locations 6" sidewalk in red

© 2015 Google

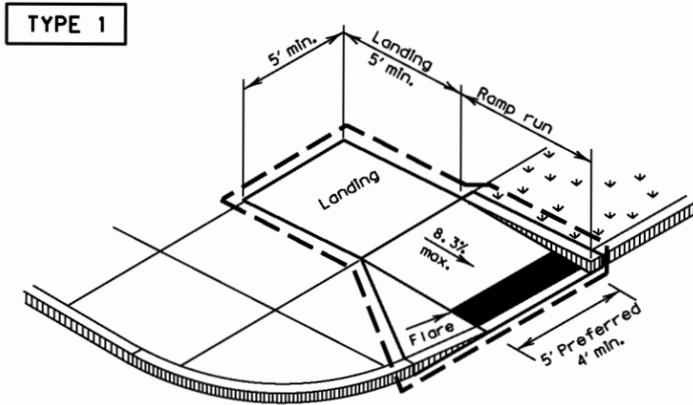
Google earth

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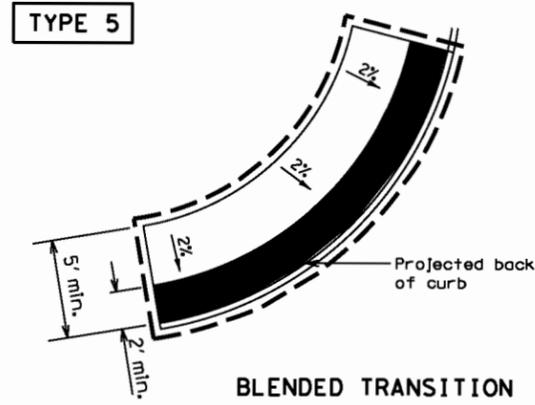
Imagery Date: 3/28/2015 33°00'18.27" N 96°32'11.38" W elev 540 ft eye alt 1557 ft

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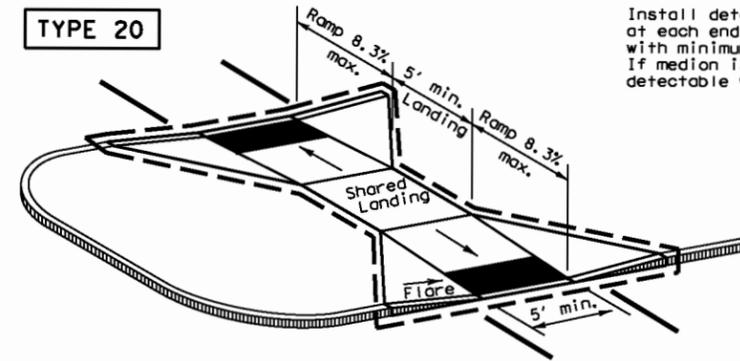
DATE: FILE:



PERPENDICULAR CURB RAMP

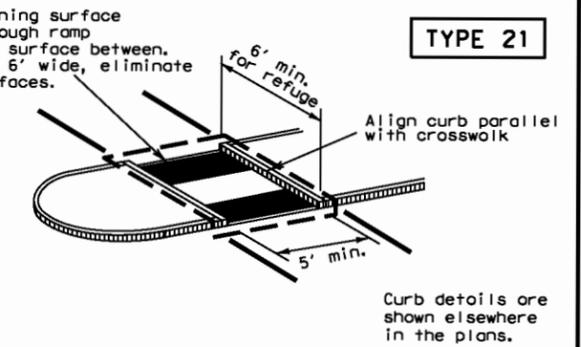


BLENDED TRANSITION



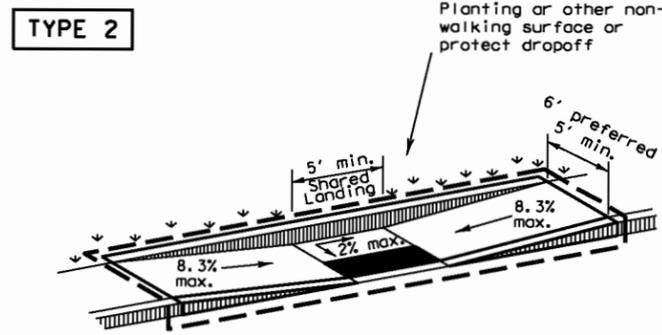
CURB RAMPS AT MEDIAN ISLANDS

Install detectable warning surface at each end of cut-through ramp with minimum 2' smooth surface between. If median is less than 6' wide, eliminate detectable warning surfaces.



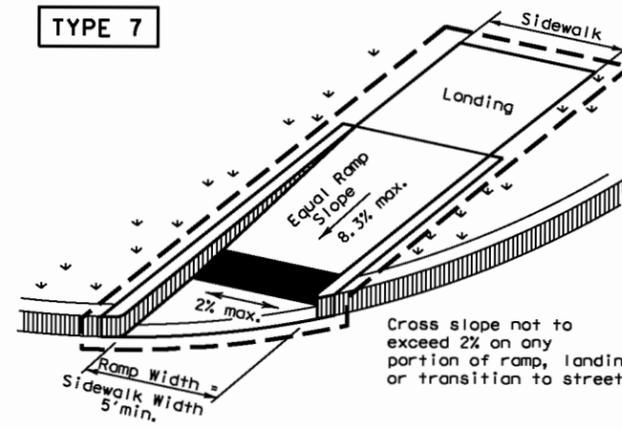
TYPE 21

Align curb parallel with crosswalk. Curb details are shown elsewhere in the plans.



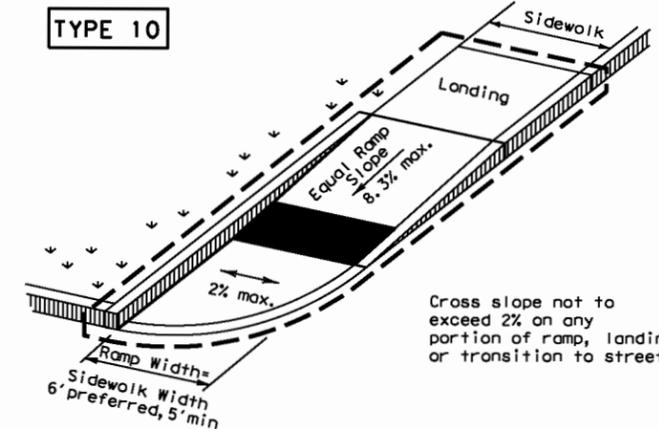
PARALLEL CURB RAMP

(Use only where water will not pond in the landing.)



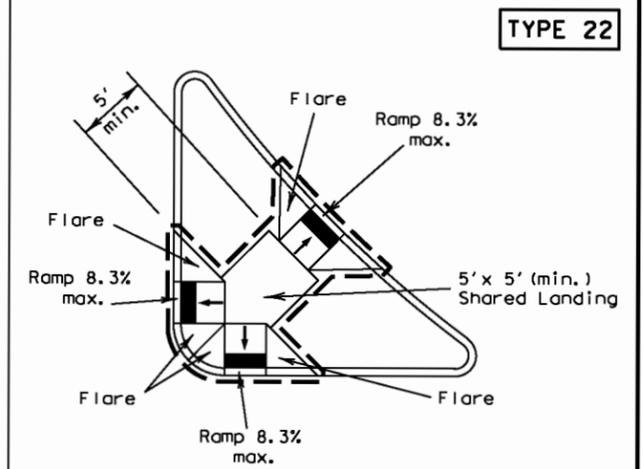
(Sidewalk set back from curb)

DIRECTIONAL RAMPS WITHIN RADIUS



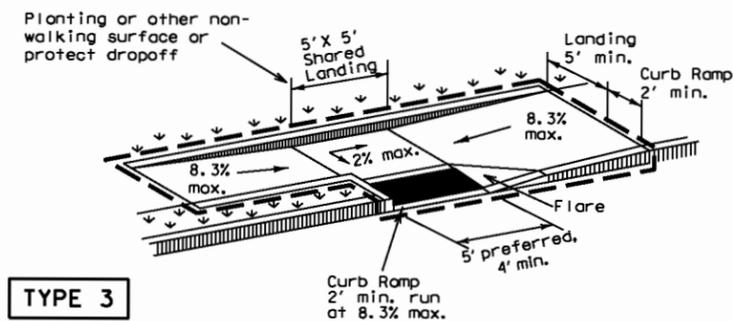
(Sidewalk adjacent to curb)

Cross slope not to exceed 2% on any portion of ramp, landing or transition to street.



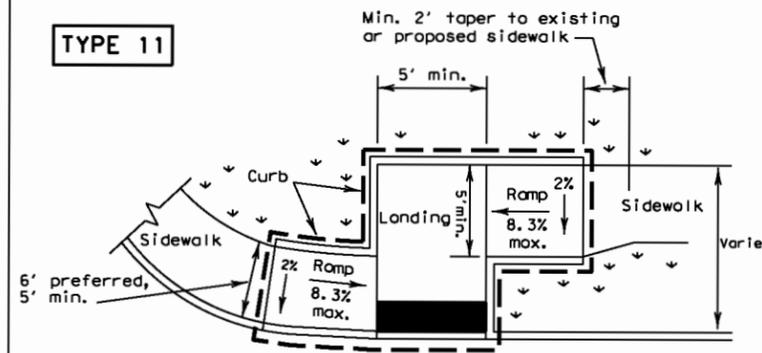
TYPE 22

COMBINATION ISLAND RAMPS

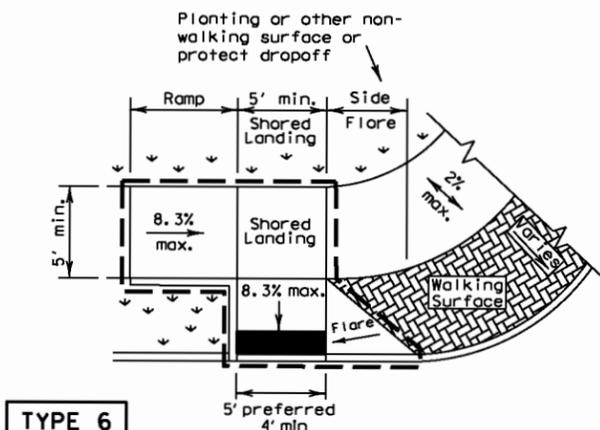


TYPE 3

Curb Ramp 2' min. run at 8.3% max.



OFFSET PARALLEL CURB RAMP



TYPE 6

COMBINATION CURB RAMPS

NOTES / LEGEND:

See General Notes on sheet 2 of 4 for more information.

Denotes planting or non-walking surface not part of pedestrian circulation path.

— Ramp Limits of Payment

■ Detectable Warning Surface

SHEET 1 OF 4

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES
CURB RAMPS

PED-12A

FILE: ped12A.dgn	DW: TxDOT	CK: PK	DW: TxDOT	CK: HD
© TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
VP June 13, 2012	DIST	COUNTY	SHEET NO.	

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DATE: FILE:

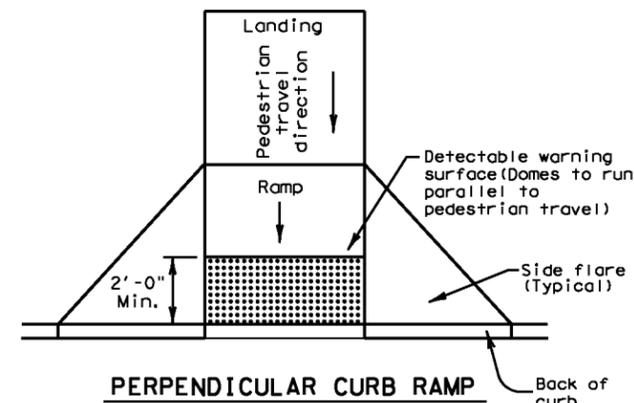
General Notes

Curb Ramps

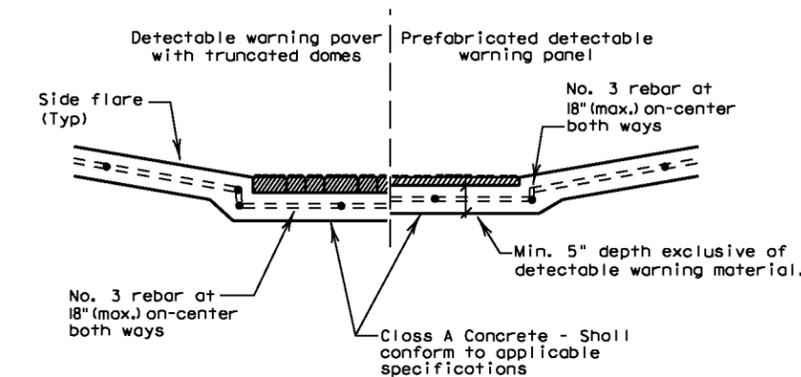
1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Lesser slopes that will still drain properly should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 5' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 4' for short distances. 5' x 5' passing areas at intervals not to exceed 200' are required.
4. Landings shall be 5' x 5' minimum with a maximum 2% slope in any direction.
5. Maneuvering space at the bottom of curb ramps shall be a minimum of 4' x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
6. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 68.102.
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Handrails are not required on curb ramps. Provide curb ramps wherever an accessible route crosses (penetrates) a curb.
13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 "Sidewalks".
14. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
15. Provide a smooth transition where the curb ramps connect to the street.
16. Curbs shown on sheet 1 within the limits of payment are considered part of the curb ramp for payment, whether it is concrete curb, gutter, or combined curb and gutter.
17. Existing features that comply with TAS may remain in place unless otherwise shown on the plans.

Detectable Warning Material

18. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with Section 705 of the TAS. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark brown or dark red detectable warning surface material adjacent to uncolored concrete, unless specified elsewhere in the plans.
19. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
20. Detectable warning surfaces must be slip resistant and not allow water to accumulate.
21. Detectable warning surfaces shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
22. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb. Align the rows of domes to be perpendicular to the grade break between the ramp run and the street. Detectable warning surfaces may be curved along the corner radius.
23. Shaded areas on Sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp type.



PERPENDICULAR CURB RAMP
Typical placement of detectable warning surface on sloping ramp run.



SECTION: CURB RAMP AT DETECTABLE WARNING

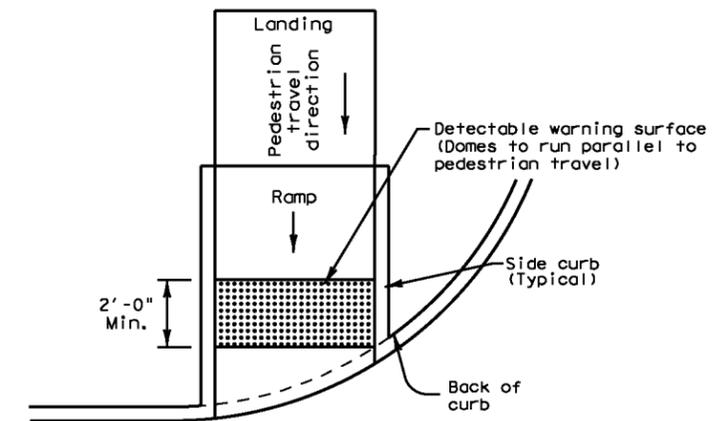
DETECTABLE WARNINGS

Detectable Warning Pavers

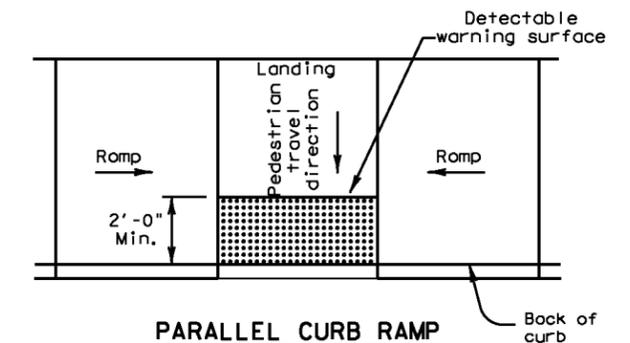
24. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
25. Lay full-size units first followed by closure units consisting of at least 25 percent of a full unit. Cut detectable warning paver units using a power saw.

Sidewalks

26. Provide clear ground space at operable parts, including pedestrian push buttons. Operable parts shall be placed within one or more reach ranges specified in TAS 308.
27. Place traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
28. Street grades and cross slopes shall be as shown elsewhere in the plans.
29. Changes in level greater than 1/4 inch are not permitted.
30. The least possible grade should be used to maximize accessibility. The running slope of sidewalks and crosswalks within the public right of way may follow the grade of the parallel roadway. Where a continuous grade greater than 5% must be provided, handrails may be desirable to improve accessibility. Handrails may also be needed to protect pedestrians from potentially hazardous conditions. If provided, handrails shall comply with TAS 505.
31. Handrail extensions shall not protrude into the usable landing area or into intersecting pedestrian routes.
32. Driveways and turnouts shall be constructed and paid for in accordance with Item "Intersections, Driveways and Turnouts". Sidewalks shall be constructed and paid for in accordance with Item, "Sidewalks".
33. Sidewalk details are shown elsewhere in the plans.



DIRECTIONAL CURB RAMP
Typical placement of detectable warning surface on sloping ramp run.



PARALLEL CURB RAMP
Typical placement of detectable warning surface on landing at street edge.

SHEET 2 OF 4

Texas Department of Transportation
Design Division Standard

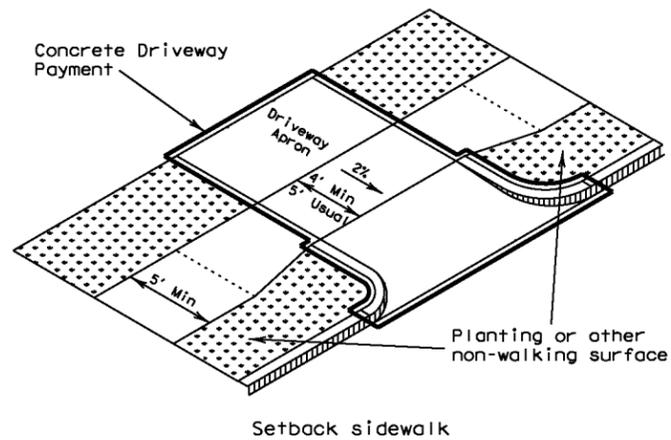
PEDESTRIAN FACILITIES CURB RAMPS

PED-12A

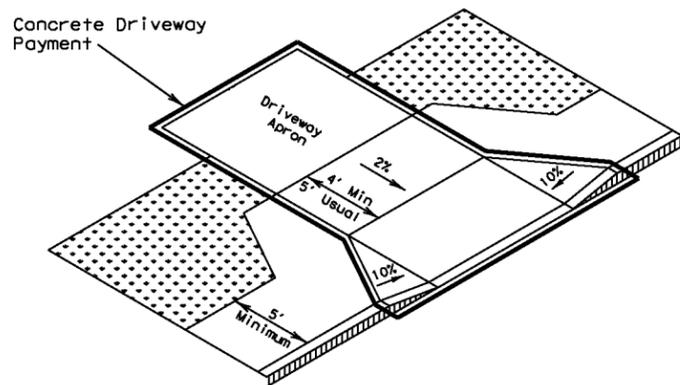
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© TxDOT March 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
VP June 13, 2012	DIST	COUNTY	SHEET NO.	

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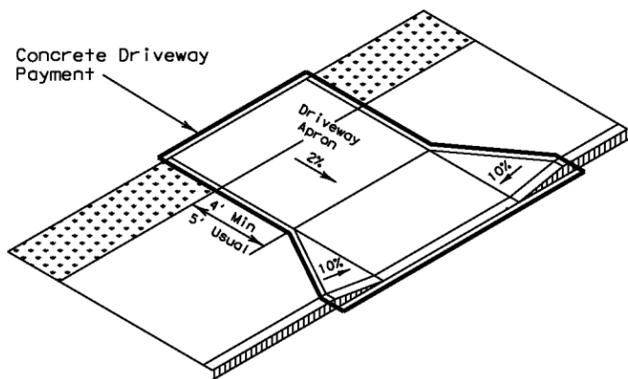
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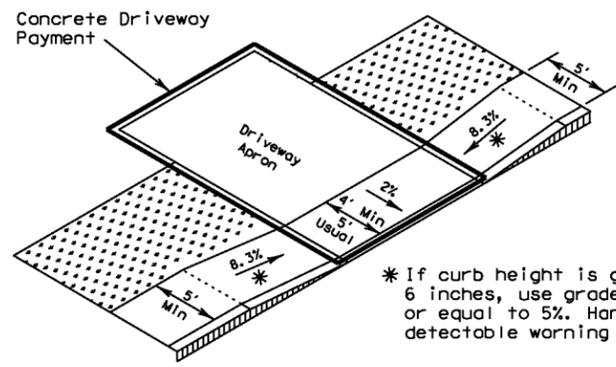
Setback sidewalk



Apron offset sidewalk



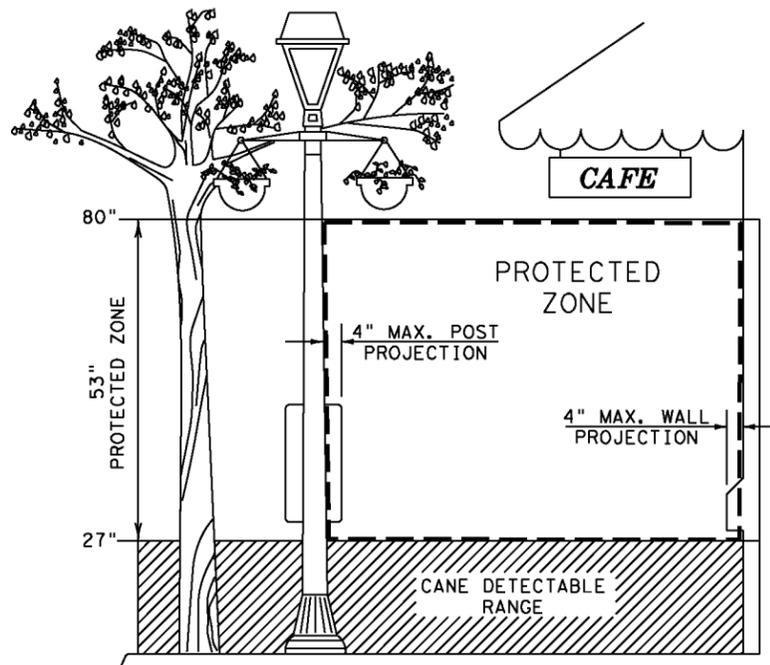
Wide sidewalk



* If curb height is greater than 6 inches, use grade less than or equal to 5%. Handrail and detectable warning not required.

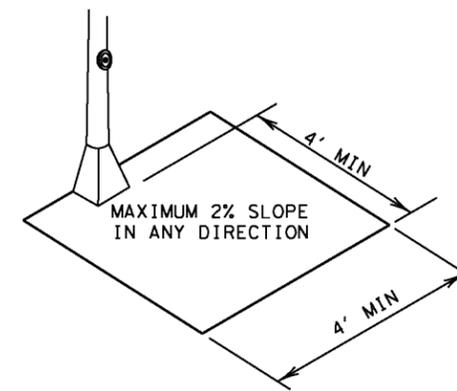
Ramp sidewalk

SIDEWALK TREATMENT AT DRIVEWAYS

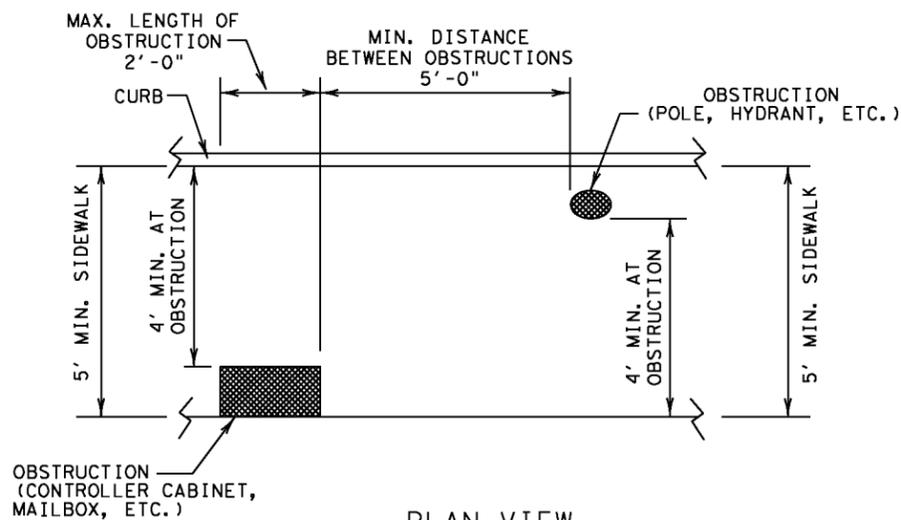


PROTECTED ZONE

In pedestrian circulation area, maximum 4" projection for post or wall mounted objects between 27" and 80" above the surface.

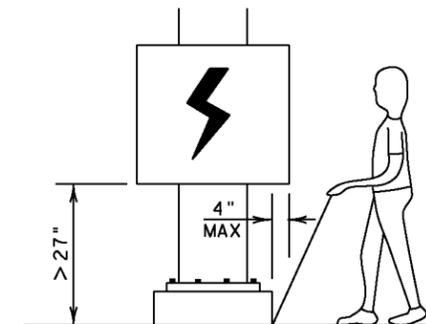


CLEAR GROUND SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON

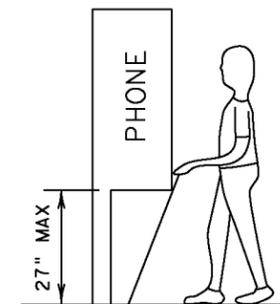


**PLAN VIEW
PLACEMENT OF STREET FIXTURES**

(ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' x 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.)



When an obstruction of a height greater than 27" from the surface would create a protrusion of more than 4" into the pedestrian circulation area, construct additional curb or foundation at the bottom to provide a maximum 4" overhang.



Protruding objects of a height $\leq 27"$ are detectable by cane and do not require additional treatment.

DETECTION BARRIER FOR VERTICAL CLEARANCE < 80"

SHEET 3 OF 4

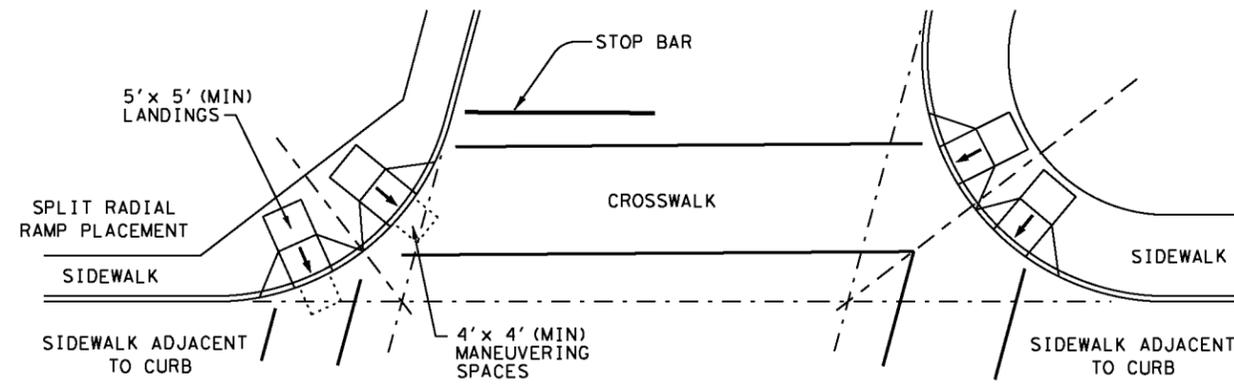
Texas Department of Transportation
Design Division Standard

**PEDESTRIAN FACILITIES
CURB RAMPS**

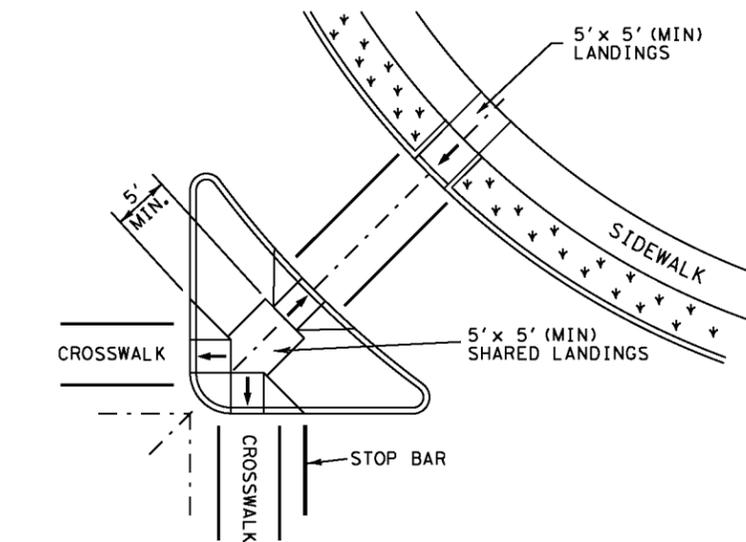
PED-12A

FILE: ped12A.dgn	DN: TxDOT	CK: PK	DW: TxDOT	CR: HD
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VP June 13, 2012	DIST	COUNTY	SHEET NO.	

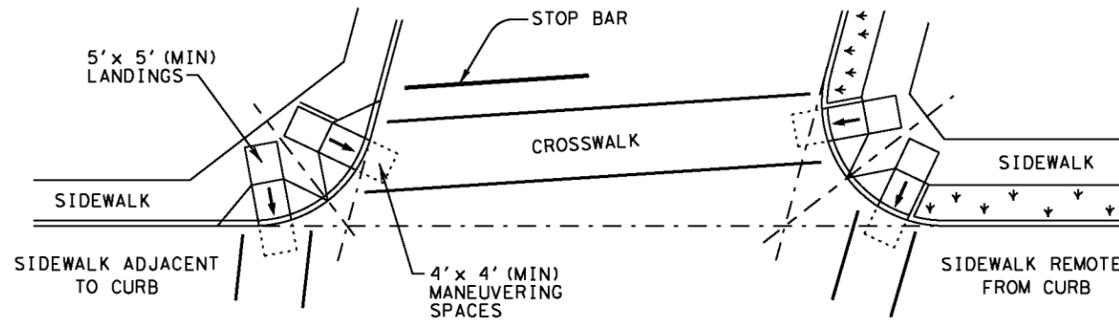
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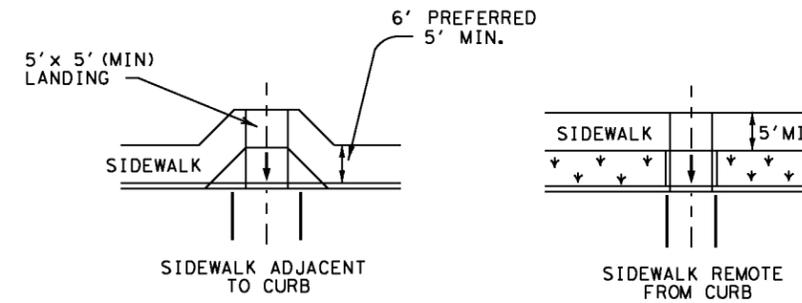
SKewed INTERSECTION WITH "LARGE" RADIUS



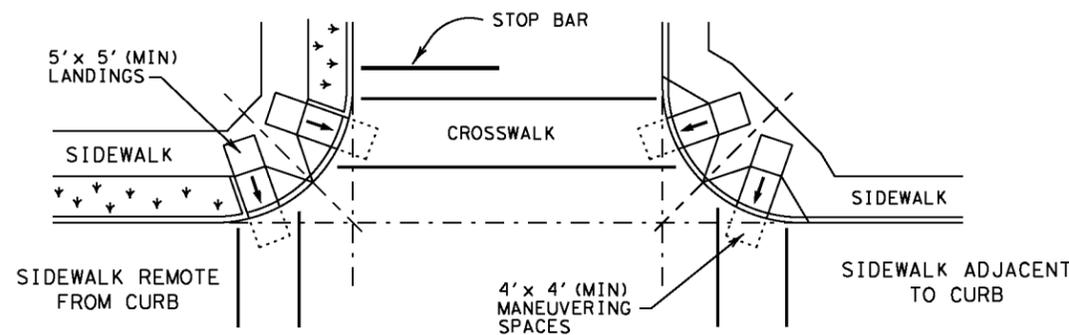
AT INTERSECTION W/FREE RIGHT TURN & ISLAND



SKewed INTERSECTION WITH "SMALL" RADIUS



MID-BLOCK PLACEMENT PERPENDICULAR RAMPS



NORMAL INTERSECTION WITH "SMALL" RADIUS

TYPICAL CROSSING LAYOUTS

SHEET 4 OF 4

Texas Department of Transportation
Design Division Standard

PEDESTRIAN FACILITIES
CURB RAMPS

PED-12A

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