

**SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS  
FOR**

**WWTP UPDATES  
SEWER PLANT  
ROAD REPAIR**



**CITY OF GREENVILLE**

<b>DAVID DREILING</b>	<b>MAYOR</b>
<b>JERRY RANSOM</b>	<b>PLACE 1</b>
<b>AL ATKINS</b>	<b>PLACE 2</b>
<b>JOHN TURNER</b>	<b>PLACE 3</b>
<b>HOLLY GOTCHER</b>	<b>PLACE 4</b>
<b>BRENT MONEY</b>	<b>PLACE 5</b>
<b>CEDRIC DEAN</b>	<b>PLACE 6</b>

**CITY MANAGER – SUMMER SPURLOCK  
ENGINEERING SUREINTENDANT – BRETT JAMESON**

**INDEMNIFICATION CLAUSE INCLUDED  
AT  
SUPPLEMENTARY GENERAL PROVISIONS,  
SECTION 12-4 B  
AND  
SECTION 12-8, 4TH PARAGRAPH**

**Prepared by:**

**CITY OF GREENVILLE  
ENGINEERING DEPARTMENT**

**August 2019**

**ADVERTISEMENT FOR BIDS  
CITY OF GREENVILLE**

IFB 18-19-37

Sealed bids addressed to Purchasing Agent, City of Greenville, Texas will be received at the office of the Purchasing Agent, 2821 Washington Street, Greenville, Texas, until **3:00 pm on Sept. 10, 2019**, to furnish all labor and materials and perform all work necessary to complete the:

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

After the expiration of the time and date above first written said sealed bids will be opened by the Purchasing Agent in the City Council Chambers, 2821 Washington St. and publicly read aloud.

Plans, specifications, may be examined, without charge, at the office of the Purchasing Agent for the City of Greenville, Texas located at 2821 Washington St. Proposal forms, specifications, plans and contract documents may be obtained at the City of Greenville, office of the Purchasing Agent located at 2821 Washington St., Greenville, Texas 75401, phone number (903) 457-3111 **for the purchase price of Fifty and no/100 dollars (\$50.00) for each set of documents. No refunds will be made.**

Attention of each bidder is particularly called to the Schedule of General Prevailing Rate of Per Diem Wages included in the contract documents on file in the office of the Purchasing Agent at the City of Greenville, Texas. Each bidder's attention is further directed to provisions of Chapter 2258 of Texas Government Code, and the requirements contained therein concerning the above wage scale and payment by the Contractor of the prevailing rates of wages as heretofore established by owner in said wage scale.

CITY OF GREENVILLE

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To be advertised in the Greenville Herald Banner:

On: **August 24, 2019**,

IFB: 18-19-37 WWTP UPDATES

And: **August 31, 2019**,

ARN: #1892

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## NOTICE TO BIDDERS

Separate sealed bids addressed to Director of Purchasing, City of Greenville, Texas will be received at the office of the Director of Purchasing, 2821 Washington Street, Greenville, Texas until **3:00 pm on Sept. 10, 2019**, to furnish all labor, equipment, and materials, and perform all work for the construction of the following described project in accordance with City of Greenville Standard Specifications, which include the North Central Council of Governments Standard Specifications as the same has been adopted by the City of Greenville.

### **WWTP UPDATES SEWER PLANT ROAD REPAIR**

After the expiration of the time and date above first written said sealed bids will be opened by the Director of Purchasing at his/her office and publicly read aloud.

The City Council will consider the bids at City Hall, Greenville, as soon thereafter as may reasonably be convenient, subject to the right to reject any or all bids and waive any formalities.

Plans, specifications, may be examined, without charge, at the office of the Purchasing Agent for the City of Greenville, Texas located at 2821 Washington St. Proposal forms, specifications, plans and contract documents may be obtained at the City of Greenville, office of the Purchasing Agent located at 2821 Washington St., Greenville, Texas 75401, phone number (903) 457-3111 **for the purchase price of Fifty and no/100 dollars (\$50.00) for each set of documents. No refunds will be made.**

It is the sole responsibility of the bidder to insure that his bid is actually in the office of the Director of Purchasing of the City prior to the expiration of the date above first written.

The successful bidder will be required to furnish a performance bond and payment bond in accordance with Article 5160, Vernon's Annotated Civil Statutes, in the amount of 100% of the total contract price in the event that said contract price exceeds \$25,000.00. If the contract price does not exceed \$25,000.00, the said statutory bonds will not be required.

Bidders are required to submit, with the bid package, a cashier's or certified check issued by a bank satisfactory to the City of Greenville, or a Bidder's bond from a reliable surety company, payable without recourse to the order of the City of Greenville in an amount not less than 5% of the total amount of the bid submitted as a guarantee that bidder will enter into a contract and execute all necessary bonds (if required) within 10 days after notice of award of the contract to him.

It shall be each bidder's responsibility to inspect the site of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bids submitted.

Attention of each bidder is particularly called to the schedule of general prevailing rate of per diem wages included in the contract documents on file in the office of the Purchasing Agent of the City of Greenville, which document is specifically referred to in this notice to bidders. Each bidder's attention is further directed to provisions of Chapter 2258 of Texas Government Code and the requirements contained therein concerning the above wage scale and payment by the Contractor of the prevailing rates of wages as heretofore established by owner in said wage scale.

CITY OF GREENVILLE, TEXAS

## INSTRUCTIONS TO BIDDERS

1. **PROPOSALS OR BIDS:**

1.1 Sealed proposals or bids will be received by the Purchasing Agent of the City of Greenville, Texas, at the City Hall until **3:00 pm on Sept. 10, 2019**, at which time and place bids will be publicly opened and read aloud for:

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

1.2 Proposals shall be on the form provided for that purpose and shall be enclosed in two sealed envelopes, one within the other, each clearly marked so as to guard against opening prior to the time set therefor. The bidder shall also be responsible for placing his firm name on the outside of both such bid envelopes. **The original proposal with three (3) copies shall be provided.**

1.3 Proposals which are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the Owner.

1.4 Each proposal shall be signed, in behalf of the individual, partnership or corporation making the proposal, by the person or persons legally authorized to sign this document and thereby bind the maker in full responsibility therefor. The address of the individual, partnership or corporation shall be appended and, upon demand, the names and addresses of all members of a partnership or the corporate officers of a corporation shall be made known.

1.5 All questions regarding bidding and the submission of bids shall be directed to the Purchasing Agent in the Municipal Building, 2821 Washington Street, telephone number (903) 457-3111.

2. **CONTRACT DOCUMENTS:**

2.1 All work covered by this contract shall be done in accordance with contract documents described in the General Provisions.

2.2 All bidders shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

3. **PLANS FOR USE BY BIDDER:**

3.1 It is the intent of the City of Greenville that all parties with an interest in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid without charge. The contract documents may be examined without charge as noted in the Invitation to Bid.

4. **TIME AND ORDER FOR COMPLETION:**

4.1 The construction covered by the contract documents shall be fully complete within **60**, consecutive calendar days from the date specified in the Notice to Proceed issued by the City of Greenville to the successful bidder.

4.2 The Contractor will be permitted to prosecute the work in the order of his own choosing, provided however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to insure completion of the project within the time specified.

5. **ONE-YEAR MAINTENANCE BOND:**

5.1 Contractor shall furnish the City of Greenville a maintenance bond to guarantee against defects in the construction or equipment furnished under the project for one year following acceptance. The bond shall be executed by a surety company holding a license to do business in the State of Texas and acceptable to the City of Greenville, in an amount equal to one hundred (100) percent of the contract.

6. **PLANS FOR THE CONTRACTOR:**

6.1 The Contractor will be furnished 2 sets of specifications, and related contract documents for his use during construction. Plans and specifications for use during construction will only be furnished directly to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors, or others, as required for proper prosecution of the work contemplated by the Contractor.

7. **PREPARATION OF PROPOSAL:**

7.1 The bidder shall submit his proposal on forms furnished by the City. All blank spaces in the form shall be correctly filled in and the bidder shall state the price both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If a proposal is submitted by a firm, association, or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association or partnership, or person duly authorized.

7.1.1 The successful bidder is required to provide segregated amounts for cost of labor and other services from tangible personal property to be ultimately consumed in this project. Such segregated cost shall be identified in the contract to be executed by the parties.

7.2 If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent. Powers of Attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

7.3 The proposal shall be executed in ink. Each proposal shall be enclosed in a sealed envelope, addressed as specified in the Notice to Bidders, and endorsed on the outside of the envelope in the following manner:

- (a) Bidder's name.
- (b) Proposal for: **WWTP UPDATES SEWER PLANT ROAD REPAIR**

7.4 Bid proposals may be withdrawn and resubmitted at any time prior to the time set for opening of the bids, but no proposal may be withdrawn or altered thereafter.

7.5 All bidders must supply the following with their bids:

- (a) Qualification Statement of Bidders.
- (b) Qualification Statement of Bidder's Surety.
- (c) Construction schedule.
- (d) Current financial statement.

8. **BID SECURITY:**

8.1 Each bid must be accompanied by a certified or cashier's check or an approved bidder's bond made payable to the owner in an amount of five (5%) percent of the largest possible total of the bid as a guarantee that, if awarded the contract, the bidder shall enter into a contract and execute all necessary bonds.

9. **PERFORMANCE AND PAYMENT BONDS:**

9.1 Performance and payment bonds are in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas. Owner shall approve bonds as to form. The Owner may, in its discretion, reject a surety it believes unacceptable; a failure to reject a surety who is unacceptable or fails to perform its obligations shall incur no liability to Owner.

10. **BIDDER'S KNOWLEDGE OF CONDITIONS:**

10.1 Prior to submission of a proposal, bidders shall have made a thorough inspection of the site of the work and a thorough examination of the plans and specifications, and shall become informed as to the nature of the work, labor conditions, and all other matters that may affect the cost and time of completion of the work.

11. **INTERPRETATION OF DOCUMENT:**

11.1 If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof prior to seven (7) days of the time of opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanations or interpretations.

12. **AWARD OF CONTRACT:**

12.1 It is the intent of the City of Greenville that this project be completed as quickly and economically as is feasible. A tabulation of the bids received will be prepared for consideration by the City Council.

Award will be made to the lowest **responsible** bidder. No conditional bids will be accepted. The successful bidder must submit both base and alternate base bids. Unless the bids are unreasonably high, the Owner anticipates awarding the contract promptly on the basis of the greatest advantage to the Owner, considering prices bid, ability, standing and reputation of bidder, capabilities for executing the work and such other elements as the awarding authority may deem pertinent. The Owner retains the right to waive informalities and to reject any or all bids.

13. **PROTECTION OF THE PUBLIC:**

13.1 For protection and convenience of the public and emergencies, the successful bidder shall furnish the City with a telephone number where the Contractor can be contacted 24 hours a day during the entire construction period of this project. This telephone number shall be furnished to the City in writing prior to the beginning of construction.

14. **AFFIDAVIT AGAINST PROHIBITED ACTS:**

14.1 It shall be the successful bidder's responsibility to complete this affidavit (Section 5 of the Contract Documents) prior to execution of the contract by the City of Greenville. Failure to complete this form may prohibit the Contractor's ability to secure the contract.

15. **ENGINEER:**

15.1 The term "Engineer" shall refer to the City Engineer or his authorized representative.

16. **AMERICAN DISABILITIES ACT:**

"Any person, firm business, partnership, or corporation that provides a service or function to the public or employees, agents or officials of the city of which is performed on behalf of the City of Greenville, shall comply with 42 U.S.C. 1210-12213 and any amendments thereto, known as the "American Disabilities Act of 1990"."

**SECTION 1**

**QUALIFICATION STATEMENT OF BIDDERS**



**SECTION 1**  
**QUALIFICATION STATEMENT OF BIDDERS**

SUBMITTED TO:

Engineering Department , City of Greenville

Reviewed by: \_\_\_\_\_

Date Received: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CIRCLE ONE: Sole Proprietor    Partnership    Corporation    Joint Venture

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

PARTNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

CITY: \_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_  
COUNTY                      STATE

\_\_\_\_\_  
COUNTY                      STATE

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION: \_\_\_\_\_

LOCATION OF PRINCIPAL OFFICE: \_\_\_\_\_

CONTACT PERSONS AT OFFICE: \_\_\_\_\_

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

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

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
CITY                      STATE      ZIP

PHONE: \_\_\_\_\_

NAMES OF OFFICERS: (IF APPLICABLE) \_\_\_\_\_

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: \_\_\_\_\_

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT: \_\_\_\_\_

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving	Storm Sewer	Water & Sanitary Sewer Lines
Concrete Paving	Earth Work	Steel Erection
Misc. Concrete	Bridge Work	Painting
Channel Lining	Demolition	Fog Seal
Pump Stations	Landscaping	Chip Seal

Concrete Structures: Inlets, Box Culverts, Junction Boxes

Other: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: \_\_\_\_\_  
OWNER/ENGINEER: \_\_\_\_\_  
YEAR BUILT: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
OWNER/ENGINEER: \_\_\_\_\_  
YEAR BUILT: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
OWNER/ENGINEER: \_\_\_\_\_  
YEAR BUILT: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
OWNER/ENGINEER: \_\_\_\_\_  
YEAR BUILT: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT: \_\_\_\_\_  
OWNER/ENGINEER: \_\_\_\_\_  
PERCENT COMPLETE: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
OWNER/ENGINEER: \_\_\_\_\_  
PERCENT COMPLETE: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
OWNER/ENGINEER: \_\_\_\_\_  
PERCENT COMPLETE: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
OWNER/ENGINEER: \_\_\_\_\_  
PERCENT COMPLETE: \_\_\_\_\_ CONTRACT PRICE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? \_\_\_\_\_  
IF SO, NAME OF OWNER AND/OR SURETY:

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? \_\_\_\_\_  
IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS:

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

BANK REFERENCE: Bank: \_\_\_\_\_

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: \_\_\_\_\_

MUNICIPALITY REFERENCE: City: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Position: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

OTHER CREDIT REFERENCES:

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporations with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_  
Company: \_\_\_\_\_ Date: \_\_\_\_\_

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

**SECTION 2**

**QUALIFICATION STATEMENT OF  
BIDDER'S SURETY**

**SECTION 2**  
**QUALIFICATION STATEMENT**  
**OF BIDDER'S SURETY**

SUBMITTED TO: City of Greenville, Texas

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

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

1. Has this surety furnished contract bonds on contracts now complete? \_\_\_\_\_
2. Has this surety furnished contract bonds on contracts now incomplete? \_\_\_\_\_
3. What is the maximum bonding capacity of this Contractor?  
\_\_\_\_\_
4. Is the current financial information on this Contractor satisfactory? \_\_\_\_\_
5. Does information obtained indicate accounts are paid when due? \_\_\_\_\_  
If not, give details:  
\_\_\_\_\_  
\_\_\_\_\_
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract?  
\_\_\_\_\_
7. Provided this bidder does not assume other commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? \_\_\_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

SURETY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

BY:

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
CITY STATE ZIP

PHONE: \_\_\_\_\_

(IN DUPLICATE)

**SECTION 3**

**PREVAILING WAGE RATES FOR  
MUNICIPAL CONSTRUCTION  
IN GREENVILLE, TEXAS**

**General Decision Number:**

**TX070047 02/09/2007 TX47**

**State: Texas**

**Construction Types: Heavy and Highway**

Counties: Anderson, Angelina, Bosque, Burleson, Camp, Cass, Cherokee, Delta, Erath, Falls, Fannin, Franklin, Freestone, Grimes, Hamilton, Henderson, Hill, Hood, Hopkins, Houston, **Hunt**, Jack, Jasper, Lamar, Leon, Limestone, Madison, Marion, Milam, Morris, Nacogdoches, Navarro, Newton, Palo Pinto, Panola, Polk, Rains, Red River, Robertson, Rusk, Sabine, San Augustine, San Jacinto, Shelby, Somervell, Titus, Trinity, Tyler, Upshur, Van Zandt, Walker, Washington, Wise and Wood Counties in Texas.

HEAVY (excluding tunnels & dams) and HIGHWAY PROJECTS (does not include building structures in rest area projects), & incidental Shore Work for Chambers Co. only. NOT TO BE USED FOR WORK ON SEWAGE OR WATER TREATMENT PLANTS OR LIFT/PUMP STATIONS IN LEON, MILAM, BOSQUE, FALLS, FREESTONE, HAMILTON, HILL, LIMESTONE, NAVARRO & ROBERTSON COUNTIES.

Modification Number	Publication Date	
0	02/09/2007	
SUTX2005-006 11/09/2004		
	Rates	Fringes
Air Tool Operator.....	\$ 9.98	\$0.00
Asphalt Distributor Operator...	\$ 11.45	\$0.00
Asphalt paving machine operator	\$ 11.82	\$0.00
Asphalt Raker.....	\$ 9.30	\$0.00
Asphalt Shoveler.....	\$ 8.28	\$0.00
Batching Plant Weigher.....	\$ 17.11	\$0.00
Broom or Sweeper Operator.....	\$ 9.09	\$0.00
Bulldozer operator .....	\$ 11.80	\$0.00
Carpenter.....	\$ 11.73	\$0.00
Concrete Finisher, Paving.....	\$ 11.70	\$0.00
Concrete Finisher, Structures..	\$ 11.27	\$0.00
Concrete Paving Saw Operator...	\$ 12.30	\$0.00
Concrete Rubber.....	\$ 9.49	\$0.00
Crane, Clamshell, Backhoe, Derrick,		\$0.00
Dragline, Shovel Operator.....	\$ 12.50	\$0.00
Electrician.....	\$ 17.22	\$0.00
Flagger.....	\$ 8.06	\$0.00
Form Builder/Setter, Structures	\$ 11.21	\$0.00
Form Liner - Paving & Curb.....	\$ 8.00	\$0.00
Form Setter, Paving & Curb.....	\$ 10.63	\$0.00
Foundation Drill Operator, Truck Mounted.	\$ 16.00	\$0.00
Front End Loader Operator.....	\$ 10.83	\$0.00
Laborer, common.....	\$ 8.69	\$0.00
Laborer, Utility.....	\$ 10.57	\$0.00
Mechanic.....	\$ 14.79	\$0.00
Milling Machine Operator, Fine Grade.....	\$ 10.25	\$0.00
		\$0.00
Mixer operator.....	\$ 10.09	\$0.00
Motor Grader Operator, Fine Grade.....	\$ 14.29	\$0.00

Motor Grader Operator, Rough...	\$ 13.11	\$0.00
Oiler.....	\$ 12.50	\$0.00
Pavement Marking Machine Operator.....	\$ 11.17	\$0.00
Piledriverman.....	\$ 11.00	\$0.00
Pipelayer.....	\$ 10.85	\$0.00
Reinforcing Steel Setter, Paving.....	\$ 13.48	\$0.00
Reinforcing Steel Setter, Structure....	\$ 15.52	\$0.00
Roller Operator, Pneumatic, Self-Propelled...\$	8.87	\$0.00
Roller Operator, Steel Wheel, Flat		\$0.00
Wheel/Tamping	\$ 8.75	
Roller Operator, Steel Wheel,		\$0.00
Plant Mix Pavement.....	\$ 9.70	
Scraper Operator.....	\$ 10.29	\$0.00
Servicer.....	\$ 11.43	\$0.00
Spreader Box operator.....	\$ 10.39	\$0.00
Tractor operator, Crawler Type.....	\$ 12.00	\$0.00
Tractor operator, Pneumatic....	\$ 11.57	\$0.00
Traveling Mixer Operator.....	\$ 10.07	\$0.00
Truck driver, lowboy-Float.....	\$ 11.64	\$0.00
Truck driver, Single Axle, Heavy.....	\$ 10.56	\$0.00
Truck driver, Single Axle, Light.....	\$ 10.24	\$0.00
Truck Driver, Tandem Axle, Semi-Trailer....\$	10.33	\$0.00
Work Zone Barricade Servicer.....	\$ 9.52	\$0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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**WAGE DETERMINATION APPEALS PROCESS**

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2. and 3. should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:



Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

**SECTION 4**  
**VENDORS COMPLIANCE TO**  
**STATE LAW**

**SECTION 4**  
**VENDORS COMPLIANCE TO STATE LAW**

Texas Government Code, Chapter 2252, Subchapter A provides that, in order to be awarded a contract as low bidder, non - resident bidders (out of state Contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident Contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Non-resident vendors in \_\_\_\_\_(give state), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in \_\_\_\_\_(give state), our principal place of business, are not required to underbid resident bidders.

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

**BIDDER:**

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
(please print)

\_\_\_\_\_

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

\_\_\_\_\_  
City                      State      Zip

Title: \_\_\_\_\_  
(please print)

\_\_\_\_\_  
Phone

**THIS FORM MUST BE RETURNED WITH YOUR QUOTATION**

**SECTION 5**

**AFFIDAVIT AGAINST PROHIBITED ACTS**

**SECTION 5**  
**AFFIDAVIT AGAINST PROHIBITED ACTS**

I hereby affirm that I am aware of the provisions of Texas Penal Code Section 36.02, 36.08, 36.09 and 36.10 dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST (if corporation)

\_\_\_\_\_  
Date

**SECTION 6**

**PROPOSAL AND BID FORM**

## SECTION 6 PROPOSAL AND BID FORM

Proposal of \_\_\_\_\_ (hereinafter called "Bidder").

Address:

To the Honorable Mayor and City Council  
City of Greenville, Texas (hereinafter called "Owner")

Date of Bid Opening **3:00 pm on Sept. 10, 2019.**

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of:

### WWTP UPDATES SEWER PLANT ROAD REPAIR

for the City of Greenville, Texas, having carefully examined the plans, specifications, instructions to bidders, invitation to bid and all other related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the prices stated.

The Bidder binds himself on acceptance of his proposal to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated in Exhibit "A" of this proposal.

Bidder hereby agrees to commence the work on the above project within ten (10) days of receipt of written "Notice to Proceed" and to fully complete the project within **60**, consecutive calendar days, thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum specified in Item 1.36.1 of the North Central Texas Council of Governments Standard Specifications for Public Works Construction, and quoted below, for each calendar day in excess of the time set forth hereinabove for completion of this project, all as more fully set forth in the general conditions of the contract documents.

**1.36.1 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME:** The time of completion is the essence of this contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

<u>AMOUNT OF CONTRACT</u>		<u>AMOUNT OF LIQUIDATED DAMAGES</u>	
Less than	\$5,000.00	\$60.00	Per Day
\$5,000.00	to	\$14,999.99	\$80.00
\$15,000.00	to	\$24,999.99	\$100.00
\$25,000.00	to	\$49,999.99	\$120.00
\$50,000.00	to	\$99,999.99	\$160.00
\$100,000.00	to	\$1,000,000.00	\$240.00
More than	\$1,000,000.00	\$500.00	Per Day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the work. The

said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amounts of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

Bidder understands and agrees that this bid proposal shall be completed and submitted in accordance with the Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

***The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days from date of bid opening until the date that the project is awarded by the City Council.***

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications, and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid, as provided in the contract documents.

Enclosed with this proposal is a Cashier's Check or Certified Check for: 5% Greatest Amount Bid Dollars ( \$5% GAB ), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents and the required bond (if any) with the Owner within ten (10) days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Invitation to Bid.

The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is approximate only and not guaranteed. The Owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto. Payment will be made on actual quantities installed at the unit bid price, and no claim will be made for anticipated profits for any decrease in profits.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit bid prices.



**EXHIBIT A, PAGE 1  
 BID PROPOSAL  
 FOR**

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

<b>BID ITEMS</b>					
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	<b>Mobilization (Max. 5% of Contract).</b> Measurement and Payment shall consist of actual cost including: bonds and insurance, transportation and setup for equipment, transportation and/or erection of all field offices, sheds and storage facilities.		
2	2300	SY	Remove existing concrete drive sections. Complete in place per City specifications.		
3	2300	SY	Furnish and install 8" Concrete Drive sections Complete in place per City specifications.		
4	10	LF	Prep concrete for trench drain supplied by others, Complete in place per plans and specifications.		
5					
6					
7					
8					
9					
10					
11					

Construction Schedule: Work must be completed with 60, consecutive calendar days after notification period of 10-days has passed.

**EXHIBIT A, PAGE 2  
 BID ITEM DISCRIPTIONS**

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

<b>BID ITEMS</b>			
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION
1	1	LS	<b>Mobilization (Max. 5% of Contract).</b> Measurement and Payment shall consist of actual cost including: bonds and insurance, transportation and setup for equipment, transportation and/or erection of all field offices, sheds and storage facilities.
2	2300	SY	Remove existing concrete drive sections. Includes full compensation for furnishing all materials, equipment, tools and labor necessary for removal of material to complete this item per details and specifications.
3	2300	SY	Furnish and install 8" Concrete Drive sections. Includes full compensation for furnishing all materials, equipment, tools and labor necessary for preparing, mixing and applying these materials complete in place per details and specifications per details and specifications.
4	10	LF	Prep concrete for trench drain supplied by others. Includes full compensation for furnishing all materials, equipment, tools and labor necessary to complete in place per details and specifications.
5			
6			
7			
8			
9			

Construction Schedule: Work must be completed with 60, consecutive calendar days after notification period of 10-days has passed.

**EXHIBIT A, PAGE 3**  
**BID PROPOSAL**  
**FOR**  
**WWTP UPDATES SEWER PLANT ROAD REPAIR**

	<b>Supplemental General Notes</b>
**	Any and all existing improvements in yard areas damaged by contractor will be replaced to a condition equal to or better than original at no additional cost.
**	Any and all spoil materials shall be removed from job site and placed at a location designated by the contractor. The City does not have and will not furnish dump sites.
**	<b>The City pays items installed complete and in place. The City does not pay for materials on hand or stored items.</b>

**EXHIBIT A, PAGE 4**

**BID PROPOSAL  
FOR**

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

**Recapitulations**

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

**Total** \$ \_\_\_\_\_

**Notice of award will be mailed to the undersigned at the following addresses:**

\_\_\_\_\_  
Contractor

by: \_\_\_\_\_

\_\_\_\_\_  
Principal Place of Business

(Corp. Seal if Bidder is Corporation)

Attest: \_\_\_\_\_

Secretary: \_\_\_\_\_

Acknowledgment is hereby made of receipt of the following Addenda, if any:

No. \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Date: \_\_\_\_\_

List Subcontracts (and type of work):

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

**SECTION 7**

**REQUEST FOR CERTIFICATE OF**

**EXEMPTION FROM TEXAS LIMITED**

**SALES, EXCISE AND USE TAX**

**SECTION NO. 7**

**REQUEST FOR CERTIFICATE OF EXEMPTION  
FROM TEXAS LIMITED SALES, EXCISE AND USE TAX**

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

TO: City of Greenville, Texas  
Municipal Building  
2821 Washington St.  
Greenville, TX 75401

RE: **WWTP UPDATES SEWER PLANT ROAD REPAIR**

The undersigned Contractor hereby requests a Certificate of Exemption from the Texas Limited Sales, Excise, and Use Tax in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) which is an amount not exceeding the contract price of all materials and other tangible personal property to be furnished in connection with the subject property.

The undersigned hereby represents that such materials and property have been or will be utilized in the performance of the contract to the full extent or the amount for which such Certificate of Exemption is requested.

\_\_\_\_\_  
Company

By: \_\_\_\_\_  
(Please Print)

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

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

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

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone/Fax

(Seal if Corporation)

**SECTION 8**  
**CONTRACT AGREEMENT**

**SECTION 8**

**CONTRACT AGREEMENT**

STATE OF TEXAS §

COUNTY OF HUNT §

**THIS AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Greenville, Hunt County, State of Texas, acting through \_\_\_\_\_, City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed **OWNER**, and \_\_\_\_\_ of the City of \_\_\_\_\_ (County), \_\_\_\_\_ (State), \_\_\_\_\_ 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 having even date wherewith, 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:

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

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 Bidders, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda 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 same within 60, consecutive calendar 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.

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

**THE OWNER** agrees to pay the Contractor in current funds \_\_\_\_\_ dollars (\$ \_\_\_\_\_) 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 GREENVILLE, TEXAS

\_\_\_\_\_  
CITY MANAGER Ed Thatcher  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

CONTRACTOR

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY

(SEAL IF CORPORATION)

COMPLETE ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE/FAX: \_\_\_\_\_

**SECTION 9**  
**PERFORMANCE BOND**  
**AND**  
**PAYMENT BOND**

**SECTION 9**

**STATUTORY PERFORMANCE BOND PURSUANT TO ARTICLE 5160  
OF THE REVISED CIVIL STATUTES OF TEXAS AS AMENDED**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ (hereinafter called  
the Principal(s)), as Principal(s), and  
\_\_\_\_\_ (hereinafter called  
the Surety(s)), as Surety(s), are held and firmly bound unto the CITY OF GREENVILLE (hereinafter  
called the Obligee), in the amount of : \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) lawful money of the United States for the payment whereof, the said  
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, for the:

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

and said Principal under the law is required before commencing the work provided for in said contract to  
execute a bond in the amount of said contract, which contract is hereby referred to and made a part hereof  
as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall faithfully perform the work in accordance with the plans, specifications and contract  
documents, 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 waives all rights to notice for extension of contract date.

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

\_\_\_\_\_  
\_\_\_\_\_  
Surety

Principal

\*By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Title)

PRINT NAME:

By: \_\_\_\_\_  
(Title)

ADDRESS:

PHONE/FAX:

By: \_\_\_\_\_  
(Title)

The undersigned surety company represents that it is duly qualified to do business in **Texas**, and hereby designates \_\_\_\_\_, an agent resident in \_\_\_\_\_ County, **Texas**, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
PRINT NAME:

ADDRESS:

APPROVED AS TO FORM:

PHONE/FAX:

CITY OF GREENVILLE, TEXAS

By: \_\_\_\_\_  
City Attorney

**\*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, we must have a copy of the Power of Attorney for our files, AND ATTACHED TO THIS SECTION.**

**SECTION 9**

**STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160  
OF THE REVISED CIVIL STATUTES OF TEXAS AS AMENDED**

KNOW ALL MEN BY THESE PRESENTS, that

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

(hereinafter called the Principal(s)) as Principal(s), and

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

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the CITY OF GREENVILLE (hereinafter called the Obligee), in the amount of:

\_\_\_\_\_ Dollars (\$) ) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, for the:

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

and said Principal under the law is required before commencing work provided for in said contract to execute a bond in the amount of said contract, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal 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.

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

\_\_\_\_\_  
Surety

\*By: \_\_\_\_\_  
(Title)

PRINT NAME:

ADDRESS:

PHONE/FAX:

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Title)

The undersigned surety company represents that it is duly qualified to do business in **Texas**, and hereby designates \_\_\_\_\_, an agent resident in \_\_\_\_\_ County, **Texas**, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
PRINT NAME:

ADDRESS:

PHONE/FAX:

APPROVED AS TO FORM:

CITY OF GREENVILLE, TEXAS

By: \_\_\_\_\_  
City Attorney

**\*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, we must have a copy of the Power of Attorney for our files, AND ATTACHED TO THIS SECTION.**

**SECTION 10**

**MAINTENANCE BOND**

**SECTION 10  
MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ a CORPORATION organized under the laws of \_\_\_\_\_, as SURETIES, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Greenville, a municipal corporation at Greenville, Hunt County, Texas the sum of: \_\_\_\_\_ Dollars (\$) for the payment which sum well and truly to be made until said City of Greenville and its successors, said PRINCIPAL AND SURETIES do hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned, however, that whereas said \_\_\_\_\_, the Contractor, did on \_\_\_\_\_, 20\_\_\_\_ enter into a written contract with the said City of Greenville to build and construct:

**WWTP UPDATES SEWER PLANT ROAD REPAIR**

in the City of Greenville, Texas which contract and the Plans and Specifications therein mentioned adopted by the City of Greenville, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans and Specifications, and contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) year from the date of acceptance; it being understood that the purpose of this section is to cover all defective material, work or labor performed by said CONTRACTOR, its employees, sub-contractors, materialmen and assigns.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY OF GREENVILLE shall have and recover from said SURETY, damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the SURETY, hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be \_\_\_\_\_ (Surety Co.)

executed by its ATTORNEY-IN-FACT \_\_\_\_\_ and the said ATTORNEY-IN-FACT \_\_\_\_\_ has hereunto set his hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY:

By: \_\_\_\_\_  
PRINT NAME:  
TITLE:  
ADDRESS:  
PHONE/FAX:  
EMAIL:

PRINCIPAL:

\_\_\_\_\_  
(Company)  
By: \_\_\_\_\_  
print  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Please print  
Address: \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_



**SECTION 11**  
**CERTIFICATE OF INSURANCE**

# CERTIFICATE OF INSURANCE

TO: CITY OF GREENVILLE  
GREENVILLE, TEXAS

DATE: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_

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 hereon.

### TYPE OF INSURANCE

<u>POLICY</u>	<u>EFFECTIVE</u>	<u>EXPIRES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's <u>Compensation</u>			
Owner's Protective or Contingent Liability			Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____
Contractor's			Per Person \$ _____ Per Occur. \$ _____
Protective or Contingent Liability			Property Damage \$ _____
Automobile			Per Person \$ _____ Per Occur. \$ _____ Property Damage \$ _____

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

Locations Covered:

Description 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 the legal time required after the insured has received written notice of such change or cancellation, or in case there is no legal requirement, in less than sixty (60) days in advance of cancellation or change.

FIVE COPIES OF THIS CERTIFICATE  
MUST BE SENT TO THE OWNER

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

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

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

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

\_\_\_\_\_  
Phone/Fax: \_\_\_\_\_

**SECTION 12**

**SUPPLEMENTARY GENERAL PROVISIONS**

# SUPPLEMENTARY GENERAL PROVISIONS

## 12 General Provisions

12-1 PURPOSE OF SUPPLEMENTARY GENERAL PROVISIONS: This project shall be constructed in accordance with the current City of Greenville Standard Specifications, which include the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AS ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, 1983, OR LATEST REVISIONS, up and including the 1991 Amendments, (hereinafter referred to as COG SPECS), which standard specifications, including the General Provisions of the Agreement therein contained, as specifically incorporated herein and made a part of this agreement the same as if written herein; provided that where any discrepancies occur between the Supplementary General Provisions and the Standard Specifications, the Supplementary General Provisions shall govern.

The Supplementary General Provisions are included herein for the purpose of adapting the Standard Specifications to the project which is the subject to this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety.

### 12-2 SCOPE OF WORK:

- A. Work is to be done in accordance with City of Greenville Standard Specifications.
- B. The work done under the contract documents shall consist of the following:

### **WWTP UPDATES SEWER PLANT ROAD REPAIR**

- C. The intent of the contract documents, including the Standard Specifications, General Provisions, Technical Provisions, and other instruments, documents, drawings, maps, etc., comprising the Plans and Specifications, is to describe a completed work to be performed by the Contractor under the contract as an independent Contractor.
- D. The contractor shall furnish all labor, superintendence, machinery, equipment and all materials necessary to complete this project in accordance with contract documents.
- E. The Contractor will maintain at all times on the job site, a superintendent authorized to receive and fulfill instructions from the engineer.
- F. The Contractor further agrees that no part of this contract shall be assigned without prior written approval from City.
- G. The Contractor hereby further agrees to pay to Owner as liquidated damages the sum specified in Item 1.36.1 of the North Central Texas Council of Governments Standard Specifications for Public Works Construction, and quoted below, for each calendar day in excess of the time set forth in the contract documents for completion of this project. Contractor shall anticipate the following number of calendar days for precipitation type weather related delays. 7 days for January; 7 days for February; 7 days for March; 8 days for April; 9 days for May; 7 days for June; 5 days for July; 5 days for August; 7 days for September; 6 days for October; 6 days for November; and 6 days for December. These days shall be anticipated and be included as part of the progress schedule.

**1.36.1 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME:** The time of completion is the essence of this contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

<u>AMOUNT OF CONTRACT</u>		<u>AMOUNT OF LIQUIDATED DAMAGES</u>	
Less than	\$5,000.00	\$60.00	Per Day
\$5,000.00 to	\$14,999.99	\$80.00	Per Day
\$15,000.00 to	\$24,999.99	\$100.00	Per Day
\$25,000.00 to	\$49,999.99	\$120.00	Per Day
\$50,000.00 to	\$99,999.99	\$160.00	Per Day
\$100,000.00 to	\$1,000,000.00	\$240.00	Per Day
More than	\$1,000,000.00	\$500.00	Per Day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the contract for completing the work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the

amounts of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

12-3 BONDS AND INSURANCE: The following bonds and proof of insurance shall be filed with the owner as a condition of the contract, together with appropriate powers of attorney.

- A. PERFORMANCE BOND: A performance bond in the amount of the total bid price shall be executed by the Contractor as principal and by a corporate surety authorized to do business in the State of Texas, pursuant to Art. 5160, V.A.C.S. Said bond shall be conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents, and shall be solely for the protection of the City of Greenville.
- B. PAYMENT BOND: A payment bond in the amount of the total bid price shall be executed by the Contractor as principal and by a corporate surety authorized to do business in the State of Texas, pursuant to Art. 5160, V.A.C.S. Said bond shall be solely for the protection and use of persons supplying labor and materials in the prosecution of the work provided for in the contract.
- C. MAINTENANCE BOND: A maintenance bond in the amount of 100% of the total bid price shall be executed by the contractor as principal and by a corporate surety acceptable to the owner. Said bond shall secure maintenance by the contractor on the project made the subject of the contract for one (1) year from the date of acceptance of work by the owner.

12-4 LIMITATION OF LIABILITY, INDEMNIFICATION AND INSURANCE:

- A. LIMITATION OF LIABILITY: The Contractor affirmatively represents that he is skilled and experienced in the use and interpretation of drawings and specifications such as those included in the Bid Documents of this Contract. Further, he also affirmatively represents that he has carefully reviewed the drawings and specifications of this Contract and that he has based his Bid solely on these documents, not relying in any way on any explanation or interpretation - oral or written - from any other source. Unless the Contractor shall give written notice to the design professional of any ambiguities contained in the drawings or specifications prior to the submission of his bid, the Contractor agrees that he shall be conclusively presumed that the Contractor has exercised his aforementioned skill and experience and found the drawings and specifications sufficient and free from ambiguities, errors, or omissions for the purpose of determining his Contract Bid Price for the performance of the work in conformity with the drawings and specifications.

Submission of a Bid without prior written notice to the Owner's Agent or any claimed ambiguities, errors or omissions shall constitute a waiver of any and all bid-price-related claims by the Contractor that are based upon any alleged ambiguities, errors, omissions or the like in the drawings or specifications.

- B. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the Owner and the Engineer, their consultants, agents and employees from and against all loss or expense (including costs and attorney fees) by reason of liability imposed by law upon the Owner, Engineer, consultants, agents and employees for damages including bodily injury, including death and property damage, including loss of use, sustained by any person or persons, arising out of or in consequence of the performance of this work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Contractor, his sub-contractors, the Owner, the Engineer, their consultants, agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Owner, Engineer, Consultant, and/or other Agents.
- C. INSURANCE: The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain, at his sole cost and expense, until the work covered in the contract is completed and accepted by the City of Greenville, the minimum insurance coverage as follows:
  - 1. Commercial general liability insurance at minimum combined single limits of \$1,000,000 per-occurrence per-project and \$2,000,000 general aggregate per-project for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work is completed. Coverage must be maintained to cover the contractor's obligations outlined in the contract.
  - 2. Definitions:
    - a. Certificate of coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project: Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096): Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

b. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

c. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

d. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

e. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and,

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

g. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

h. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, information all persons providing services on the project that they are required to be offered, and stating how a person may verify coverage and report lack of coverage.

i. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate

of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project:

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and,

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

3. Commercial automobile liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
4. Payment and performance bonds in the amount of the contract price and on the form as provided in the contract documents.

**PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The contractor may maintain reasonable and customary deductibles, subject to approval by the City of Greenville.**

**A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 per-occurrence, combined single limit, and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, no restrictions on XCU hazards, and broad form contractual liability covering the obligations included in the contract.**

**With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:**

- a. **The City of Greenville shall be named as an additional insured with respect to general liability and automobile liability.**
- b. **All liability policies shall contain cross liability and severability of interest clauses.**
- c. **A waiver of subrogation in favor of the City of Greenville shall be contained in the workers compensation insurance policy.**

- d. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Greenville of any material change in the insurance coverage.**
- e. All insurance policies shall be endorsed to the effect that the City of Greenville will receive at least sixty (60) days notice prior to cancellation of termination of the insurance.**

All insurance shall be purchased from an insurance company that meets the following requirements:

- a. A financial rating of A:V or better as assigned by the BEST Rating Company in the most current edition of its manual.
- b. Licensed and admitted to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurances set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance.
- c. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- d. Shall specifically set forth the notice of cancellation or termination provisions to the City of Greenville.

Upon request, contractor shall furnish the City of Greenville with certified copies of all insurance policies.

12-5 ADDENDUM: The owner reserves the right to issue an addendum prior to accepting bids for the work. Such addendum(s) shall be, and are hereby made a part of these specifications. Upon receipt of the addendum(s), the Contractor shall acknowledge their receipt by listing the addendum(s) and signing in the appropriate spaces in the Proposal.

12-6 CONSTRUCTION WATER: Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters or meter(s) owned by the Contractor. A deposit of two hundred fifty dollars (\$250.00) is required for a 2 ½ inch City owned construction meter. The deposit(s) shall be paid at the Utility Office, located in the Municipal Building at 2821 Washington Street prior to the use of meter. City owned meter(s) will be installed by the City Utility Department, after the deposit has been made. The meter(s) will be read and billed each month in accordance with the current Customer Services Policy. Any damage that occurs to a City meter during use will be repaired by the City at the expense of the Contractor. The cost of the repairs will be deducted from the deposit and the remaining deposit returned to the Contractor. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. If the meter is set on a fire hydrant, a valve shall be provided so that the flow of the water is not controlled by the operating nut on the fire hydrant. Where water is necessary only to settle dust on the street, at the request of the property owners, the Project Engineer or Project Inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in the Proposal and Bid Form of this contract.

12-7 DETOURS AND BARRICADES: The Contractor shall, before closing any street or causing any obstruction to traffic on any street, furnish and erect suitable barricades and warning signs to protect the traveling public.

The barricades and warning signs will be constructed, placed, and adequately maintained as directed by the Project Engineer. All barricades and warning signs shall conform to and be set in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD)

No direct compensation will be made to the Contractor for furnishing, installing, and maintaining barricades and warning signs and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL.

12-8 TRENCH SAFETY: On all trenching in excess of five feet below existing grade, the Contractor shall comply with the standards promulgated by the Occupational Safety and Health Administration (OSHA), of the United States Government, regulating excavations, trenching and shoring. Contractors shall refer to and abide by all OSHA regulations published in 29 CFR 1926, et seq., July 1989 edition, and any revisions thereto published in the Federal Register which may become effective during the period of construction.



The contractor's attention is directed to the separate Bid Item for trench safety systems, based on the linear feet of trench excavated, under which full payment will be made for trench safety systems, including any additional excavation and back fill required; sheeting, and bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment, acquisition of soils information and design of trench safety systems, and incidentals necessary to complete the work. Changes made in the trench safety system after the initiation of construction will not be cause for extension of time, claims for delay or approval of change orders.

It is the sole duty, responsibility and prerogative of the Contractor, not the Owner or Engineer, to perform all trenching in a safe manner and in accordance with OSHA regulations. Any apparent unsafe trenching conditions observed by Owner, Engineer, or their representatives on the site, shall be reported to OSHA as well as to Contractor's job superintendent. Work stoppages or corrective actions required of contractor by OSHA shall not be cause for extension of time, claims for delay or approval of change orders.

The Contractor shall indemnify and hold harmless the City, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract. The Contractor acknowledges and agrees that this indemnity provision provides indemnity for the City in case the City is negligent either by act or omission in providing for trench safety, including, but not limited to inspections, failure to issue stop work orders and the hiring of the Contractor.

12-9 PRICE FOR MATERIALS AND STATE SALES TAX: After award of the contract, the City of Greenville will, on written request of the Contractor, furnish the Contractor with a certificate of exemption from Texas Limited Sales, Excise, and Use Tax in an amount not exceeding the above mentioned bid price for materials and other tangible personal property as stated in the request form. Such written request must contain a statement to the effect that such materials or property have been or will be utilized in the performance of the contract to the full extent of the amount for which a certificate of exemption is requested.

12-10 ACCESS TO PRIVATE PROPERTIES: The Contractor will put all private drives in an accessible condition to allow residents ingress and egress before leaving the job site for an extended period of time except during the pouring and curing of drive approaches. "Extended period of time" is defined as overnight, weekends, holidays, or periods of inclement weather. The Contractor will leave with the PROJECT ENGINEER the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

12-11 USE OF PRIVATE PROPERTY: The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. The Contractor shall not at any time use water metered by meters set for the property owners use without written permission of the property owner.

12-12 PROTECTION OF ADJOINING PROPERTY: The Contractor shall be responsible for the protection of all fences, trees, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and men.

12-13 PROTECTION OF EXISTING UTILITIES: The Contractor shall make every effort to protect existing utilities. Telephone, gas, and electric lines occur within the construction limits of this project and should be avoided during construction.

12-14 CLEANUP: It is the intent of this contract to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. Before the project is accepted by the City, all rocks, stones, and other construction debris shall be removed to the satisfaction of the Engineer. All necessary cleanup work shall be considered subsidiary to the various bid items on this contract.

12-15 GOVERNING DOCUMENTS: The work shall conform to the requirements of these specifications and the details as shown on the drawings. These contract documents are intended to be complementary. Requirements of any of the contract documents are as binding as if called for by all. In the event of conflict between the drawings and the specifications, the interpretation of the drawings shall have priority. In case of conflict between the referenced specifications and the project specifications, the project specifications shall govern.

12-16 SCHEDULE: The Contractor shall provide the project engineer with a schedule of the proposed work upon request.

12-17 MONTHLY ESTIMATE: Monthly estimates shall be processed as specified by the North Central Texas Council of Governments Standard Specifications for PUBLIC Works Construction, Item 1.51 and 1.52.

12-18 SAFETY: Safety precaution shall be used at all times during progress of the work. As appropriate, workman shall be furnished with hard hats, safety shoes, protective gloves, and any other safety apparel that the Contractor determines will reduce the possibility of accidents.

The Contractor shall be solely responsible for ensuring the safety of its crew(s), employees and subcontractors, along with the safety of the public, as the work required by these contract documents is performed.

12-19 STOCKPILE/EQUIPMENT AREAS: It shall be the responsibility of the Contractor to secure stockpile areas and equipment storage areas.

12-20 BOUND COPY OF CONTRACT DOCUMENTS: Bidder understands and agrees that the contract to be executed by bidder shall be bound and include the following:

- (a) Invitation to Bid
- (b) Instructions to Bidders
- (c) Qualification Statement of Bidders
- (d) Qualification Statement of Bidder's Surety
- (e) Prevailing Wage Rates for Municipal Construction in Greenville, Texas
- (f) Vendors Compliance to State Law
- (g) Affidavit Against Prohibited Acts
- (h) Proposal and Bid Form
- (I) Request for Certificate of Exemption from Texas Limited Sales, Excise and Use Tax
- (j) Contract Agreement
- (k) Performance Bond
- (l) Payment Bond
- (m) Certificate of Insurance
- (n) General Provisions
- (o) Technical Specifications
- (p) All other documents made available to bidder for his inspection in accordance with Invitation to Bid.
- (q) Current Financial Statement.

If Plans and Specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

12-21 DRUG-FREE WORKPLACE POLICY: It is the Owner's policy to maintain a drug-free workplace. The Contractor agrees to implement during the progress of this contract a drug-free workplace policy. The policy shall include the following provisions:

- A. Contractor shall have a drug-free workplace policy;
- B. Contractor shall have a drug awareness program;
- C. Contractor shall require all employees to receive a copy of the drug-free workplace policy;
- D. Contractor shall notify Owner of any employee conviction arising from drug use;
- E. Contractor shall make a "good faith" effort to continue to maintain a drug-free workplace.

12-22 TEXAS STATE SALES TAX: This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.

The Contractor must obtain a limited sales, excise and use tax permit which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

12-23 LABOR AND WORKING HOURS: Attention of each bidder is particularly called to the schedule of general prevailing rate of per diem wages included in these contract documents. The wage rate which must be paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as above mentioned. The bidder's attention is further directed to the requirements of Article 5159a, Vernon's Annotated Civil Statutes, providing for the payment of the wage schedules above mentioned and the Bidder's obligations thereunder. The inclusion of the schedule of general prevailing rate of per diem wages in these contract documents does not release the Contractor from compliance with any wage law that may be applicable. Construction work under this contract requiring an inspector will not be performed on weekends or holidays unless the following conditions exist:

A The project being constructed is essential to the City of Greenville's ability to provide the necessary service to its citizens.

B Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the contract and Contractor can show he has made diligent effort to complete the contract within the allotted time. Standard working hours are Monday through Friday, 8:00 a.m. - 5:00 p.m., not including the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

Any of these holidays falling within a weekend may be designated to a Monday or Friday at the discretion of the City.

Before construction work requiring an inspector is to be performed on weekends or holidays, the Contractor must notify the Engineer not less than three (3) full working days prior to the weekend or holiday he desires to do work and obtain written permission from the Engineer to do such work. The final decision on whether to allow construction work requiring an inspector on weekends or holidays will be made by the Engineer.

In any event, if a condition should occur or arise at the site of this project or from the work being done under this contract which is hazardous or dangerous to property or life, the Contractor shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property to life.

12-24 ONE-YEAR MAINTENANCE BOND: Prior to final acceptance the Contractor shall furnish the City of Greenville a maintenance bond to guarantee against defects in the construction or equipment furnished for the project for one year following acceptance. The bond shall be executed by a surety company holding a license to do business in the State of Texas and acceptable to the City of Greenville, in an amount equal to one hundred (100) percent of the contract.

12-25 American Disabilities Act: "Any person, firm business, partnership, or corporation that provides a service or function to the public or employees, agents or officials of the city of which is performed on behalf of the City of Greenville, shall comply with 42 U.S.C. 1210-12213 and any amendments thereto, known as the "American Disabilities Act of 1990"."

12-26 Use of Subcontractors: Upon award of bid, Contractor shall provide City with a list of all possible subcontractors the Contractor may use for the project. City reserves the right to exclude any subcontractor from the project that it reasonably deems unacceptable for the project. The City shall notify contractor in writing of its intent to exclude any subcontractor.

12-27 Right to Shut down: The City, through its owner representative or otherwise, reserves the right to shut down the project.

12-28 Uncontrollable Circumstances: In the event a Party hereto cannot fully perform its obligations hereunder due to the intervention of an "Uncontrollable Circumstance", as that term is defined below, then, providing such Party has fully complied with the provisions of this Section, such Party shall be excused from such performance but only to the extent and only in the manner set forth herein.

For the purposes of this Agreement an Uncontrollable Circumstance shall mean:

A. With respect to the Contractor:

1. An Act of God in the form of an unusually severe storm, or flood, or fire or similar event, that could not have been anticipated or guarded against which materially affects the work site, including access or egress thereto;
2. A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situations involving suppliers off-site other than those essential suppliers set forth in Exhibit A\*;
3. An unanticipated strike involving the forces actually working on the project or involving the employees of those essential suppliers set forth in Exhibit A\*, but no other labor stoppage.

\* Contractor must set forth essential suppliers in an Exhibit A within five (5) business days of award of final contract.

Provided however, that no such claimed Uncontrollable Circumstance shall be deemed an Uncontrollable Circumstance for the purposes of this Agreement unless such event actually and directly necessitated a delay in the work around the delays resulting from such Uncontrollable Circumstance.

B. With respect to the Owner, an Uncontrollable Circumstance shall mean:

1. The inability to deliver the Site to the Contractor as scheduled due to the intervention of a third Party such as a Court or an agency of a higher level of government.
2. The inability of the Owner to perform its oversight, review and approval functions due to the actual strike of its employees or those of its essential consultants employed for such purpose, but only for such reasonable period of time as might actually be required to

replace such forces.

In the event either Party is the victim of an Uncontrollable Circumstance as that term is defined above, such Party shall put the other on written notice as soon as practicably possible. Such notice shall specify the Uncontrollable Circumstance and the anticipated affect it will have on that Party's abilities to perform its obligations under this Contract. As soon thereafter as is practical, but in any event within ten (10) days of such Uncontrollable Circumstance, the affected Party shall provide the other Party, in writing, with its plan to deal with the affects of such Uncontrollable Circumstance and with its proposed amendments to all affected schedules necessarily resulting therefrom.

**12-29 CONSTRUCTION SUPERVISION:** The Contractor will, at all times, maintain one project superintendent per project who will provide the following functions. He/she will be on site when and where construction activity occurs. He/she will maintain communication with all subcontractors and contractor employees performing construction activities. He/she will be available 24 hours a day, for the duration of the project, for emergency calls concerning events at project sites. He/she will accept no additional responsibility from the Contractor which would inhibit the performance of the above stated functions.

In the event that the project consists of multiple sites, the project superintendent will identify to the Owner a responsive person at each site with construction activity. The project superintendent will maintain communication with that responsible person during all construction activity. In this even, the project superintendent will not be identified as a responsible person for any given site.

If the Owner determines that the performance of the above functions is not being maintained at any time, the Owner reserves the right to shut down the project, at the contractor's expense, until performance of said functions is restored.

**12-30 CONFINED SPACE POLICY:** CONTRACTOR will be responsible for the establishment and coordination of and required compliance with a Confined Space Entry Program and shall inform the OWNER of said program. CONTRACTOR will obtain any available information regarding permit space hazards from the OWNER and will coordinate all entry operations with the OWNER. CONTRACTOR shall provide, install, operate, and maintain such monitoring, ventilation, and personal protective equipment to provide access to any and all confined space as required by Contractor's Confined Space Entry Program. Said equipment shall meet or exceed the requirements of the Occupational Safety and Health Act (OSHA), federal, state, and local authorities. CONTRACTOR shall provide labor, equipment, and materials necessary to place, operate, and maintain the said equipment as necessary for entrance into confined spaces by the CONTRACTOR or OWNER. At no time shall work be done by the CONTRACTOR within confined spaces without providing said equipment. Payment for this item shall be subsidiary to all other pay items.

**12-31 TEMPORARY SUSPENSION OF WORK:** CONTRACTOR may from time to time be required by OWNER to temporarily suspend project operations in one area and to commence or continue project operations in another area. OWNER may make such requirement for any reason which OWNER deems reasonable and/or necessary, including but not limited to as a result of a court order, failure by the OWNER to secure the necessary easements, right of way, or permits required, conflicts between existing or contemplated utilities and the work, and Acts of God. Such requirement may be oral or may be in writing. In the event that the CONTRACTOR is delayed for sixty (60) or less days as a result of any temporary suspension as described above, CONTRACTOR shall not be entitled to nor shall such delay serve as the basis as a claim for additional compensation to CONTRACTOR or damages for mobilization, re-mobilization, or any other damages sustained or alleged to have been sustained by CONTRACTOR.

**12-32 COMMENCEMENT OF PERFORMANCE:**

Contractor is hereby obligated to commence performance on or before the expiration of twenty percent (20%) of the allotted performance time on this Project. Contractor's delayed performance will be deemed a material breach of this Agreement, subject to termination at the City's sole discretion.

## TECHNICAL SPECIFICATIONS

**13-1 PURPOSE OF TECHNICAL SPECIFICATIONS:**

Except where otherwise noted or indicated this project shall be constructed in accordance with the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AS ISSUED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, 2004, OR LATEST REVISIONS, (hereinafter referred to as COG SPECS.), which standard specifications, including the General Provisions of the Agreement therein contained, as specifically incorporated herein and made a part of this agreement the same as if written herein; provided that where any discrepancies occur between the Technical

and the Standard Specifications, the Technical Specifications shall govern.

The Technical Specifications are included herein for the purpose of adapting the Standard Specifications to the project which is the subject to this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety.

**13-2 HOT MIX ASPHALTIC CONCRETE PAVEMENT SURFACE COURSE:** All HMAC pavement surface course (Type "D") and base course (Type "A") shall be provided in accordance with TXDOT ITEM 340. The Contractor shall furnish plant mix design and material certification prior to any work. Contractor shall be responsible throughout project for quality control of material in accordance with design and TXDOT ITEM 340. **Any materials that do not meet the JMF and/or in-place densities, will be remove and replaced at the contractors expense or left in place with no payment or cost to the City.**

**13-3 LEVEL-UP COURSE:** Where directed by the Engineer, a first course, or leveling-up course, shall be laid to bring the street surface to a uniform grade or section. Contractor will use a grade 30 felt to cover appurtenance prior to level-up. This course may be bladed into place and rolled. The material for the level-up will be fine graded asphaltic concrete surface coarse (Type "D"), and will be paid for at the contract unit price. At the completion of the level-up coarse, the street will be swept by a mechanical broom and all loose material will be removed.

Contractor shall provide plant mix design and material certification prior to any work.

**13-4 ADJUSTMENTS TO EXPOSED UTILITY APPURTENANCES:** Any water, sanitary sewer or storm sewer appurtenances encountered by the Contractor during construction will be adjusted by the Contractor to conform to the finished surface of the street. Contractor will take every care in the recovery of previously unlocated appurtenances. The Contractor must keep all sanitary or storm sewers clear of dirt or debris resulting from any construction operations.

The Contractor is fully responsible for all damage and loss to utility appurtenances and facilities caused by his operations. Care must be exercised at all times to avoid damage or interruption of service. In the even that the Contractor, having taken every care for the recovery of previously unlocated appurtenances, damages a previously unlocated City owned appurtenance, the City will provide the cast replacement materials needed for the adjustment to be completed. Adjustments to any appurtenance must be done in a manner which is, and with materials that are, acceptable to the owner. See attached drawings for information on the adjustment of City of Greenville Utility appurtenances.

It is the intention of the City that all adjustments of utility-owned facilities be completed in advance of placement of the new asphaltic concrete surfaces. Adjustment of City owned appurtenances shall be done following resurfacing. The Contractor will endeavor to reuse existing castings, covers or other material parts. Extension rings will not be acceptable. The Contractor shall use Grade 30 Felt Paper to cover the appurtenance prior to Construction/Improvements.

Upon Completion of asphalt resurfacing, the Contractor will mark all appurtenances with permanent type paint on the new surface for easy location. Adjustments will be made no more than five (5) at a time. When five (5) appurtenances have been exposed for adjustment, the Contractor will have three (3) days to complete said adjustments. Clean up will be completed before the next five (5) appurtenances can be started. This is required in addition to Section 12-13 of General Technical Provisions.

Payment for appurtenance adjustments will be included in monthly partial payments as the work is completed. This does not relieve the Contractor from the responsibility for making final corrections as may become necessary before the contract is accepted for final payment. The contract unit price for each item will be full compensation for removal and salvage of the existing appurtenance, for all required cleaning before reinstallation, for all cutting or rebuilding necessary to match the finished grade of the paving, for replacement of all damaged or lost parts, for new parts which may be necessary to match the height of the proposed surface, for protecting facilities to assure continuous and uninterrupted service, for the asphaltic concrete patching to protect traffic, and of all material, labor, and equipment costs to satisfactorily complete the adjustments in accordance with these specifications and to the satisfaction of the Engineer.

**Contracted price for adjustment of any utility appurtenances will not be subject to renegotiations due to underrun of contract quantity.**

**13-5 PROJECT SIGNS:** The Contractor on this project shall provide and erect up to two (2) project signs as required.

Generally, project sign shall be located at the beginning and end of the project street sections and on major intersecting streets. Locations of signs will be as indicated by the Owner's representative.

The sign shall be substantially in accordance with the drawing enclosed as part of these specifications. Construction shall be on 3/4" weatherproof (marine) plywood and the painting shall be accomplished with good quality paint which will not weather or fade excessively during life of contract. Sign colors shall be as indicated or equivalent color values as provided by other manufacturers. (See Attachment 1.)

Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired within two working days at the Contractor's expense. The cost of the sign(s) shall be considered subsidiary to the unit prices bid on this project, unless otherwise noted. Signs shall become the property of the City of Greenville after completion of the project.

**13-6 POSTING SIGNS:** The Contractor is the Public Works Director's authorized designee to post notice of street improvement. The following stipulations will apply:

- A. 48 hours prior to the commencement of each phase of construction/improvements, i.e. base repair, level up, milling, or resurfacing is scheduled to start, the contractor will place "NO PARKING" signs at locations where plainly visible to all on-street parking areas and in sufficient number that the message can be read from any parking space, approximately 75 to 100 feet apart. Signs must be placed at the ends of each project street sections where they can be clearly seen by approaching traffic.
- B. "NO PARKING" signs must be used notifying persons that it is unlawful to park vehicles in the street, specifying the location, time, and dates, and a failure to observe this restriction will result in towing and/or penalty according to Ordinance No. 90-182.

No separate or additional pay will be made for complying with the requirements of this special provision. No phase of construction/improvement may start until posting of signs is complete.

**13-7 REMOVAL OF VEHICLES:** The Contractor will be responsible for removal of vehicles which obstruct each phase of construction/improvement. The Engineer recommend that the Contractor engages the services of an off-duty police officer whenever private vehicles are to be towed. The Contractor must assume all responsibility for moving vehicles and handle all claims which may arise. No separate or additional pay will be made for complying with the requirements of this special provision.

**13-8 TRAFFIC MOVEMENTS AND SCHEDULE OF OPERATIONS:** Construction/improvements shall be scheduled to produce a minimum of interference to the movement of traffic. All streets are to remain open and usable to traffic during work operations by maintaining a minimum of one lane clear obstructions. The Contractor will provide flagmen as required to control traffic through the site. When not in use, equipment and machinery shall be removed from the street and out of the flow of traffic. **Contractor shall provide (1) flagperson per intersection during all liming operations to stop all vehicular and pedestrian traffic from entering project area until work is completed.**

If any street is required to be closed on Saturday or Sunday, any legal city holiday, or on weekdays between the hours of 5:00 p.m. and 8:00 a.m., permission must be obtained in advance from the Engineer and all proper entities must be notified by the Contractor.

Traffic control and street name signs shall not be torn down, covered or otherwise removed from the clear view of the driver or pedestrian.

Restricted work hours and limited operations may be required on other thoroughfares and collector streets as directed by the Engineer. Nighttime, weekend and holiday work at any location requires specific approval in advance by the Engineer.

**13-9 ADVANCE NOTICE OF CONSTRUCTION OPERATIONS:** The Contractor will be required to distribute advance notices of proposed construction/improvements. These notices will be furnished by the City and will take the form of door-hangers. They must be distributed 48 hours in advance of scheduled operations and will be hand delivered and placed in an obvious location at each separate building or dwelling on the street. They will not be placed in mail boxes. No phase of construction/improvement may start until advance notices have been distributed.

**THE CONTRACTOR WILL BE REQUIRED AND IS RESPONSIBLE TO PUBLISH IN THE GREENVILLE HERALD BANNER 48 HOURS IN ADVANCE ANY SCHEDULED OPERATIONS OF STREETS THAT WILL HAVE CONSTRUCTION/IMPROVEMENTS. A COPY OF THE NEWSPAPER ARTICLE WITH THE PUBLISHED STREETS WILL BE FURNISHED TO THE ENGINEER ON REQUEST. THE COST WILL BE PAID BY THE CONTRACTOR.**

The Contractor will be expected to make every diligent effort to prevent parking of vehicles on the street which may conflict with his construction operations.

No additional compensation will be paid for this item but the cost shall be included in such pay items as are provided in the proposal.

**13-10 THIS ITEM HAS BEEN DELETED BECAUSE OF DUPLICATION. SEE ITEM 12-18.**

**13-11 THIS ITEM HAS BEEN DELETED BECAUSE OF DUPLICATION, SEE ITEM 12-18.**

**13-12 THIS ITEM HAS BEEN DELETED, SEE ITEM 13-4**

**13-13 THIS ITEM HAS BEEN DELETED, SEE ITEM 13-4**

**13-14 PAYMENT OF TESTING:** Testing of Materials-Samples of materials for testing shall be taken by, and at the discretion of the City. The initial testing of any sample material shall be made at the expense of the City. In the event the initial testing does not comply with the specifications, all subsequent testing to determine acceptability of the same or replacement material, will be conducted by the City secured laboratory at the Contractor's expense. All additional coring or concrete breaks must be done on or before the twenty-eighth (28) day after the material is placed.

**13-15 VEGETATION MANAGEMENT:** Construction Methods - It shall be the Contractor's responsibility to blade all grass out of the roadway area. All deleterious material shall be removed before spraying. The affected area shall be sprayed with Round Up (41%) herbicide, a product of the Monsanto Corporation or equal. The edge of the streets and other areas will be sprayed for at least a three (3) foot width or as directed by the Engineer. Herbicide will be sprayed before the asphalt is installed.

The City of Greenville will not be responsible for losses or damage resulting from the use of this product in any manner not specifically recommended by PBI/Gordon. The Contractor assumes all risks associated with such non-recommended use.

**13-16 UNCLASSIFIED EXCAVATION:**

- A. Description - Prior to the actual surface treatment, it will be the Contractor's responsibility to grade areas on or adjacent to the roadways to ensure adequate surface drainage as directed by the Engineer.
- B. Measurement and Payment - There will be no additional compensation for this work. It will be subsidiary to all other pay items, unless otherwise noted.

**13-17 REINFORCED PORTLAND CEMENT CONCRETE PAYMENTS:** All Reinforced Portland Cement Concrete Pavements shall be provided in accordance with TXDOT ITEM 360.

**13-18 LIME STABILIZATION GENERAL INFORMATION:** This item will cover the treatment of existing pavement and subgrade combined to be used as subgrade by pulverizing, adding lime, mixing and compacting material. Prior to any treatment processes all existing utility appurtenances shall be exposed and plainly marked. The existing pavement and subgrade material shall be cut and pulverized to a depth of 6" minimum. The material shall be cut and pulverized until a uniform grading of material is present and approved by the City. Contractor shall furnish type "C" Quicklime Grade "DS" at a rate of 30 LBS/SY. The application and mixing of lime may be accomplished by either "Dry Placing" or "Slurry Placing". The material and lime shall be thoroughly mixed and brought to the proper moisture content as determined by the City. The material shall then be compacted and sealed over to cure for a period of three (3) days. After this curing process is complete, material shall be remixed until a uniform grading is acquired and approved by the City. During remixing water shall be added as directed by the City and as soon as proper material grading is achieved, compaction process shall begin. Compaction shall continue until the entire depth of material is uniformly compacted to a density of 95 percent as determine by test method TEX-113-E and moisture is -2 to +3 of optimum moisture content. After compaction, material shall be finished to the lines and grades as required by the City and finish rolled with a pneumatic tire roller. The material shall then be treated with a prime coat at a rate of .10 to .20 gallons per square yard as determined by the engineer. During this process material shall be protected from traffic until prime coat has cured. Material shall be covered with Hot Mix Asphaltic Pavement as soon as possible, but no longer than seven (7) calendar days. If material is not covered within required time limit, subgrade will be inspected by the City to determine if the contractor will be required to rework the entire section.

**13-19 CEMENT STABILIZATION GENERAL INFORMATION:** All Cement Stabilization shall be provided in accordance with TXDOT ITEM 275.

**13-20 FLEXIBLE BASE GENERAL INFORMATION:** All Flexible Base shall be provided in accordance with TXDOT ITEM 247.

**13-21 ASPHALT ANTISTRIPPING AGENT:**

- A. **Description.**  
This item shall govern for furnishing and blending an antistripping agent into the asphalt for use in asphaltic concrete pavement mixtures or asphalt stabilized base mixtures when designated on the plans and as directed by the Engineer.
- B. **Materials.**  
The anti-stripping agent shall be a uniform liquid at 77EF. It shall show no significant loss in effectiveness when the

asphalt-agent blend is held for three days at 350E F. The anti-stripping agent shall be evaluated in laboratory mixtures with the materials and design proposed for use. Unless otherwise indicated in the plans, the mix shall be evaluated using Test Method Tex-531-C and must evidence a minimum tensile strength ratio of 0.70. The Test Method Tex-531-C Mixing and Molding procedures are amended for material provided under the Special Specification Item, "Hot Mix-Cold Laid Asphaltic Concrete Pavement" by mixing the design aggregates and the asphalt-primer blend (no water) at 200E plus or minus 5E F, cooling at room temperature for 2.5 hours, curing mix a minimum of 15 hours at 140E F or until constant weight is attained, heating the mix specifications at 100E plus or minus 5E F for two hours, and molding at 100E plus or minus 5E F. Plant mixes may be tested by the modified procedure starting with the curing step. The amount of agent used shall be 0.5 to 1.0 percent by weight of the design asphalt, and the actual amount shall be determined based on the results of the evaluation.

If plans notes indicate that the mix is to be evaluated using Test Method Tex-530-C, the following shall apply for the material provided under the Special Specification Item, "Hot Mix-Cold Laid Asphaltic Concrete Pavement". The Tex-530-C mixing procedure is amended in that the asphalt, primer (no water) and any anti-stripping agent is blended at 200E plus or minus 5E F, aggregates and binder mixed at 200E plus or minus 5E F, and the mix cured to constant weight at 140E F prior to performing the stripping test. Plant mix may be tested by curing to constant weight and performing the stripping test.

As directed by the Engineer, additional samples of the mix produced for the construction item will be obtained during the progress of the work, and tested to determine the continued effectiveness of the asphalt-agent blend. If such testing indicates failure of the mix to meet the stripping resistance required, the Engineer will halt the work until such time as the problem has been corrected by any necessary change in design, materials or mix production.

Prior to delivery, a sample of the anti-stripping agent proposed for use shall be furnished to the Department for testing.

The anti-stripping agent shall be delivered in unbroken containers with the manufacturer's label properly affixed, or in sealed tank trucks properly invoiced.

C. **Construction Materials.**

Handling of the anti-stripping agent shall at all times be in accordance with the manufacturer's recommendations. The agent must not evidence any separation or non-uniformity at time of use. For agents that have a high viscosity normal ambient temperatures, the Contractor shall provide a suitable means of warming the material to a proper consistency for blending with the asphalt. The agent shall be added to the asphalt at the rate determined in accordance with Article 2 above by means of an in-line metering device just prior to introduction of the asphalt into the mixing plant. The equipment used must be approved by the Engineer. The Contractor will be required to demonstrate that the equipment is properly calibrated.

Unless otherwise shown on the plans, a control section of asphaltic-concrete pavement containing no antistripping agent shall be placed. This control section shall be placed at the location and of the length shown on the plans.

D. **Measurement and Payment**

Work performed and materials furnished as prescribed by this Item will not be measured nor paid for directly, but shall be considered subsidiary to the governing specifications for the items of construction in which these materials are used.

**13-22 SURFACE AND EDGE MILLING:** The existing surface on designated streets will be milled to the depths and dimensions directed by the Engineer. It is not the intention to mill the original concrete base of the street, but concrete patches or other obstructions protruding above the original base and into the surface specified for removal will be milled to conform to the desired section. Variations in depth of milling operations shall not exceed 3/8 inch in the finished surface prior to resurfacing. Surface milling and edge milling will be to depths as shown on the enclosed sketches. Milling round radii of intersections will be required where directed by the Engineer.

Normal milling operations shall be conducted to the edge of all manholes, valves and other appurtenances encountered. If the milling machine can not accomplish this, then milling with hand tools or by other methods shall be employed. No separate compensation will be paid for any milling adjacent to appurtenances that is done with hand tools or by other methods.

The milling machine shall self-load the milled material onto an adjacent hauling unit. Water or other approved liquid shall be sprayed on the material being milled to eliminate dust during the milling operation. Brooming and/or sweeping to remove any loose material not removed by the machine shall be conducted immediately behind the machine in an approved manner to the satisfaction of the Engineer. All milled surfaces shall be cleaned, inspected, measured, and approved before the application of the tack coat or asphaltic concrete mixture.

Normal operations will require complete cleanup before the Contractor is allowed to leave the job. The Contractor will not be permitted to mill any street more than one week in advance of scheduled resurfacing. Lighted barricades will be placed around



all exposed surface protrusions the same day they are exposed. Failure to observe these constraints may result in shutting down the work until they are satisfied.

Surface milling will be measure for payment in square yards of surface milled regardless of the number of passes required to provide the specific section for SURFACE MILLING and in linear feet for EDGE MILLING. The contract unit prices shall be the total compensation for milling the surface, removal and disposal of the milled material, cleaning the milled area, and for all labor, equipment, and incidentals necessary to complete the work in accordance with this provision, the specifications and the attached details.

**These items will be bid on the basis that all milled material will be hauled and disposed of at the location designated by the Engineer for use by the City. The unit prices for SURFACE MILLING and EDGE MILLING will not be subject to renegotiation due to under-run of Contract quantities.**

13-23 **MATERIALS AND EQUIPMENT:** The Contractor shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the Owner finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the work, the Owner shall have the right to require the original source of supply changed by the Contractor. The Contractor shall have no claim for extra cost or damage because of this requirement.

The Contractor warrants to the Owner that all materials and equipment furnished under this contract shall be new unless otherwise specified in the contract documents; and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the contract documents. All materials and equipment not conforming to these requirements, including substitutions and not properly approved and authorized, may be considered defective, and shall be promptly repaired or replaced by the Contractor at the Contractor's sole cost upon demand of the Owner. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment.

13-24 **WORKMANSHIP:** The Contractor shall furnish the Owner with every reasonable facility for ascertaining whether or not the work performed was in accordance with the requirements and intent of the plans and specifications. Any work done (except excavation) or materials used without suitable inspection by the Owner may be ordered removed and replaced at the Contractor's expense.

The Contractor shall promptly correct or replace all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including costs incurred for additional services necessary thereby.

13-25 **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials, immediately after receiving notice to the Owner, the Owner shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor. Alternatively, the Owner may, at its option, declare the Contractor in default, in which event the performance bond surety shall complete the contract.

## NOTES

1. SANITARY SEWERS MUST BE KEPT CLEAR OF BROKEN CONCRETE, DIRT OR ANY OTHER DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS.
2. PIPE TO BE EXTENDED OR REPLACED WILL BE OF THE SAME TYPE AS THE EXISTING UNLESS ALTERNATE TYPE IS APPROVED BY THE ENGINEER.
3. CASTINGS, COVERS OR ANY OTHER MATERIAL PARTS WHICH MAY BE DAMAGED OR LOST BY THE CONTRACTOR'S OPERATIONS WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH CITY STANDARD APPURTENANCES.
4. THE ADJUSTED FACILITIES MUST BE CLEAN, FULLY OPERATIONAL AND EQUAL IN QUALITY WITH NEW CONSTRUCTION AT THE TIME OF FINAL INSPECTION OF THE PROJECT.
5. ANY APPURTENANCES TO BE ADJUSTED FOR THE CITY WHICH DO NOT CONFORM TO THE DETAILS SHOWN WILL BE REPORTED TO THE ENGINEER AT 457-3135.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES RELATED TO CONSTRUCTION STAKING. CONTRACTOR SHALL BE HELD LIABLE FOR DAMAGE TO EXISTING FIELD MONUMENTS AND MARKERS.

**CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT**

THE STATE OF TEXAS )

**KNOW ALL MEN BY THESE PRESENTS:**

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

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ ("Affidant"), who, after being by me duly sworn, deposes, and says that he is \_\_\_\_\_, a \_\_\_\_\_ (corporation, partnership, trade name) of \_\_\_\_\_ County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, for the construction of \_\_\_\_\_ at \_\_\_\_\_ (the "Work"), for a total consideration of \_\_\_\_\_ Dollars to be paid to the said \_\_\_\_\_ Contractor (the "Contract"), and that Affidant has full power of authority to make this affidavit.

That The City of Greenville (the "Owner") has approved the final estimate on said \_\_\_\_\_ Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of \_\_\_\_\_ Dollars as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affidant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

By \_\_\_\_\_

(Affidant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_

By \_\_\_\_\_  
(Notary Public in and for the State of Texas)

[Notary Seal]

(Printed Name of Notary)

My commission expires \_\_\_\_\_