



**COMPETITIVE SEALED BID**

**W2017-16-B**

**for**

**CITY OF WYLIE COMMUNITY PARK  
PARKING LOT IMPROVEMENTS**

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

**CITY OF WYLIE**

**NANCY LEYVA**

**BUYER**

**300 COUNTRY CLUB ROAD**

**WYLIE, TEXAS 75098**

***PRIOR TO:***

**NOVEMBER 9, 2016 prior to 3:00 PM CT**

**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.wylieneews.com](http://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. **ETHICS:** The bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Wylie.
3. **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.
4. **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)
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **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.
7. **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.
8. **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.
9. **NON-RESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252; A bidder who's principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving Federal funds. The City reserves the right to request additional information from all vendors to determine compliance.
10. **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, and the City reserves the right to request a certified copy of the policy.

11. **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.....”.
12. **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.
13. **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.**
14. **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.
15. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
16. **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.
17. **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.
18. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
19. **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.
20. **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.

21. **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.
22. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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).
28. **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.
29. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
30. **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.
31. **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:**

32. **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.

33. **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.
34. **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.
35. **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.
36. **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 product(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.
37. **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.
38. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
39. **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.
40. **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.
41. **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:**

42. **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.

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:** 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.**

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 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 exercise any and all of its rights allowed by law, including but not limited to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

48. **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.
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 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.

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](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.
52. **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.

**SECTION 00  
NOTICE TO BIDDERS and SUMMARY OF WORK**

**CITY OF WYLIE COMMUNITY PARK  
PARKING LOT IMPROVEMENTS**

**GENERAL:**

The term "Owner" as used throughout these documents will mean the City of Wylie, Texas. The term "Offeror" or "Bidder" used throughout these documents will mean the Contractor submitting a bid.

**INVITATION – COMPETITIVE SEALED BIDS FOR THE FOLLOWING PROJECT:**

Project Title:           **Bid # W2017-16-B**  
                                  **CITY OF WYLIE COMMUNITY PARK**  
                                  **PARKING LOT IMPROVEMENTS**

Project Address:       800 Thomas Street  
                                  Wylie, TX 75098

Owner Name:           City of Wylie, TX

Engineer:               Teague Nall and Perkins Inc.  
                                  17304 Preston Road, Suite 1340  
                                  Dallas, TX 75252  
                                  (TNP No. WYL 14090)

**DESCRIPTION:**

**A. Project -** Bidder to furnish all necessary labor, services, materials, machinery, equipment, fuel, supervision, insurance, and bonds required in conjunction with or properly incidental to all work required for the removal of approximately 523 square yards of existing pavement and parking islands, approximately 35 square yards flatwork, and one grate inlet; the installation of approximately 406 square yards of 7-inch concrete pavement, 1,900 square yards of 6-inch concrete pavement, 920 linear feet of 6-inch integral curb, 2,143 square feet of 5-inch sidewalk, installation and collection of 15 linear feet of 21-inch concrete pipe, pavement markings and erosion control. Scope of work also includes unclassified excavation and grading.

All measurements and quantities are approximate and to the best of the Owners knowledge. All bidders are required to complete a mandatory site visit to view the project location.

**B. Engineer's Estimated Budget - \$220,000.00**

**C. Estimated Completion - estimated at 90 construction days after "Notice to Proceed" and start of work.**

**D. Method of Award** - Lowest Responsive, Responsible Bidder in accordance with Government Code Section 2269, 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

**INDEPENDENT CONTRACTOR:**

Contractor agrees that they are an independent contractor and not an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agent, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its offers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Contractors.

**PLANS AND SPECIFICATIONS:**

Plans, Specification and bid documents are available through:

- City of Wylie at <http://www.wylietexas.gov/departments/purchasing>
- Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com)

**NON-MANDATORY PRE-BID MEETING      **October 25, 2016 @ 10:00 am CT****

A non-mandatory pre-bid conference will be held to review submittal procedures, and review documents:

Location:            City of Wylie  
                          300 Country Club Road  
                          3<sup>rd</sup> Floor Parks & Recreation Conference Room  
                          Wylie, TX 75098

Date:                 10/25/16

Time:                10:00 am

**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 included Site Visit Affidavit form.**

**QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX**

All questions must be submitted in writing to the City of Wylie Purchasing Department and must include contact person, address and email.

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

Responses will be published in the form of an addendum. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any outside agency or City representative other than the Purchasing Department.

**QUESTIONS DEADLINE**

All questions must be submitted no later than **November 2, 2016 at 12:00 noon CDT**

**ADDENDUMS**

Addendums will be published in writing by the Wylie Purchasing Department, and will be made available via the following web sites:

- Public Purchase - <http://www.publicpurchase.com>
- City of Wylie - <http://www.wylietexas.gov/departments/finance/purchasing.php>  
**NOTE: Bidders downloading documents directly from the City's web site are responsible for monitoring that website for the publication of addendums.**

**BID RECEIVING AND OPENING**

- Number of Sealed Bid Copies:** 1 original and 2 copies; bidder shall use the enclosed bid forms.
- Bid Receiving Date and Time:** November 9, 2016 prior to 3:00 pm CT
- Bid Receiving Location:**  
City of Wylie  
Purchasing Department  
300 Country Club Road, 1<sup>st</sup> Floor  
Wylie, TX 75098 972-516-6140
- Bid Opening Location:**  
City of Wylie  
300 Country Club Rd.  
3<sup>rd</sup> Floor Parks & Recreation Conference Room  
Wylie, TX 75098

E. **Sealed Bids:** All bids must be sealed and the face of the envelope must contain the following information:

Bid No.: **W2017-16-B**  
Name of Project: **WYLIE COMMUNITY PARK  
PARKING LOT IMPROVEMENTS**  
Name of Bidder: Your Company Name

- F. All bids shall be registered by automatic time clock at time of deposit; or by City validated proof of delivery.
- G. Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.
- H. All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, is the sole responsibility of the bidder.

**BONDS** All documents must be submitted within 10 days after the date of Contract execution.

- 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 forms provided in the specifications.
- B. **Maintenance Bond** (50%) – A maintenance bond and power of attorney is required in the amount of 50% of Contract amount and power of attorney for a period of two (2) years from date of acceptance, 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 forms provided in the specifications.

**NOTICE TO PROCEED; PRE-CONSTRUCTION MEETING; and COMPLETION SCHEDULE**

Upon receipt of Notice to Proceed, awarded contractor is required to attend a pre-construction meeting with 10 calendar days and to begin Project work within 10 business days. Project work is estimated to be completed within 90 calendar days.

**CHANGE ORDERS:** It is understood that the quantities of work to be at unit prices are approximated and are intended to serve as a guide in evaluating bids. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished; all such changes will be submitted in writing and must be approved by the City and the Engineer in accordance with Local Government Code 252 prior to the start of any such work. The original contract price may not be increased by more than 25% of the original contract.

**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.

#### **OTHER DEADLINES**

**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.

**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. City of Wylie Insurance Requirements included.

**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 included.

#### **COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS & CITY CHARTER**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that they are in compliance with all applicable federal, state and local laws, and the City Charter. See "COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER" form.

#### **PREVAILING WAGE RATES** <http://www.access.gpo.gov/davisbacon/tx.html>

General Decision Number: TX160035 01/08/2016 TX35

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

**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.

END OF SECTION

## 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.

## INDEX

### SPECIAL CONDITIONS

SC.01	General	SC.37	Existing Structures & Service Lines
SC.02	Location of Project	SC.38	Public Utilities and Other Property
SC.03	Scope of Work	SC.39	Coordination With Others
SC.04	Definition of Terms	SC.40	Use of Explosives
SC.05	Forms, Plans & Specifications	SC.41	Clean Air Act and Clean Water Act
SC.06	Storage of Equipment and Materials	SC.42	Construction in Public Roads
SC.07	Prosecution & Progress	SC.43	Construction Data
SC.08	Addenda	SC.44	Pre-Construction Conference
SC.09	Allotted Completion Time	SC.45	Disposal of Waste and Surplus Excavation and Concrete
SC.10	Examination of Project Site	SC.46	Lines and Grades
SC.11	Qualification of Bidder and Award of Contract	SC.47	Overtime Work
SC.12	Liquidated Damages	SC.48	Dust Control
SC.13	Construction Schedule	SC.49	Pollution Control
SC.14	Cash Flow Schedule	SC.50	Water for Construction
SC.15	Copies of Plans and Specifications Furnished	SC.51	Lights and Power
SC.16	Conflict of Interest	SC.52	Barricades, Lights & Watchmen
SC.17	State and City Sales Taxes	SC.53	Sanitary Facilities
SC.18	Referenced Specifications	SC.54	Onsite Observation
SC.19	Applicable Codes & Standards	SC.55	Antitrust
SC.20	Trade Names and Materials	SC.56	Grass Repair
SC.21	Concrete and Hot Mix Asphaltic Concrete Mix Designs	SC.57	Removal and Replacement of Existing Fences
SC.22	Project Maintenance	SC.58	Preliminary Field Tests
SC.23	Cleanup and Restoration of Property	SC.59	Final Field Tests
SC.24	Guaranty Against Defective Work & Extended Warranties	SC.60	O & M Manuals
SC.25	Contractor's Warranty of Title	SC.61	Wage Rates
SC.26	Contractor's Continuing Obligation	SC.62	Progress Reports & Meetings
SC.27	Waiver of Claims	SC.63	Site Administration
SC.28	Documentation to Accompany Applications for Payment	SC.64	Correction Period
SC.29	Retainage	SC.65	Project Access
SC.30	Partial Payments	SC.66	TPDES General Permit Approved for Construction of Storm Water
SC.31	Application for Final Payment		
SC.32	Shop Drawings & Engineering Data		
SC.33	Quality Control & Testing		
SC.34	Insurance		
SC.35	Site Subsurface Conditions		
SC.36	Property Lines & Monuments		

**CITY OF WYLIE (OWNER)**

**PARKING LOT IMPROVEMENTS**

**SPECIAL CONDITIONS**

**SC.01 GENERAL**

The provisions of this section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement."

**SC.02 LOCATION OF PROJECT**

The proposed parking lot improvements are located at Community Park Baseball/Softball park complex. The plans include a map with the project location.

**SC.03 SCOPE OF WORK**

The work to be performed shall consist of furnishing all labor, tools, materials and equipment, and performing all work required for construction of parking lot and drainage improvements.

**SC.04 DEFINITION OF TERMS**

Owner: The City of Wylie, Texas and their duly authorized personnel and agents. All notices, letters, and other communications directed to the Owner shall be addressed and delivered to:

Mr. Mike Sferra  
Public Services Director  
City of Wylie  
300 Country Club Road, Bldg. 100  
Wylie, TX 75098

Engineer: An agent designated by the Owner to assume the duties and responsibilities assigned to Engineer in the Contact Documents, with the corresponding rights and authority.

Consulting Engineer is Teague, Nall and Perkins 17304 Preston Road, Suite 1340, or such other Engineer employed by the Owner and authorized by the Owner to act in any particular position.

Contractor: The construction contractor awarded a contract for construction of the proposed improvements.

Substantial Completion: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

Final Completion: For the purposes of tracking construction time, release of retainage or bonuses and assessing liquidated damages, Final Completion shall be defined as the date upon which all items that were identified during the final walk through (punch list) have been completed to the satisfaction of the Owner and the Contractor has requested final acceptance of the project.

**SC.05 STORAGE OF EQUIPMENT AND MATERIALS**

Storage of materials and equipment shall be the sole responsibility of the Construction Contractor. Storage of proposed equipment and materials shall be according to manufacturer's recommendations. The Contractor shall be solely responsible for any additional cost or liquidated damages caused by changes or delays in the delivery of materials and equipment requested by the Contractor.

**SC.06 PROSECUTION AND PROGRESS**

The NCTGOG Standard Specifications General Provisions, Item 108.8, Delays; Extension of Time; Liquidated Damages shall apply, except as amended in Special Condition SC.10 in this specification.

**SC.07 ALLOTTED COMPLETION TIME**

The Contractor will bid the time allotted for the substantial completion of the project in the same manner as the cost of the project is bid. The time bid for the substantial completion of the project shall appear on the Proposal Form and shall be based on time starting on the date of the issuance of a Notice to Proceed. The Notice to Proceed shall consist of a written request by the Owner for the Contractor to proceed with construction of the project. In the event no Notice to Proceed is given, the Contract Time will commence to run ten (10) days after the day on which the Owner delivers the executed Agreement to the Contractor. Completion of this project at the earliest time possible is extremely important and the time bid will be considered during the evaluation of the bids.

**SC.08 EXAMINATION OF PROJECT SITE**

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be

encountered, improvements to be protected, disposal sites for waste materials not designated to be salvaged, and as to method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

#### **SC.09 QUALIFICATION OF BIDDER AND AWARD OF CONTRACT**

It is the intention of the Owner to award a contract for the work included in this project based on the method of award outlined in Section 00.

Prior to award of contract, the bidder shall submit such evidence as the Owner may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include (1) the bidder's current financial statement including amount of funds readily available to commence and carry out the work, (2) a letter of auditor's opinion, (3) previous years Balance Sheet, Income Statement and Change of Financial Position, (4) a list of projects that have been satisfactorily completed by the bidder that are of the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work, and (5) other information that may be pertinent to the bidder's qualifications.

#### **SC.10 LIQUIDATED DAMAGES**

The Construction Contractor understands and agrees that time is of the essence. The City and Contractor acknowledge that the actual damages that the City may sustain if the Contractor fails to complete the work on time are uncertain and will be difficult to ascertain. Consequently, the contractor agrees to pay the City the sum of **One Hundred and Fifty Dollars (\$150.00)** for each calendar day any work required for substantial completion is overdue until substantial completion has been achieved in the opinion of the Owner. Liquidated damages shall be **One Hundred and Fifty Dollars (\$150.00)** for each calendar day that completion of any work required for final completion is overdue after substantial completion is acknowledged by the Owner. Definitions for substantial and final completion are provided in the Special Conditions Section SC.04.

This amount is payable as reasonable and just compensation for failure to complete the work on time. This amount is payable as liquidated damages and not as a penalty and shall be deducted from the Construction Contractor's monthly pay request.

#### **SC.11 CONSTRUCTION SCHEDULE**

Before work is started, the Contractor shall prepare a detailed schedule of all construction operations that shall indicate the sequence of the work, the time of starting and completion of each part, and the installation dates for any major item of equipment. The schedule shall be submitted to the Engineer for review at least 10 days prior to beginning construction operations and the schedule shall provide for completion of the project within the time provided in the specifications.

Owner may require Contractor to add to his equipment or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during the construction period. The Owner may withhold monthly payment if the Contractor does not maintain the construction schedule.

The Contractor shall give the Owner at least 7 days notice of any work, such as pipe connections, which will stop existing pumping operations or flow in existing water or sewer lines. Such work shall be fully coordinated with the Owner and be pre-approved by the Owner.

The schedule shall include a construction-phasing plan to insure minimum interruption of traffic on streets and driveways, as detailed in Section SC.50 BARRICADES, LIGHTS AND WATCHMEN of the Special Conditions.

#### **SC.12 CASH FLOW SCHEDULE**

A schedule for cash flow payments shall be submitted to the Engineer at the pre-construction conference. The schedule shall include the projected monthly progress payment over the entire length of the contract.

#### **SC.13 CONFLICT OF INTEREST**

City Charter states that no member of the City Council or any officer or employee of the Owner shall have a financial interest, direct or indirect, in any contract with the Owner, nor shall be financially interested, directly or indirectly, in the sale to the Owner of any land, or rights or interest in any land, materials, supplies or services. Any willful violation of this prohibition shall constitute malfeasance in office. Any violation of this prohibition with the knowledge, expressed or implied, of the persons or corporations contracting with the Owner shall render the contract voidable by the City Manager, or the City Secretary, or the City Council. The Construction Contractor represents that no member of the City Council, employee or officer of the Owner has an interest in the Construction Contractor.

#### **SC.14 STATE AND CITY SALES TAXES**

The Owner qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the Contractor shall not pay such taxes which would otherwise be payable in connection with the performance of this contract.

The Contractor shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- a) all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- b) all materials, supplies, equipment and other tangible personal property used or consumed by the Contractor in performing the contract with the Owner.

Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the contract with the Owner are not included in the exemption.

Under "reasons said purchaser is claiming this exemption: in the exemption certificate", the Contractor must name the Owner and the project for which the equipment, materials and supplies are being purchased, leased or rented.

#### **SC.15 MEASUREMENT AND PAYMENT**

The quantities for construction are estimated, based on calculated quantities. Monthly pay estimates will be based on the completion of each unit, as determined by the Owner's representative. Owner's Contingencies Allowance shall not be paid unless approved in writing by the Owner for a change in scope of quantities of work on the project.

#### **SC.16 REFERENCED SPECIFICATIONS**

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

#### **SC.17 APPLICABLE CODES & STANDARDS**

References in the Contract Documents to local codes means any applicable Federal, State, and local laws, code, and regulations, including, but not limited to, the requirements of the Occupational Safety and Health Act of 1970 and the Texas Occupational Safety Laws. The Contractor shall take appropriate safety and health precautions to protect the work, the workers, the public, and the property of others. Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

#### **SC.18 TRADE NAMES AND MATERIALS**

No material, which has been used by the Contractor or any other for any temporary purpose whatever, is to be incorporated in the permanent structures of this project without written consent of the Owner. All materials incorporated in this project shall be new and free from defects.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

#### **SC.19 CONCRETE AND HOT MIX ASPHALTIC CONCRETE MIX DESIGNS**

The Contractor shall submit proposed concrete and hot mix asphaltic concrete (HMAC) mix designs for each class of concrete and HMAC to the Owner for review and acceptance. Concrete mix designs shall be proportioned according to the requirements of A.C.I. 318-83, and include data from field experience and/or trial mixtures with the results of confirmation

cylinders. The mix designs and supporting data shall be submitted and accepted at least fourteen (14) calendar days prior to placing concrete or HMAC.

#### **SC.20 PROJECT MAINTENANCE**

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during the life of this contract.

#### **SC.21 CLEANUP AND RESTORATION OF PROPERTY**

During Construction: The Contractor shall at all times keep the job site as free from all material, debris and rubbish, as directed by the Owner and shall at least once a week remove same from any portion of the job site or when it becomes objectionable or interferes with the progress of the project, or operation of existing facilities. The Contractor shall restore the job site continuously and maintain all restored areas until final acceptance by the Owner. During the construction the Contractor shall not damage improvements on private or public property, including but not limited to shrubs, grass, pavement, walks, curbs, irrigation system components and fences. Any damage to private or public property shall be promptly repaired or replaced as directed by the Owner with materials of equal or better quality and workmanship than the original and the cost for such repairs shall be borne by the Contractor.

Final: Upon completion of the work, the Contractor shall remove from the site all plants, materials, tools and equipment belonging to him or his subcontractors and restore the site to an appearance acceptable to the Owner. All equipment and materials installed for this project shall be thoroughly cleaned and delivered by the Contractor in a bright, clean, polished and new appearing condition.

#### **SC.22 GUARANTY AGAINST DEFECTIVE WORK & EXTENDED WARRANTIES**

The Contractor shall warrant and indemnify the Owner against any repairs which may become necessary for any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of two (2) years after the date final payment for the construction contract is issued in accordance with the Performance Bond stipulations. The warranty period for all pre-bid and selected equipment shall begin on the date the Contractor achieves substantial completion as acknowledged by the City. All special guarantees and manufacturer's warranties that extend beyond the correction period shall be issued directly to the Owner by certificate.

#### **SC.23 CONTRACTOR'S WARRANTY OF TITLE**

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances (hereafter in these Special Conditions referred to as "Liens").

#### **SC.24 CONTRACTOR'S CONTINUING OBLIGATION**

Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither recommendations of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents nor any use or occupancy of the project or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any correction of defective work by Owner shall constitute an acceptance of work not in accordance with the Contract Documents.

#### **SC.25 WAIVER OF CLAIMS**

The making and acceptance of final payment shall constitute:

- a) A waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, from defective work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein.
- b) A waiver of all claims by Contractor against Owner.

#### **SC.26 DOCUMENTATION TO ACCOMPANY APPLICATIONS FOR PAYMENT**

Contractor's Applications for Payment shall be accompanied by the documentation specified herein. If payment is required for materials and equipment not incorporated in the work but delivered and suitably stored at the site, the Application for Progress Payment shall be accompanied by invoices and such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance.

Payments for such materials and equipment shall be based only upon the actual cost of the materials and

equipment to Contractor and shall not include any overhead or profit to Contractor.

Failure to properly store materials and equipment will be cause to withhold payment for those materials and pieces of equipment.

Non-receipt of operation and maintenance manuals, as required, will be cause for Owner to consider withholding partial payment for that particular piece of equipment. See individual specifications for required operation and maintenance manuals.

### **SC.27 RETAINAGE**

Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

- a) Retention of 5 percent of payments authorized.

### **SC.28 PARTIAL PAYMENTS**

The General Conditions of Agreement, which are a part of the Contract Documents provides, among other things, that each month the Contractor shall submit a statement showing the total value of work done and materials delivered and properly stored on the site of the work during the previous month. This is interpreted to include only work accomplished in constructing the project and materials to be fabricated into the project, the cost of mobilizing, cost of bond and insurance premiums and other items that do not result directly in actual value of work accomplished shall be pro-rated, throughout the project.

The cutoff date for partial payments shall be the 25<sup>th</sup> of each month instead of the last day of the month. The Contractor shall submit the monthly estimate for payment to the Owner no later than the 25<sup>th</sup> in order for the Owner to mail payment in accordance with the Texas Prompt Payment Act. The Contractor shall submit the monthly estimate form as furnished by the Owner.

### **SC.29 APPLICATION FOR FINAL PAYMENT**

In addition to all the requirements of the General Conditions, the final Application for Payment shall be accompanied by all other documentation called for in the Contract Documents, including Affidavit of Bills Paid, Waiver of Lien, Consent of Surety to Final Payment, complete record drawings and other data or schedules as Owner may reasonably require.

### **SC.30 SHOP DRAWINGS & ENGINEERING DATA**

The Contractor shall submit a minimum of six (6) sets of Shop Drawings to the Engineer. All copies shall be from an original. No fax copies will be permitted. Maximum paper size of shop drawings submitted by the contractor shall be 11" x 17". Distribution of Shop Drawings, following review and being marked as "No Exceptions Taken", two (2) copies shall go to the City, one (1) copy shall be kept by Teague Nall and Perkins three (3) copies shall be returned to the Contractor. The Contractor shall also submit one (1) set of Shop Drawings directly to the Owner at the same time as submittal to the Engineer.

Engineering data covering all equipment and fabricated materials to be furnished under this contract that shall be permanently incorporated to the project shall be submitted to Engineer for review. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment. Concrete mix designs shall be submitted for review.

Shop drawings shall be reviewed and returned to the Contractor within (10) working days after receipt of the shop drawings. The date of return of Shop Drawings shall be the date they are sent by mail.

Submittals on all materials incorporated into the project shall include but are not limited to the following:

- Concrete Mix Designs

All submittals regardless of origin, shall be stamped with the approval of the Contractor and identified with the name and number of this contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and date shall be indicated on all drawings.

Contractor's stamp of approval is a representation to Owner and Engineer that the Contractor accepts the full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed or coordinated each submittal with requirements of the work and Contract Documents.

Where indicated in the equipment schedule section, each submittal shall include a statement prepared by the originator of the drawings and data, certifying compliance with the Contract Documents except for deviations that are specifically identified.

All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be required as a result of the deviation) and all required piping and wiring diagrams.

Engineer will not accept submittals from anyone but Contractor after award of a construction contract for the project. All submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontractors or trades. Re-submittals shall bear the number of the first submittal followed by a letter (A, B, etc.) to indicate the sequence of the re-submittal.

Contractor shall submit a seventh copy of each submittal directly to the Owner. Two copies of the reviewed submittals will be returned to the Contractor.

When the drawings and data are returned marked MAKE CORRECTIONS NOTED, REJECTED or REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the Engineer and corrected copies shall be resubmitted. Manufacturer and/or Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by Engineer are accounted for.

When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by Engineer on previous submissions.

Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time unless delay of the work is directly caused by a change in the work authorized by a Change Order or by failure of Engineer to return any submittal within 14 days after its receipt in Engineer's office.

The Engineer's review of drawings and data submitted by Manufacturer and/or Contractor will cover general conformity to the Drawings and Specifications, external connections and dimensions that affect the layout. Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or items shown. Engineer's review of submittals shall not relieve the Manufacturer and/or the Contractor from responsibility for errors, omissions, or deviations, or responsibility for compliance with the Contract Documents.

When the drawings and data are returned marked NO EXCEPTIONS TAKEN, or RECORD COPY, no additional copies need be furnished.

### **SC.31 QUALITY CONTROL & TESTING**

#### **1. Quality Control**

During the construction, the Owner will retain an Engineering Testing Laboratory to perform services related to checking the quality of the work being performed by the Contractor to determine if the improvements are being constructed in accordance with the plans and specifications. **This quality control service does not relieve the Contractor of his responsibility with regard to constructing the work in accordance with the contract.** If the Contractor fails to meet specified conditions by the first test, further tests to demonstrate compliance with the contract shall be at the Contractor's expense, and payment for the test can be withheld permanently from the Contractor's total compensation.

**The contractor shall give the Owner's on-site representative sufficient notice of his intention to construct concrete pavement, structural concrete, or hot mix asphaltic concrete to assure the adequate quality control of construction materials and workmanship.**

#### **2. Testing of Materials**

Observation of the Contractor's work to determine compliance with the plans and specifications will include testing of materials installed on the project. Testing of work performed and materials furnished shall be done by an Engineering Testing Laboratory employed by the Owner. The Contractor shall use only materials in the work, which meet the requirements of the specifications. The City will employ the services of an Engineering Testing Laboratory to make certain inspections and to sample and test the materials to be used in the work. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected.

#### **3. Testing and Quality Control Services**

Testing and Quality Control Services shall include but are not limited to the following:

- a. **Embankment or Pavement Subgrade**
  - (1) Moisture - Density Curves

- (2) Field Compaction Tests-Test Method ASTM D698-90 Method A
- b. Structural Concrete
  - (1) Mix Design
  - (2) Batch Plant Weight & Moisture Check
  - (3) Slump and Air Tests
  - (4) Compressive Strength Tests

**SC.32 OWNER MAY SUSPEND WORK**

Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor and Engineer that shall fix the date on which work shall be resumed. Contractor shall resume the work on the date so fixed. If submitted in writing by the Contractor, as provided for in the General Conditions and Special Conditions of the Contract and approved by the Owner, the Contractor will be allowed an increase in contract price or an extension of the contract time, or both, directly attributable to any suspension.

**SC.33 SITE SUBSURFACE CONDITIONS**

The City of Wylie had a geotechnical investigation performed on the original park development project and the results of that investigation are included in the specification book. Each Bidder shall be responsible for making his own interpretation of the character and condition of the materials that will be encountered. Each prospective Bidder may, at his own expense, make additional surveys and investigations as he may deem necessary to determine conditions that will affect performance of the Work.

**SC.34 PROPERTY LINES & MONUMENTS**

The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

**SC.35 EXISTING STRUCTURES & SERVICE LINES**

The plans show the location of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or

require the building of such work, provisions for which are not made in the plans and proposal, in which case the provision in these specifications for extra work shall apply.

The Contractor shall verify the locations of all existing utilities and irrigation system components sufficiently in advance of the construction so that if it is necessary to change or move a utility, the progress of the work will not be delayed.

The Contractor shall be responsible for the protection of all existing service lines crossed or exposed by his construction operations. Where existing service lines are cut, broken or damaged, the Contractor shall immediately replace the service lines with the same as of original construction, or better, at his own cost.

The Contractor shall be required to comply with the General Project Notes and other notes in the Plans. Contract plans show known existing utilities that may be crossed by the proposed improvements. Contractor shall, in the presence of the Owner, uncover all of these utilities prior to the submission of shop drawings or installation of proposed improvements.

If the information indicates that there is a conflict between the existing utility and the grade and/or alignment of the proposed pipeline, the Contractor shall submit a revised profile and/or plan for review by Owner and Engineer.

**SC.36 PUBLIC UTILITIES AND OTHER PROPERTY**

In case it is necessary to change or move the property of the Owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company or Owner.

It will be the Contractors responsibility to contact the proper authority, and set up a field meeting to verify by uncovering of the utility and determine the location and elevation of each major utility described above, at least two weeks prior to crossing the utility. If field conditions vary from those shown on the contract plans, the Contractor shall notify the Owner and the Consulting Engineer immediately of field conditions encountered, so sufficient time exists to make any necessary adjustments in line or grade. Failure by the Contractor to make proper and timely verification of the above-described utilities shall be justification for rejection of claim for extra cost by the Contractor.

If, after field verification, it is necessary to change or move the property of a property owner or of a public utility, 7 days notice shall be given before such change, and such property shall not be moved or interfered with until authorized by the property owner or the utility

company. The right is reserved to the property owner or public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of this contract.

### **SC.37 COORDINATION WITH OTHERS**

In the event that other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. Where connections, or other special items required for testing, are required between the works being performed under separate contracts the plans show the responsibility for each Contractor or the Owner will issue a written determination concerning the responsibilities of each contractor.

### **SC.38 USE OF EXPLOSIVES**

Use of explosives will not be allowed.

### **SC.39 CLEAN AIR ACT AND CLEAN WATER ACT**

Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 505 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations.

### **SC.40 CONSTRUCTION IN PUBLIC ROADS**

Contractor will be responsible for complying with all federal, state, county and city regulations pertaining to construction in public roadway and traffic safety. No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their drive-ins or entrances, and the Contractor shall provide temporary ingress to entrance drives where necessary. The Contractor shall be responsible for all road, driveway and entrance reconstruction and repairs and maintenance of same for a period of not less than one year from the date of final acceptance of the project.

In addition to roads and entrances cut by construction excavation, if any other roads or streets in the area are used by the Contractor or Subcontractors during the progress of construction and are damaged by the Contractor in the opinion of the Owner's representative, the Contractor, when directed by the Owner's representative, shall immediately repair such damage at his cost. In the event repairs and maintenance are not made in a reasonable period of time and it becomes necessary for the State, County or Owner to make such repairs, the Contractor shall reimburse the State, County or Owner for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other materials to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads or private drives.

Utility installations in or through the Texas Department of Transportation (TxDOT) rights-of-way shall conform to the requirements contained in TxDOT Utility Accommodations Policy adopted in July 1974, along with the current revisions thereto.

### **SC.41 CONSTRUCTION DATA**

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during construction. They shall be available to the Owner and Engineer and shall be delivered upon completion of the work.

### **SC.42 PRE-CONSTRUCTION CONFERENCE**

Prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by:

- Contractor and his superintendent
- Principal Subcontractors together with Principal suppliers and manufacturers representatives
- Engineer
- Representatives of Owner
- Others as requested by Contractor, Owner or Consulting Engineer

Unless previously submitted to Owner, Contractor shall bring to the conference a tentative schedule for each of the following:

- Progress
- Cash Flow
- Procurement
- Shop Drawings and other submittals

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

The agenda will include:

- Contractor's tentative schedules
- Review and distribution of Contractor's submittals
- Processing applications for payment
- Maintaining record documents
- Critical work sequencing
- Field decisions and Change Orders
- Use of premises, office and storage areas, security, housekeeping, and Owner's needs

Owner will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

#### **SC.43 DISPOSAL OF WASTE AND SURPLUS EXCAVATION AND CONCRETE**

All excavated earth in excess of that required for backfilling, and all concrete removed, shall be disposed of in a satisfactory manner. The Contractor shall provide in writing the final destination of this material. This documentation shall be submitted at the time of the SWP3 submittal.

The disposal site shall be included in the acreage of disturbance for the Construction Site/Notice of Intent and the erosion control/stabilization of disposal site shall be included in the SWP3.

#### **SC.44 LINES AND GRADES**

The Owner had the Engineer establish the horizontal control points and benchmarks shown on the Plans. The Contractor shall give the Owner and Engineer at least five (5) working days notice prior to the need for establishment of additional control points and benchmarks. Establishment of the horizontal control and benchmarks by the Owner shall in no way relieve the Contractor of the responsibility of constructing the work in accordance with the alignment and grade as shown on the Plans.

The Contractor will be responsible for all field and construction staking. Any work performed without being properly located may be ordered removed and replaced at the Contractor's expense.

#### **SC.45 OVERTIME WORK**

No work shall be done between 7:00 p.m. and 7:00 a.m. or on Saturdays, Sundays, or legal City holidays without permission of Owner. Should Contractor desire to work on these days, he shall contact the

Owner, in writing, for approval at least 48 hours in advance. However, emergency work may be done without prior permission. The Owner shall authorize the time for tie-ins and connections to existing facilities.

#### **SC.46 DUST CONTROL**

Contractor shall take responsible measures to prevent unnecessary dust. Earth surfaces subject to creating dust shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practical to prevent blowing. Suitable dust screens with proper ventilation shall be provided for machinery, motors, instrument panels and other equipment.

#### **SC.47 POLLUTION CONTROL**

Contractor shall prevent the release of sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

#### **SC.48 WATER FOR CONSTRUCTION**

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing, flooding, or jetting. The City of Wylie shall provide water as required at the expense of the City, unless the proposed facility fails pressure tests.

#### **SC.49 LIGHTS AND POWER**

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution of the work if adequate lighting and power is not already available at the project site. There shall be no separate payment for this work.

#### **SC.50 BARRICADES, LIGHTS & WATCHMEN**

The Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a reflective color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers

of barricades shall be erected to keep vehicles from being driven on or into any work under construction.

The Contractor shall be held responsible for all damage to the work due to failure to provide adequate precautionary measures such as barricades, signs, lights and watchmen to protect the work and whenever evidence is found of such damage the Contractor shall immediately remove the damaged portion and replace it at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the Owner finally accepts the project.

#### **SC.51 SANITARY FACILITIES**

Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

#### **SC.52 ONSITE OBSERVATION**

The word "Inspection" or other forms of the word as used in the Contract Documents for this project, shall be understood as meaning the Engineer or the Owner's designated representative will observe the construction on behalf of the Owner. The Engineer or the Owner's designated representative will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the Contract Documents, but he will not be a guarantor of the Contractor's performance.

The Contractor is responsible for project safety and shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all federal, state and municipal safety laws and building and construction codes. In particular, the Contractor must review and abide by the Occupational Safety and Health Act (OSHA) and amendments thereto.

#### **SC.53 ANTITRUST**

The Contractor hereby assigns to the Owner any and all claims for overcharges associated with this contract, which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1 et seq. (1973).

#### **SC.54 GRASS REPAIR**

Contractor shall obtain a "Stand of Grass" for an area to be considered repaired. A "Stand of Grass" is obtained when an area to be seeded or hydro-mulched has at least 90% of the area covered with grass at least 1-inch high. Areas designated to be seeded or hydro-mulched shall obtain a "Stand of Grass" prior to qualifying for acceptance by the Owner and additional seed, fertilizer and water or hydro-mulch and water shall be applied until a "Stand of Grass" is obtained. No separate pay shall be made for repair of damaged grass areas, unless indicated on the plans, but such work as required shall be subsidiary to the various other items bid.

#### **SC.55 REMOVAL AND REPLACEMENT OF EXISTING FENCES**

Coordinate with the private property owners and the City prior to removal of existing fences.

Existing fences, which require removal because of construction activity, shall be removed, disposed of off-site and replaced to the satisfaction of the City and the private property owner. There shall not be a separate pay item for removal and replacement of existing fences for the proposed construction, except as noted on the plans and in the Bid Schedule.

#### **SC.56 PRELIMINARY FIELD TESTS**

As soon as conditions permit, the Contractor shall furnish all labor, materials, equipment and instruments to allow preliminary field tests of equipment and materials. If the preliminary field tests disclose any equipment or material furnished under this contract that does not comply with the requirements of the contract documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments, and replacements required. There shall be no separate payment for such required changes, adjustments and replacements.

#### **SC.57 FINAL FIELD TESTS**

Upon completion of the work and prior to substantial completion, all equipment items installed under this contract shall be subjected to acceptance tests as specified or required to comply with the contract documents.

The Contractor shall furnish all labor, fuel, energy, water, and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the Owner. The Contractor shall make all changes, adjustments, and replacements required to pass all acceptance tests. There shall be no

separate payment for such required changes, adjustments and replacements.

### **SC.58 O & M MANUALS**

The Construction Contractor shall furnish four (4) sets of Operation and Maintenance Manuals in 3-ring loose-leaf notebooks for all equipment as required in the specifications. The Contractor shall submit the Operation and Maintenance Manuals to the Owner after substantial completion but prior to final completion of the project.

### **SC.59 WAGE RATES**

All employees of the Contractor on the work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of a similar character.

### **SC.60 PROGRESS REPORTS & MEETINGS**

If the work falls behind schedule, Contractor shall submit additional progress reports at such intervals as Owner may request.

Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed actions the Contractor will take to complete the project within the time allotted.

If considered necessary, the Owner will schedule meetings to discuss progress with the Contractor, and the Contractor shall make himself available to the Owner for all such meetings.

### **SC.61 SITE ADMINISTRATION**

Contractor shall be responsible for all area of the site used by him and all Subcontractors in the performance of the work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others.

### **SC.62 CORRECTION PERIOD**

If, prior to two years after date of final payment or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall within seven (7) days of notification by Owner, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly

comply with the terms of such instructions, Owner may have the defective work corrected or the rejected work removed and replaced, and Contractor shall pay all direct and indirect costs of such removal and replacement, including compensation for additional professional services.

Nothing in these Contract Documents concerning the correction period shall establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the work, and has no relationship to the time within which his obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish his liability with respect to his obligations other than to specifically correct the work.

The Contractor shall issue all special guarantees and manufacturers' warranties that extend beyond the one-year correction period directly to the Owner without continued involvement.

### **SC.63 PROJECT ACCESS**

Access to the project shall be limited to Thomas Street. If additional access is required or desired it shall be acquired by the Contractor, with written approval from the affected property owners being provided to the Owner. Such approval shall be delivered to the Owner prior to use of additional access. Contractor shall be responsible for all street repairs necessary for use of unapproved streets.

### **SC.64 TPDES GENERAL PERMIT APPROVED FOR CONSTRUCTION OF STORM WATER**

TPDES Construction General Permit, Permit No. [TXR150000](#), was approved, signed and became effective on March 5, 2003. The Texas Pollutant Discharge Elimination System (TPDES) program implements the federal National Pollutant Discharge Elimination System (NPDES) program in the state of Texas. The EPA Region 6 (located in Dallas) has administered the Phase I storm water general permit for construction activities disturbing 5 or more acres within the state of Texas until the TPDES permit has been issued. On March 5, 2003 the TCEQ became the permitting authority for these discharges. This general permit also covers storm water discharges from Phase II construction activities that disturb at least 1 acre and less than 5 acres. Further information may be obtained from the [Executive Director's Response to Comments](#) and the [TXR150000 Fact Sheet](#).

A. **Work Begun On or After 3/5/2003** - For construction projects that started after the issuance of the TPDES general permit and that will disturb 5 or more acres:

- 1) Obtain a copy of the TCEQ CGP (TPDES Permit No. [TXR150000](#)).
- 2) Develop and implement a storm water pollution prevention plan (SWP3).
- 3) Complete and submit an [NOI](#) to the TCEQ (using the TCEQ form) to the address listed on the form prior to the commencement of the construction.
- 4) Submit a Notice of Termination ([NOT](#)) once the site has reached final stabilization.
- 5) The NOI and NOT Forms and Instructions are attached.

B. **1 to Less Than 5 Acres Disturbed**

For construction projects that will disturb 1 or more acres, but less than 5 acres, including the larger common plan of development:

- 1) Obtain a copy of the TCEQ CGP (TPDES Permit No. [TXR150000](#)).
- 2) Develop and implement a storm water pollution prevention plan (SWP3).

3) Complete and post a site notice.

4) Before construction begins,

- If the site qualifies, complete and submit a [Low Rainfall Erosivity Waiver Form](#).
- Or complete and post a site notice. (Template at the end of TPDES Permit No. [TXR150000](#))

For construction projects that will disturb 1 or more acres, but less than 5 acres, and are part of a larger common plan of development or sale that will disturb 5 or more acres, refer to [5 or More Acres Disturbed](#).

C. **Smaller Sites**

For construction projects that will disturb less than one acre and are not part of a larger common plan of development, coverage under this permit is not required.

If the construction activity develops into a larger project, then permit coverage may be required at that time based on the total number of acres that will be disturbed: [5 or More Acres](#) or [1 to Less Than 5 Acres](#).

## Completing the Notice of Intent for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR150000)

### A. Construction Site Operator Information

#### Check boxes and Customer Reference Number

These boxes designate the operator's status as a TCEQ "customer"—in other words, an individual or business that is involved in an activity that we regulate. We assign each customer a number that begins with "CN," followed by nine digits. **This is not a permit number, registration number, or license number.** In the remainder of this section, we will use "this customer" to mean the operator for Part A of the form.

- If this customer has not been assigned a Customer Reference Number or if this number is unknown, check "New" and leave the space for the Customer Reference Number blank.
- If this customer has already been assigned this number, enter the operator's Customer Reference Number and:
  - Check "No Change" if all the remaining customer information is the same as previously reported. However, you must still complete most blanks in this form for this notice of intent to be valid.
  - If this customer's information has changed since the last time it was reported to the TCEQ, check neither box and complete the remainder of this notice of intent.
- **Do not enter a permit number, registration number, or license number in place of the Customer Reference Number.**

#### Name

Enter the legal name of this customer as authorized to do business in Texas. Include any abbreviations (LLC, Inc., etc.).

#### Mailing Address

Enter a central and general mailing address for this customer to receive mail from the TCEQ. For example, if this customer is a large company, this address might be the corporate or regional headquarters. On the other hand, for a smaller business, this address could be the same as the site address.

**If this is a street address, please follow US Postal Service standards.** In brief, these standards require this information in this order:

- the "house" number—for example, the 1401 in 1401 Main St
- if there is a direction before the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- the street name (if a numbered street, do not spell out the number—for example, 6th St, not Sixth St)
- an appropriate abbreviation of the type of street—for example, St, Ave, Blvd, Fwy, Exwy, Hwy, Cr, Ct, Ln
- if there is a direction after the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- if there is a room number, suite number, or company mail code

#### City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

#### Country Mailing Information

If this address is **outside** the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal Service features here. If this address is **inside** the United States, leave these spaces blank.

#### Phone Number and Extension

This number should correspond to this customer's mailing address given earlier. Enter the area code and phone number here. Leave "Extension" blank if this customer's phone system lacks this feature.

#### Fax Number

This number should correspond to this customer's mailing address given earlier. Enter the area code and fax number here.

#### E-mail Address

As with the mailing address, this should be a general address that is appropriate for e-mail to this customer's central or regional headquarters, if applicable.

**If "No Change" was checked for this customer, you may skip the rest of the fields in this part of the form and continue to the next part of the NOI.**

### Type of Operator

Check **only one** box.

Check ...	if this customer...
<b>Individual</b>	is a person and has not established a business to do whatever causes them to be regulated by us.
<b>Sole Proprietorship—D.B.A.</b>	is a business that is owned by only one person and has not been incorporated. This business may: <ul style="list-style-type: none"> <li>• be under the person's name</li> <li>• have its own name ("doing business as," or d.b.a.)</li> <li>• have any number of employees</li> </ul>
<b>Partnership</b>	is a business that is established as a partnership as defined by the Texas Secretary of State's Office.
<b>Corporation</b>	meets all of these conditions: <ul style="list-style-type: none"> <li>• is a legally incorporated entity under the laws of any state or country</li> <li>• is recognized as a corporation by the Texas Secretary of State</li> <li>• has proper operating authority to operate in Texas.</li> </ul>
<b>Federal, state, county, or city government (as appropriate)</b>	is either an agency of one of these levels of government or the governmental body itself (if a utility district, water district, tribal government, college district, council of governments, or river authority, check "Other" and write in the specific type of government.)
<b>Other</b>	fits none of the above descriptions. Enter a short description of the type of customer in the blank provided.

#### Independent Operator?

Check "No" if this customer is a subsidiary or part of a larger company. Otherwise, check "Yes."

#### Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. **This is not necessarily the number of employees at the site named in this NOI.**

#### Federal Tax ID

All businesses, except for some small sole proprietors, should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Individuals and sole proprietors do not need to provide a federal tax ID.

#### State Franchise Tax ID

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

#### DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

### B. Billing Address

We will mail the annual fee invoice for this site to the address entered in this section.

#### Name

Enter the legal name of the person or business to which we should mail this site's fee invoice each year.

#### Mailing Address

Enter the specific mailing address to which we should mail this site's fee invoice each year. If this is a street address, please follow the US Postal Service standards as described under "A. Construction Site Operator Information" on page 1 of these instructions.

#### City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

#### Country Mailing Information

If this address is **outside** the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal

Service features here. If this address is **inside** the United States, leave these spaces blank.

### C. Project / Site Information

#### Check boxes and Regulated Entity Reference Number

These boxes designate this site's status as a TCEQ "regulated entity"—in other words, a location where an activity that we regulate occurs. We assign each regulated entity a number that begins with "RN," followed by nine digits. **This is not a permit number, registration number, or license number.**

- If this site has not been assigned a Regulated Entity Reference Number or if this number is unknown, check "New" and leave the space for the Regulated Entity Reference Number blank.
- If this site has already been assigned this number, enter the Regulated Entity Reference Number and:
  - Check "No Change" if all the remaining information is the same as previously reported. However, even if there has been no change, you must complete this section at least through "E-mail Address" for this NOI to be valid.
  - If this site's information has changed since the last time it was reported to the TCEQ, check neither box and complete the remainder of this notice of intent.
- **Do not enter a permit number, registration number, or license number in place of the Regulated Entity Reference Number.**

#### Name

Enter the name by which you want this site to be known to the TCEQ.

#### Mailing Address

Enter the specific mailing address for this site. If this is a street address, please follow the US Postal Service standards as described under "A. Construction Site Operator Information" on page 1 of these instructions. If the project / site's mailing address is the same as what is provided in Section A, you may enter "Same as Section A".

#### City, State, and ZIP Code

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

#### Physical Address

Enter the physical address of the site itself. TCEQ staff should be able to use this address to find the site. Please follow the US Postal Service standards as described under "A. Construction Site Operator Information" on page 1 of these instructions. If the project / site does not have a physical address, enter "No Address".

#### City, County, and ZIP Code

Enter the name of the city, the county, and the ZIP Code. (Enter the full ZIP+4 if you know it.) This information must be provided even if you have entered "No Address" in the previous field.

#### Location Access Description

Enter a physical description of the location of the site based on highway intersections and/or permanent landmarks.

#### Latitude and Longitude

Enter the latitude and longitude of the site in **either** degrees, minutes, and seconds **or** decimal form.

For help obtaining the latitude and longitude, go to:

<http://www.tnrc.state.tx.us/gis/drgview.html>

#### Standard Industrial Classification (SIC) Code and Activity Description

Provide the SIC code that best describes the construction activity being conducted at the site.

For help with SIC codes, go to:

<http://www.osha.gov/oshstats/sicser.html>

In addition to the SIC code, you must also provide a description of the construction activity being conducted at the site. This may include such descriptions as: "Apartment Building Construction" or "Shopping Center Construction."

#### Storm Water Pollution Prevention Plan

This plan identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and filter storm water, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. **You must develop this plan before you complete this NOI.** This plan must be available for a TCEQ investigator to review on request. Specific requirements for the development of the plan

TCEQ-20022-Instructions (05/03)

can be found in the *Texas Pollutant Discharge Elimination System Construction General Permit (TXR150000)*.

#### Estimated Area of Land Disturbed

Provide the approximate number of acres that the construction site will disturb. It is appropriate to enter a value less than 5, only if the project is part of a larger common plan that disturbs five or more acres. If the acreage is less than 1, enter 1. "Disturb" means any clearing, grading, excavating, or other similar activities.

#### Is the site located on Indian Country Lands?

Check "Yes" only if the site is on a reservation or other areas designated by the federal government as Indian Country Lands. If not, check "No."

#### Destination of Storm Water Discharge

The storm water from your site eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. The discharge may initially be into a municipal separate storm sewer system (MS4). Check the appropriate boxes for whether storm water is discharged into an MS4. If you checked "Yes" to "An MS4?", then enter the name of the entity that operates the storm sewer—often a city, town, or utility district, but possibly another form of government.

You must also provide the name of the water body that receives the discharge from the construction site (a local stream or lake). Storm water may be discharged directly to a receiving stream or via a storm sewer system. If known, please include the segment number if the discharge is to a classified water body.

For a map that includes segment numbers, go to:

<http://www.tnrc.state.tx.us/water/quality/data/index.html>

### D. Contact

Give all the relevant information for the person whom TCEQ can contact if there are questions about any of the information on this form—perhaps the same person who completed the form.

### E. Payment Information

Provide the number and account holder name from the check or money order used to pay the \$100 application fee.

### F. Certification

The operator must sign and date this statement to validate this NOI. Be sure to enter the full legal name of the person signing the form and the relevant title—for example, "Operator," "Vice-President," or "Partner." Use the "Prefix" blank for such titles as Dr., Mr., or Ms., as desired. Use the "Suffix" blank for such designations as Ph.D., Jr., Sr., III, or J.D., if applicable.

For a corporation, the application shall be signed by a responsible corporate officer. A responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this application, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g. regional administrator of the United States Environmental Protection Agency).

### Questions?

If you have questions about any of the information on this form, contact our Storm Water Program at 512/239-4671 or look for "Storm Water" on our Web site:

[www.tceq.state.tx.us](http://www.tceq.state.tx.us)



**Notice of Intent (NOI) for Storm Water Discharges  
Associated with Construction Activity under the  
TPDES Construction General Permit (TXR150000)**

For help completing this application, read the TXR150000 NOI Instructions  
(TCEQ-20022-Instructions).

**TCEQ Office Use Only**

TPDES Permit Number: TXR15|\_|\_|\_|\_|\_| - NO  
GIN Number: |\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|

**A. Construction Site Operator**  New  No Change Customer Reference Number: CN \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Country Mailing Information (if outside USA) Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Type of Operator:  Individual  Sole Proprietorship - D.B.A.  Partnership  Corporation  Federal Government  
 State Government  County Government  City Government  Other: \_\_\_\_\_

Independent Operator?  Yes  No Number of Employees:  0-20  21-100  101-250  251-500  501 or higher

Federal Tax ID: \_\_\_\_\_ State Franchise Tax ID Number: \_\_\_\_\_ DUNS Number: \_\_\_\_\_

**B. Billing Address**

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Country Mailing Information (if outside USA) Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**C. Project / Site Information**  New  No Change Regulated Entity Reference Number: RN \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ County: -- \_\_\_\_\_ Zip Code: \_\_\_\_\_

Location Access Description: \_\_\_\_\_

Latitude: \_\_\_° \_\_\_' \_\_\_" N Longitude: \_\_\_° \_\_\_' \_\_\_" W Degrees (°), Minutes ('), and Seconds (")  
 Latitude: \_\_\_\_\_ Longitude: - \_\_\_\_\_ Decimal Form

Standard Industrial Classification (SIC) code: \_\_\_\_\_ Also, describe the construction activity at this site (do not repeat the SIC code):  
 \_\_\_\_\_

Has a storm water pollution prevention plan been prepared as specified in the general permit (TXR150000)?  Yes  No

Estimated area of land disturbed (to the nearest acre): \_\_\_\_\_ Is the project / site located on Indian Country Lands?  Yes  No

Does this project / site discharge storm water into a municipal separate storm sewer system (MS4)?  Yes  No

If yes, provide the name of the MS4 operator: \_\_\_\_\_

Provide the name or segment number of the water body that receives storm water from this project / site: \_\_\_\_\_

**D. Contact - If the TCEQ needs additional information regarding this application, who should be contacted?**

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

Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**E. Payment Information - Check / Money Order Number:** \_\_\_\_\_ **Name on Check / Money Order:** \_\_\_\_\_

**F. Certification**

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

**Construction Site Operator:**

Prefix: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_

Last: \_\_\_\_\_ Suffix: \_\_\_\_\_ Title: \_\_\_\_\_

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

If you have questions on how to fill out this form or about the storm water program, please contact us at (512) 239-4671.  
 Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at (512) 239-3282.

The completed NOI must be mailed to the following address. Use the attached document to submit the \$100 application fee. Please note that the NOI and application fee are submitted separately to different addresses.

**Texas Commission on Environmental Quality  
Storm Water & General Permits Team; MC - 228  
P.O. Box 13087  
Austin, Texas 78711-3087**

**Texas Commission on Environmental Quality  
Payment Submittal Form**

The storm water application fee shall be sent under separate cover to the Texas Commission on Environmental Quality.

This form must be used to submit your Storm Water Application Fee. Please complete the following information, staple your check in the space provided at the bottom of this document, and mail it to:

**BY REGULAR U.S. MAIL**

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
P.O. Box 13088  
Austin, TX 78711-3088

**BY OVERNIGHT/EXPRESS MAIL**

Texas Commission on Environmental Quality  
Financial Administration Division  
Cashier's Office, MC-214  
12100 Park 35 Circle  
Austin, TX 78753

---

Fee Code: GPA Storm Water General Permit: TXR150000  
Check / Money Order No: \_\_\_\_\_ Amount of Check/Money Order: \_\_\_\_\_  
Date of Check or Money Order: \_\_\_\_\_  
Name on Check or Money Order: \_\_\_\_\_  
Facility / Site Name: \_\_\_\_\_  
Facility / Site Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Staple Check In This Space**

Completing the Notice of Termination for Storm Water Discharges  
Associated with Construction Activity  
under the TPDES Construction General Permit (TXR150000)

**Who May File a Notice of Termination (NOT) Form**

Permittees disturbing 5 acres or more (or part of a larger common plan of development or sale disturbing 5 acres or more) who are presently covered under the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit must submit a Notice of Termination (NOT) when final stabilization has been achieved on all portions of the site that is the responsibility of the permittee; or another permitted operator has assumed control over all areas of the site that have not been finally stabilized and all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal.

**Final Stabilization** occurs when either of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- (b) For individual lots in a residential construction site by either:
  - (1) the homebuilder completing final stabilization as specified in condition (a) above; or
  - (2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization.
- (c) For construction activities on land used for agricultural purposes (e.g. pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.

**A. TPDES Permit Number**

Provide the TPDES permit number assigned to the operator of the construction site.

**B. Construction Site Operator Information**

**Customer Reference Number**

This number designates the operator's status as a TCEQ "customer"—in other words, an individual or business that is involved in an activity that we regulate. We assign each customer a number that begins with "CN," followed by nine digits. ***This is not a permit number, registration number, or license number.*** In the remainder of this section, we will use "this customer" to mean the operator for Part B of the form.

- If this customer has not been assigned a Customer Reference Number, leave the space for the Customer Reference Number blank.
- If this customer has already been assigned this number, enter the operator's Customer Reference Number.
- ***Do not enter a permit number, registration number, or license number in place of the Customer Reference Number.***

**Name**

Enter the legal name of this customer as authorized to do business in Texas. Include any abbreviations (LLC, Inc., etc.).

**Mailing Address**

Enter a central and general mailing address for this customer to receive mail from the TCEQ. For example, if this customer is a large company, this address might be the corporate or regional headquarters. On the other hand, for a smaller business, this address could be the same as the site address.

***If this is a street address, please follow US Postal Service standards.*** In brief, these standards require this information in this order:

- the "house" number—for example, the 1401 in 1401 Main St
- if there is a direction before the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- the street name (if a numbered street, do not spell out the number—for example, 6th St, not Sixth St)
- an appropriate abbreviation of the type of street—for example, St, Ave, Blvd, Fwy, Exwy, Hwy, Cr, Ct, Ln
- if there is a direction after the street name, the one- or two-letter abbreviation of that direction (N, S, E, W, NE, SE, SW, or NW)
- if there is a room number, suite number, or company mail code

**City, State, and ZIP Code**

Enter the name of the city, the two-letter USPS abbreviation for the state (for example, TX), and the ZIP Code. (Enter the full ZIP+4 if you know it.)

### Country Mailing Information

If this address is **outside** the United States, enter the territory name, country code, and any non-ZIP mailing codes or other non-U.S. Postal Service features here. If this address is **inside** the United States, leave these spaces blank.

### Phone Number and Extension

This number should correspond to this customer's mailing address given earlier. Enter the area code and phone number here. Leave "Extension" blank if this customer's phone system lacks this feature.

### Fax Number

This number should correspond to this customer's mailing address given earlier. Enter the area code and fax number here.

### E-mail Address

As with the mailing address, this should be a general address that is appropriate for e-mail to this customer's central or regional headquarters, if applicable.

## C. Project / Site Information

### Regulated Entity Reference Number

This number designates this site's status as a TCEQ "regulated entity"—in other words, a location where an activity that we regulate occurs. We assign each regulated entity a number that begins with "RN," followed by nine digits. ***This is not a permit number, registration number, or license number.***

- If this site has not been assigned a Regulated Entity Reference Number, leave the space for the Regulated Entity Reference Number blank.
- If this site has already been assigned this number, enter the Regulated Entity Reference Number.
- ***Do not enter a permit number, registration number, or license number in place of the Regulated Entity Reference Number.***

### Name

Enter the name by which you want this site to be known to the TCEQ.

### Physical Address

Enter the physical address of the site itself. TCEQ staff should be able to use this address to find the site.

### Location Description

Enter a physical description of the location of the site based on highway intersections and/or permanent landmarks.

### City, County, and ZIP Code

Enter the name of the city, the county, and the ZIP Code. (Enter the full ZIP+4 if you know it.)

## D. Contact

Give all the relevant information for the person whom TCEQ can contact if there are questions about any of the information on this form—perhaps the same person who completed the form.

## E. Certification

The operator must sign and date this statement to validate this NOI. Be sure to enter the full legal name of the person signing the form and the relevant title—for example, "Operator," "Operator's attorney," or "Senior Site Manager." Use the "Prefix" blank for such titles as Dr., Mr., or Ms., as desired. Use the "Suffix" blank for such designations as Ph.D., Jr., Sr., III, or J.D., if applicable.

For a corporation, the application shall be signed by a responsible corporate officer. A responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this application, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g. regional administrator of the United States Environmental Protection Agency).

## Questions?

If you have questions about any of the information on this form, contact our Storm Water Program at 512/239-4671 or look for "Storm Water" on our Web site:

[www.tceq.state.tx.us](http://www.tceq.state.tx.us)



**Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR150000)**

For help completing this application, read the TXR150000 NOI Instructions ([TCEQ-20023-Instructions](#)).

**TCEQ Office Use Only**

TPDES Permit Number: TXR15|\_|\_|\_|\_|\_|\_|\_| - NO  
GIN Number: |\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|

**A. TPDES Permit Number:** TXR15\_\_\_\_\_

**B. Construction Site Operator**

Customer Reference Number: CN\_\_\_\_\_

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: -- \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Country Mailing Information (*if outside USA*) Territory: \_\_\_\_\_ Country Code: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**C. Project / Site Information**

Regulated Entity Reference Number: RN\_\_\_\_\_

Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Location Access Description: \_\_\_\_\_  
City: \_\_\_\_\_ County: -- \_\_\_\_\_ Zip Code: \_\_\_\_\_

**D. Contact** - If the TCEQ needs additional information regarding this termination, who should be contacted?

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**E. Certification**

I certify under penalty of law that authorization under the TPDES Construction General Permit (TXR150000) is no longer necessary based on the provisions of the general permit. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with construction activity under the general permit TXR150000, and that discharging pollutants in storm water associated with construction activity to waters of the U.S. is unlawful under the Clean Water Act where the discharge is not authorized by a TPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Clean Water Act.

**Construction Site Operator Representative:**

Prefix: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_  
Last: \_\_\_\_\_ Suffix: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If you have questions on how to fill out this form or about the storm water program, please contact us at (512) 239-4671. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at (512) 239-3282.

The completed NOT must be mailed to the following address:

**Texas Commission on Environmental Quality  
Storm Water & General Permits Team; MC - 228  
P.O. Box 13087  
Austin, Texas 78711-3087**

Form A.3.

PERFORMANCE BOND

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_

THAT \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "OWNER") in the penal sum of \$ \_\_\_\_\_ (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans, specifications, and Contract Documents, including any extensions thereof which may be granted with our without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended., and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

PRINCIPAL

Printed/Typed Name \_\_\_\_\_
Title: \_\_\_\_\_
Company: \_\_\_\_\_
Address: \_\_\_\_\_

WITNESS

SURETY

Printed/Typed Name \_\_\_\_\_
Title: \_\_\_\_\_
Company: \_\_\_\_\_
Address: \_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: \_\_\_\_\_
Address: \_\_\_\_\_
Phone number: \_\_\_\_\_

Note: Date of Bond must NOT be prior to date of Contract.

Form A.4

PAYMENT BOND

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_

THAT \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "OWNER") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \$ \_\_\_\_\_ (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

\_\_\_\_\_

PRINCIPAL

Printed/Typed Name \_\_\_\_\_

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

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

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

WITNESS

\_\_\_\_\_

SURETY

Printed/Typed Name \_\_\_\_\_

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

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

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

The Resident Agent of the Surety for delivery of notice and service of process is:

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

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

Phone number: \_\_\_\_\_

Note: Date of Bond must NOT be prior to date of Contract.

Form A.5.

MAINTENANCE BOND

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_

§

THAT \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "OWNER") in the penal sum of \$ \_\_\_\_\_ in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of \_\_\_\_\_ year(s) from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ County, Texas.

PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS

PRINCIPAL

Printed/Typed Name \_\_\_\_\_
Title: \_\_\_\_\_
Company: \_\_\_\_\_
Address: \_\_\_\_\_

WITNESS

SURETY

Printed/Typed Name \_\_\_\_\_
Title: \_\_\_\_\_
Company: \_\_\_\_\_
Address: \_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: \_\_\_\_\_
Address: \_\_\_\_\_
Phone number: \_\_\_\_\_

Note: Date of Bond must NOT be prior to date of Contract.

Form A.2.

STANDARD CONSTRUCTION CONTRACT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_

THIS CONTRACT is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_
by and between the \_\_\_\_\_ (hereinafter referred to as "OWNER") and \_\_\_\_\_
(hereinafter referred to as "CONTRACTOR"). In consideration of the mutual
covenants hereinafter set forth, the OWNER and CONTRACTOR agree as follows:

Article I. Work

The CONTRACTOR shall perform all of the work as specified in the Contract Documents. The work is generally described as follows:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Plans and Specifications prepared by: \_\_\_\_\_

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the CONTRACTOR's own cost and expense, the
CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and
services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless
otherwise agreed to by the OWNER.

Article II. Contract Documents

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract
Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any;
proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any
supplemental changes or agreements pertaining to the work or materials therefor; bonds; the Standard Specifications for Public Works
Construction published by the North Central Texas Council of Governments, as amended; and, any additional documents incorporated by
reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

Article III. Contract Time

The CONTRACTOR shall perform and complete all the items of work listed and referred to in the Contract Documents within
\_\_\_\_\_ calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

Article IV. Contract Price

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds.
Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents.

Article V. Debts

The OWNER may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully
due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and
regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

Article VI. Miscellaneous Provisions

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard
Specifications for Public Works Construction, North Central Texas Council of Governments, as amended. The Contract Documents, which
constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any
rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to
be bound. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the
covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned.
All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

CONTRACTOR:

ATTEST:

OWNER:

ATTEST:

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

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

## **ORDER OF PRECEDENCE STATEMENT**

**BID #W2017-16-B**

### **CITY OF WYLIE COMMUNITY PARK PARKING LOT IMPROVEMENTS**

**In case of conflict or contradictions between the construction standards of the City of Wylie, the construction plans for this project and the technical specifications within these documents; the following hierarchy shall preside:**

- **City of Wylie Standard Construction Details**  
<http://www.wylietexas.gov/departments/engineering/index.php>
- **City of Wylie Standard General Notes**  
<http://www.wylietexas.gov/departments/engineering/index.php>
- **Written Technical Specifications W2017-16-B within these Documents**
- **Construction Plans for this Project**
- **North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction (Fourth Edition)**

**If a conflict or contradiction is found, the Engineer and Owner shall be notified immediately.**



Bid # W2016-92-B

CITY OF WYLIE COMMUNITY PARK - PARKING LOT IMPROVEMENTS

(Teague Nall Perkins Project #WYL 14090)

BIDDER NAME: \_\_\_\_\_

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
1	523	SY	Remove Existing Pavement & Parking Islands  , complete in place, for the sum of  _____ Dollars  and _____ Cents per square yard.	\$ _____	\$ _____
2	35	SY	Remove Existing Flatwork  , complete in place, for the sum of  _____ Dollars  and _____ Cents per square yard.	\$ _____	\$ _____
3	1	LS	Unclassified Excavation & Grading  , complete in place, for the sum of  _____ Dollars  and _____ Cents per lump sum.	\$ _____	\$ _____
4	406	SY	7" Concrete Pavement  , complete in place, for the sum of  _____ Dollars  and _____ Cents per square yard.	\$ _____	\$ _____
5	1990	SY	6" Concrete Pavement  , complete in place, for the sum of  _____ Dollars  and _____ Cents per square yard.	\$ _____	\$ _____
6	920	LF	6" Integral Curb  , complete in place, for the sum of  _____ Dollars  and _____ Cents per linear foot.	\$ _____	\$ _____



Bid # W2016-92-B

CITY OF WYLIE COMMUNITY PARK - PARKING LOT IMPROVEMENTS

(Teague Nall Perkins Project #WYL 14090)

BIDDER NAME: \_\_\_\_\_

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
7	2143	SF	5' Sidewalks  , complete in place, for the sum of  _____ Dollars  and _____ Cents per square foot.	\$ _____	\$ _____
8	15	LF	21" RCP  , complete in place, for the sum of  _____ Dollars  and _____ Cents per linear foot.	\$ _____	\$ _____
9	1	EA	10' Curb Inlet  , complete in place, for the sum of  _____ Dollars  and _____ Cents per each.	\$ _____	\$ _____
10	1	EA	Connect to Existing 21" RCP  , complete in place, for the sum of  _____ Dollars  and _____ Cents per each.	\$ _____	\$ _____
11	1	EA	Remove Existing Grate Inlet  , complete in place, for the sum of  _____ Dollars  and _____ Cents per each.	\$ _____	\$ _____
12	1	LS	Erosion Control  , complete in place, for the sum of  _____ Dollars  and _____ Cents per lump sum.	\$ _____	\$ _____



Bid # W2016-92-B

CITY OF WYLIE COMMUNITY PARK - PARKING LOT IMPROVEMENTS

(Teague Nall Perkins Project #WYL 14090)

BIDDER NAME: \_\_\_\_\_

ITEM NO.	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	TOTAL AMOUNT BID
13	1	LS	Pavement Markings & Signage  , complete in place, for the sum of  _____ Dollars  and _____ Cents per lump sum.	\$ _____	\$ _____
14	1	LS	Restoration of Landscaping & Irrigation  , complete in place, for the sum of  _____ Dollars  and _____ Cents per lump sum.	\$ _____	\$ _____
				<b>TOTAL</b>	\$ _____
				<b># of CONSTRUCTION DAYS TO COMPLETE</b>	_____

**CLIENT WORK HISTORY**

W2017-16-B

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

Bidder is to list all experience/awarded contracts of similar size and the scope of work during the past (5) years.

1. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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) \_\_\_\_\_.

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

**W2017-16-B**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that they are 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 [http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://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

**VENDOR ACKNOWLEDGEMENT FORM**

**W2016-92-B  
CITY OF WYLIE COMMUNITY PARK  
PARKING LOT IMPROVEMENTS**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, without limitation. This Bid will remain subject to acceptance for ninety days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents and certifies, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

<b>Dated</b>	<b>Received</b>	<b>Number</b>
_____	_____	No. 1
_____	_____	No. 2
_____	_____	No. 3
_____	_____	No. 4

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, completed the mandatory self-guided Work, site visit, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

(e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

- (f) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to complete the Work for the price(s) shown in the following Schedule of Bid Items. It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be necessary to complete the work fully as planned and contemplated, and that all quantities of work increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletions of work so ordered.

It is understood that the work is to be completed in full within the time designated.

It is understood that the OWNER reserves the right to reject any and all bids.

**The following information must be filled out in its entirety for your bid 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: \_\_\_\_\_

**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

**W2017-16-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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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



Thomas St

Existing Site 800 Thomas, Wylie, TX 75098

Essie May

Community Trail

© 2016 Google

Google earth

1995

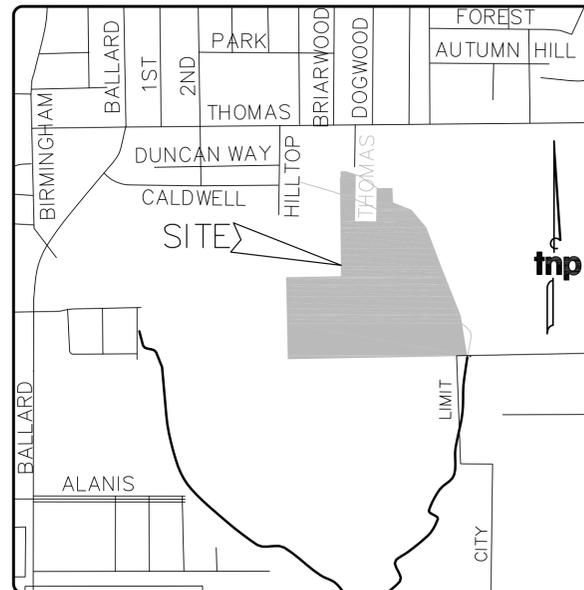
Imagery Date: 4/27/2016 33°00'05.45" N 96°31'53.10" W elev 528 ft eye alt 2304 ft



# Parking Lot Improvements for Wylie Community Park

City of Wylie, Texas  
W2016-92-B

Sheet No.	Sheet Description
1	Cover Sheet
2	Paving Layout
	Paving Details



**Location Map**  
N.T.S.



*Christopher L. Schmitt*  
07/25/2016

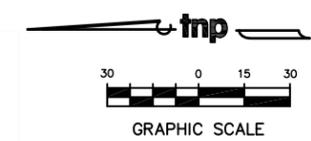
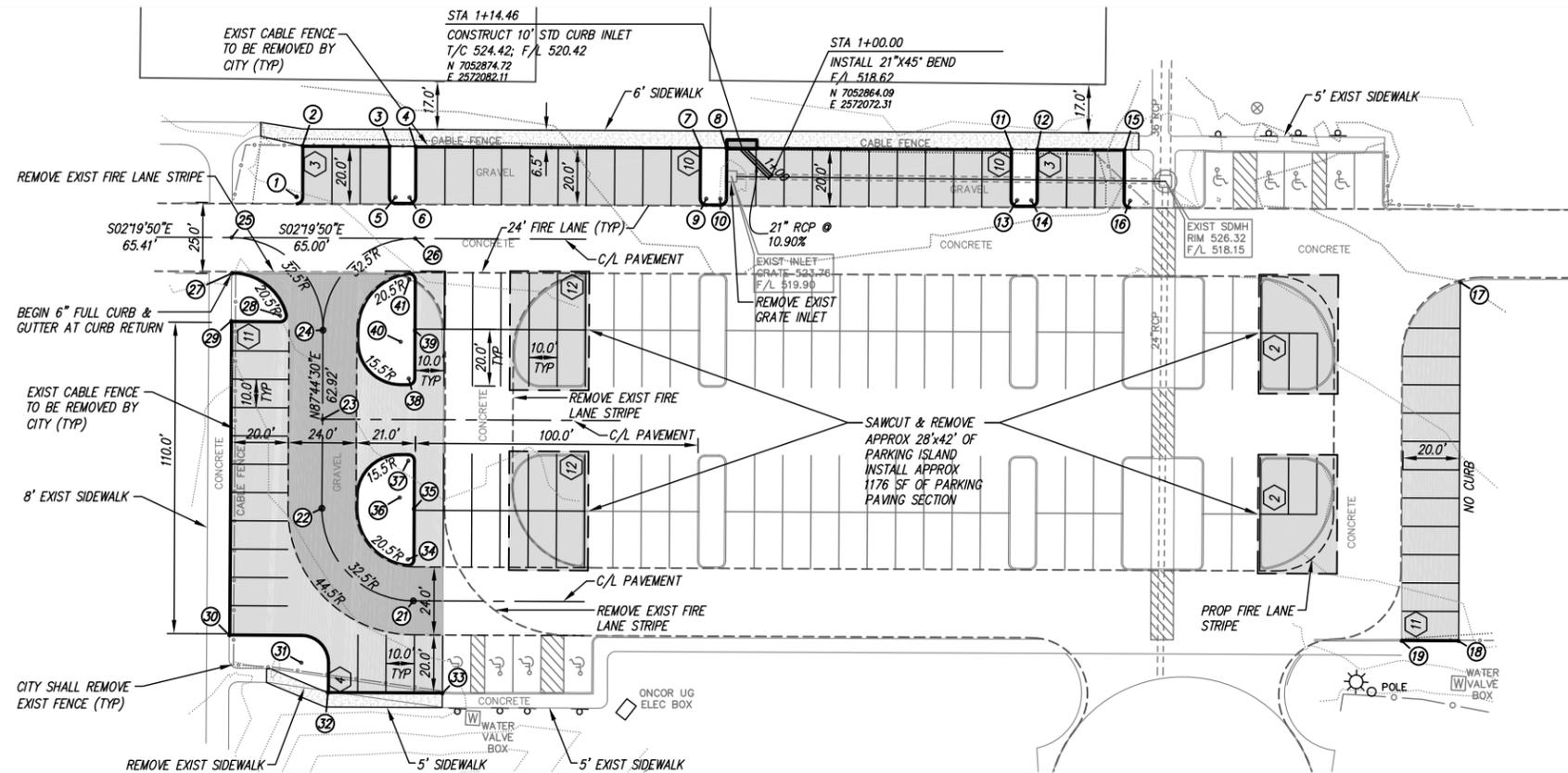
tnp job no. WYL14090

Prepared by:

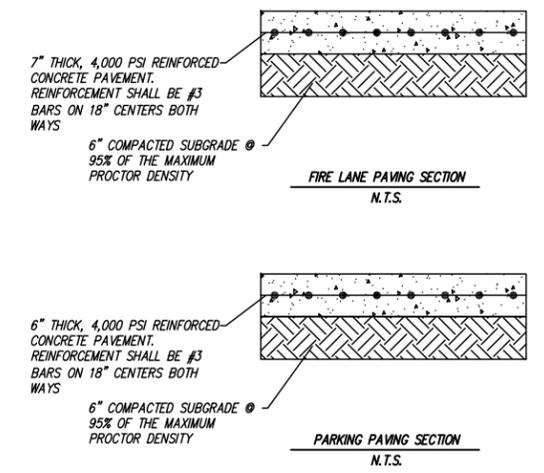


**teague nall & perkins**  
17304 Preston Road, Suite 1340  
Dallas, Texas 75252  
214.461.9867 ph 241.461.9864 fx  
TBPE Registration No. F-230  
www.tnpsc.com

**July 2016**



**NOTE**  
 CONTRACTOR SHALL STOCK PILE EXISTING BASE ROCK AT FAR SOUTH END OF PARKING AREA. VERIFY EXACT LOCATION WITH CITY INSPECTOR.



**DEMOLITION NOTES**

1. CONTRACTOR TO COORDINATE REMOVAL OF MISCELLANEOUS ITEMS WITH OWNER.
2. CONTRACTOR SHALL NOTIFY OWNER OF EXISTING ITEMS IN CONFLICT WITH SITE IMPROVEMENTS AND NOT IDENTIFIED IN PLANS.
3. ALL PHASING AND METHOD OF DEMOLITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. REPLACE/REPAIR ANY IMPROVEMENTS DAMAGED OR REMOVED FOR CONSTRUCTION ACCESS.

**PAVING NOTES**

1. REFER TO THE CITY OF WYLIE STANDARD CONSTRUCTION DETAILS FOR PAVING GENERAL NOTES (STD-00\_R).
2. ALL PORTIONS OF THE TRAIL AND SIDEWALK SHALL BE CONSTRUCTED IN COMPLIANCE WITH T.A.S. / A.D.A. REGULATIONS.
3. ALL DIMENSIONS ARE TO THE BACK OF CURB
4. ALL CONCRETE FLATWORK SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS AND ALL CONCRETE PAVING SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
5. UNLESS OTHERWISE NOTED, CONCRETE FLATWORK SHALL BE PLACED ON UNIFORMLY COMPACTED SUBGRADE. CONTRACTOR SHALL RECOMPACT SUBGRADE TO 95% STANDARD PROCTOR AT OPTIMUM MOISTURE.
6. CONTRACTOR SHALL MATCH EXISTING SAWCUT/EXPANSION JOINTS WITH NEW CONCRETE PAVEMENT LIMITS.

CURB DATA TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
1	7053031.37	2572057.67	RP
2	7053030.10	2572075.74	BC
3	7052998.13	2572077.00	BC
4	7052990.13	2572077.36	BC
5	7052996.40	2572059.09	RP
6	7052991.40	2572059.30	RP
7	7052889.22	2572081.47	BC
8	7052880.23	2572081.84	BC
9	7052886.49	2572063.57	RP
10	7052881.49	2572063.77	RP
11	7052779.31	2572085.94	BC
12	7052770.32	2572086.31	BC
13	7052776.58	2572068.04	RP
14	7052771.58	2572068.24	RP
15	7052739.34	2572087.57	BC
16	7052736.61	2572069.67	RP
17	7052618.57	2572046.18	PI
18	7052613.42	2571919.55	BC
19	7052633.56	2571918.71	BC
21	7052983.61	2571917.00	PC

CURB DATA TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
22	7053017.40	2571948.19	PT
23	7053018.64	2571979.62	PI
24	7053019.89	2572011.14	PC
25	7053053.68	2572042.25	PT
26	7052988.73	2572044.89	PT
27	7053053.10	2572029.60	BC
28	7053035.29	2572015.48	RP
29	7053052.48	2572012.80	BC
30	7053048.10	2571901.89	BC
31	7053022.25	2571893.40	BC
32	7053012.33	2571883.14	BC
33	7052971.87	2571884.79	BC
34	7052986.20	2571931.51	RP
35	7052984.93	2571949.47	RP
36	7052990.08	2571953.26	RP
37	7052987.62	2571966.37	RP
38	7052988.80	2571995.35	RP
39	7052987.41	2572012.42	RP
40	7052992.25	2572008.22	RP
41	7052990.22	2572030.20	RP

**LEGEND**

- # OF PARKING SPACES
- 7" CONCRETE
- 6" CONCRETE

**DIMENSIONAL CONTROL NOTES:**

1. THIS PLAN SHALL BE USED TO CONTROL THE GEOMETRICS OF THE SITE LAYOUT. DIMENSIONAL TIES ARE PROVIDED TO ASSIST IN THE LAYOUT OF THE SITE IMPROVEMENTS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PROVIDED ON THE PLANS.

Drawing: G:\Projects\WYL14090\GDD\Sheets\01 Paving Layout.dwg at Jul 25 2016 - 2:16pm by Jonathan\_P  
 Layout: Layout - Arsite - Paving Layout.dwg - 3-base.dwg - 3-base.dwg - 3-base.dwg - 3-base.dwg

no.	revision	by	date



scale	horiz	1"=30'
vert	N/A	
date		JULY 2016



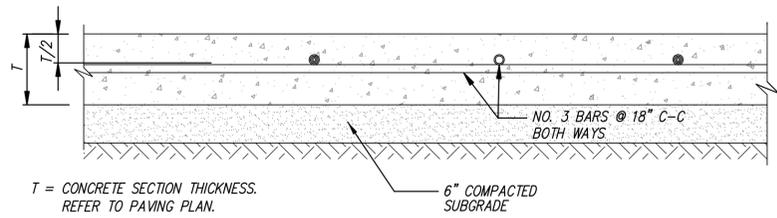
**teague nall & perkins**  
 17304 Preston Road, Suite 1340  
 Dallas, Texas 75252  
 214.461.9867 ph 214.461.9864 fx  
 TBPE Registration No. F-230  
 www.tnpsc.com



City of Wylie, Texas  
 Parking Lot Improvements for  
**Wylie Community Park**  
 Paving Layout

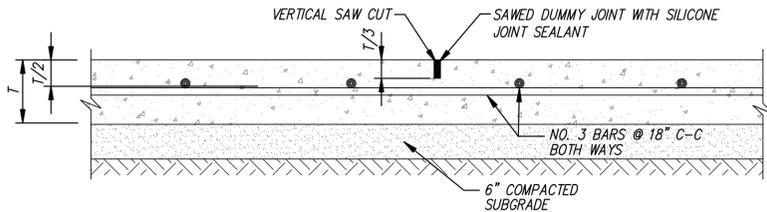
tnp project  
 WYL14090  
 sheet  
**1**

NOTE: SUBGRADE SHALL BE SCARIFIED AND UNIFORMLY COMPACTED TO A MINIMUM OF 95% DRY DENSITY (ASTM D698) AND AT OPTIMUM MOISTURE CONTENT.



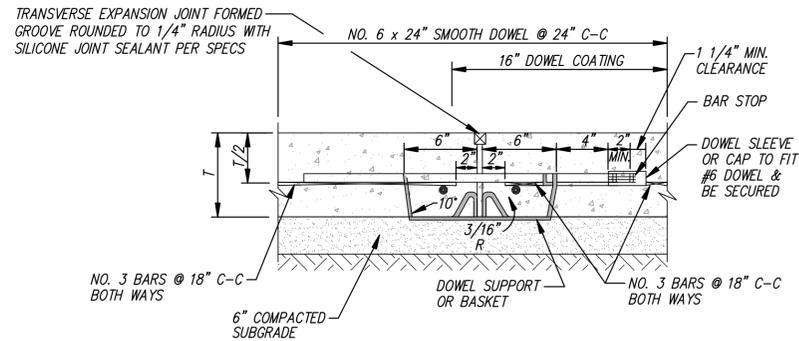
**TYPICAL CONCRETE SECTION**

N.T.S.



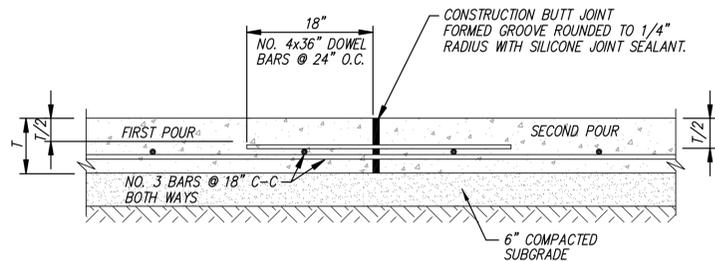
**SAWED DUMMY JOINT**

N.T.S.



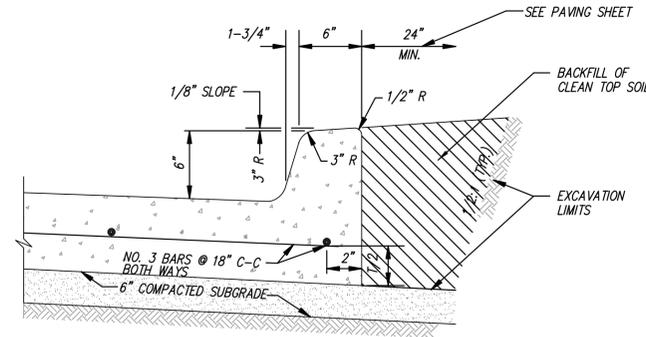
**TRANSVERSE EXPANSION JOINT**

N.T.S.



**CONSTRUCTION BUTT JOINT**

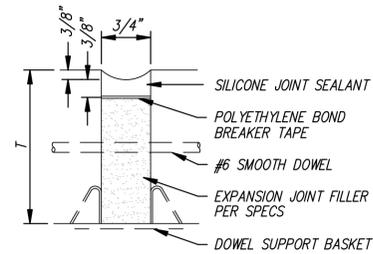
N.T.S.



NOTE: PROVIDE SHELF AT THE BACK OF CURB WHERE HINGED CONNECTION TO STRUCTURAL MEMBERS ARE REQUIRED. (REFER TO STRUCTURAL DETAILS)

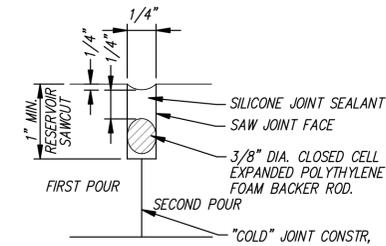
**MONOLITHIC CURB**

N.T.S.



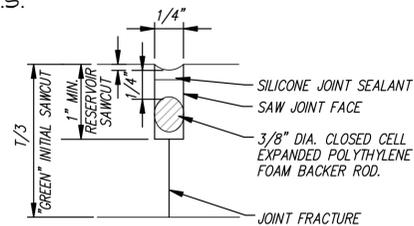
**EXPANSION JOINT SEAL**

N.T.S.



**CONSTRUCTION BUTT JOINT SEAL**

N.T.S.



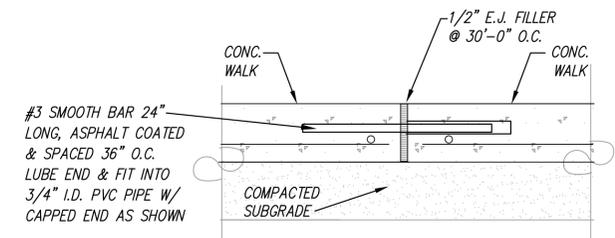
NOTE:  
1. POLYETHYLENE FOAM BACKER ROD DOES NOT SIT ON BOTTOM OF SAW  
2. SILICONE BEAD HAS GENERAL WIDTH TO DEPTH RATIO OF 2:1.

**SAWED DUMMY JOINT SEAL**

N.T.S.

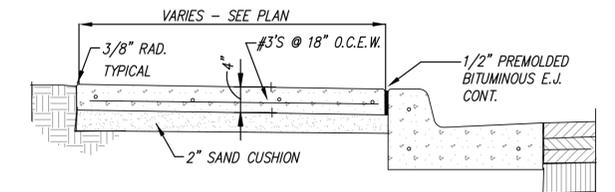
**SIDEWALK GENERAL NOTES:**

1. ALL CONSTRUCTION MATERIALS, METHODS AND PLACEMENT NOT DETAILED BELOW SHALL MEET OR EXCEED THE STANDARD SPECIFICATIONS OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS UNLESS SUPERCEDED BY CITY STANDARD SPECIFICATIONS.
2. REINFORCED CONCRETE SIDEWALK SHALL BE A MINIMUM 4 FEET WIDE, A MINIMUM OF 4 INCHES THICK AND SHALL BE CLASS "A" CONTAINING A MINIMUM OF 5 SACKS OF TYPE I CEMENT PER YARD. AGGREGATE SHALL CONSIST OF A MINIMUM OF 50% CRUSHED STONE. ALL CONCRETE PLACED SHALL CONTAIN SUFFICIENT AIR ENTRAINING AGENT TO YIELD 5% ± 1% AIR CONTENT.
3. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/8 INCH.
4. ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A-615 GRADE 60. REINFORCING STEEL SHALL BE PLACED WITH A MINIMUM OF 1-1/2" OF COVER FOR #5 BARS OR SMALLER. WHERE REINFORCING BARS ARE SPLICED, A 30 DIAMETER LAP SHALL BE USED.
5. SUBGRADE SHALL CONSIST OF NATIVE SOIL COMPACTED TO A DENSITY NOT LESS THAN 95% ASTM D698 OPTIMUM MOISTURE CONTENT OR ABOVE.
6. SIDEWALKS SHALL BE FINISHED BY LIGHTLY BROOMING SURFACE TRANSVERSELY TO DIRECTION OF MAIN TRAFFIC OR WHERE ADJACENT SIDEWALKS DIFFER FROM FROM THIS STANDARD, NEW SIDEWALKS SHALL CONFORM TO ADJACENT SIDEWALK (E.G. EXPOSED AGGREGATE).
7. AN APPROVED WHITE PIGMENTED CURING COMPOUND SHALL BE APPLIED TO THE SURFACE OF THE PAVEMENT AS SOON AS IT HAS BEEN PLACED AND FINISHED.



**TYPICAL CONC. WALK EXPANSION JOINT**

N.T.S.



**TYPICAL SIDEWALK**

N.T.S.

Drawing: C:\Projects\WYL14090\CAD\Sheets\02\_Miscellaneous\_Details.dwg, Jul 25, 2016 - 2:20pm, by Jonathan\_P  
Copyright: Details - Area: Formwork.dwg - C:\Signatures - Sean B. Long

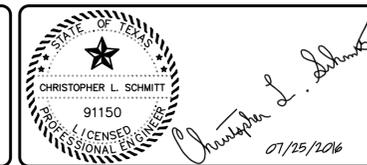
no.	revision	by	date



scale	horiz	N/A
vert	N/A	
date	JULY 2016	



**teague nall & perkins**  
17304 Preston Road, Suite 1340  
Dallas, Texas 75252  
214.461.9867 ph 214.461.9864 fx  
TBPE Registration No. F-230  
www.tnpsc.com



City of Wylie, Texas Parking Lot Improvements for <b>Wylie Community Park</b> Paving Details	tnp project WYL14090 sheet <b>2</b>
---	--



December 9, 2010

Mr. Chris B. Seely, P.E.  
TEAGUE NALL AND PERKINS, INC.  
12160 N. Abrams Road  
Suite 508  
Dallas, Texas 75243

ECS Project No. 19:5737

Reference: Subsurface Exploration and Geotechnical Engineering Analysis, Wylie Community Park Concession Stand, Thomas Street, Wylie, Texas

Dear Mr. Seely:

As requested, ECS-Texas, LLP (ECS) has completed the subsurface exploration and geotechnical engineering analysis for the aforementioned project. We have discussed this project with you as well as performed a general site reconnaissance, in addition to our subsurface investigation.

### **Scope of Services**

#### **Field Exploration**

ECS performed a total of one (1) soil test boring within the limits of the proposed foundation system of the planned Concession Stand. The boring was drilled to a depth of approximately 20 feet, below the existing ground surface.

Representative soil samples were obtained by means of the Shelby tube sampling procedures in accordance with ASTM Specifications D-1587. In the Shelby tube sampling procedure, a thin walled, steel seamless tube with sharp cutting edges is pushed hydraulically into the soil, and a relatively undisturbed sample is obtained.

A field log of the soils encountered in the boring was maintained by the drill crew. After recovery, each geotechnical soil sample was removed from the sampler and visually classified. Representative portions of each soil sample were then wrapped in plastic and transported to our laboratory for further visual examination and laboratory testing. After completion of the drilling operations, the boreholes were backfilled with auger cuttings to the existing ground surface.

The boring was monitored while drilling and after completion of drilling for the presence and level of groundwater. Groundwater seepage was not observed.

#### **Laboratory Testing Program**

Representative soil samples were selected and tested in our laboratory. The soil samples were tested for moisture content, Atterberg Limits and gradation analyses (washed 200 sieve). A calibrated hand penetrometer was used to estimate the unconfined compressive strength of the

majority of the soil samples. The calibrated hand penetrometer has been correlated with unconfined compression tests and provides a better estimate of the soil consistency than visual observation alone.

An experienced geotechnical engineer classified each soil sample on the basis of texture and plasticity in general accordance with the Unified Soil Classification System. The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring log. A brief explanation of the Unified System is included with this report. The geotechnical engineer grouped the various soil types into the major zones noted on the boring log. The stratification lines designating the interfaces between earth materials on the boring log and profiles are approximate; in situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposition.

### **Analysis and Recommendations**

Based on the subsurface conditions encountered in the boring, the anticipated column and loading conditions and our anticipated lowest level/bearing elevation, the site appears well suited for the proposed development as described herein. The following sections present more detailed recommendations with regard to the proposed development.

#### **Potential Vertical Movements**

The clay soils encountered at this site are considered moderately to highly active. These active soils can subject slabs and foundations to movements (due to shrinking and swelling) with fluctuations in their moisture content. Based on test method TEX-124-E in the Texas Department of Transportation (TxDOT) Manual of Testing Procedures, and our experience with similar soils, we estimate potential vertical soil movements (PVM) are about 2.5 to 3.0 inches, based on existing (dry) conditions. These potential movements reflect moisture changes in the soil that can occur over the life of the building and after construction is complete.

#### **Foundation Recommendations**

Since the above slab movements may be beyond normal design tolerances, the most positive method to reduce movements of slabs to very low levels would be to structurally suspend these slabs above the active clays. We are providing both a suspended slab and slab on grade supported by drilled piers, as well as a monolithic slab foundation system.

#### **Belled Drilled Shaft Foundation**

Underreamed shafts should bear at a minimum depth of about 18 feet below the existing grade. A net allowable end bearing pressure of 5,000 psf can be used to design shafts bearing at the recommended bearing depth. This bearing pressure includes a factor of safety of at least 3 for general shear failure.

Drilled shaft foundations that are designed and constructed in accordance with the recommendations in this report could be subjected to long term movements of about an inch or less.

Underreamed shafts should be a minimum of 18 inches in diameter and contain sufficient vertical reinforcing steel throughout the entire shaft length to resist uplift (tensile) forces due to post-construction heave of the clay soils. The magnitude of uplift is difficult to predict and will vary with the in-situ moisture contents at the time of construction. The uplift pressures can be approximated by assuming a uniform uplift of 1,400 psf over the entire shaft perimeter to a depth of 12 feet, below the lowest finished exterior grades.

An underreamed base to shaft diameter ratio of 2 to 1 should provide sufficient resistance to uplift pressures caused by heaving in the active clays. It is recommended the underreamed base to shaft diameter ratio not exceed 3 to 1. The minimum clear spacing between edges of adjacent shafts should be at least one (1) bell diameter.

Installation (drill and final concrete placement) of individual shafts should be completed in one day. This time limit does not only have design implications (reduction of side friction, excessive settlement due to the softening and saturation of bearing materials) but also has practical implications such as losing steel casing in the ground due to excessive soil squeeze and set up due to instabilities or continuous seepage.

The concrete should have a slump between 5 and 7 inches and should be placed in a manner that prevents it from striking the reinforcing steel and sides of the excavation (such as using a tremmie in the upper 10 feet). We recommend that all drilled shafts be observed by qualified geotechnical personnel, to verify proper shaft installation. The concrete in the upper five feet of the shaft should be mechanically consolidated.

Prior to concrete placement, any infiltrating water should be pumped out so that no more than 2 inches of standing water is present at the bottom of the excavation. Where steel casing is used to minimize the impact of groundwater, the casing should extend the full depth of the shaft excavation to ensure a proper seal. During concrete placement, a sufficient head of concrete must be maintained in the casing during withdrawal.

#### Structural Suspended Slab – Drilled Shafts

Since the above slab movements may be beyond normal design tolerances, and in lieu of providing any subgrade improvements, we believe that the lowest risk option of future movements and their impact on the building would be to structurally suspend these slabs. A minimum void space of 8 inches should be provided between the floor system and any hanging fixtures (i.e. plumbing lines), and underlying subgrade. The ground surface beneath suspended floors should be shaped and drained to prevent the ponding of water.

If a crawl space is provided below the floor slabs, adequate ventilation should also be provided. Additionally, if a crawl space will be primarily below the level of existing grade, a vertical moisture barrier should be considered around the perimeter of the structures. Adequate drainage should be provided should standing water infiltrate underneath the slabs.

**Slab on Grade – Drilled Shafts**

In lieu of a suspended slab and with some additional risk towards future movements, the building may be designed to be supported by drilled piers and a conventional slab on grade. In order to use a slab on grade, the building pad subgrade must be prepared for a maximum PVM of 1.0 inch or 1.5 inch. We recommend that a modulus of subgrade reaction ( $k_s$ ) of 120 pci be used, as applicable, for the design of the slab on grade.

If a slab on grade is used, we recommend that it be isolated from the foundations so differential movements of the structure will not induce shear stresses on the floor slab. For maximum effectiveness, temperature and shrinkage reinforcements in slabs on ground should be positioned in the upper third of the slab thickness. The Wire Reinforcement Institute recommends the mesh reinforcement be placed 2 inches below the slab surface or upper one-third of slab thickness, whichever is closer to the surface. Adequate construction joints, contraction joints and isolation joints should also be provided in the slab to reduce the impacts of cracking and shrinkage. Please refer to ACI 302.1R96 Guide for Concrete Floor and Slab Construction for additional information regarding concrete slab joint design.

**Monolithic Slab Foundation**

In lieu of supporting the proposed building on a drilled pier foundation system, another suitable alternative would be to use a monolithic slab-on-grade/grade beam structural foundation system. This system may be designed with conventional reinforcing or by post-tensioning. The slab should be designed in accordance with WRI/CRSI “Design Slab-On-Ground Foundations” or PTI “Design and Construction of Post-Tensioned Slabs-On-Ground”.

An effective Plasticity Index of 30 is recommended for use in slab design and the following design parameters are recommended for the Post-Tensioning Institute’s slab-on-grade design method (3<sup>rd</sup> Edition):

Edge Moisture Variation		Differential Swell, $y_m$		
		Existing	(PVM = 1.5 inches)	(PVM = 1.0 inches)
Center Lift	8.5 feet	1.7 inches	0.8 inches	0.5 inches
Edge Lift	4.5 feet	3.2 inches	1.5 inches	1.0 inches

These design parameters assume that positive drainage will be provided away from the structures and with moderate irrigation of surrounding lawn and planter areas with no excessive wetting or drying of soils adjacent to the foundations. Greater potential movements could occur with extreme wetting or drying of the soils due to ponding of water, plumbing leaks or lack of irrigation.

A net allowable soil bearing pressure of 3,000 psf can be used to design grade beams founded on the reworked existing soils or compacted select fill, as described above in the section titled “Earthwork Operations”. Grade beams should have a minimum width of 12 inches to reduce the possibility of foundation bearing failure and excessive settlement due to local shear or "punching" failures.

Additionally, the grade beams should extend at least 18 inches below final adjacent grade to utilize this bearing pressure. Fills should be sloped to drain surface water away from the structure.

### **Building Slabs and Perimeter Conditions**

If floor treatments that are sensitive to moisture will be used, a vapor barrier of polyethylene sheeting or similar material should be placed beneath the slab to minimize moisture migration through the slab. If a vapor barrier is considered to provide moisture protection, special attention should be given to the surface curing of the slabs to minimize uneven drying of the slabs and associated cracking and/or slab curling. The use of a blotter or cushion layer above the vapor barrier can also be considered for project specific reasons. Please refer to ACI 302.1R96 *Guide for Concrete Floor and Slab Construction* and ASTM E 1643 *Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs* for additional guidance on this issue.

Soils placed along the exterior of the grade beams should be on-site clay soils placed and compacted in accordance with this report. The purpose of this clay backfill is to reduce the opportunity for surface or subsurface water infiltration beneath the structure.

We recommend paving/sidewalks be placed adjacent to the structures (up to 10 feet in width around the entire building) to reduce seasonal drying of the moisture conditioned soils near the perimeter of the structures. Irrigation of lawn and landscaped areas should be moderate, with no excessive wetting or drying of soils around the perimeter of the structures allowed. Positive drainage away from the structures should also be provided. Trees and bushes/shrubs planted near the perimeter of the structures can withdraw large amounts of water from the soils and should be planted at least their anticipated mature height away from the buildings.

In landscape areas, a method to reduce seasonal drying consists of placing a 5 feet wide impermeable barrier (heavy polyethylene sheeting with a minimum 6 mil thickness) extending either horizontally or vertically at the building perimeter. Irrigation of lawn and landscaped areas should be moderate, with no excessive wetting or drying of soils around the perimeter of the structures allowed. Positive drainage away from the structures should also be provided. Trees and bushes/shrubs planted near the perimeter of the structure can withdraw large amounts of water from the soils and should be planted at least their anticipated mature height away from the building.

### **Subgrade Improvements**

The design team should select the preferred foundation system and PVM value based on level of acceptable risk associated with future building movements. Once the appropriate foundation system and acceptable PVM is identified, the appropriate building pad preparation should be selected and performed during construction as outlined below. We would be pleased to assist in this decision

Improvements to the soil subgrade can be achieved by replacing on-site soils with select fill, either alone or in conjunction with reworking on-site soils with proper moisture/density control. The improved soil zone should extend at least 5 feet beyond the building pad, and include any flatwork sensitive to movements such as sidewalks. The following table provides some building pad improvement depths

and associated PVM values for each scenario. Please note that these depths are measured from finished exterior grades. The specific recommendations are provided in the subsequent sections.

Depth of Select Fill (feet) <sup>1</sup>	Depth of Moisture Conditioning (feet)	Total Depth of Improved Zone (feet) <sup>1</sup>	Estimated PVM (inches)
3	0	3	1.5
2	3	5	
5	0	5	1.0
3	4	7	

<sup>1</sup> – Minimum depth for both cut and fill scenarios.

### Select Fill

Select fill material such as Silty or Clayey SAND (SM or SC), that is free of debris and organic matter, should have a Plasticity Index (PI) of no greater than 15, and contain no less than 25 percent passing the No. 200 sieve. The select fill should be placed and compacted as outlined in the “Earthwork Operations” section of this report.

In lieu of supporting Select Fill materials the on-site clay soils may be stabilized with lime at a preliminary application rate of 6% hydrated lime by dry weight of soil.

### Moisture Conditioning

Reworking of the existing clays is performed to increase the moisture of the clays to a level that reduces their ability to absorb additional water that could result in post-construction heave in these soils. The existing clays in the building areas should be excavated to the required depth. The excavated clays can then be replaced as outlined in the “Earthwork Operations” section of this report. Care should be taken to verify and preserve the specified moisture levels in the reworked clays prior to placement of select fill.

### Earthwork Operations

In preparing the site for construction, all loose, poorly compacted existing soils, vegetation, organic soil, existing pavements or utilities, existing fill material, or other unsuitable materials should be removed from all proposed building areas, and any areas receiving new fill. After stripping the site and prior to placing any fill, we recommend proofrolling the area with heavy construction equipment such as a fully loaded scraper or tandem axle dump truck with a minimum axle load of 10 tons. The purpose of the proofrolling is to attempt to locate any soft or compressible soils prior to placing new fill. Unsuitable materials located during proofrolling should be removed to firm ground and replaced with properly compacted fill as described in the following paragraphs.

Prior to placement of any new fill, all subgrades should be scarified to a minimum depth of 6 inches, moisture conditioned and compacted to at least 95% of Maximum Dry Density as obtained by the Standard Proctor Method (ASTM D-698) at 0% to +2% above the optimum value.

Imported soil should not have a Plasticity Index (PI) of greater than or equal to 20. All fills required to support the proposed building areas should be moisture conditioned to a workable moisture content between -2% and +3% (granular fills) or +2% to +8% (clay fills) of the optimum moisture content and compacted to at least 95% (granular fills) or 93% (clay fills) of the Maximum Dry Density as obtained by the Standard Proctor Method (ASTM D-698).

Soil moisture levels should be preserved (by various methods that can include covering with plastic, watering, etc.) until new fill or slabs are placed. All fill soils should be placed in 8 inch loose lifts for mass grading operations and 4 inches for trench type excavations where walk behind or "jumping jack" compaction equipment is used.

Upon completion of the filling operations, care should be taken to maintain the soil moisture content prior to construction of floor slabs. If the soil becomes desiccated, the affected material should be removed and replaced, or these materials should be scarified, moisture conditioned and recompacted.

Utility cuts should not be left open for extended periods of time and should be properly backfilled. Backfilling should be accomplished with properly compacted on-site soils, rather than granular materials. If granular materials are used, a utility trench cut-off at the building line is recommended to help prevent water from migrating through the utility trench backfill to beneath the proposed structure.

Field density and moisture tests should be performed on each lift as necessary to verify that adequate compaction is achieved. As a guide, one test per 2,500 square feet per lift is recommended in the building areas. In larger site areas, a test frequency of one test per 5,000 square feet or greater per lift may be considered. Utility trench backfill should be tested at a rate of one test per lift per each 300 linear feet of trench.

### **Construction Considerations**

In a dry and undisturbed state, the upper 1-foot of the majority of the soil at the site will provide good subgrade support for fill placement and construction operations. However, when wet, this soil will degrade quickly with disturbance from contractor operations. Therefore, good site drainage should be maintained during earthwork operations, which would help maintain the integrity of the soil.

The surface of the site should be kept properly graded in order to enhance drainage of the surface water away from the proposed building areas during the construction phase. We recommend that sump pumps and pits be used, as necessary, to prevent ponding of water on any subgrades.

Therefore, the contractor should carefully plan his operation to minimize exposure of the subgrade to weather and construction equipment traffic, and provide and maintain good site drainage during earthwork operations to help maintain the integrity of the surficial soils. All erosion and sedimentation shall be controlled in accordance with sound engineering practice and current jurisdictional requirements.

ECS Job No. 5737  
Wylie Community Park Concession Stand  
Wylie, Texas

## **Closing**

This report has been prepared for the use of our client, including all its affiliates and subsidiaries, in order to aid in the evaluation of this property and to assist in the design of this project. The project description represents our current understanding of the significant aspects of the proposed improvements relevant to the geotechnical considerations. It is recommended that once the proposed grading plan is finalized, with finished floor elevations and maximum structural loads established, we review our recommendations and provide any revisions as necessary to this geotechnical report.

We recommend that the construction activities be monitored by a qualified geotechnical engineering firm to provide the necessary overview and to check the suitability of the subgrade soils of footings and floor slabs. We would be most pleased to provide these services.

Respectfully,

**ECS – TEXAS, LLP**



Mark R. Zortman, P.E.  
Principal Engineer



The seal appearing on this document was authorized by Mark R. Zortman No. 99872, on December 9, 2010

Attachments: Reference Notes for Boring Logs  
Unified Soil Classification System  
Boring Log B-1  
Laboratory Testing Results  
Boring Location Diagram

[I:\{GEOTECH}\GEOTECH\PROJECTS\5700-5799\5700-5750\5737 Wylie Park Concession Stand5737 MRZ.ltr.doc]

## REFERENCE NOTES FOR BORING LOGS

### I. Drilling Sampling Symbols

SS	Split Spoon Sampler	ST	Shelby Tube Sampler
RC	Rock Core, NX, BX, AX	PM	Pressuremeter
DC	Dutch Cone Penetrometer	RD	Rock Bit Drilling
BS	Bulk Sample of Cuttings	PA	Power Auger (no sample)
HSA	Hollow Stem Auger	WS	Wash sample
REC	Rock Sample Recovery %	RQD	Rock Quality Designation %

### II. Correlation of Penetration Resistances to Soil Properties

Standard Penetration (blows/ft) refers to the blows per foot of a 140 lb. hammer falling 30 inches on a 2-inch OD split-spoon sampler, as specified in ASTM D 1586. The blow count is commonly referred to as the N-value.

#### A. Non-Cohesive Soils (Silt, Sand, Gravel and Combinations)

<i>Density</i>		<i>Relative Properties</i>	
Under 4 blows/ft	Very Loose	Adjective Form	12% to 49%
5 to 10 blows/ft	Loose	With	5% to 12%
11 to 30 blows/ft	Medium Dense		
31 to 50 blows/ft	Dense		
Over 51 blows/ft	Very Dense		

<i>Particle Size Identification</i>		
Boulders		8 inches or larger
Cobbles		3 to 8 inches
Gravel	Coarse	1 to 3 inches
	Medium	½ to 1 inch
	Fine	¼ to ½ inch
Sand	Coarse	2.00 mm to ¼ inch (dia. of lead pencil)
	Medium	0.42 to 2.00 mm (dia. of broom straw)
	Fine	0.074 to 0.42 mm (dia. of human hair)
Silt and Clay		0.0 to 0.074 mm (particles cannot be seen)

#### B. Cohesive Soils (Clay, Silt, and Combinations)

<i>Blows/ft</i>	<i>Consistency</i>	<i>Unconfined Comp. Strength Q<sub>p</sub> (tsf)</i>	<i>Degree of Plasticity</i>	<i>Plasticity Index</i>
Under 2	Very Soft	Under 0.25	None to slight	0 – 4
3 to 4	Soft	0.25-0.49	Slight	5 – 7
5 to 8	Medium Stiff	0.50-0.99	Medium	8 – 22
9 to 15			Stiff	High to Very High
16 to 30	Very Stiff	2.00-3.99		
31 to 50	Hard	4.00–8.00		
Over 51	Very Hard	Over 8.00		

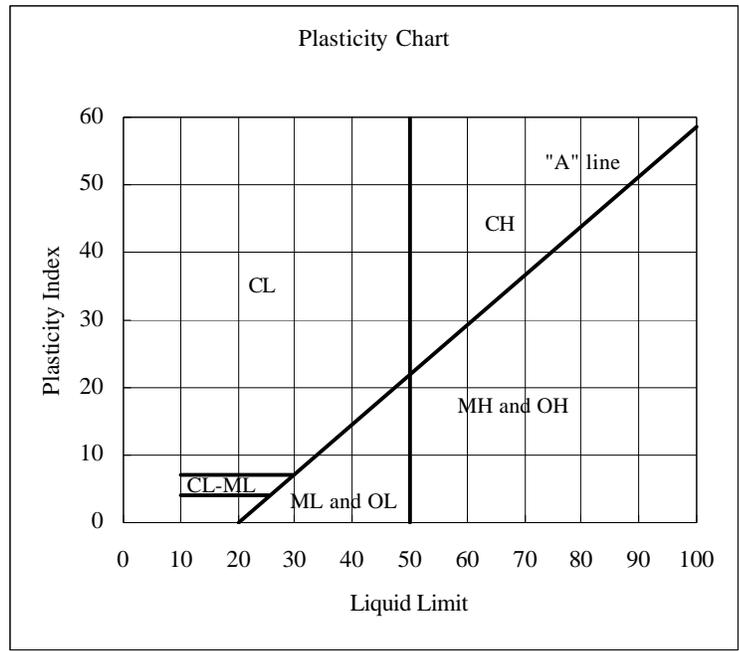
### III. Water Level Measurement Symbols

WL	Water Level	BCR	Before Casing Removal	DCI	Dry Cave-In
WS	While Sampling	ACR	After Casing Removal	WCI	Wet Cave-In
WD	While Drilling	▽	Est. Groundwater Level	▽	Est. Seasonal High GWT

The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in a granular soil. In clay and plastic silts, the accurate determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally applied.

# UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)

Major Divisions		Group Symbols	Typical Names	Laboratory Classification Criteria				
Coarse-grained soils (More than half of material is larger than No. 200 Sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than 5 percent GW, GP, SW, SP More than 12 percent GM, GC, SM, SC 5 to 12 percent Borderline cases requiring dual symbols <sup>b</sup>	$C_u = D_{60}/D_{10}$ greater than 4 $C_c = (D_{30})^2/(D_{10} \times D_{60})$ between 1 and 3		
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		Not meeting all gradation requirements for GW		
		Gravels with fines (Appreciable amount of fines)	GM <sup>a</sup>	d		Silty gravels, gravel-sand mixtures	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
				u				
	GC	Clayey gravels, gravel-sand-clay mixtures	Atterberg limits below "A" line or P.I. less than 7					
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines		$C_u = D_{60}/D_{10}$ greater than 6 $C_c = (D_{30})^2/(D_{10} \times D_{60})$ between 1 and 3		
			SP	Poorly graded sands, gravelly sands, little or no fines		Not meeting all gradation requirements for SW		
		Sands with fines (Appreciable amount of fines)	SM <sup>a</sup>	d		Silty sands, sand-silt mixtures	Atterberg limits above "A" line or P.I. less than 4	Limits plotting in CL-ML zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
				u				
		SC	Clayey sands, sand-clay mixtures	Atterberg limits above "A" line with P.I. greater than 7				
Fine-grained soils (More than half material is smaller than No. 200 Sieve)		Silts and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity				
	CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays					
	OL		Organic silts and organic silty clays of low plasticity					
	Silts and clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts					
		CH	Inorganic clays of high plasticity, fat clays					
		OH	Organic clays of medium to high plasticity, organic silts					
	Pt	Peat and other highly organic soils						

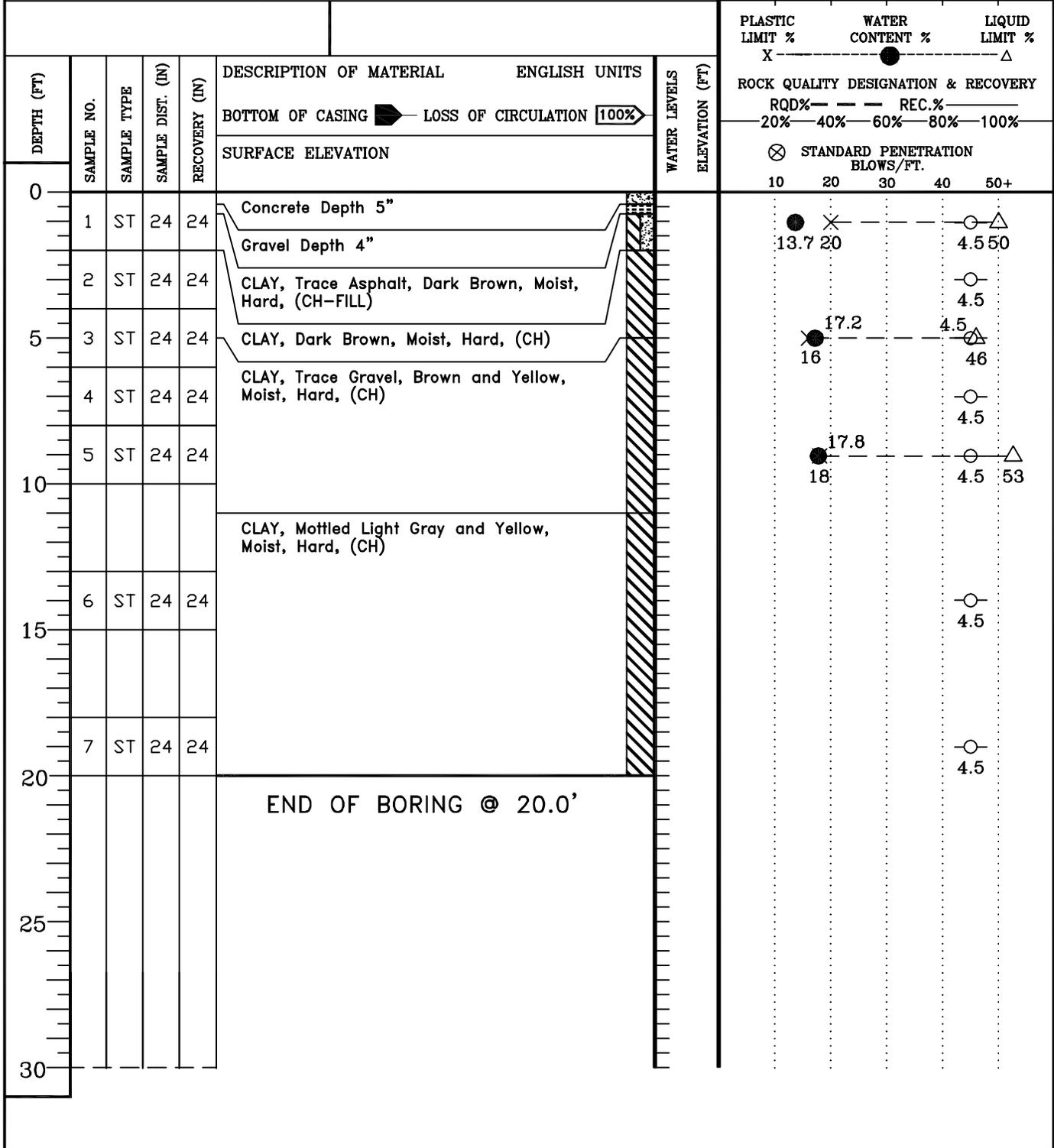


<sup>a</sup> Division of GM and SM groups into subdivisions of d and u are for roads and airfields only. Subdivision is based on Atterberg limits; suffix d used when L.L. is 28 or less and the P.I. is 6 or less; the suffix u used when L.L. is greater than 28.

<sup>b</sup> Borderline classifications, used for soils possessing characteristics of two groups, are designated by combinations of group symbols. For example: GW-GC, well-graded gravel-sand mixture with clay binder. (From Table 2.16 - Winterkorn and Fang, 1975)

CLIENT TEAGUE NALL AND PERKINS, INC.	JOB # 5737	BORING # B-1	SHEET 1 OF 1	<b>ECS</b> LLP TEXAS
PROJECT NAME Wylie Community Park Concession Stand	ARCHITECT-ENGINEER			

SITE LOCATION Thomas Street, Wylie, TX 75098	○ CALIBRATED PENETROMETER TONS/FT. <sup>2</sup> 1 2 3 4 5+ PLASTIC LIMIT %      WATER CONTENT %      LIQUID LIMIT % X-----●-----△ ROCK QUALITY DESIGNATION & RECOVERY RQD%-----REC.%----- 20%---40%---60%---80%---100% ⊗ STANDARD PENETRATION BLOWS/FT. 10 20 30 40 50+
---	--



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES IN-SITU THE TRANSITION MAY BE GRADUAL			
▽ WL	⊗ OR WD	BORING STARTED 11/30/10	DRILLER: MH Drilling Services
▽ WL(BCR)	▽ WL(ACR)	BORING COMPLETED 11/30/10	CAVE IN DEPTH ⊙
▽ WL		RIG B-57 FOREMAN Miguel	DRILLING METHOD CFA

MRZ (12-09-10)

Mzortman

**ECS Texas, LLP**  
**Dallas, TX**  
**Laboratory Testing Summary**

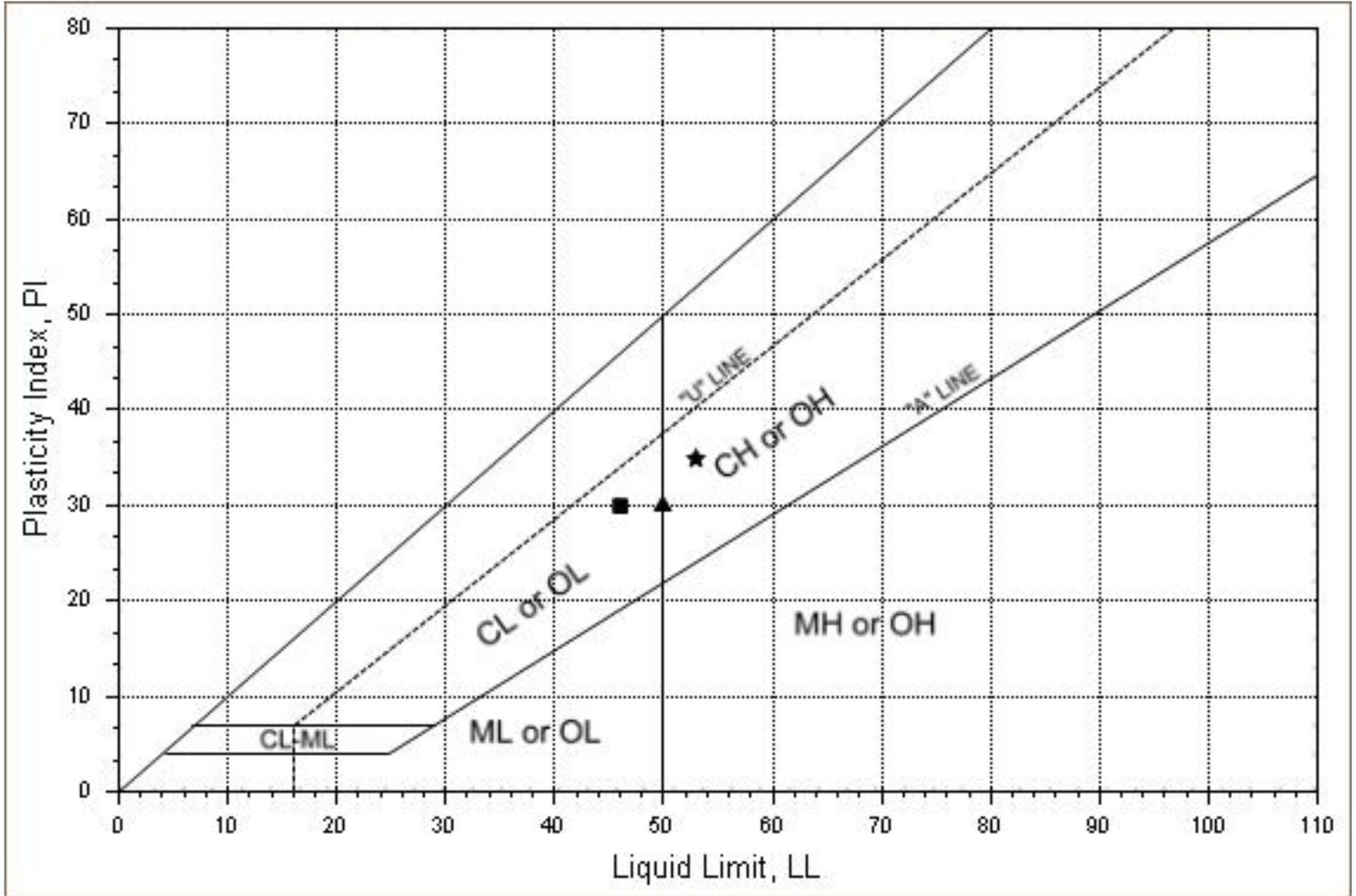
Printed on (date): December 09, 2010

Project No. 5737 Project Name. Wylie Community Park Concession Stand  
 Project Engineer Mark R. Zortman Principal Engineer Mark R. Zortman Summary By Mark R. Zortman

Boring Number	Sample Number	Depth (feet)	MC <sup>1</sup> (%)	Soil Type <sup>2</sup>	Atterberg Limits <sup>3</sup>			Percent Passing No. 200 Sieve <sup>4</sup>	Moisture - Density (Corr.) <sup>5</sup>		CBR Value <sup>6</sup>	Other
					LL	PL	PI		Maximum Density (pcf)	Optimum Moisture (%)		
B-1	S-1	0.00 - 2.00	13.7	CH-FILL	50	20	30	86.5				
B-1	S-3	4.00 - 6.00	17.2	CL	46	16	30	92.7				
B-1	S-5	8.00 - 10.00	17.8	CH	53	18	35	93.9				

**Notes:** 1. ASTM D 2216, 2. ASTM D 2487, 3. ASTM D 4318, 4. ASTM D 1140, 5. See test reports for test method, 6. See test reports for test method  
**Definitions:** MC: Moisture Content, Soil Type: USCS (Unified Soil Classification System), LL: Liquid Limit, PL: Plastic Limit, PI: Plasticity Index, CBR: California Bearing Ratio, OC: Organic Content (ASTM D 2974)

# Atterberg Limits (ASTM D 4318) Test Summary (Method B)



All samples are prepared using 'DRY' method unless otherwise noted

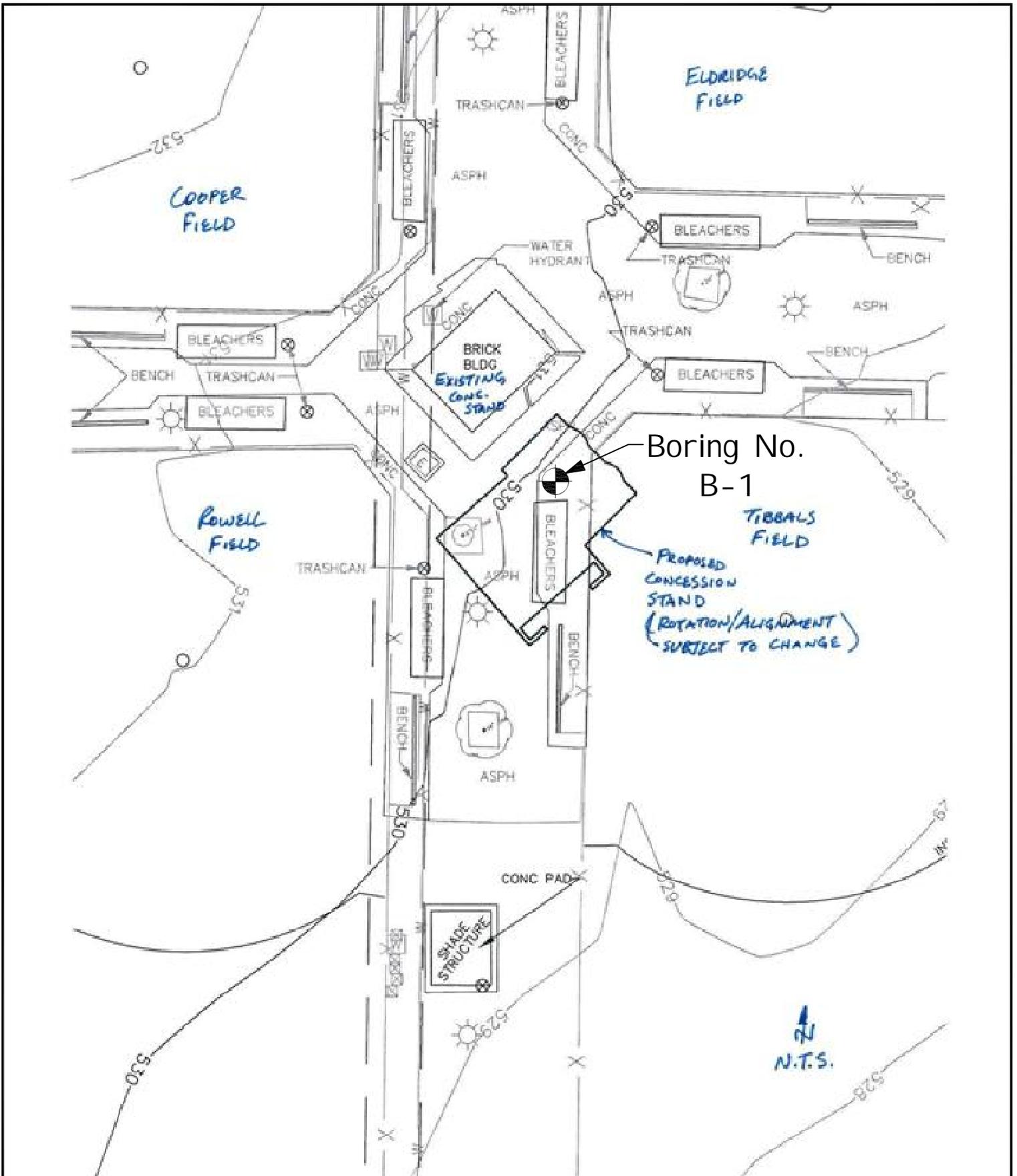
Boring Number Sample Number	Depth (feet)	Test Symbol	Description	MC (%)	LL	PL	PI	% Passing #200 Sieve	% Sample Retained on #40 Sieve	Notes
B-1 / S-1	0.00 - 2.00	▲	CLAY, Trace Asphalt, Dark Brown, Moist, Hard	13.7	50	20	30	86.5	----	Prepared using 'WET' method.
B-1 / S-3	4.00 - 6.00	■	CLAY, Trace Gravel, Brown and Yellow, Moist, Hard	17.2	46	16	30	92.7	----	Prepared using 'WET' method.
B-1 / S-5	8.00 - 10.00	★	CLAY, Trace Gravel, Brown and Yellow, Moist, Hard	17.8	53	18	35	93.9	----	Prepared using 'WET' method.

**Project No.** 5737  
**Project Name:** Wylie Community Park Concession Stand  
**PM:** Mark R. Zortman  
**PE:** Mark R. Zortman  
**Printed on(date):** December 09, 2010



**ECS Texas, LLP**

**Dallas, TX**



BORING LOCATION  
DIAGRAM



Wylie Community Park  
Concession Stand

Wylie, Texas

ENGINEER MRZ	SCALE NTS
DRAFTSMAN CMS	PROJECT NO. 19-5737
REVISIONS	SHEET 1 of 1
	DATE 12/10/10