

BID AND CONTRACT DOCUMENTS, SPECIFICATIONS AND  
CONSTRUCTION PLANS FOR

***GULF BOULEVARD-PHASE 4,  
HIBISCUS STREET AND  
OLEANDER STREET  
IMPROVEMENTS***



*Brian C. Boecker*

***South  
Padre***  
**ISLAND**

**CITY OF SOUTH PADRE ISLAND**

DEPARTMENT OF PUBLIC WORKS  
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS 78597  
TELEPHONE (956)-761-3044 - FAX (956)761-3898

**APRIL 2016**

## INVITATION TO BIDDERS

PROJECT: GULF BOULEVARD-PHASE 4, HIBISCUS STREET, AND OLEANDER STREET IMPROVEMENTS PROJECT

BID DATE: May 16, 2016

BID TIME: 10:00 A.M.

ENGINEER: KIMLEY-HORN AND ASSOCIATES, INC.  
BRIAN BOECKER, P.E.  
Telephone - (512) 418-1771

Sealed Bids for the GULF BOULEVARD-PHASE 4, HIBISCUS STREET, AND OLEANDER STREET IMPROVEMENT PROJECT, South Padre Island, Texas will be received by the City of South Padre Island, at the office of the City Secretary, located at 4601 Padre Boulevard, South Padre Island, Texas, until the time stated above. All bids will be publicly opened, read aloud, and tabulated thirty minutes after the time stated above.

All Bids must be on a Unit Cost basis for the Contract Work. Bids received after the stated time will not be accepted.

Copies of the above documents may be obtained at the office of the Department of Public Works in accordance with the Instructions to Bidders. There is no charge for the documents.

Bid security in the amount of 5% of the bid submitted must accompany each bid in accordance with the Instructions to Bidders.

Statutory Bonds for performance of the contract and for payment of mechanics and materials will be required in an amount equal to 100% of the accepted bids.

The Owner reserves the right to hold all bids for 30 days from date of receipt without action, to reject any and all bids, to waive irregularities and to require statements or evidence of bidder's qualifications including financial statements.

**NOTE: A PRE-BID MEETING WILL BE HELD ON FRIDAY, May 6TH AT 10:00 AM AT THE ADDRESS NOTED ABOVE. THE PRE-BID MEETING IS NOT MANDATORY.**

## INSTRUCTIONS TO BIDDERS

1. Proposal shall be submitted on the Bid form furnished, including the Statement of Bidder Qualifications and Subcontractor List Form. Fill in all blank spaces and all amounts must be in figures clearly marked.

It is the intent of the City of South Padre Island to award the contract for the work as deemed the most advantageous by the City of South Padre Island.

Proposals shall be signed with the name typed below the signature. Where the bidder is a Corporation, proposals shall be signed with the legal name of the Corporation followed by the name of the officer authorized to bind the Corporation to a contract. The completed forms shall be without interlineation, alternation, or erasure. Seal bid documents in an envelope addressed to the office of the City Secretary, City of South Padre Island, 4601 Padre Blvd., South Padre Island, Texas, 78597, and clearly labeled with the full title of the project. The bidder's firm name shall appear on the outside of the envelope.

2. Causes for Rejection; Waiver of Irregularities; Disqualification.

The Owner reserves the right to reject any bids, and to waive any and all informalities and irregularities in bids, whenever the Owner deems the rejection or waiver to be in its interest. In any case of ambiguity or lack of clarity in stating the prices in the bid, the Owner will use the construction most advantageous to it, or reject the bid. Other causes for the Owner to disqualify a bidder or reject its bid include:

- a) The bid has any omission, alteration of form, addition or condition not called for, or unreasonable or unbalanced unit bid prices.
- b) The bid is incomplete or is not accompanied by an acceptable bid guaranty.
- c) More than one bid is submitted by the bidder.
- d) There is evidence of collusion among bidders.
- e) There is evidence of unsatisfactory performance, default or litigation with an owner by the bidder under a previous contract, either with this Owner or with another owner, including work by the bidder as a subcontractor.
- f) There is evidence that the bidder is behind schedule, in arrears in payment to an employee, subcontractor or material supplier, in default, or in litigation with an owner under an existing contract.
- g) The Owner determines that the Bidder is not responsible because there is evidence that the bidder does not have sufficient qualifications (including without limitation, lack of experience, poor safety record, insufficient personnel, equipment, financial resources, or any other attribute) to assure the satisfactory completion of the Project.
- h) The Owner determines that the bidder has been convicted of a criminal offense committed in Cameron County, Texas involving fraud, theft, bribery, kickbacks or

unlawful gifts to a public official if the conviction occurred within three years immediately preceding either the date of submission of your bid, the submission of your statement of Bidder's qualifications or the advertised contract award date.

- i) More than 70 percent of the work will be performed by subcontractors to the Contractor.
- j) The Bidder does not meet the minimum experience qualifications established in the Statement of Bidder's Qualifications.

The Owner reserves the right to determine which bidder is the lowest responsible bidder and to award the contract on this basis, as well as the right to know how much of the work will be performed with the bidder's own forces. Each bidder by submission of a bid waives any claims it has or may have against the Owner, the Engineer, its subconsultants and their employees and any other consultants, and any trustees, officers, and employees of Owner, connected with or arising out of the bid administration, bid evaluation, recommendation for Contract award, the award of the Contract and the rejection of any bids.

### 3. Subcontractors.

The Owner requires you to submit the names and qualifications of the subcontractors and material suppliers which you propose to use for the work. You must submit this list using the Owner's Subcontractor List Form included in these documents with your bid. Bidders are advised that all persons, firms, corporations or other parties to whom the bidder proposes to award a subcontract hereunder must be acceptable to the Owner. The Owner will notify you in writing before the award of the contract if the Owner has an objection to any subcontractor. If the Owner objects to a subcontractor, you may withdraw your bid without forfeiting your bid guaranty, or submit a substitute subcontractor for the Owner's acceptance. If there is a change in your bid price to cover a difference in cost, the Owner may accept the changed bid price, or disqualify your bid. If the Owner has reviewed and accepted any subcontractors, you must use only the accepted subcontractors on the work for which they were accepted. Accepted subcontractors may be changed only with the written approval of the Owner. The Owner may require you to submit to the Owner non-collusion affidavits of subcontractors before subcontracts are executed.

### 4. Bidder Qualification.

You must submit on the form furnished in these documents a statement of your qualifications. The Owner has the right to take any steps it deems necessary to determine the ability of a bidder to perform its obligations under the Contract, and you will be required to furnish the Owner with all information and data for this purpose as it may request. The Owner reserves the right to reject any bid where an investigation of the available data does not satisfy the Owner that a bidder is qualified to properly carry out the terms of this Contract. The Owner will disqualify a Bidder from award of the Contract if the Bidder has been convicted of a criminal offense committed in Cameron County, Texas involving fraud, theft, bribery, kickbacks or unlawful gifts to a

public official if the conviction occurred within three years immediately preceding either the date of submission of your bid, the submission of your statement of Bidder's qualifications or the advertised contract award date. A bid from an entity disqualified under this provision will not be considered for any purpose. If this is a federally funded project, all contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not perform any work on this Project.

5. Certified or Cashier's check on a State or National Bank of State of Texas, or a Bidder's Bond from an acceptable Surety Company authorized to transact business in the State of Texas, in the total amount of not less than five percent (5%) of the maximum amount of the proposal payable without recourse to the City of South Padre Island, must accompany each proposal as a guarantee that if awarded the contract, the bidder will promptly enter into contract and execute required bonds on the forms provided. The Cashier's Check or envelope clearly marked and attached to the envelope containing the proposal. All bid securities will be returned thirty (30) days after bid opening.
6. The City of South Padre Island will require payment and performance bonds in the amount of 100% of the contract amount payable to the City of South Padre Island.
7. The bidder, before submitting the proposal, shall investigate and familiarize himself with existing conditions on the site, and be prepared to complete the work as indicated and specified.
8. Within thirty (30) days after the opening of the proposal, the City of South Padre Island will act upon them. The acceptance of the proposal will be in writing.
9. The successful bidder shall commence work within ten (10) days after receipt of written notice to proceed and shall progress therewith so that the work shall be completed in accordance with the terms of the contract documents within the time allowed after the date of the written notice to proceed.

## PROPOSAL

The Bidder shall fill in all blanks with the required information.

TO: CITY OF SOUTH PADRE ISLAND  
 4601 PADRE BOULEVARD  
 SOUTH PADRE ISLAND, TEXAS 78597  
 ATTN: CITY SECRETARY

LADIES AND GENTLEMEN:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that I/we have examined the invitation to Bid, Instructions to Bidders, the Contract, the General and Supplementary Conditions, General Requirements and the Drawings and Specifications referred to therein; that I/we have visited the site and hereby offer to and will furnish all necessary equipment, appliances, tools, labor, supervision, insurance and other accessories and services required by said documents for the following work for the following sum of money:

Note, one contract will be awarded for the Gulf Boulevard, Hibiscus, and Oleander Improvements. Low bid will be determined based on which option(s) the City has the ability to fund. For example, the City may choose to combine the Base Bid with Add-Alt #1. The following describes the elements of the bid and the add-alternatives for Gulf Boulevard:

BASE BID: Gulf Boulevard Phase 4  
*Limits from Gardenia Street to Haas Street*  
 Hibiscus Street Reconstruction  
*Limits from Padre Boulevard to Gulf Boulevard*  
 ADD-ALT #1: Oleander Street Reconstruction  
*Limits from Padre Boulevard to Gulf Boulevard*

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
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<b>GULF BOULEVARD PHASE 4 (BASE BID)</b>					
<i>Limits from Gardenia Street to Haas Street</i>					
1	1.5" Thick H.M.A.C., Type D (Overlay)	32314	S.Y.		
2	Mill Asphalt Pavement	35609	S.Y.		
3	2" Thick H.M.A.C., Type D	2251	S.Y.		
4	6" Crushed Limestone Base	2251	S.Y.		
5	8" Cement Stabilized Subgrade	2862	S.Y.		
6	Prime Coat (MC-30)	450	Gal		
7	Cement	46	Ton		
8	Pavement Level Up (Variable Depth)	2209	S.Y.		
9	Full Depth Reclamation (9-inch depth)	2840	S.Y.		
10	Concrete Residential Driveways	2957	S.Y.		
11	3' Concrete Valley Gutter	4657	L.F.		
12	Concrete Curb and Gutter (Type II)	2640	L.F.		
13	Concrete Curb (Type II)	3632	L.F.		
14	4" Concrete Sidewalk	3060	S.Y.		
15	Sidewalk Retaining Wall	100	L.F.		
16	Stamped Concrete Decal	81	Ea.		
17	Brick Paver Crosswalks	1273	S.Y.		
18	Brick Paver Crosswalks Constellation Dr through Gardenia St	361	S.Y.		
19	Pedestrian Ramp (TY 2)	1	Ea.		
20	Pedestrian Ramp (TY 5)	2	Ea.		
21	Pedestrian Ramp (TY 7)	97	Ea.		
22	Clearing , Grubbing, and Finishing Slopes	1	L.S.		
23	Temporary Striping for Traffic Control and Removal of Existing Striping in Conflict with Temporary Striping	1	L.S.		

24	Saw Cutting Existing Concrete	894	L.F.		
25	Saw Cutting Existing Asphalt	3912	L.F.		
26	Saw Cutting Existing Asphalt Constellation Dr through Gardenia St	1112	L.F.		
27	Remove Concrete Curb	46	L.F.		
28	Remove Concrete Driveway	1464	S.Y.		
29	Remove Asphalt Driveway	1057	S.Y.		
30	Remove Brick Driveway	289	S.Y.		
31	Remove Conc Sidewalk	86	S.Y.		
32	Remove and Relocate Fire Hydrant	2	Ea.		
33	Install Small Sign (Type 10BWG)	21	Ea.		
34	Relocate Small Sign	10	Ea.		
35	Remove Small Sign	42	Ea.		
36	Reflectorized Pavement Marking Type I (White) 4" (Solid)(090MIL)	11748	L.F.		
37	Reflectorized Pavement Marking Type I (White) 8" (Solid)(090MIL)	14229	L.F.		
38	Reflectorized Pavement Marking Type I (Green) 8" (Solid)(090MIL)	6907	L.F.		
39	Reflectorized Pavement Marking Type I (White) 12" (Solid)(090MIL)	1329	L.F.		
40	Reflective Pavement Marking Type I (White) 24" (Solid)(090MIL)	276	L.F.		
41	Reflectorized Pavement Marking Type I (Yellow) 4" (Broken)(090MIL)	1490	L.F.		
42	Reflectorized Pavement Marking Type I (Contrast) 7" (Solid)(090MIL)	574	L.F.		
43	Reflectorized Pavement Marking Type I (White) (Bike Symbol)(090MIL)	37	Ea.		
44	Reflectorized Pavement Marking Type I (White) (Ped Symbol)(090MIL)	38	Ea.		



45	Reflectorized Pavement Marking Type I (White) (Handicap Symbol)(090MIL)	1	Ea.		
46	Reflectorized Profile Pattern Edge Line (4" )(090MIL)	6907	L.F.		
47	Reflective Raised Pavement Marker (Type II-A-A)	149	Ea.		
48	Conduit PVC Sleeve (Schedule 40) (4")	2010	L.F.		
49	Adjust Manholes	28	Ea.		
50	Adjust Valves and Cleanouts	13	Ea.		
51	Mobilization and Storage	1	L.S.		

GULF BLVD SUBTOTAL            \$ \_\_\_\_\_

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>HIBISCUS STREET RECONSTRUCTION (BASE BID)</b>					
<i>Limits from Padre Boulevard to Gulf Boulevard</i>					
1	2" Thick H.M.A.C., Type D	S.Y.	2665		
2	6" Crushed Limestone Base	S.Y.	2665		
3	8" Cement Stabilized Subgrade	S.Y.	3309		
4	Prime Coat (MC-30)	Gal	533		
5	Cement	Ton	53		
6	Concrete Residential Driveways	S.Y.	1158		
7	2' Concrete Valley Gutter	L.F.	1134		
8	Concrete Curb and Gutter (Type II)	L.F.	788		
9	4" Concrete Sidewalk	S.Y.	277		
10	Stamped Concrete Decal	Ea.	15		
11	Pedestrian Ramp (TY 5)	Ea.	1		

12	Pedestrian Ramp (TY 7)	Ea.	2		
13	Relocate Small Sign	Ea.	4		
14	Remove Small Sign	Ea.	5		
15	Adjust Manholes	Ea.	1		
16	Clearing, Grubbing, Demolition and Removal of Existing Roadway and Driveways	LS	1		
17	Finishing Slopes	L.S.	1		
18	Saw Cutting Existing Asphalt	LF	506		
19	Saw Cutting Existing Concrete	LF	516		
20	Mobilization and Storage	L.S.	1		
21	Remove and Relocate Fire Hydrant	Ea.	1		

HIBISCUS ST SUBTOTAL        \$ \_\_\_\_\_

BASE BID TOTAL                \$ \_\_\_\_\_

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>OLEADER STREET RECONSTRUCTION ADD-ALT #1</b>					
<i>Limits from Padre Boulevard to Gulf Boulevard</i>					
1	2" Thick H.M.A.C., Type D	2678	S.Y.		
2	6" Crushed Limestone Base	2678	S.Y.		
3	8" Cement Stabilized Subgrade	3345	S.Y.		
4	Prime Coat (MC-30)	536	Gal		
5	Cement	54	Ton		
6	Concrete Residential Driveways	1418	S.Y.		
7	2' Concrete Valley Gutter	1475	L.F.		
8	Concrete Curb and Gutter (Type II)	509	L.F.		
9	Concrete Curb (Type II)	34	L.F.		

10	4" Concrete Sidewalk	186	S.Y.		
11	Stamped Concrete Decal	15	Ea.		
12	Pedestrian Ramp (TY 5)	1	Ea.		
13	Pedestrian Ramp (TY 7)	4	Ea.		
14	Remove Small Sign	8	Ea.		
15	Clearing, Grubbing, Demolition and Removal of Existing Roadway and Driveways	1	LS		
16	Finishing Slopes	1	L.S.		
17	Saw Cutting Existing Asphalt	142	L.F.		
18	Saw Cutting Existing Concrete	1150	L.F.		
19	Mobilization and Storage	1	L.S.		
20	Remove and Relocate Fire Hydrant	2	Ea.		

ADD-ALT #1 TOTAL \$ \_\_\_\_\_

GULF BLVD PHASE 4 OVERALLTOTAL \$ \_\_\_\_\_

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

Bidder understands that the City of South Padre Island reserves the right to reject any and all bids, to waive any informalities, and to accept the proposed deemed to be in the best interest of the City of South Padre Island.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed from the City of South Padre Island and to fully complete the project within the limits established by the Supplementary Conditions hereto attached and made a part hereof. Bidder further agrees to pay as liquidated damages the amount or amounts specified in the Supplementary Conditions. BIDDER EXPRESSLY ACKNOWLEDGES THAT HE READ AND FULLY UNDERSTANDS THE PROVISIONS FOR LIQUIDATED DAMAGES AS DESCRIBED IN ITEMS 8 AND 9 OF THE SUPPLEMENTARY CONDITIONS, AND; FURTHER BIDDER ACKNOWLEDGES HE IS IN FULL AGREEMENT THEREWITH.

The Bidder further agrees that from the compensation otherwise to be paid, the Owner may retain the sum which is indicated in the schedule set forth in Item 9 of the Supplementary Conditions for each working day after the completion date that the work at the time stipulated in Item 8 of the Supplementary Conditions of these documents. This sum is not to be construed in any sense a penalty.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract agreement immediately, and shall deliver the Surety Bonds and Insurance as required by the Instruction to the Bidders.

Bid security as required by the Instructions to Bidder in sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is hereto attached. The Bid security is to become the property of the City of South Padre Island in the event the Proposal is accepted by the City of South Padre Island and the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the City of South Padre Island caused there by.

Respectfully submitted,

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

Print) By: \_\_\_\_\_

(Print) Title: \_\_\_\_\_

(Seal, if bid by a corporation)

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Business Phone

**STATEMENT OF BIDDER'S QUALIFICATIONS**

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets. This statement must be notarized.

1. Company name:

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2. Permanent main office address:

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3. Telephone Number: \_\_\_\_\_

4. Federal Tax Identification No. \_\_\_\_\_

5. Form of ownership:        \_\_\_\_\_ Proprietorship  
                                      \_\_\_\_\_ Partnership ( \_\_\_\_\_ Limited or \_\_\_\_\_ General)  
                                      \_\_\_\_\_ Corporation  
                                      \_\_\_\_\_ LLC  
                                      \_\_\_\_\_ Joint Venture  
                                      \_\_\_\_\_ Other (specify):

6. When organized \_\_\_\_\_

7. If a corporation, where incorporated

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8. How many years has your company been engaged in business under its present name?  
\_\_\_\_\_. Give former names of the company, with dates of operation under each name

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9. General character of work performed by your company

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10. Has your company ever failed to complete, defaulted, or been terminated on a project?  
\_\_\_\_\_yes \_\_\_\_\_no. If yes, give project name and location, owner and engineer names, and  
explanation \_\_\_\_\_

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11. Has your company been convicted of a criminal offense committed in Cameron County,

Texas involving fraud, theft, bribery, kickbacks or unlawful gifts to a public official(s)? If so, did the conviction occur within three years immediately preceding the date of the submission of your bid, this statement of Bidder's qualifications, or the date identified as the contract award date in the Invitation For Bid. \_\_\_\_\_ yes \_\_\_\_\_ no. If yes, explain

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12. Is your company involved in a pending investigation(s) or criminal prosecution of a criminal offense alleged to have been committed in Cameron County, Texas, involving fraud, theft, bribery, kickbacks or unlawful gifts to a public official. \_\_\_\_\_ yes \_\_\_\_\_ no. If yes, explain

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13. Does your company have previous final judgments filed against the Owner for breach of contract, fraud, misrepresentation or conversion? \_\_\_\_\_ yes \_\_\_\_\_ no.

14. Has your company refused to execute a contract with the Owner following an award of the contract by the South Padre Island City Council? \_\_\_\_\_ yes \_\_\_\_\_ no.

15. Did your company violate the anti-lobbying provisions of a current or previous contract by making contact with a member of the South Padre Island City Council prior to award of the contract? \_\_\_\_\_ yes \_\_\_\_\_ no. If yes, explain

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16. Does your company have any involvement in prior, pending or threatened claims or litigation alleging 1) fraud, misrepresentation or conversion 2) non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the Owner; or 3) any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or 4) non-payment to subcontractors and material suppliers? \_\_\_\_\_ yes \_\_\_\_\_ no. If you answered yes to either 1, 2, 3 or 4 above, provide project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of such claim or litigation (attach additional pages if necessary).

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17. Your company certifies that it will complete the work involved in this Project with no less than 30 percent of its own forces and no more than the remaining 70 percent with subcontractors.

18. Has your company or any of your subcontractors' companies ever failed to take corrective action on items of work under warranty during the warranty period? \_\_\_\_\_ yes \_\_\_\_\_ no. If yes, provide project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of the warranty issue (attach additional pages if necessary).

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19. Has your company or any of your subcontractors' companies been cited for safety violations on any project within the last five years? \_\_\_\_\_yes \_\_\_\_\_no. If yes, provide project name and location, owner and engineer names, and explanation of the nature, status and/or outcome of the safety issue. (attach additional pages if necessary).

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20. Your company certifies that the Superintendent/Manager you propose for this Project assigned has sufficient knowledge, skills and experience in similar Project work \_\_\_\_\_ yes \_\_\_\_\_no. If no, explain \_\_\_\_\_

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21. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this Contract \_\_\_\_\_yes \_\_\_\_\_no. If no, explain \_\_\_\_\_

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22. Has your company failed to remit sales tax, property tax or utility payments to the City of South Padre Island in a timely manner? \_\_\_\_\_yes \_\_\_\_\_no. Your company certifies that it is not in arrears in the payment of any obligations to the City of South Padre Island, including, without limitation, property or sales taxes, fees or utility charges \_\_\_\_\_ yes \_\_\_\_\_no. If no, explain \_\_\_\_\_

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23. In order to be considered qualified for the work included in this Contract your company must have completed four (4) projects of substantially similar character involving roadway widening and reconstruction for a public entity in the last three (3) years.

24. List **ALL** projects of a substantially similar character involving roadway widening and reconstruction with a cost in excess of \$500,000.00 that your company has completed as a prime contractor or subcontractor within the last two years. You may attach your own list if it contains all of this information.

<b>Project Name</b>	<b>Owner and Telephone</b>	<b>Engineer Name and Telephone</b>	<b>Completion Date</b>



25. List **ALL** projects with a cost in excess of \$500,000.00 that your company is **presently** constructing as a prime contractor or subcontractor. Give project name and location, owner and engineer names and phone numbers, project status, and whether the project is on schedule. You may attach your own list if it contains all of this information.

Project Name	Engineer Name and Telephone	Scheduled Complete Date	Estimated Completion Date	Project Status

26. List the name, position, residence address, background and experience of each principal member of your firm, including the officers: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

27. List bank references, including contact name and title, address and phone number of contact person: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

28. Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the City of South Padre Island, Texas? \_\_\_\_\_ yes \_\_\_\_\_ no. If no, explain:  
 \_\_\_\_\_  
 \_\_\_\_\_

29. Complete A below if you are a non-resident bidder (your company's principal place of business is not in Texas). Failure to do so will automatically disqualify your bid. Resident bidders must check the line in B.

A. \_\_\_\_\_ Our company is a non-resident bidder. Its principal place of business is the state of \_\_\_\_\_.

Check one of the following:

1. \_\_\_ Non-resident bidders in the state of our principal place of business are required to bid \_\_\_\_\_ percent lower than resident bidders by state law. A copy of the statute is attached.

2. \_\_\_ Non-resident bidders in the state of our principal place of business are not required to underbid resident bidders in order to secure contract awards.

**B.** \_\_\_ Our principal place of business or corporate offices are in the State of Texas.

30. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's bid? \_\_\_yes \_\_\_ no.

a) That you are fully informed of the contents of the bid and the circumstances of its preparation;

b) That your bid is genuine and is not a collusive or sham bid;

c) That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of South Padre Island or any other bidder; and,

d) The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

31. I authorize and request any person or firm to furnish any information requested by the City of South Padre Island to verify the information contained in this Statement of Bidder's Qualifications.

\_\_\_\_\_  
Printed company name of bidder

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

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn deposes and says that s/he is  
\_\_\_\_\_ of \_\_\_\_\_ and that all of the information  
and responses contained in this Statement of Bidder's Qualifications are true and correct.

Subscribed and sworn to before me on \_\_\_\_\_.

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

Notary stamp:

**SUBCONTRACTORS LIST FORM**

I intend to utilize the following subcontractors on this Project:

<u>Type</u>	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
_____:	_____		
_____:	_____		
_____:	_____		

I agree that I will not substitute subcontractors without the written approval of the Owner.

Bidder/Contractor:

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

\_\_\_\_\_  
Printed Name, Title

**STANDARD FORM OF AGREEMENT**

As Adopted By  
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS  
October 7, 1971

Approved as to Legal Form by  
Legal Counsel

STATE OF TEXAS  
COUNTY OF CAMERON

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_ **2016**, by and between the City of South Padre Island of the County of Cameron and State of Texas, acting through William DiLibero, City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing ever date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**GULF BOULEVARD PHASE 4, HIBISCUS STREET, AND OLEANDER STREET  
IMPROVEMENT PROJECT**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore,  
as \_\_\_\_\_ prepared \_\_\_\_\_ by

Kimley-Horn and Associates, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the base bid within one-hundred ninety (190) working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions of the contract. If Add-Alternative #1 is selected, thirty five (35) working days will be added to the contract

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF SOUTH PADRE ISLAND  
Party of the First Part (OWNER)

\_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

By: \_\_\_\_\_  
William DiLibero

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

ATTEST:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

**PERFORMANCE BOND**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ Of the City of \_\_\_\_\_  
County of \_\_\_\_\_, and State of \_\_\_\_\_, as  
principal, and \_\_\_\_\_

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held  
and firmly bound unto \_\_\_\_\_ (Owner), in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof,  
the said Principal and Surety bind themselves, and their heirs, administrators, executors,  
successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which contract is hereby referred to  
and made a part hereof as fully and to the same extent as if copied a length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall faithfully perform and said Contract and shall in all respects duly and faithfully  
observe and perform all and singular the covenants, conditions and agreements in and by said  
contract agreed and covenanted by the Principal to be observed and performed, and according  
to the true intent and meaning of said Contract and Plans and Specification hereto annexed,  
then this obligation shall be void; otherwise to remain in full force and effect;

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article 5160  
for Public Work) (Article 5472d for Private Work)\* of the Revised Civil Statutes of Texas as  
amended and all liabilities, on this bond shall be determined in accordance with the provisions of  
said Article to the same extent as if it were copied at length herein.”

Surety, for value received, stipulates and agrees that no charge, 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 anyway 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.

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\*Not applicable for federal work. See “The Miller Act,” 40 U.S.C. S270.

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.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

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

The name and address of the Resident Agent of Surety is:

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



**PAYMENT BOND**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ Of the City of \_\_\_\_\_  
County of \_\_\_\_\_, and State of \_\_\_\_\_, as  
principal, and \_\_\_\_\_  
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held  
and firmly bound unto \_\_\_\_\_ (Owner), in the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof,  
the said Principal and Surety bind themselves, and their heirs, administrators, executors,  
successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which contract is hereby referred to  
and made a part hereof as fully and to the same extent as if copied a length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the  
prosecution of the work provided for in said contract, then, this obligation shall be void;  
otherwise to remain in full force and effect;

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160  
of the Revised Civil Statutes of Texas as amended and all liabilities, on this bond shall be  
determined in accordance with the provisions of said Article to the same extent as if it were  
copied at length herein.”

Surety, for value received, stipulates and agrees that no charge, 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 anyway 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.

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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

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

The name and address of the Resident Agent of Surety is: \_\_\_\_\_

\_\_\_\_\_

(SAMPLE FORM)  
CERTIFICATE OF INSURANCE

TO: \_\_\_\_\_ Date \_\_\_\_\_

Project No. \_\_\_\_\_

Owner \_\_\_\_\_

Type of \_\_\_\_\_

Project \_\_\_\_\_

Address \_\_\_\_\_

THIS IS TO CERTIFY THAT \_\_\_\_\_

(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 Person \$ _____
Contingent Liability				1 Accident \$ _____
Property Damage			1 Person	\$ _____
Builder's Risk				1 Accident _____
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: \_\_\_\_\_

Descriptions of Operations Covered: \_\_\_\_\_

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

\_\_\_\_\_  
(Name of Insurer)

By \_\_\_\_\_

Title \_\_\_\_\_

## **GENERAL CONDITIONS OF THE AGREEMENT**

### **1. GENERAL**

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

### **2. REGULATIONS AND DISCREPANCIES**

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of and clarified by the ENGINEER before proceeding with any work. Proceeding with the affected work without instructions from the ENGINEER can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

### **3. ENGINEER**

Whenever the word "ENGINEER" is used in this contract with reference to the execution and interpretation of plans, specifications, and contract documents, it shall be understood as referring to the City of South Padre Island Public Works Director.

### **4. INTERPRETATION OF PHRASES**

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or word of like importance shall mean approved by or acceptable or satisfactory to the ENGINEER.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meanings of the words, terms, or clauses defining the character of the work.

## 5. EXHIBITS

All work shall be done and all materials finished in strict conformity with the appended advertisement, "Information for Bidder", "Proposal", "Supplementary General Conditions", "Agreement", "Bonds", "Insurance", specifications and plans all of which are hereto attached.

## 6. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished with three (3) copies of all plans, profiles, and specifications without expense to him, and shall keep one copy of the same constantly accessible on the work site.

## 7. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual length, area, solid, contents, number and weight only shall be considered, unless otherwise specifically provided.

## 8. LINE AND GRADE STAKING

All layout and construction staking shall be done by the Contractor from control points shown on the plans.

## 9. ENGINEER AND INSPECTION

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint from time to time such engineers and inspectors as the said Owner may deem proper, to inspect the material furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the engineers or inspectors for the proper inspection and examination of the work and all parts of the same. The Contractor shall furnish all reasonable aid and assistance required by the engineers or inspectors as appointed, when the same are consistent with the obligations of the Agreement and the accompanying specifications provided; however, should the Contractor object to any order by any subordinate engineer or inspector, the Contractor may within six (6) days make written appeal to the Director of Public Works for his decision.

## 10. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of this contract that all work must be done, all material must be furnished in accordance with the generally accepted practice, and the event of any discrepancies between the plans and specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the contract,

specifications or plans, the ENGINEER shall define which is intended to apply to the work.

11. LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

12. ESTIMATED QUANTITIES

This agreement, including the specifications, plans, and estimates, is intended to show clearly all work to be done and material to be furnished under this contract at unit prices are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work and material furnished.

Where payment is based on the unit price methods, the Contractor agree that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract, and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any "Major Item" should become as much as 50% more than, or 50% less than the estimated or contemplated quantity for such items, then either parts of this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 50% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total contract cost, computed on the basis of the final Contract Price.

13. CHANGES AND ALTERATIONS

The Contractor further agrees that the OWNER may make such changes and alterations as the Owner may see fit, in the line, grade, form, dimensions, plans, or materials for the work herein contemplated, or any part therefore, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly

be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work, then the OWNER shall recompense the Contractor used in said work, for any material or labor so used, and for any actual loss occasioned by such changes, due to actual expenses incurred in preparation for the work as originally planned.

14. EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER and OWNER to be done by the Contractor to accomplish any change, alteration, or addition to the work shown upon the plans, or reasonably implied by the specifications, and are not covered by the Contractor's Proposal, except as provided under Change and alterations in Paragraph 14 herein above.

It is agreed that the Contractor shall perform all extra work under the direction of the ENGINEER when presented with a Written Work Order signed by the ENGINEER; subject, however, to the right of the Contractor to require a written confirmation to pay the Contractor for performing said Extra Work shall then be determined by one or more of the following methods.

Method (A) - By agreed unit prices;

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) can be agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the work, plus (15%).

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foreman, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, if the kind of equipment or machinery be not already at the jobsite, together with all power, fuel, lubricants, water and similar operating expenses; also, all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable portion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damages and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the ENGINEER, or by them agreed to. The

ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the Contactor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 90 percentage of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall compensate him for his profit, overhead, general superintendence, and field office expenses, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, saved that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost".

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. Notice is hereby given that all change orders must be executed in writing before the work is started; any extra work performed otherwise will be at the Contractor's risk. In case any orders or instructions, whether oral or written, appear to the Contractor to involve Extra Work for which he should receive compensation, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arises as to what does or does not constitute Extra Work, or as to the payment therefore, and ENGINEER insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" therefore, as provided under Method (C).

15. PRELIMINARY APPROVAL

No Engineer, supervisor, or inspector shall have any power to waive the obligations of this contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of any Engineer, supervisor, or inspector to condemn any defective work or material shall release the Contractor from the obligations to at once tear out, remove, and properly replace the same at any time prior to final acceptance upon the discovery of said defective work, or material; provided, however, that the ENGINEER, shall upon request of the Contractor, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

16. DEFECTS AND THEIR REMEDIES

It is further agreed that the work or any part therefore, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conform it with the specifications, the Contractor shall, after



receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuilt or otherwise remedy such work so that it shall be in full accordance with this contract.

17. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, except as otherwise provided or in the Supplementary and General Requirements Specifications, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, plans and specifications and within the time of completion hereafter designated; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the Department of Public Works may direct the time and manner of construction the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The Contractor further agrees that he will commence within ten days after the date of the written Notice to proceed, and will progress therewith so that the work shall be substantially completed in accordance with the terms of the agreement as stated in the Proposal and Supplementary conditions. By term "substantially completed" it is meant that the structure has been made suitable for use or occupancy and is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment. The project will not be deemed "substantially completed" until all paving work is complete and all sidewalks, crosswalks, pedestrian ramps, and other ADA facilities are completed and ready for TDLR review and acceptance.

18. EXTENSION OF TIME

Should the Contractor be unduly delayed in the completion of the work by any cause which the ENGINEER shall decide justifies the delay, then an extension of time will allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the Department of Public Works; provided, however, that the Contractor shall give the Public Works Director/ENGINEER notice in writing within ten days of the cause of such delay.

19. HINDRANCESS AND DELAYS

No charge shall be made by the Contractor for hindrances or delays from any cause (except where the work is stopped by of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stopping of said work shall be paid by the OWNER to the Contractor.

20. PRICE FOR WORK

In consideration of the furnishing of all the necessary labor, equipment, and material, and the completion of all work by the Contractor, and on the completion of all work and delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the Contractor the prices set forth in the Proposal hereto attached, which has been made a part of this contract; and the Contractor hereby agrees to receive such prices in full furnishing all material and all labor required for the aforesaid work, also for all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement, the attached specifications, and requirements of the ENGINEER.

21. PARTIAL PAYMENT

The Contractor shall submit a written statement showing as completely as practicable the total value of the work he has accomplished up to and including the last day of the preceding month (said statement shall include the value of all sound materials delivered on the job site that are to be fabricated into the work and for which invoices are furnished to the ENGINEER on or before the third (3<sup>rd</sup>) day of each month).

The Department of Public Works shall then prepare a statement for partial payment to the Contractor on or before the tenth (10) day of each month.

The OWNER shall then pay the Contractor once a month the total amount of the statement (provided the Contractor has timely submitted his statement to the ENGINEER and timely submitted his payroll reports to the OWNER), less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until final payments, and further less all previous payments, and further less or further sums that may be retained by the Owner under the terms of this Agreement and other Contract Documents, It is understood, however, that in case the whole work be near to completions and some unexpected and unusual delay occur due to no fault or neglect on the part of the Contractor, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retained percentage to the Contractor; or, the Contractor at the OWNER'S option, may be relieved of the obligation to fully completed the work, and thereupon, the Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated in Paragraph 24 hereof.

22. FINAL COMPLETION AND ACCEPTANCE

Within fifteen (15) days after the Contractor has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER, and the OWNER shall inspect the work and within said time, if the work is found to be completed in accordance with the Plans and Specifications, the OWNER will issue the Contractor a Certificate of Completion.

23. FINAL PAYMENT

Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the Contractor on or before the thirtieth (30<sup>th</sup>) day after the date of the Certificate of Approval has been issued, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the Contractor.

24. DELAYED PAYMENTS

Should the OWNER fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is due, or should the ENGINEER fail to issue any statement on or before the date above provided, then the OWNER shall pay to the Contractor in addition to the sum shown as due by such statement, interest thereon at the rate of five percent (5%) per annum from date due as provided in Paragraphs 22 and 24, until fully paid, which shall fully liquidate any injury to the Contractor growing out of such delay in payment.

25. ENGINEER'S AUTHORITY AND DUTY

It is mutually agreed between the parties of this Agreement that the ENGINEER shall inspect all work included herein and give directions relative to the execution of the work.

The ENGINEER shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and this construction thereof.

The ENGINEER'S estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In any case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the ENGINEER shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The ENGINEER shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the OWNER shall be adjusted and determined by the ENGINEER.

26. CONTRACTOR'S DUTY

The Contractor shall give personal attention to the faithful prosecution and completion of this work and shall be present either in person or by duly authorized representative on the

site of the work continually during its progress. The Contractor will make available emergency staff and telephone numbers for non-working hours in case of emergencies or other problems related to the project which must be taken care of immediately. The emergency staff representing the Contractor must respond within 30 minutes from notification.

27. CONTRACTOR'S AGENT

The Contractor during his absence from the work shall keep a competent superintendent or manager upon the work, fully authorized to act for him in his absence and to receive such orders as may be given for the proper continuance of the work. Notice to do any work, to alter work, to cease work which the Contractor is obligated to do; or concerning any imperfections in work or any material furnished when given to the superintendent or manager of the Contractor in charge of any operation of the work in the absence of the Contractor, provided any notice given under this paragraph shall be in writing.

28. CHARACTER OF EMPLOYEES

The Contractor agrees to employ only orderly, competent and skillful employees to do the work; and that whenever the ENGINEER shall inform him in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the same without the ENGINEER'S written consent.

29. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery, and material necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that the OWNER, shall furnish the same, and it is also understood that the OWNER shall not be held responsible for care, preservation, conservation, or protection of any material, tools or machinery or any part of the work until it is finally completed and accepted. It should be understood that the OWNER will not loan plant tools or equipment to the Contractor.

30. RIGHT OF ENGINEER TO MODIFY METHODS AND EQUIPMENT

If, at any time, the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work or the rate or progress required under this contract, the ENGINEER may order the Contractor in writing to increase their safety or improve their character and efficiency, and the Contractor shall comply with such order.

If at any time the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

31. SANITATION

Necessary sanitary conveniences for use of laborers on the work, properly scheduled from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the ENGINEER and their use shall be strictly enforced.

32. CONTRACTOR'S BUILDINGS

The building of structures or other forms of protection will be permitted only at such places as the ENGINEER shall direct and the sanitary conditions of the grounds in or about such structures shall, at all times, be maintained in a manner satisfactory to the Department of Public Works and the ENGINEER.

33. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor assumes the sole responsibility for the safety and protection of the premises, adjoining property, employees, pedestrian, vehicles, vehicle operators, and other persons and shall provide and maintain suitable signs, barricades, and at night shall also maintain warning lights, as will effectually warn pedestrians and vehicular traffic of any obstruction and safeguard the public and the work from injury or damage.

The Contractor shall be liable for and shall indemnify and save harmless the OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, vehicular traffic, all adjoining property, employees and other persons.

34. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered and which might be injured or seriously affected by any process of construction, to be undertaken by this agreement, from any damages or injury by reason of said process of construction.

The Contractor shall be liable for and shall indemnify and save harmless the OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, all adjoining property, employees and other persons.

35. PROTECTION AGAINST CLAIMS SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

The Contractor agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the

performance of this contract. When so desired by the OWNER, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the OWNER may pay unpaid bills, of which the OWNER has written notice direct and withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the Contractor shall be resumed in full, in accordance with the terms of this contract, but in no event shall no provisions of this sentence be construed to impose any obligation upon the OWNER by either the Contractor or his Surety.

36. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

The Contractor shall protect and save harmless the OWNER from all and every demand for damages, royalties or fees on any patented invention used by him in connection with the work done or material furnished under his contract; provided, however, that if any patented material, machinery, appliance, or invention is clearly specified in this contract, then, and in that event, the cost of procuring the rights of use and the legal release or indemnity shall be borne and paid by the OWNER, direct unless such cost is determined and directed to be included in the bid price at the time the proposal is submitted.

37. LAWS AND ORDINANCES

The Contractor shall, at all times, observe and comply with all Federal, State, and Local law, ordinances and regulations, which in any manner effect the contract of the work, shall be responsible for obtaining all necessary permits, such as buildings, plumbing, fire, tree, creek and etc. as required for the work, and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such law and ordinance, whether by the Contractor or his employees. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which, the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

38. LIQUIDATED DAMAGES FOR DELAY

And the Contractor agrees that time is of the essence of this contract, and that for each day of delay beyond the date stated in the Supplementary Conditions for the completion of the work herein specified and contracted for, the OWNER may withhold permanently from the Contractor's total compensation the sum or amount stated in the Supplementary Conditions as stipulated liquidated damages for such delay.

39. ASSIGNMENT AND SUBLETTING

The Contractor further agrees that he will retain personal control and will give his personal

attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, nor sublet said contract without the written consent of the Owner, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The Contractor further agrees that the subletting of any portion or feature of the work or materials required in the performance of this contract, shall not relieve the Contractor from his full obligations to the OWNER, as provided by this Agreement.

40. ABANDONMENT BY CONTRACTOR

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or when such orders are consistent with this Contract, or with this Agreement, or with the Specifications hereto attached, then, and in that case, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the construction bond, or another Contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore, (except when used in connection with Extra Work, where credit shall be allowed as provided for under Paragraph 15, Extra Work); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

- (a) The OWNER may thereupon employ such force on men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and the expense so charged shall be deducted and paid by the OWNER out of such monies as may be due, or that may thereafter at any time become due to the Contractor under any by virtue of the Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same has been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or Surety shall pay the amount of such expenses to the OWNER; or

- (b) The Owner under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost under this contract, such increase shall be charged to the Contractor, and the Surety shall be and main bound therefore. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under this contract, the contractor and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the Contractor and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 23 hereinabove, shall be issued. A complete itemized statement of the contract accounts certified to by the Department of Public Works and the ENGINEER as being correct, shall then be prepared and delivered to the Contractor and his surety, whereupon the Contractor and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the Contractor and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety fail to pay the amount due the OWNER, within the time designated herein above, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, shall be mailed to the Contractor and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or otherwise giving of such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days of said notice, the OWNER may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, on the work, and belong to persons other than the Contractor or his Surety, to their proper OWNERS.

41. BOND

It is further agreed by the parties to this contract that the Contractor will execute payment, performance, and maintenance bonds for the satisfactory performance of the work in accordance with this contract in the forms provides for this purpose, and it is agreed that this contract not be affect until such bonds are furnished to and approved by the OWNER.



42. TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions or adjustment presented by the Contractor shall be in writing and filed with the Department of Public Works and the ENGINEER within a reasonable time after the ENGINEER has given any directions, orders, or instructions to which the Contractor desires to take exceptions. The Department of Public Works and the ENGINEER shall reply to such written exceptions by the Contractor and render his final decision in writing. In case the Contractor should appeal from the Department of Public Works and the ENGINEER'S decision, such appeal shall be filed with the ENGINEER and the OWNER in writing with ten (10) days after the date of the Department of Public Works and the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the Contractor of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

END OF GENERAL CONDITIONS OF AGREEMENT

## GENERAL REQUIREMENTS

### A. GENERAL

The specifications contain detailed instructions and descriptions covering the major items of construction and workmanship necessary for building and completing the various units or elements of the project. The specifications are intended to be so written that only first class workmanship and finish of the best grade quality will result. The fact that these specifications may fail to be so complete as to cover all details will not relieve the Contractor of full responsibility for providing a completed project of high quality, first class finish and appearance and satisfactory for operation all within the apparent intent of the plans and specifications.

### B. MATERIALS

These specifications are intended to be so written that only materials of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality. The specifications for materials set out the minimum standard of quality which the owner believes necessary to procure a satisfactory project. No substitutions will be permitted unless the Contractor has received written permission of the ENGINEER to make a substitution for the material which has been specified.

Where the term "Or Equal" or "Or Approval Equal" is used, it is understood that if a material, product or piece of equipment bearing the name so used is furnished, it will be approvable as the particular trade name was used for the purpose of establishing a standard of quality acceptable to the Owner. If a product of any other name is proposed for use, the Engineer's approval thereof must be obtained before the proposed substitute is procured by the Contractor. Wherever the alternate "Or Equal" is used, it is understood to mean "Or Approved Equal".

The manufacturer of each item of material and/or equipment shall furnish the Owner with a sworn statement that all material furnished by him under this contract complies with these specifications and all applicable ASTM, AWWA, ASA, and Federal Specification as set forth herein.

### C. MANUFACTURER'S QUALIFICATIONS

All material and equipment furnished under this Contract shall be the product of manufacturers who are known to be skilled and who have been regularly engaged for a period of five years or more in the manufacture of each specified type of equipment, or its counterpart.

### D. CHANGE OF LOCATION

Unless otherwise shown in the plans, no change of the alignment is contemplated.

However, should a change be necessary due to difficulty in right-of-way, or other reasons, the Owner, reserved the right to make such change. Unless it can be clearly shown that such change will be allowed the Contractor, except as provided by unit prices applicable to such change.

E. HANDLING MATERIALS NOT APPROVED

The contractor shall remove from the site any materials found to be damaged and any materials not meeting the specifications shall be taken off the site. These materials shall be removed promptly, unless the Department of Public Works and the Engineer will accept the materials after repairing. Materials found to be damaged, or not acceptable to the Engineer, shall be removed if installed and then found to be damaged or not acceptable. Inspection before installation shall not relieve the contractor from any responsibility to furnish good quality materials.

F. SAFETY AND PROPERTY PROTECTION

1. Barricades, Guards and Safety Provision: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns, and guards as required shall be placed and maintained during the progress of the construction work and until is it safe for traffic to use the roadway. When necessary, watchmen shall be provided to prevent accidents and no extra compensation will be allowed therefore. Rules and regulations of the local authorities respecting safety provisions shall be observed.
2. Property Protection: Trees, Fences, signs, poles, guy wires, and all other property shall be protected unless their removal is authorized, and any property damage shall be satisfactorily restored by the Contractor.

The Contractor shall make adequate provisions for the protection of permanent paving, both concrete and asphalt, from damage by construction equipment.

## SUPPLEMENTARY CONDITIONS

The Supplementary Conditions are in addition to and do not void any portions of the General Conditions of the Agreement or other parts of the Contract Documents; however, wherever there is a direct conflict in meaning, these General Supplementary Conditions take precedence.

### 1. MATERIAL AND EQUIPMENT

It shall be clearly understood the responsibility for the protection and safekeeping of equipment and materials on the project site will be entirely that of the Contractor and that no claim shall be made against by reason of any act of another Contractor, an employee, or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately moved same. No materials or equipment may be placed upon any property until the OWNER has approved the location contemplated by the Contractor to be used for storage.

### 2. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense;

- a. To take every prevention against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at this site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor;
- c. To clean up frequently and remove all refuse, scrap materials, and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.
- d. Before final payment, to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

### 3. SAFETY REQUIRMENTS

Every reasonable and proper precaution shall be taken by the Contractor to insure the safety of the work and employed personnel, the public, and the adjacent property whether publicly or privately owned.

To protect persons from injury and to avoid property damage, barricades, signs, lanterns, or lights and guards as required shall be placed and maintained by the Contractor at the site and access way during the progress of the construction.

Rules and Regulations governing "Occupational Safety and Health Standards" as published by the Occupational Safety and Health Administration, Department of Labor, shall be observed for all operations and all work performed under this contract.

All costs involved in complying with the above requirements shall be borne by the Contractor.

#### 4. DETOURS

The Contractor shall provide barricades, signs, lights or guards and any other items required to maintain properly marked detours around his operations.

All costs involved in complying with the above requirements shall be born on by the Contractor.

#### 5. SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS

The specifications and plans are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not in the other shall be executed as if it had been set forth in both.

Should anything necessary for a clear understanding of the work be omitted from the specifications and plans or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the ENGINEER before proceeding with the construction affected thereby. It is understood and agreed that the work shall be performed according to the true intent of the contract documents.

All products specified by manufacturer's name shall be installed in accordance with manufacturer's printed instructions.

When equipment or material furnished by the Contractor cannot be installed as specified or as shown on the plans, the Contractor shall, without extra cost to the OWNER, make all modifications required to properly install the equipment or material. Such modifications shall be subject to the approval of the ENGINEER.

Dimensions and elevations shown on the plans shall be accurately followed even if they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the ENGINEER.

The general arrangement of all accessories and appurtenances shall be as indicated on the plans or as later furnished on approved shop drawings.

Reference to standard specifications of any technical society, organization, or association or to codes of local or state authorities shall mean the latest standard, code, specification

or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

No attempt has been made in the specifications to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the Contractor and his employees and his subcontractors.

#### 6. PERMITS AND FEES

The Contractor shall make applications for, secure and pay all costs for permits, inspection fees, licenses and deposits required for the work to be performed.

Each subcontractor shall bear the cost of permits and fees relative to work.

#### 7. SUNDAY, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 7:00p.m. and 7:00a.m. nor on Sundays or Legal Holidays without the written approval of the Owner in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment or in case of emergency.

Any work necessary to be performed after or outside regular working hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the OWNER.

#### 8. TIME OF COMPLETION

Article 17 of the General Conditions of the Agreement shall be supplemented as follows.

The Contractor shall have substantially completed all construction work undertaken by him for the base bid no later than one-hundred ninety (190) working days from the date of issuance or a written notice to proceed from the OWNER.

If Add-Alternative #1 is selected, thirty five (35) working days will be added to the contract.

Once the Contractor begins work on a side street, the Contractor must substantially complete the work (as defined in Article 17 of the General Conditions) within thirty five (35) working days. If the contractor does not complete side street reconstruction within this time frame, the Contractor will be subject to Liquidated Damages as defined in Section 9.

Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for at least 7 hr. between 7:00 A.M. and 6:00 P.M. The Contractor has the option of working on Saturdays. Provide sufficient advance

notice to the OWNER when scheduling work on Saturdays. If work requiring an Inspector to be present is performed on a Saturday, and weather or other conditions permit the performance of work for 7 hr. between 7:00 A.M. and 6:00 P.M., a working day will be charged.

9. LIQUIDATED DAMAGES

Article 38 of the General Conditions of the Agreement shall be supplemental as follows:

The Contractor agrees that time is of the essence on this contract and that for each working day of delay beyond the time established for completion of the work specified and contract for the OWNER may withhold permanently from the Contractor's compensation the sum of Seven Hundred and Eighty-Five Dollars (\$785.00) as stipulated liquidated damages for delay.

10. PROGRESS SCHEDULES

Prior to beginning work, the Contractor shall furnish the Engineer with an anticipated progress schedule covering all the work to be performed under this contract. During construction, the Contractor shall revise the schedule periodically as requested to reflect as nearly as possible to actual construction operations. The Contractor shall also furnish the ENGINEER as soon as possible with a schedule showing ordering delivery dates of all equipment materials to be incorporated in the work; these dates shall be keyed to the proposed progress schedule for the work.

11. SUBCONTRACTING

- a. The Contractor may utilize the service of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the ENGINEER, which approval will not be given until the Contractor submits to the Department of Public Works and the ENGINEER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Department of Public Works and the ENGINEER may require.
- c. The Contractor shall be as fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Notice to Bidders, General and Supplementary Conditions and

other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the OWNER may exercise over the Contractor under provisions of the Contract Documents.

- e. The General Contractor will be responsible for and make good at its own expense any damage or injury to work done by subcontractors until final completion and final acceptance of all the work to be done.
- f. Nothing contained in this contract shall create any contractual relation between subcontractor and the OWNER.

12. INSPECTION AND TESTING

If Contract specifications, codes, or OWNER'S instructions require any work to be specially tested or approval, the Contractor shall give the ENGINEER a 24 hour notice of its readiness for inspection and make all necessary thereof. The Contractor shall finish at his expense all labor and assistance that may be needed by the Department of Public Works and the ENGINEER in performing any testing or supervision thereof.

13. MEASUREMENT AND PAYMENT

The total bid price of the contract shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment and tools; and performing of all necessary labor to fully complete the work, shall be included in the prices submitted in the "Proposal". No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to prices submitted in the "Proposal". All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor, and all costs in connection therewith shall be included in the prices named in the "Proposal".

14. PAYMENT WITHHELD

The Department of Public Works and the ENGINEER may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the OWNER from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments when due to subcontractors or for materials or for labor.
- d. A reasonable doubt that the contract can be completed for the balance then



unpaid.

15. DEFENSE OF SUITS

In case any action in court is brought against the OWNER, the Department of Public Works and the ENGINEER, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor to perform any of the covenants, acts matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor of his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers; the Contractor shall indemnify and save harmless the OWNER, and the Department of Public Works and the ENGINEER and their officers and agents from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

16. GUARANTEE

The Contractor shall furnish the OWNER with a Maintenance Bond for a period of one (1) year to be effective from the date of issue of Certificate of Acceptance. This Maintenance Bond is for the guarantee for the work, performed to be free from defects due to faulty workmanship or materials installed on this project. Neither final acceptance nor final payment, nor any provision in the Contract Documents relieves the Contractor from the maintenance warranty. If the OWNER notifies the Contractor in writing that certain maintenance work needs to be done, and the Contractor does not do the maintenance work within a reasonable time, such time to be governed by the hazard or inconvenience to the public or the OWNER, the OWNER is to do, or to have such work done, and these charges will be paid for by the Contractor, under the Maintenance Bond provision.

17. DRAWINGS AND SPECIFICATIONS FURNISHED

The contractor will be furnished with three (3) sets of drawings and specifications without cost, additional copies will be paid for by the Contractor. The charges will be the actual cost of reproduction per set.

18. TESTING LABORATORY SERVICES

A recognized testing laboratory will be selected to perform the testing services.

Payment for Testing: The first shall be paid for by the OWNER.

Any re-testing required due to failing test will be paid for by the Contractor.

All tests shall be made when, according to the Contractor, the item is ready for testing.

19. INSURANCE AND BONDING REQUIREMENTS

The following bonding and issuance requirements shall be provided:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment to all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- D. A maintenance bond on the part of the Contractor for 100 percent of the contract price.
- E. The successful bidder, to whom the contract is awarded, will be required to carry the hereinafter listed types and amounts of insurance, which will protect the Owner, and furnish acceptable proof of payment to premiums thereon:

Comprehensive General

Liability.....\$1,000,000/\$1,000,000

Comprehensive Form

Premises – Operations

Explosion and Collapse Hazard

Underground Hazard

Products/Completed Operations Hazard

Contractual Insurance

Independent Contractors

Personal Injury

Property

Damage.....\$100,000

Builder's Risk.....\$ Amount of Contract

Workmen's Compensation.....In Accordance with Statutory Requirements

Broad Form Comprehensive General  
Liability.....\$500,000/\$500,000

Automobile Public Liability and Property Damage.....In Accordance with Statutory Requirements

20. INDEMNITY

The "Contractor agrees to and shall indemnify and hold harmless the OWNER, its officers, agents, employees and Engineer from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court cost, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by the Contractor under this contract."

END OF SUPPLEMENTARY CONDITIONS

# **TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

All work under this contract is to be in accordance with the City's Standards and Specifications for the Acceptance of Public Improvements. All provisions of pertinent items of the Texas Department of Transportation 2004 Standard Specifications for Construction of Highways, Streets and Bridges as referenced to the City Specifications shall govern all work to be done under this Contract. All references within these Standard Specifications to TxDOT, the STATE, the DEPARTMENT, or other such terms shall be understood to refer to the CITY OF SOUTH PADRE ISLAND for the purposes of this contract.

If there is a conflict between TxDOT and City Specification, the more stringent shall control unless otherwise authorized by the ENGINEER.

Any conflicts between TxDOT or City Specification and the following Technical Specifications, the project's Technical Specification shall govern.

Copies of the City's Specification are available for review at the Public Works Department, or are available for purchase for \$25.00 per set.

The following City Standard Specification Items are incorporated into the Contract by Reference. References to the pertinent TxDOT Standard Specification Items are included within the City Standard Specifications:

- ARTICLE 2.04 CLEARING, GRUBBING, EXCAVATION, AND EMBANKMENT
- ARTICLE 2.05 SUBGRADE
- ARTICLE 2.06 BASE COURSE
- ARTICLE 2.07 BITUMINOUS PAVEMENT (HOT ASPHALT CONCRETE)
- ARTICLE 2.08 HYDRAULIC CEMENT CONCRETE PAVEMENT
- ARTICLE 2.09 PAVEMENT MARKINGS, STREET SIGNS, AND TRAFFIC CONTROL DEVICES
- ARTICLE 2.10 FINISHING SHOULDERS, DITCHES, AND SLOPES
- ARTICLE 2.12 CURBS AND GUTTERS
- ARTICLE 2.13 SIDEWALKS
- ARTICLE 2.14 DRIVEWAYS, ALLEYS, ENTRANCES, AND APPROACHES
- ARTICLE 2.16 BACKFILL AND COMPACTION
- ARTICLE 2.17 PAVEMENT RESTORATION
- ARTICLE 2.19 VALLEY GUTTERS
- ARTICLE 3.07 VALVES AND FIRE HYDRANTS
- ARTICLE 3.10 SETTING FIRE HYDRANTS
- ARTICLE 7.05 EROSION AND SEDIMENT CONTROL REQUIREMENTS

## **FLEXIBLE BASE TYPE A GRADE I (CRUSHED LIMESTONE)**

### **A. DESCRIPTION**

This item shall govern the material placement and compaction of Crushed Limestone Base to the lines and grades that are shown on the construction drawings. Crushed Limestone Base thickness for various pavement types are shown on the plans.

### **B. MATERIAL**

The Crushed Limestone material shall be Type A, Grade I Texas Department of Transportation, 2004, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, "Item 247 Flexible Base".

The Contractor shall not place crushed limestone on the road bed until the Department of Public Works and the ENGINEER has accepted the shaped and compacted subgrade.

The Contractor must maintain the roadbed free of holes, ruts and depressions and in condition to receive the crushed limestone.

The Contractor upon request shall provide certification that the material supplied meet the above requirements prior to delivery to the job site. Samples for testing of the material must be taken prior to the compaction operations.

### **C. CONSTRUCTION METHODS**

The flexible base material shall be placed on the approved subgrade in courses not to exceed six (6) inches compacted depth. It shall be the responsibility of the contractor that the required amount of material be delivered and uniformly spread and shaped. All materials has been cut into the windows, it shall be sprinkled, spread, and rolled in proper sequence to prevent segregation and as necessary for required compaction.

The surface on completion shall be smooth and in conformity with typical sections and to the established lines and grades. Any deviation in excess of ¼ inch in cross-section and in length of 16 feet measured longitudinally shall be corrected.

Flexible base shall be compacted to an apparent dry density of not less that 98 percent of the maximum dry density as determined in accordance with ASTM Test method D698 ( Standard Proctor). Tests for density will be made within 24 hours after compaction operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to meet the density required. Prior to placing any succeeding course of flexible base or surfacing on a previously completed course the density and moisture of the top three (3) inches of flexible base shall be checked and if the test show the density to be more than 2 percent below the specified compaction and moisture content, it shall be reworked as a necessary the density and moisture required.

The first density and depth test as a specific location will be made by commercial testing laboratory designated by the Owner and said tests shall be paid for the Owner. If the test fails, all other tests at the location shall be paid for by the Contractor, by deducting from the final payment.

### **D. MEASUREMENT & PAYMENT**

This item "Crushed Limestone Base" will be measured by the square yard complete in place as planned and detailed on the cross-section. "Crushed Limestone Base", price shall include full compensation for all materials, for water required and for all equipment, tools, labor and incidentals necessary to complete the work to the required compaction.

## **HOT MIX ASPHALTIC CONCRETE PAVEMENT**

### **A. DESCRIPTION**

This item shall consist of a base course, a leveling-up course, a surface course, or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material.

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface, or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

### **B. MATERIAL**

Hot Mix Asphaltic Concrete, Type "D" (fine graded surface course). The hot mix asphaltic concrete shall conform to the requirements of the Texas Department of Transportation, 2004 Standard Specifications for Construction and maintenance of Highway, Streets, and Bridges, "Item 340 Dense-Graded Hot-Mix Asphalt". The successful bidder shall submit an asphalt mix design within ten (10) days upon award of contract to ENGINEER demonstrating that the hot mix asphaltic concrete to be used meets these specifications. The asphalt to be used shall be PG 64-22. Special Modifications to Standard Specification Item 340, for this project are as follows:

1. Asphalt Content. Asphaltic Material PG 64-22 shall form from a percent of the mixture by weight obtained from the approved Job Mix Formula (JMF).
2. Hveem Stability. Hveem stability shall not be less than 30.

### **C. CONSTRUCTION METHODS**

Construction methods used in Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set form in the Texas Department of Transportation, 2004 Standard Specifications for Construction and maintenance of Highway, Streets, and Bridges, "Item 340 Dense-Graded Hot-Mix Asphalt", with the following additions:

If the temperature of the asphaltic mixture of a load of any part of a load becomes less than 225°F or more than 350°F after being dumped from the mixer and prior to passing through the lay-down machine, all or any part of the load may be rejected.

1. Transporting Asphaltic Concrete. The asphaltic mixture, prepared as specified above, shall be hauled to the work in tight vehicles previously cleaned of all foreign material. The dispatching of the vehicles shall be arranged so that all material delivered may be placed, and all rolling shall be completed during daylight hours. In cool weather or for long hauls, canvas covers and insulating of the truck bodies may be required. The inside of the truck body may be given a light coating of oil, lime slurry, or other material satisfactory to the Department of Public Works Director and/or the ENGINEER, if necessary, to prevent mixture from adhering to the body.



2. Placing

- a. Generally, the asphaltic mixture shall be dumped and spread on the approved prepared surface with specified spreading and finishing machine, in such manner that when properly compact the finished pavement will be smooth, of uniform density and will meet the requirements of the typical cross sections and the surface tests. Spreading machine must have electronic controls and be able to lay a minimum of 19 feet of asphalt per pass. During the application of asphaltic material, care shall be taken to prevent splattering of adjacent pavement, curb, gutter and structures.
- b. In placing a level-up course with the spreading and finishing machine, binder twine or cord shall be set to line and grade established by the Department of Public Works and the ENGINEER. If approved by the Department of Public Works and the ENGINEER, level-up courses may be spread with a motor grader.
- c. When the asphaltic mixture is placed in a narrow strip along the edge of an existing pavement, or used to level up small areas of an existing pavement or placed in small irregular areas where the use of a finishing machine is not practical, the finishing machine may be eliminated when authorized by the ENGINEER, provided a satisfactory surface can be obtained by other approved methods.
- d. Flush Structures. Adjacent to flash curbs, gutters, liners, and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb or flush structure.

3. Conditions for Placement. The asphaltic mixture when placed with a spreading and finishing machine shall not be placed when the air temperature is below 50°F and is falling, but it may be when the air temperature is above 50°F and is rising. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the asphaltic mixture shall be placed only when the humidity, general weather conditions, temperature, and moisture conditions of the base, in the opinion of the ENGINEER, are suitable.

4. Compacting

- a. Rolling with the three-wheel and tandem rollers shall start longitudinally at the sides and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the rear wheel unless otherwise directed by the Department of Public Works and the ENGINEER. Alternative trips of the roller shall be slightly different in length. On super-elevated

curves, rolling shall begin at the low side and progress toward the high side unless otherwise directed by the Department of Public Works and the ENGINEER. Rolling with pneumatic-tire roller shall be done as needed. Rolling shall be continued until not further compression can be obtained and all roller markers are eliminated. One tandem roller, one pneumatic-tire roller and at least one three-wheel roller as specified above shall be provided for each job. If the Contractor elects, he may substitute the three-axle tandem roller for the two-axle tandem roller but in no case shall less than three rollers be in use on each job. Additional rollers shall be provided if needed. The motion of the roller shall be slow enough at all times to avoid displacement of the mixture. If any displacement occurs, it shall be corrected at once by the use of rakes and of fresh mixtures when required. The roller shall not be allowed to stand on pavement which has not been fully compacted. To prevent adhesion of the surface mixture to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water will not be permitted. All rollers must be in good mechanical condition. Necessary precautions shall be taken to prevent the dropping of gasoline, oil, grease, or other foreign matter on the pavement, either when the rollers are in operation or when standing.

In lieu of the rolling equipment specified, the Contractor may, upon written permission from the ENGINEER, operate other compacting equipment that will produce equivalent relative compaction as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

- b. Hand Tamping. The edges of the pavement along curbs, headers, and similar structures, and all places not accessible to the roller, or in such positions as will not allow thorough compaction may be compacted using lightly oiled tamps.
5. Opening to Traffic. The pavement shall be opened to traffic when directed by the Department of Public Works and the ENGINEER. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to public will be subject to the laws governing traffic on Public Roads and Streets.

If the surface ravel or presents a rough appearance, it will be the Contractor's responsibility to correct this condition at his expense. A fog seal and/or sand seal will be applied.

6. Density Test. Acceptance of Sampling and Testing of Hot Mix Asphaltic Concrete (Compaction):

Hot Mix Asphaltic Concrete will be accepted for density on lot basis. A lot will

consist of 5,000 square feet of paving area. One test shall be made for each lot.

Each lot of pavement will be accepted with respect to density, when the average field density is compacted between 91% and 97% as determined in accordance with ASTM D2041, and when no individual determination is less than 90% of the average laboratory density. Four field density determinations will be made for each lot. A Nuclear Gauge will be used to determine field density during laying of the HMAC. The densities shall be determined in accordance with ASTM D2950. The number of tests will be determined by this specification or by request of the ENGINEER. An asphalt sample specimen shall be provided to the testing laboratory for determining the maximum theoretical density and laboratory density. If heating is necessary, the specimen shall be heated to the lowest temperatures required for proper preparation of the sample.

7. Surface Tests. Tests for conformity with the specified crowns and grade shall be made by the Contractor immediately after final rolling. Any variation exceeding the specified tolerances shall immediately be corrected by removing the defective work and replacing with new material, as directed by the ENGINEER. Any correction required shall be at the sole expense of the Contractor.

For surface course, the finished surface shall not vary more than ¼ inch (6.3mm), when tested with a 16 foot straightedge applied parallel with, or at right angles to the centerline.

The finished surfaces of hot mix asphaltic concrete shall not vary from the gradeline, elevations and cross sections shown on the plans by more than ¼ inch (6.3 mm). The Contractor shall correct pavement areas varying in excess of this amount by removing and replacing the defective work. Skin patching shall not be permitted for correction of low areas nor shall be permitted for correction of high areas.

8. Sampling Pavement. Samples for determination of thickness and density of completed pavements shall be obtained by the Owner. The size, number, and locations of the samples will be as directed by the Department of Public Works and the ENGINEER.

All tests necessary to determine conformance with the specified requirements will be performed without cost to the Contractor; however, any required retests shall be performed at the Contractor's expense.

Upon delivery of the Hot Mix Asphaltic Concrete to the site, the Owner will hire a reputable commercial Testing Laboratory to sample the material and run laboratory tests to verify that the mixture conforms to project specifications (Gradation, Extraction, and Stability).

#### D. MEASUREMENT & PAYMENT

This item; "Hot Mix Asphaltic Concrete", will be measured and paid for by the square yard to the depth specified. No additional payment will be made for thickness or width exceeding that shown on the plans. The unit price shall include full compensation for surface preparation, all materials including tack coat, placement, equipment, tools, labor, and incidentals necessary to complete the work.

## **ADJUSTING MANHOLES, CLEANOUTS, INLETS & WATER VALVE RISERS**

### **A. DESCRIPTION**

This item shall govern for the furnishing of materials and for adjusting manholes, cleanouts inlets or water valve risers where required by the plans. Manholes, cleanouts, inlets and water valve risers shall be adjusted to position and/or elevation as shown on the plans, or as ordered by the Department of Public Works and the ENGINEER and in accordance with these specifications.

### **B. MATERIALS**

Manhole, cleanout, and inlet covers, water valve risers, and brick in good condition, removed in the process of adjustment, may be re-used. Additional materials needed shall be provided as needed.

Mortar for brick work shall be composed of one part Portland Cement and two parts clean, sharp mortar sand suitably graded for the purpose. Lime may be added to the mix but in no case shall it exceed 10% by weight of the total dry mix.

Bricks for Sanitary Sewer Manholes shall be concrete brick conforming to the requirements of ASTM Designation C 32, Grade NA or equal.

Concrete for inlets shall be 4000 psi (28 day compressive strength) concrete containing a minimum of 6 sacks of cement per cubic yard.

Reinforcing steel shall be deformed and shall conform to ASTM Designation A-615.

When prefabricated steel extension rings are furnished, the material shall be ASTM A36 or equal.

### **C. CONSTRUCTION**

Existing manholes, cleanouts and water valve risers located within areas of base and sub-base construction shall be located and referenced; covers, and risers shall be removed carefully and stored by the Contractor. Rings, covers, plates, or grates broken in the process of removal and cleaning lost or stolen shall be replaced in kind by the Contractor at his expense. Manholes shall be broken down below subgrade elevation and covered with hatch covers prior to beginning excavation and subgrade preparation. If manholes are to be lowered the brick work shall be removed to a point where the corbell will not exceed 1" per course of brick, in order to obtain the proper diameter at the top for resetting the ring and cover. Upon completion of the flexible base, the manholes, and the water valves shall be located from the reference points and the top portion of the manhole rebuilt, and water valve risers reset so that they will be within ½ inch of the proposed asphalt surfacing.

When manholes are located within pavement areas to be overlaid with hot mix asphaltic

concrete, the Contractor may, upon removal of the cast iron ring and adding concrete adjustment rings, provide prefabricated steel extension rings. They shall be either of the one-piece or two-piece type as necessary for the amount of adjustment. They will be installed in accordance with the manufacturer's instructions.

Inlets to be adjusted shall be broken down as necessary and rebuilt to the elevations as shown on the plans.

#### D. MEASUREMENT & PAYMENT

This item; "ADJUSTING MANHOLES, CLEANOUTS, INLETS & WATER VALVE RISERS", will be measured and paid for under a per item basis. The unit price shall include full compensation for all materials, equipment, tools, labor, and incidentals necessary to complete the work to the required.

## **DETOUR, BARRICADE AND WARNING SIGNS**

The Contractor shall place and maintain in good condition, standard barricades and warning signs at each end of the project and at other locations as shown in the plans to maintain the safety of the public and employees. Traffic control devices shall be in accordance with the Current "Texas Manual on Uniform Traffic Control Devices".

All barricades and signs remaining in place at night and all points of hazard to traffic shall be illuminated by flares, flashers or both, as determined by the Department of Public Works and the ENGINEER.

Upon completion of the work, all signs and evidence thereof shall be removed by the Contractor.

All materials furnished and work performed under these provisions will not be paid for directly, but shall be considered as subsidiary work pertaining to the various bid items of the contract.

No direct payment shall be made to the Contractor for any temporary detours which may be needed during the construction of this project.

## **PRIME COAT**

### **A. DESCRIPTION**

“Prime Coat” shall consists of an application of asphaltic material on the completed base course and/or other approved areas in accordance with these specifications as directed by the Inspector.

### **B. MATERIALS**

The asphaltic material for prime coat shall meet the requirement for Cut-Back Asphalt, MC-30, Item 300, “Asphalt, Oils, and Emulsions” of the Texas highway Department Standard Specifications 2004 Edition.

### **C. CONSTRUCTION METHODS**

When, in the opinion of the Inspector, the area and/or base is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other approved methods as directed by the Inspector. If directed by the Inspector, the surface shall be lightly sprinkled with water just prior to application of the asphaltic material. The asphaltic material shall be applied on the clean surface by an approved distributor at a rate not to exceed 0.2 and not below 0.1 gallons per square yard of surface, evenly, and smoothly, under a pressure necessary for proper distribution. During the application of prime coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutter or structures.

Prime coat shall not be applied when the air temperature is below 60°F and falling, but may be applied when the air temperature is about 50°F and is rising; the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Inspector, are not suitable.

### **D. MEASUREMENT & PAYMENT**

The work performed and materials furnished as prescribed by this item will be measured and paid for by the gallon at the unit price bid for “Prime Coat” of the type and grade of bituminous material provided. This price is full compensation for cleaning and sprinkling the area to be primed; materials, including blotter material; and rolling, equipment, labor, tools, and incidentals.



## **TACK COAT**

### **A. DESCRIPTION**

“Tack Coat” shall consist of an application of asphaltic material on the existing pavement in accordance with these specifications as directed by the Inspector.

### **B. MATERIALS**

The asphalt material for tack coat shall meet the requirement for Cut-Back Asphalt, RC-250, Item 3000, “Asphalt, Oils, and Emulsions” of the Texas Highway Department Standard Specifications 2004 Edition.

### **C. CONSTRUCTION METHODS**

When, in the opinion of the Inspector, the existing pavement base is satisfactory to receive the tack coat, the surface shall be cleaned by sweeping or other approved methods as directed by the inspector. The asphaltic material shall be applied on the clean surface by an approved distributor at a rate not to exceed 0.11 or below 0.05 gallons per square yard of surface, evenly, and smoothly, under a pressure necessary for proper distribution. During the application of tack coat, care shall be taken to prevent splattering of adjacent curb and gutter or structures.

Tack coat shall not be applied when the air temperature is below 60°F and falling, but may be applied when the air temperature is about 50°F and is rising; the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Inspector, are not suitable.

### **D. MEASUREMENT & PAYMENT**

The work performed and materials furnished as prescribed by this item will not be paid for separately, the cost of tack coat material, cleaning the existing pavement, furnishing, heating, hauling, and distributing the tack coat as specified, for all freight involved and for all manipulations, labor, tools, equipment, and incidentals necessary to complete the work shall be included in the unit price for “Hot Mix Asphaltic Concrete”.

## LANDSCAPE PAVERS

**A. Description.** Furnish and install landscape pavers.

**B. Materials.**

- (a) **Concrete.** Furnish High Early Strength concrete ( $f'c = 3,600$  psi min) in accordance with Item: Item 420, "Concrete Structures" Item 421, "Hydraulic Cement Concrete" Item 440, "Reinforcing Steel."
- (b) **Pavers.** Furnish pavers meeting the requirements of ASTM C 936; made using normal-weight aggregates conforming to ASTM C 33; and conforming to the shape, color, laying pattern, and dimensions shown on the plans. Furnish certification from the manufacturer stating that the interlocking paving units have been tested and meet all the requirements of ASTM C 936. Furnish additional paving units when required for testing by the Department.
- (c) **Bedding Sand.** Furnish fine aggregate as specified in Item 421, "Hydraulic Cement Concrete," with the gradation given in Table 1.

**Table 1  
Bedding Sand Gradation**

Sieve Size	Percent Passing
3/8"	100
No. 4	85–100
No. 100	10–30

Spread the sand at a uniform moisture content of 3% to 7%. Protect the sand against rain if it is stockpiled on-site before spreading.

- (d) **Joint-Filling Sand.** Meet the requirements for bedding sand, except with the gradation given in Table 2.

**Table 2  
Joint-filling Sand Gradation**

Sieve Size	Percent Passing
No. 4	100
No. 8	90–100
No. 16	60–100
No. 30	25–70
No. 50	10–30
No. 100	2–15
No. 200	Less than 10

**B. Construction Methods.**

- (a) **Concrete Installation.** Perform excavation and embankment work for the subgrade. Replace unsuitable material encountered in the subgrade and compact to a uniform grade. Place concrete in accordance with Item 420, and to the depth specified on the plans. Grade the concrete surface so that the finished grade of the pavers meets the requirements shown on the plans (or matches existing conditions).
- (b) **Bedding Sand Installation.** Screed a layer of uncompacted sand to a depth of 1 in. to 1-1/2 in. over the compacted base. Do not use bedding sand for leveling.  
Maintain the spread sand in a loose condition and protect against precompaction before and after screeding. Protect screeded sand against accidental precompaction, including compaction by rain or dew. Loosen precompacted sand or screeded sand in advance of the laying face only to an extent to which paving will be completed that day. Lightly screed the sand in a loose condition to the predetermined depth slightly ahead of laying the paving units.
- (c) **Paver Installation.** Place paving units on an uncompacted, screeded sand bed to the required laying

pattern shown on the plans. Align all joints and provide nominal 1/8-in. gaps between adjacent units. Place the first row to abut an edge restraint with a gap of 1/8 in. Place at a suitable angle to the edge restraint to achieve the required visual orientation of paving units in the completed pavement. In each row, lay full-size units first followed by closure units consisting of at least 25% of a full unit. Cut units using a power saw. To fill smaller edge spaces, use a grout mix matching the color of the pavers that consists of 1 part hydraulic cement to 2 parts concrete sand. Use cement and sand that meet Item 421, "Hydraulic Cement Concrete."

Do not allow construction traffic on pavers during installation and compaction.

- (d) **Paver Compaction.** Provide a high-frequency, low-amplitude mechanical flat plate vibrator compactor with a plate area large enough to cover at least 12 paving units and that can deliver a 3,500- to 5,000-lb. centrifugal compaction force. Compact paving units immediately after placement to achieve consolidation of the sand bedding before any traffic is allowed. Bring to design levels and profiles by at least 2 passes of the plate compactor.

Do not compact within 3 ft. of the laying face. Continue compaction until lipping has been eliminated between the adjoining units. Compact all work to within 3 ft. of the laying face at the completion of each work day.

Spread joint-filling sand as soon as practical after compaction but in all cases before the termination of each work day, before acceptance of the day's work, and before permitting construction traffic. Allow joint-filling sand to dry, and then sweep to fill the joints. Compact the pavers and joint-filling sand with a single pass of the compactor.

**C. Measurement.** This Item will be measured by the square yard.

**D. Payment.** Excavation and embankment will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans.

The work performed and measured as provided under "Measurement" will be paid for at the unit price bid for "Landscape Pavers." This price is full compensation for furnishing, placing, and compacting pavers; bedding and joint-filling sand; and equipment, labor, materials, tools, and incidentals. Paver units damaged during compaction or paving operations will be replaced at the Contractor's expense. Concrete base required for landscape pavers will not be paid for directly but will be subsidiary to this Item.

## MOBILIZATION AND STORAGE

1. **Description.** Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items.

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Storage of materials on Right-of-Way is not permitted.

2. **Measurement.** This Item will be measured by the lump sum as the work progresses.
3. **Payment.** Partial payments of the lump sum bid for mobilization will be as follows. The adjusted Contract amount for construction Items as used below is defined as the total Contract amount less the lump sum for mobilization.
  - A. Payment will be made upon presentation of a paid invoice for the payment bond, performance bond, and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.
  - B. Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.
  - C. When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
  - D. When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
  - E. When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
  - F. Payment for the remainder of the lump sum bid for "Mobilization and Storage" will be made on the next estimate cycle after the initial retainage estimate or at final acceptance for projects without retainage.

## FULL DEPTH RECLAMATION

1. Description. Mix and compact cement, water, and subgrade or base (with or without asphalt concrete pavement) in the roadway. All references to "Item #'s" refer to TxDOT specs.
2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.
  - A. Cement. Furnish hydraulic cement that meets the requirements of DMS-4600, "Hydraulic Cement," and the Department's Hydraulic Cement Quality Monitoring Program (HCQMP) Sources not on the HCQMP will require testing and approval before use.
  - B. Water. Furnish water free industrial waste and other objectionable material.
  - C. Asphalt. When permitted for curing purposes, furnish asphalt or emulsion that meets the requirements of Item 300, "Asphalt, Oils, and Emulsions," as shown on the plans or directed.
  - D. Mix Design. The Engineer will determine the target cement content and optimum moisture content to produce a stabilized mixture that meets the strength requirements shown on the plans. The mix will be designed in accordance with Tex-120-E or will be based on prior experience with the project materials. When treating existing materials, limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.
3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.
  - A. Cement Storage Facility. Store cement in closed, weatherproof containers.
  - B. Cement Slurry Equipment. Use slurry tanks equipped with agitation devices to slurry cement on the project or other approved location. The Engineer may approve other slurring methods. Provide a pump for agitating the slurry when the distributor is not equipped with an agitator. Equip the distributor truck with an approved sampling device.
  - C. Pulverization Equipment. Provide pulverization equipment that:
    - cuts and pulverizes material uniformly to the proper depth with cutters that will plane to a uniform surface over the entire width of the cut,
    - provides a visible indication of the depth of cut at all times, and
    - uniformly mixes the materials.
4. Construction. Construct each layer uniformly, free of loose or segregated areas and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.
  - A. Pulverization. Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2 in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary

grade to achieve processing to plan depth.

B. Application of Cement. Uniformly apply cement using dry placement unless otherwise shown on the plans. Add cement at the percentage required. Apply cement only on an area where mixing, compacting, and finishing can be completed during the same working day.

1 Dry Placement. Before applying cement, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of dry cement with approved equipment. Minimize dust and scattering of cement by wind. Do not apply cement when wind conditions, in the opinion of the Engineer, cause blowing cement to become dangerous to traffic or objectionable to adjacent property owners.

2 Slurry Placement. Mix the required quantity of cement with water, as approved. Provide slurry free of objectionable materials and with a uniform consistency that can be easily applied. Agitate the slurry continuously. Apply slurry within 2 hours of adding water and when the roadway is at a moisture content drier than optimum. Distribute slurry uniformly by making successive passes over a measured section of the roadway until the specified cement content is reached

C. Mixing. Thoroughly mix the material and cement using approved equipment. Mix until a homogeneous mixture is obtained. Sprinkle the treated materials during the mixing operation, as directed, to maintain optimum mixing moisture. Spread and shape the completed mixture in a uniform layer. After mixing, the Engineer will sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1.

Table 1. Gradation Requirements Minimum % Passing

SIEVE SIZE	BASE	SUBGRADE
1-3/4 in.	100	100
3/4 in.	85	85
No. 4	--	60

D. Compaction. Compact the mixture in one lift using density control unless otherwise shown on the plans. Complete compaction within 2 hours after the application of cement. Sprinkle or aerate the treated material in accordance with Item 204, "Sprinkling," to adjust the moisture content during compaction so that it is within 2.0 percentage points of optimum as determined by Tex-120-E. Determine the moisture content of the mixture at the beginning and during compaction in accordance with Tex-103-E. Adjust operations as required. Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least one-half the width of the roller unit. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed. Remove areas that lose required stability, compaction, or finish. Replace with cement-treated mixture at the Contractor's expense.

Density Control. Compact to at least 95% of the maximum density determined in accordance with Tex-120-E. The Engineer will determine roadway density in accordance with Test Method Tex-115-E and will verify strength in accordance with Tex-120-E. Remove material that does not meet density requirements. Remove areas that lose required stability, compaction, or finish. Replace with cement-treated mixture and compact

and test in accordance with density control methods. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- E. Finishing. Immediately after completing compaction, clip, skin, or tight-blade the surface of the cement treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Roll the clipped surface immediately with a pneumatic-tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines and grades shown on the plans or as directed. In areas where surfacing is to be placed, correct grade deviations in excess of 1/4 in. in 16 ft. measured longitudinally for the entire width of the cross section. Correct by loosening, adding, or removing material. Reshape and compact in accordance with Section D "Compaction".
- F. Curing. Cure by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at the rate of 0.05 to 0.20 gal. per square yard, as shown on the plans or directed. Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed. Continue curing until placing another course or opening the finished section to traffic.

#### 5. Measurement.

A. Cement. Cement will be measured by the ton (dry weight). When cement is furnished in trucks, the weight of cement will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

When cement is furnished in bags, indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.

Cement slurry will be measured by the ton (dry weight) of the cement used to prepare the slurry at the job site or from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.

B. Full Depth Reclamation. Full Depth Reclamation will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the widths shown on the plans and lengths measured at placement.

6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 5.A,

"Cement," or Section 5.B, "Full Depth Reclamation."

Sprinkling, rolling, and necessary proof-rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown all the plans.

Asphalt used solely for curing will not be paid for directly, but will be subsidiary to this Item.

Asphalt placed for the purpose of curing and priming will be paid for under Item 310, "Prime Coat."

- A. Cement. Cement will be paid for at the unit price bid for "Cement." This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.
- B. Full Depth Reclamation. Full Depth Reclamation will be paid for at the unit price bid for the depth specified. No additional payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, providing cement, spreading, applying cement, compacting, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, Processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.