

BID SPECIFICATION  
and  
CONTRACT DOCUMENTS



STANDARD CURB AND SIDEWALK CONSTRUCTION  
BID #24-2012-51

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SEGUIN CITY COUNCIL  
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## **Advertisement and Invitation for Bids**

The City of Seguin will receive bids for Standard Curb and Sidewalk Construction until 2:30 p.m. on Tuesday, September 11, 2012 at the City Manager's Office, City Hall Municipal Building, 205 N. River, Seguin, Texas 78155. The bids will be publicly opened and read aloud at 3:00 p.m. on Tuesday, September 11, 2012 in City Hall Council Chambers, 205 N. River, Seguin, Texas 78155.

Bids are invited for the construction of miscellaneous flatwork and concrete curbing.

Each bid must be accompanied by a certified or cashier's check, or an approved bidders bond in an amount not less than 5% of the maximum total bid, payable to the City of Seguin, Texas without recourse, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds as required by Texas Government Code Sections 2253.001, et seq., within ten (10) days after the award of contract.

Bid/Contract Documents, including drawings and technical specifications may be examined and obtained at the office of the City Engineer, Seguin City Hall, 205 N. River, Seguin, Texas, and on the City's website, [www.seguintexas.gov](http://www.seguintexas.gov).

A pre-bid conference will be held for this project at 10:00 A.M., on September 5, 2012, at the Seguin City Hall, Seguin, Texas.

The City of Seguin reserves the right to reject any or all bids or to waive any informalities in the bidding. No bid may be withdrawn within ninety (90) days after the date on which bids are received.

Douglas G. Faseler, City Manager  
CITY OF SEGUIN, TEXAS

**I.**  
**INSTRUCTIONS TO BIDDERS**

1. **SCOPE OF PROJECT**

The City of Seguin (herein called the OWNER) invites proposals for construction of miscellaneous flatwork and concrete curbing. It is the intent of the plans and specifications to describe a completed work to be performed under the contract. Unless otherwise provided, the Contractor shall furnish all materials, supplies, tools, equipment, supervision and labor necessary for the proper prosecution and completion of the work. All work to be field engineered and/or set to match existing grades and contours. All work must comply with ADA and TAS specifications.

2. **INSPECTION OF SITE**

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The city will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

3. **ALTERNATE BID ITEMS**

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

4. **INTERPRETATIONS OR ADDENDA**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Each request for an interpretation shall be made in writing to the City of Seguin Assistant Director of Finance no less than seven (7) days prior to the bid opening. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent to all prospective bidders (at the respective addresses furnished for such purposes, not later than five (5) days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. It is the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

5. **PROPOSALS AND METHODS OF BIDDING**

5.1 The proposal consists of various major items of work. Bidders will provide prices for each item in the proposal. The prices will be entered in the appropriate spaces in both

script and figures. Should the Bidder have costs for any incidental work where a bid item does not occur, the costs of such work will be reflected in the unit costs of the bid items in the proposal. No separate payment will be made for any work other than those items occurring in the proposal.

5.2 Bidders shall bid all items in the proposal.

6. RECEIPT AND OPENING OF BIDS

6.1 All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

6.2 All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

6.3 Sealed bids addressed to the City Manager's Office, City of Seguin, 205 N. River St., Seguin, Texas 78155 will be received until 2:30 p.m., Tuesday, September 11, 2012, and be publicly opened and read at 3:00 p.m. Bids will be evaluated and awarded at a later date. Bids shall be submitted in a sealed envelope/package (8 1/2" x 11" minimum) on forms provided herein, along with other information necessary to evaluate the bid. Sealed envelopes shall be clearly marked as follows:

SEALED BIDS

Standard Curb and Sidewalk Construction

City of Seguin Bid Package No. 24-2012-51

To be opened at 3:00 p.m., Tuesday, September 11, 2012

**A pre-bid conference will be held for this project at 10:00 A.M., on September 5, 2012, at the Seguin City Hall, Seguin, Texas.**

6.4 The City of Seguin may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

6.5 If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

7. BID MODIFICATION PRIOR TO BID OPENING

7.1 Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the City of Seguin prior to the closing time. The written communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the City of Seguin until the sealed bid is open.

7.2 Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention

only additions or subtractions to the original bid so as to not reveal the final prices or terms to the City of Seguin until the sealed bid is open.

8. BID SECURITY

8.1 A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Seguin may be submitted in lieu of the Bid Bond.

8.2 The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

9. STATEMENT OF BIDDERS QUALIFICATIONS

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The City of Seguin shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract.

10. UNIT PRICE

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

11. CORRECTIONS

Erasures or other corrections in the bid must be noted over the signature of the bidder.

12. WITHDRAWAL OF BIDS

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating his purpose in writing to the locality. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

13. METHOD OF AWARD

13.1 An award will be made to only one Contractor. The award may be made for the lowest base bid or the lowest base bid including alternate bid items(s), if applicable.

13.2 The Owner reserves the right to waive informalities, to reject any or all bids, and to accept the bid most advantageous to the public interest. The right is also reserved to

increase or decrease the total proposal amount by 25%, by increasing or decreasing quantities if the total proposal exceeds or is below the funds available. The right is also reserved to eliminate any item(s) in the proposal if the total proposal exceeds the funds available.

13.3 The City of Seguin reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

14. PERFORMANCE AND PAYMENT BONDS/ EXECUTION OF AGREEMENT/

14.1 All prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, are required to obtain a Payment Bond in the amount of the contract before commencing with work and a Performance Bond for public works contracts in excess of \$100,000.

14.2 Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The Surety on such bond or bonds shall be duly authorized surety company satisfactory to the Owner.

14.3 The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Seguin may grant, shall constitute a default and the City of Seguin may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the City of Seguin may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City of Seguin for a refund.

15. POWER OF ATTORNEY

Attorney's-in-fact who sign bid bonds or contact bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. WAGES AND SALARIES

All employees of the Contractor on this project shall be paid, at least, the amount shown in the wage decision attached herein.

**II**  
**SPECIAL INSTRUCTIONS**

1. INTENT

It is the intent of the plans and specifications to describe a completed work to be performed under the contract. Unless otherwise provided, the Contractor shall furnish all materials, supplies, tools, equipment, supervision and labor necessary for the proper prosecution and completion of the work. All work to be field engineered and/or set to match existing grades and contours. All work must comply with ADA and TAS specifications.

Bidders will familiarize themselves with the location of the project and the various types of work to be done.

2. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the construction of the project within the number of calendar days stated on the last sheet of the proposal, or pay as liquidated damages the sum for each consecutive calendar day thereafter as hereinafter provided in the General Information.

3. LAWS AND REGULATIONS

Attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

4. ENGINEER

The word "Engineer" as used herein refers to City of Seguin City Engineer, Jose "Joe" Ramos, Jr.

5. CHANGES AND ALTERATIONS

The Engineer will have the right to make changes and alterations in the plans as may be considered necessary or desirable. Such changes and alterations shall not be considered as a waiver of any condition of the Contract, nor shall they invalidate any of the provisions thereof. The Contractor shall perform the work as changed or altered.

Necessary work resulting in a substantial change in the character of the work shall be, upon demand of either party to the Contract, considered as "Extra Work". Changes made for the convenience of the Contractor shall not be considered as "Extra Work".

Substantial change in the character of the work is defined as:

- (a) A required change in design or specifications which materially affects the unit cost of an item, or
- (b) A required change in the plans which requires the Contractor to repeat work previously completed, or
- (c) A required change in the construction methods for a contract item which significantly increases or decreases the amount of equipment, labor or subordinate materials required to complete the item of work.
- (d) Increases or decreases in the quantity of work or materials to be furnished under an item in the contract and placed in accordance with the contract specifications and plan requirements will not be considered as a change in the character of the work but will be considered under Paragraph 4.5 below.

6. EXTRA WORK

Work made necessary by changes and alteration of the plans or for other reasons for which no prices are provided in the Contract shall be defined as "Extra Work" and shall be performed by the Contractor in accordance with appropriate specifications and as directed; provided, however, that before any extra work is begun a "Supplemental Agreement" shall be executed or a written order issued by the Purchasing Agent upon the recommendation of the Engineer to do the work on a "Force Account" basis, as hereinafter provided, under Item 9 of the current edition of TxDOT Standard Specifications for construction of Highways, Streets and Bridges, "Measurement and Payment."

7. TRAFFIC CONTROL/MAINTENANCE OF DETOURS

The Contractor will be responsible for furnishing and using all barricades, warning lights, signs, etc. necessary to protect his work and maintain traffic flow satisfactory to the Owner and Texas Department of Transportation (TX DOT). Warning devices shall be as required in the Texas Manual on Uniform Traffic Control Devices. A Traffic Control Plan may possibly be required by (TXDOT).

The Contractor shall do such work as may be necessary to provide and maintain detours and facilities for safe public travel in accordance with the plans and these specifications. There shall be provided and maintained in passable condition such temporary roads and structures as may be necessary to accommodate public travel. Temporary approaches and crossings of intersecting highways shall be provided and maintained in a safe and passable condition by the Contractor at his entire expense.

8. ENVIRONMENTAL MANAGEMENT

The contractor shall maintain and manage the entire construction site in a manner that will not negatively impact the environment. This shall include temporary erosion controls for prevention of sedimentation to waterways and adjacent off-site areas; limitation of clearing to the minimum necessary to perform the required work; limitation of spoil storage and staging areas to the minimum necessary to perform the required work; timely seeding and watering to

re-establish grass cover for permanent erosion control; preservation and fencing of all trees designated to be saved; dust control as necessary; proper management of site burning; and solid waste and hazardous materials use, storage and disposal.

9. REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

All fences, buildings, and structures of any character not necessary to the construction of the work or other obstructions upon or within the limits of the right of way shall be removed by the Contractor and disposed of as directed. Unless otherwise provided in the Contract, the removal and disposal of such structures and obstructions shall be performed by the contractor at his own expense and shall be considered incidental to other items of the contract. Provided, however, that all utility lines along and across the right of way, shall be protected by the Contractor. The respective owners of any utility line in conflict with the work herein provided shall remove and/or adjust such line at no cost to the Contractor.

10. RIGHT IN USE AND USE OF MATERIALS FOUND ON THE RIGHT OF WAY

The Contractor, with the approval of the Engineer, may use in the work any suitable stone, gravel, or sand found in the "Excavation" and will be paid for the excavation of such materials at the contract price bid. He shall, however, at his own expense replace with other suitable materials the materials so removed and which were intended for use in embankments, back-fills, approaches, or elsewhere. No charge for materials so used will be made against the Contractor. The Contractor shall not excavate nor remove any material from within the right of way or easements which is not within the excavation, as indicated by the slope and grade lines, without written authorization from the Engineer.

11. FINAL CLEAN UP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean, remove rubbish and temporary structures from the right of way and easements, restore in an acceptable manner all property which has been damaged during the prosecution of the work, and leave the site of the work in a neat and presentable condition throughout.

Upon the completion of any structure, all excess materials, cofferdams, construction buildings, temporary structures, and debris and sediment resulting from construction shall be removed. Where work is in a stream, all debris and sediment shall be removed to the ground line of the bed of the stream, and the stream channels, structure, and highway left unobstructed and in a neat and presentable condition. Materials cleared from the right of way and deposited on property off the project right-of-way will not be considered as a satisfactory method of disposal, unless approved by the Engineer. A letter provided by the Contractor and signed by the property owner allowing disposal of material shall be required, as well as documentation that placement of this fill complies with all permitting requirements of the County and any other applicable governmental jurisdictions, before the Engineer will approve the disposal of material on property off the right-of-way. No direct payment will be made for this work, its cost being included in the unit prices bid. The Contractor shall be responsible for securing all applicable permits.

12. “OR EQUAL” CLAUSE

Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function and is approved in writing by the Engineer.

13. PHOTOGRAPHS AND VIDEO

It shall be the responsibility of the contractor to prepare photographs and/or video record of the project area prior to commencement of construction.

14. BACKFILL, DRIVEWAY LEAVE-OUTS, STREET CUTS

The Contractor shall perform “unclassified excavation” for standard curb. Backfill shall be performed in sufficient amount to cause lateral surface drainage to spill over top of curb.

Sidewalk backfill shall be performed in sufficient amount to match existing surface drainage, contours, etc.

No separate payment will be made for driveway curb leave-outs. The Contractor shall be prepared to make all driveway leave-outs as directed by the City.

When existing street or driveway is cut for construction of the curb, the Contractor shall reshape the existing street or driveway as needed to provide adequate drainage and approach to the proposed curb. All existing street and driveway pavement structures that adjoin the new curb shall be saw cut with approved equipment.

15. OWNERSHIP OF PROJECT

Until final acceptance of the total project by the Owner and Engineer, the Contractor shall take full responsibility for the welfare of the partially completed work. Damage to the Contractor’s work from any cause shall be repaired at the Contractors expense.

16. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

The Contractor shall repair or replace all fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt payment, building walls and attachments and other miscellaneous improvements damaged by the Contractor due to his operations on this project, to the condition equal to or better than their condition before construction, at no additional expense to the Owner. No direct payment will be made for this item.

17. MAINTENANCE GUARANTEE

Contractor warrants materials and workmanship and that the work is in conformance with Project Manual and Plans included in this Contract for a period of one year from date of

Certificate of Final Acceptance of entire project. Said warranty binds Contractor to correct any work that does not conform to such Project Manual and Plans or defects in workmanship or materials furnished under this Contract which may be discovered within said one-year period. Contractor shall at his own expense correct such defect within 30 days after receiving written notice of such defect from Owner by repairing same to condition called for in the Contract. Should Contractor fail or refuse to repair such defect within said 30 day period or to provide acceptable assurances that such repair work will be completed within a reasonable time thereafter, Owner may repair or cause to be repaired any such defect by calling Contractor's faithful performance bond.

The Contractor shall arrange to have his faithful performance bond run for a period of one (1) year after the date of completion of the construction work to cover his guarantee as set forth above.

18. EXISTING UTILITIES

Existing surface and subsurface structures (gas main, water mains, sewer mains, storm sewers, telephone cables, sprinkler systems, etc.) are shown on the plan if their location has been determined. However the location of many gas mains, water mains, conduits, sewers, abandoned wells, septic drain fields, landfills, underground storage tanks, etc., is unknown, and the City assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It shall be the responsibility of the Contractor to avoid damaging these existing structures whether or not they are shown on the plans. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. If any structure is damaged by the Contractor it shall be his responsibility to repair the damage at this own expense and restore the structure to its functional use.

19. PRECONSTRUCTION CONFERENCE

After award and execution of the contract between the Owner and Contractor, a formal preconstruction conference will be held in City Hall prior to commencement of the work. This conference will include review of technical specifications in order to insure clarity as to the type of construction machinery to be used, construction methods will be used, and materials to be used, obligations of the Contractor and the City forces, protection of historic structures, and the method of inspection and decision-making to be used during this project.

20. LABOR FORCE

The Contractor shall abide by the Davis Bacon Wage and Hour Laws of the State and must not pay less than the rates legally prescribed.

21. SETTLEMENT OF INSURANCE CLAIMS

Losses insured under policies that include Owner as a named insured shall be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear.

Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance, except such rights as they may have to insurance proceeds held by owner as trustee. Contractor shall require similar waivers by Subcontractor as provided in General Conditions.

22. BUY AMERICAN

In accordance with the Buy American provision in Public Law 95-117 (section 215 of Public Law 92-500 as amended) the Contractor agrees that preference will be given to domestic material, by the contractor, subcontractors, material men, and suppliers and owner in the performance of this contract.

23. COOPERATION AND COORDINATION WITH PUBLIC

The Contractor shall conduct his work so as to cause the least amount of disruption to the public. Closing of any streets or lanes of traffic will be coordinated with City Staff.

**III.**  
**CONTROL OF WORK**

1. **AUTHORITY OF ENGINEER**

The work will be observed and inspected by the Engineer, and performed to his satisfaction, in accordance with the Contract, plans and specifications. The Engineer will decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretations of the plans and specifications; and the acceptable fulfillment of the Contract on the part of the Contractor. His decisions will be final, and he will have executive authority to enforce and make effective such decisions and orders as the Contractor fail to carry out promptly.

2. **AUTHORITY OF CONSTRUCTION ADMINISTRATOR**

The Construction Administrator will act on all questions arising under the terms of the Contract between the parties thereto, and, along with the ENGINEER, shall have authority for the purpose of resolving technical matters. In any case, the decision of the City Council shall be final and binding.

3. **PLANS**

All work to match existing grades and/or contours in the field. Layout for sidewalk at City Library is included within the Specifications and Details and shall match existing grades. All work to be field verified.

4. **CONFORMITY WITH PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS**

All work performed and all materials furnished shall conform with the lines, grades, cross sections, dimensions, details, gradations, physical and chemical characteristics of materials in accordance with tolerances shown on the plans or indicated in the specifications and special provisions unless otherwise directed by the Engineer. In the event the Engineer finds that the work performed or the materials used do not conform to the plans, specifications and special provisions, the affected material or product shall be removed and replaced or otherwise satisfactorily corrected by and at the expense of the Contractor.

Deviations from the plans and approved working drawings as may be required will in all cases be determined by the Engineer and authorized in writing.

5. **COORDINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND STANDARD INSTRUCTIONS TO BIDDERS**

The specifications, accompanying plans, special provisions, standard instructions to Bidders, and supplemental agreements are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. In the event that a technical specification is not included or when additional work is required, the relevant provisions of the TxDOT Standard

Specifications shall apply. They are intended to be cooperative and to describe and provide for a complete work. In cases of disagreement, figured dimensions shall govern over scaled dimensions, specifications shall govern over plans, and special provisions shall govern over both specifications and plans.

6. COOPERATION OF CONTRACTOR

The Contractor will be supplied with two (2) copies of the plans, specifications and special provisions, and he shall have available at the work site at all times one copy of each. He shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Engineer in every way possible. He shall have at all times a satisfactory and competent English-speaking Superintendent at the work site, authorized to receive orders and to act for him. The Contractor shall designate to the Engineer in writing the name of such Superintendent, and he shall be furnished by the Contractor regardless of how much of the work may be sublet.

7. AUTHORITY AND DUTIES OF INSPECTORS

Inspectors will be authorized to inspect all work done and all materials furnished. Such inspections may extend to all or to any part of the work and to the preparation or manufacture of the materials to be used. An Inspector will be assigned to the work by the Engineer and will report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and the work performed by the Contractor fail to fulfill the requirements of the specifications and contract; and to call the attention of the Contractor to any such failure or other infringement. Such inspection will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of the specifications.

In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector will have the authority to reject materials or suspend work until the questions at issue can be referred to and decided by the Engineer. The Inspector will not be authorized to revoke, alter, enlarge, or release any requirement of these specifications, or to approve or accept any portion of work, or to issue instructions contrary to the plans and specifications. He will in no case act as foreman or perform other duties for the Contractor nor interfere with the management of the work.

8. INSPECTION

The Contractor shall furnish the Engineer and Inspectors with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Contract. If the Engineer so requests, the Contractor shall at any time before acceptance of the work remove or uncover portions of the finished work as may be directed. After examination, the Contractor shall restore said portion of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be paid for as "Extra Work"; but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making

good of the parts removed shall be at the Contractor's expense. No work shall be done nor materials used without suitable supervision or inspection.

9. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work, which has been rejected, shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense. Work done beyond the lines and grades given or as shown on the plans, except as herein provided, or any extra work done without written authority will be considered as unauthorized and done at the expense of the Contractor and payment will not be made for the unauthorized work. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of the paragraph, the Engineer will have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed, and the cost thereof may be deducted from any money due or to become due to the Contractor.

10. FINAL INSPECTION

Whenever the work provided for in, and contemplated under, the Contract has been satisfactorily completed and the final cleaning up performed, the Engineer will make the final inspection. After such final inspection, if the work is found to be satisfactory, the Contractor will be notified in writing of the acceptance of same. No time charge will be made against the Contractor between said date of notification of the Engineer in charge and the date of final inspection of work.

Where the work consists of concrete pavements or concrete base, the "Final Acceptance" will not release the Contractor from responsibility for the thickness of the concrete, which will be determined by means of taking cores from the pavement. The coring of the pavement will be done within 90 days from completion of the pavement.

Final acceptance will not relieve the Contractor from any obligation for replacement or repair of any work or materials due to latent defects of materials or workmanship.

11. FINAL COMPLETION AND ACCEPTANCE

When the work has been completed or substantially completed, the Contractor shall give the Engineer written notice. Within ten (10) working days after receipt of this notice, the Construction Administrator and the City shall inspect the work and if the work is found to be completed in accordance with the Contract Documents, the Construction Administrator shall issue to the City and the Contractor his Certificate of Completion. It shall then be the duty of the City within ten (10) working days after receipt of the certificate of Completion to issue a Certificate of Acceptance of the work to the Contractor or to advise the Contractor in writing of the reason for non-acceptance.

12. FINAL PAYMENT

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare a final statement for the value of all work performed and materials

furnished under the terms of the Agreement and shall certify same to the City, who shall pay to the Contractor within forty-five (45) days after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract; and said payment shall become due in any event upon said performance by the Contractor. Neither the Certificate of Acceptance nor the final payment shall relieve the Contractor of the obligation for fulfillment of any warranty, which may be required.

13. GUARANTEE AGAINST DEFECTIVE WORK

Contractor warrants materials and workmanship and that the work is in conformance with Project Manual and Plans included in this Contract for a period of one year from date of Certificate of Final Acceptance of entire project. Said warranty binds Contractor to correct any work that does not conform to such Project Manual and Plans or defects in workmanship or materials furnished under this Contract which may be discovered within said one-year period. Contractor shall at his own expense correct such defect within 30 days after receiving written notice of such defect from Owner by repairing same to condition called for in the Contract. Should Contractor fail or refuse to repair such defect within said 30 day period or to provide acceptable assurances that such repair work will be completed within a reasonable time thereafter, Owner may repair or cause to be repaired any such defect by calling Contractor's "Performance Bond".

14. DISPUTE RESOLUTION

Any disputes concerning the administration or interpretation of this Contract must be submitted to the City Engineer for his review. The decision of the City Manager may be appealed to City Council, whose decision shall be final and binding.

## IV.

### CONTROL OF MATERIALS

#### 1. SOURCES OF SUPPLY AND QUALITY OF MATERIALS

The source of supply of each of the materials shall be approved by the Engineer before delivery is started and at the option of the Engineer, may be sampled and tested for determining compliance with the governing specifications by the Engineer before delivery is started. If it is found after trial that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other approved sources. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. All materials being used are subject to inspection or test at any time during their preparation or use. Any material, which has been tested and accepted at the source of supply may be subjected to a check test after delivery and all materials which, when re-tested, do not meet the requirements of the specifications, will be rejected. No material, which after approval has in any way become unfit for use shall be used in the work. If, for any reason, the Contractor selects a material which is approved for use by the Engineer by sampling and testing or other means, and then decides to change to a different material requiring additional sampling and testing for approval, the expense for such sampling and testing may be deducted from any monies due or to become due to the Contractor.

If it is the normal trade practice for manufacturers to provide warranties or guarantees for the materials and equipment provided herein, the Contractor shall turn the guarantees and warranties over to the Engineer for potential dealing with the manufacturers. The extent of such warranties or guarantees will not be a factor in selecting the successful Bidder.

#### 2. SAMPLES AND TESTS

All materials, before being incorporated in the work may be inspected and approved by the Engineer and any work in which materials are used without prior test and approval or written permission of the Engineer may be ordered removed and replaced at the Contractor's expense. Sampling and testing of all materials proposed to be used, will be made by the Contractor. The selection of the method of test shall be designated by the City. Where tests are required, other than those made in the laboratory, for the purpose of control in the manufacture of a construction item, the Contractor will be required to furnish such facilities and equipment as may be necessary to perform the tests and inspection and shall be responsible for calibration of all test equipment required. When requested, the Contractor shall furnish a complete written statement of the origin, composition, and/or manufacture of any or all materials that are to be used in the work.

The Contractor shall contract with an independent testing laboratory to perform field testing as required by Item 4, Control of Materials, and the various construction specifications of the Contract. Where the Contractor notifies the City of scheduled work requiring sampling and testing and the Contractor cancels the work for any reason whatsoever after the

Laboratory personnel have departed their office for the project site, the testing laboratory intends to bill the City for their time and travel expenses, the City shall deduct said charges from amounts due the Contractor. When the Contractor's operations or Saturday work is scheduled necessitating the payment of overtime it shall be the contractor's responsibility to pay for such charges.

3. PLANT INSPECTION

If the volume of the work, construction progress, and other considerations warrant, the Engineer may undertake the inspection of materials at the source. It is understood, however, that no obligation is assumed to inspect materials in that manner.

Plant inspection will be undertaken only upon condition that:

(a) The cooperation and assistance of the Contractor and the producer with whom he has contracted for materials is assured.

(b) The representative of the Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials ordered.

(c) When required by the Engineer, the material producer shall furnish an approved weatherproof building for the use of the Inspector, such building to be located conveniently near the plant and independent of any building used by the material producer. The building shall be adequately lighted, heated and ventilated. Adequate restroom facilities shall be provided.

(d) Where inspection requirements are such that it is necessary to use scales, measures and/or other equipment which may be required by the Engineer for the control of production and use of materials, the Contractor shall be responsible for furnishing and calibrating such equipment.

(e) In those cases where inspection of any item is requested for periods other than daylight hours, it shall be provided under the following conditions:

(1) Continuous production of materials for City use is necessary due to the production volume being handled by the plant.

(2) The lighting provided by the plant is approved by the Engineer to be adequate to allow satisfactory inspection of the material being produced.

(f) Materials produced under City inspections will be for City use only unless released in writing by the Engineer.

4. PRETESTED MATERIALS

Subject to Conditions established in a written agreement between a supplier and the Engineer, pretested and approved materials may be incorporated into the work.

5. STORAGE OF MATERIALS

Material shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be so located as to facilitate prompt inspection.

When approved by the Engineer, selected materials or products may be pretested and approved for use, provided they are stored in an area meeting the requirements set forth by the Engineer.

6. DEFECTIVE MATERIALS

All materials not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work unless permitted to remain by the Engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this item, the Engineer will have authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due or to become due to the Contractor.

7. HAULING OF MATERIAL

Any vehicle, truck, truck-tractor, trailer or semi-trailer or combination of such vehicles, when used to deliver materials to a project shall comply with the State laws concerning the gross weight of such vehicle or combinations of vehicles and load and the allowable axle weights, unless authorized by permit to exceed the legal weight.

**PROPOSAL**  
**CURB AND SIDEWALK CONSTRUCTION**  
**SEGUIN, TEXAS**

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

Bid Submitted To: City of Seguin City Manager

Having carefully examined the Instructions to Bidders, the General Conditions of the Contract and Detailed Plans and Specifications, the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and to complete all the work this refers to, for the construction of all items listed at the prices shown for each item on the following bid schedule.

The bid schedule attached lists the various divisions of construction contemplated in the Plans and Specifications. Bid prices must be shown in Words and Figures for each item in the Proposal, and in the event of a discrepancy, the words shall control.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 Dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 2 Dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 3 Dated \_\_\_\_\_ Received \_\_\_\_\_

All the various phases of work enumerated in the detailed specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list.

Bidder agrees to perform all of the work listed in the proposal and as described in the specifications and shown on the plans, for the following prices:

**BID FORM**  
**STANDARD CURB AND SIDEWALK CONSTRUCTION**  
**CITY OF SEGUIN BID # 24-2012-51**

BASE BID

Bid Item	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
#1	60	LF	<p><b><u>7" Header Curb (Johnson St.)</u></b>            Include ALL excavation, disposal, form work, materials, equipment, and labor, complete and in place for</p> <p>_____ Dollars            and _____ Cents            (\$_____), per linear foot</p>	\$ _____
#2	380	LF	<p><b><u>Header Curb (Shannon St.)</u></b>            Include ALL excavation, disposal, form work, materials, equipment, and labor, complete and in place for</p> <p>_____ Dollars            and _____ Cents            (\$_____), per linear foot</p>	\$ _____
#3	185	SY	<p><b><u>4" Sidewalk (4') (Library)</u></b>            Include ALL excavation, disposal, form work, materials, equipment, and labor, complete and in place for</p> <p>_____ Dollars            and _____ Cents            (\$_____), per square yard.</p>	\$ _____

**BASE BID (CONT.)**

Bid Item	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
#4	170	LF	<p><b><u>4" Sidewalk (4') (Library)</u></b>            Include ALL disposal, form work, materials, equipment, and labor, complete and in place (no excavation) for</p> <p>_____ Dollars            and _____ Cents            (\$ _____), per linear foot</p>	<p>\$ _____</p>
#5	4	EA	<p><b><u>Type 1 Handicap Ramp (Library)</u></b>            Include ALL excavation, disposal, form work, materials, equipment, and labor, complete and in place for</p> <p>_____ Dollars            and _____ Cents            (\$ _____), per each.</p>	<p>\$ _____</p>
#6	16	SY	<p><b><u>6" Concrete Commercial Driveway (12'X12') (FM 725 Lift Station)</u></b>            Include ALL excavation, disposal, form work, materials, equipment, and labor, complete and in place for</p> <p>_____ Dollars            and _____ Cents            (\$ _____), per square yard.</p>	<p>\$ _____</p>

Total Base Bid (SUMMATION OF ITEMS 1 THROUGH 6) (in figures): \_\_\_\_\_

Total Base Bid: (SUMMATION OF ITEMS 1 THROUGH 6) (in words): \_\_\_\_\_

**ALTERNATE BID ITEM**

Bid Item	No. of Units	Unit	Item and Unit Price (Fill in Words and Figures)	Total Amount
#1A	170	SY	<b><u>Demo &amp; Remove existing 4" sidewalk (4') (Library)</u></b> Include ALL excavation, disposal, equipment, and labor, complete and in place for  _____ Dollars and _____ Cents (\$ _____), per square yard.	\$ _____

The prices above shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the Engineer.

The undersigned Bidder hereby declares that he has visited the side of the work and has carefully examined the contract documents pertaining to the work covered in the above bid, and that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

**The Contractor agrees to complete the project on which he has bid, as specified and shown on the plans, within thirty (30) consecutive calendar days as provided in the General Conditions Agreement.**

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Enclosed with this proposal is Proposal Bond in the sum of 5% of G.A.B. (5%) which it is agreed shall be collected and retained by the Owner as liquidated damages in the event his proposal is accepted by the Owner within sixty (60) days after the bids are received and the undersigned fails to execute the contract for the Owner within then (10) days after date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

Respectfully submitted:

Business:

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

\_\_\_\_\_

Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

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

\_\_\_\_\_  
Fax No.

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Notary Public

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

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Address: \_\_\_\_\_ Date Incorporated \_\_\_\_\_

Number of Years in contracting business under present name \_\_\_\_\_:

**CONTRACTS ON HAND:**

Contract	Amount \$	Completion Date
_____		
_____		
_____		

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
_____		
_____		
_____		

Major equipment available for **this** contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ \_\_\_\_\_ Bank reference: \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

(print name) \_\_\_\_\_

**STANDARD FORM OF AGREEMENT**

**STATE OF TEXAS** §

**COUNTY OF GUADALUPE** §

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ A.D. 2011, by and between the \_\_\_\_\_, a municipal corporation, of the County of \_\_\_\_\_, and State of \_\_\_\_\_, acting through \_\_\_\_\_ there unto duly authorized so to do. Party of the First Part, hereinafter termed Owner, and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, 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 Owner, and under the conditions expressed in the bond bearing even date herewith, the said Contractor hereby agrees with the said Owner to commence and complete the construction of certain improvements generally described as follows:

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 expenses 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 conditions and prices stated in the Proposal attached hereto, and in accordance with the Advertisement for Bids, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by the City of Seguin CITY Engineer, herein entitled the Engineer, each of which has been identified by the Contractor and Engineer, together with the Contractor's written Proposal, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract (hereinafter collectively called the "Contract Documents" or the "Contract").

The Contractor hereby agrees to commence work within ten (10) days after the date written notice to do shall have been given to him, and to substantially complete the same within \_\_\_\_\_ calendar days after the written notice to commence work,

subject to such extensions of time as are provided by the General and Special Conditions.

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

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

\_\_\_\_\_  
Party of the First Part  
(Owner)

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

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

ATTEST:

ATTEST:

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

Executed \_\_\_\_\_ originals

(seal)

(seal)

**PERFORMANCE BOND**

STATE OF \_\_\_\_\_

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

We, \_\_\_\_\_(Contractor name ),  
\_\_\_\_\_ (address), as Principal, and  
\_\_\_\_\_ (bond company name), as  
Surety, are held and firmly bound unto the City of Seguin, Texas, as Owner, in the penal sum  
of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the  
payment of which the Principal and Surety bind themselves and their heirs, administrators,  
executors, successors and assigns, jointly and severally, by this bond:

The Principal has entered into a written Contract with the Owner dated  
\_\_\_\_\_ for the \_\_\_\_\_ (“Project”), which is fully  
incorporated into this bond by reference.

The condition of this obligation is that if the Principal faithfully and promptly  
performs all work for the Project in accordance with the Contract Documents, and faithfully  
and promptly observes and performs all of its covenants, conditions, duties and obligations  
under the Contract Documents according to their true intent and meaning, then this obligation  
will be satisfied; otherwise it will remain in full force and effect.

If the Owner declares the Principal to be in default under the Contract, the Surety  
agrees to either 1) promptly remedy the default, or 2) faithfully and promptly perform and  
complete the Project in accordance with the Contract Documents.

The Surety, for value received, agrees that no modification, change order, extension of  
time, amendment or addition to the Contract, or to the plans, specifications, drawings or other  
Contract Documents, will in any way affect the Surety’s obligation on this bond, and the  
Surety waives notice of any such modification, change order, extension of time, amendment  
or addition.

The Surety certifies that it is authorized and admitted to write surety bonds in Texas.  
If this bond exceeds \$100,000.00 the surety certifies that it either 1) holds a certificate of  
authority from the United States Secretary of the Treasury to qualify as a surety on obligations  
permitted or required under federal law, or 2) has obtained qualified reinsurance for any  
liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a  
reinsurer in the State of Texas, and is the holder of a certificate of authority from the United  
States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or  
required under federal law. This bond is governed by Chapter 2253 of the Texas Government  
Code, and it is provided solely for the protection of the Owner.

This bond is filed with the Owner in Guadalupe County, Texas, and the Principal and Surety  
agree that mandatory venue for any legal action filed upon this bond is in the District Courts  
of Guadalupe County, Texas.

Executed and sealed by the Principal and Surety

on \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

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

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

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

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

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

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

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

(SEAL)

(SEAL)

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

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

**THIS BOND MUST BE ISSUED AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.**

**THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.**

**PAYMENT BOND**

STATE OF \_\_\_\_\_

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

\_\_\_\_\_(Contractor name), of  
\_\_\_\_\_(address),

as Principal, and \_\_\_\_\_  
(bond company name), as Surety, are held and firmly bound unto the City of Seguin, Texas,  
as Owner, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the  
payment of which the Principal and Surety bind themselves and their heirs, administrators,  
executors, successors and assigns, jointly and severally, by this bond.

The Principal has entered into a Contract with the Owner dated \_\_\_\_\_ for  
the \_\_\_\_\_ (“Project”), which is fully incorporated into this bond  
by reference.

The condition of this obligation is that if the Principal pays all persons who supply  
public work labor or material for the Project, then this obligation will be satisfied; otherwise  
this bond will remain in full force and effect.

This bond is provided under the provisions of Chapter 2253 of the Texas Government  
Code, as amended and all liabilities on this bond shall be determined in accordance with the  
provisions of that statute to the same extent as if it were copied at length in this document.

The Surety, for value received, stipulates and agrees that no change, extension of  
time, alteration or addition to the terms of the Contract, or the plans, specifications, drawings  
or other Contract Documents, or to the work performed under the Contract Documents, shall  
in any way affect its obligation on this bond, and the Surety waives notice of any such change,  
extension of time, alteration or addition.

The Surety certifies that it is authorized and admitted to write surety bonds in Texas.  
If this bond exceeds \$100,000.00 the surety certifies that it either 1) holds a certificate of  
authority from the United States Secretary of the Treasury to qualify as a surety on obligations  
permitted or required under federal law, or 2) has obtained qualified reinsurance for any  
liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a  
reinsurer in the State of Texas, and is the holder of a certificate of authority from the United  
States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or  
required under federal law. This bond is governed by Chapter 2253 of the Texas Government  
Code, and it is provided solely for the protection of the Owner.

Mandatory venue for any legal action filed upon this bond is in the District Courts of  
Guadalupe County, Texas.

Executed and sealed by the Principal and Surety on \_\_\_\_\_.

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

(SEAL)

(SEAL)

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

\_\_\_\_\_

---

**THIS BOND MUST BE ISSUED AFTER EXECUTION OF OWNER-CONTRACTOR AGREEMENT BY BOTH PARTIES. ATTACH ORIGINAL POWER OF ATTORNEY FOR THE SURETY'S REPRESENTATIVE TO THIS BOND.**

**THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING 1-800-252-3439.**

**ATTORNEY'S REVIEW CERTIFICATION**

I, the undersigned, Andy Quittner, the duly authorized and acting legal representative of the City of Seguin, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Attorney's Name: \_\_\_\_\_

**V.**  
**GENERAL CONDITIONS OF AGREEMENT**

**1. CONTRACT DOCUMENTS**

The Contract Documents shall consist of the Advertisement for Proposals, Special Instructions, Proposal, signed Agreement, Performance and Payment Bonds (when required), General Conditions of the Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the Agreement.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Technical Specifications, Plans, and General Conditions of Agreement.

**2. OWNER, CONTRACTOR AND ENGINEER**

The Owner, the Contractor and the Engineer are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender.

The term Engineer means the City of Seguin City Engineer or his duly authorized representative. The Engineer shall be understood to be the Engineer of the Owner, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer and the Contractor.

The Owner may include any authorized representative of Owner as may be set forth in the SPECIAL CONDITIONS.

**3. SUPERVISION BY CONTRACTOR**

Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

**4. SUBCONTRACTS**

No proposed subcontractor shall be disapproved by the city/county except for cause.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

## 5. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

## 6. PAYMENTS TO CONTRACTOR

### 6.1 Partial Payments

6.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

6.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

### 6.2 Final Payment

6.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

The Owner before paying the final estimate shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied

materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

6.2.2 Any amount due the Owner under Liquidated Damages shall be deducted from the final payment due the contractor.

### 6.3 Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

### 6.4 Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

## 7. CHANGES IN THE WORK

The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount of the agreement by more than twenty-five percent (25%).

Each change order shall include in its final form:

- 1) A detailed description of the change in the work.
- 2) The Contractor's proposal (if any) or a confirmed copy thereof.
- 3) A definite statement as to the resulting change in the contract price and/or time.
- 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

## 8. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

## 9. TERMINATIONS, DELAYS, AND LIQUIDATED DAMAGES

### 9.1 Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and

his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9.2 Liquidated Damages for Delays

The time of completion is the essence of the 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 automatically increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule will not be deducted from the monies due the Contractor, not as a penalty but as liquidated damages.

<u>AMOUNT OF CONTRACT</u>	<u>AMOUNT OF LIQUIDATED DAMAGES PER DAY</u>
Less than \$ 500,000	\$250.00
500,000 to \$ 750,000	\$300.00
750,000 to \$1,000,000	\$400.00
Over \$1,000,000	\$500.00

This sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but it shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages and the Owner may withhold from the Contractor’s compensation such sum as liquidated damages.

9.2 Excusable Delays

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

Any acts of the Owner;

Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the

terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### 10. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

#### 11. DISPUTES

All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

The Contractor shall submit in detail his claim and his proof thereof.

If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

#### 12. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### 13. SHOP DRAWINGS

All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered

by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

#### 14. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

#### 15. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

#### 16. SAMPLES, CERTIFICATES AND TESTS

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
- 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

4) The Owner will pay all other expenses.

## 17. PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

## 18. CARE OF WORK

The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### 19. ACCIDENT PREVENTION

No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets.

Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

## 20. SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## 21. USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

## 22. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

## 23. Inspection

All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 24. REVIEW BY OWNER

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

#### 25. FINAL INSPECTION

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

#### 26. DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be

made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

27. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

The Vendor will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Vendor or its agents, subcontractors or employees. Before commencing the work the Vendor will furnish to the City an original certificate or certificates in a form satisfactory to the City, showing that Vendor has complied with this paragraph.

The Vendor shall not cause any insurance policy to be cancelled or permit it to lapse, and all insurance policies shall include an endorsement to the effect that the insurance policy shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City of Seguin, ATTN: Director of Finance, P.O. Box 591, Seguin, TX 78156-0591. The notice shall state the date when such cancellation or reduction shall be effective. The cancellation date shall not be less than thirty (30) days after such notice.

Commercial general liability and motor vehicle insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier’s right of subrogation against the City. The types and amounts of insurance required are set forth below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability	\$1,000,000 combined single limits
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$500,000 per occurrence

The stated limits of insurance are minimum only. They do not limit the Vendor’s indemnity obligation, and it will be the Vendor’s responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The City’s acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Vendor from compliance with these requirements.

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

## 28. WORKERS' COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, the Contractor, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- (a) Employer's Liability limits of \$100,000.00 for each accident are required.
  
- (b) Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Contract, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

*"A. Definitions:*

*Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, 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 ("subcontractors" in § 406.096 [of the Texas Labor Code]) - 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, that 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 calendar 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 calendar 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, informing all persons providing services on the project that they are required to be covered, 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, that 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 calendar 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 (a) - (g), 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 that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”*

## 29. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

## 29. WARRANTY OF WORKMANSHIP AND MATERIALS

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

## 30. COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

- a) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- b) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- c) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

- d) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

### 31. JOB OFFICES

The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

### 32. PARTIAL USE OF SITE IMPROVEMENTS

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

### 33. CONTRACT PERIOD

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within thirty (30) calendar days thereafter.

## **TECHNICAL SPECIFICATIONS**

### **CONCRETE CURB AND GUTTER**

#### **DESCRIPTION**

This item shall govern the placing and furnishing of concrete curb and gutter, concrete curb, or ribbon curb as detailed on the plans and as directed by City staff or Engineer. All work and material shall be in accordance with Texas Department of Transportation, “2004 Standard Specification for Construction & Maintenance of Highways, Streets, and Bridges, Item 529, “Concrete Curb, Gutter, and Combined Curb and Gutter” except as otherwise stated herein.

#### **EXPANSION JOINTS**

Expansion joints shall be spaced at 40’ intervals and be of Preformed Bituminous Fiber Material with Class 5 Joint Sealants. Dowels shall be 3/8’ x 20’ meeting the requirements of TxDOT Item 440.

#### **MEASUREMENT**

Measurement shall be by the linear foot for curb and gutter and concrete curb.

Measurement and payment shall be made at the unit price bid per linear foot, which price shall be full compensation for excavation, furnishing and placing base materials under concrete, reinforcement, joint materials, backfilling and shaping of ground from back of curb to property line and for all manipulation, labor, tools, equipment, and incidentals necessary to complete the work.

## **TECHNICAL SPECIFICATIONS**

### **SIDEWALK CONSTRUCTION**

#### **DESCRIPTION**

This section shall govern the placing and furnishing of concrete sidewalk as detailed on the plans and as directed by the city staff or engineer. All work and material shall be in accordance with Texas Department of Transportation, “2004 Standard Specification for Construction & Maintenance of Highways, Streets, and Bridges, Item 531, Sidewalks” except as otherwise stated herein.

#### **CONSTRUCTION**

Forms may be of wood or metal, straight, free from warp, securely staked to line and grade, and approved by the Engineer prior to the placing of concrete.

Sidewalks shall be constructed in sections and jointed as designated on the plans or as directed by the Engineer.

Contraction joints shall be formed by cutting the concrete with a steel trowel to separate the coarse aggregate, and the surface shall be jointed at the same place of cutting the concrete with an approved jointing tool.

#### **FINISH**

Unless otherwise directed by Owner, the top surface shall be “lightly broomed” and the joints and edges shall be rounded with approved tools for the purpose.

Prior to construction, the contractor shall verify the type of surface finish with the Owner.

A cement mortar finish will not be permitted.

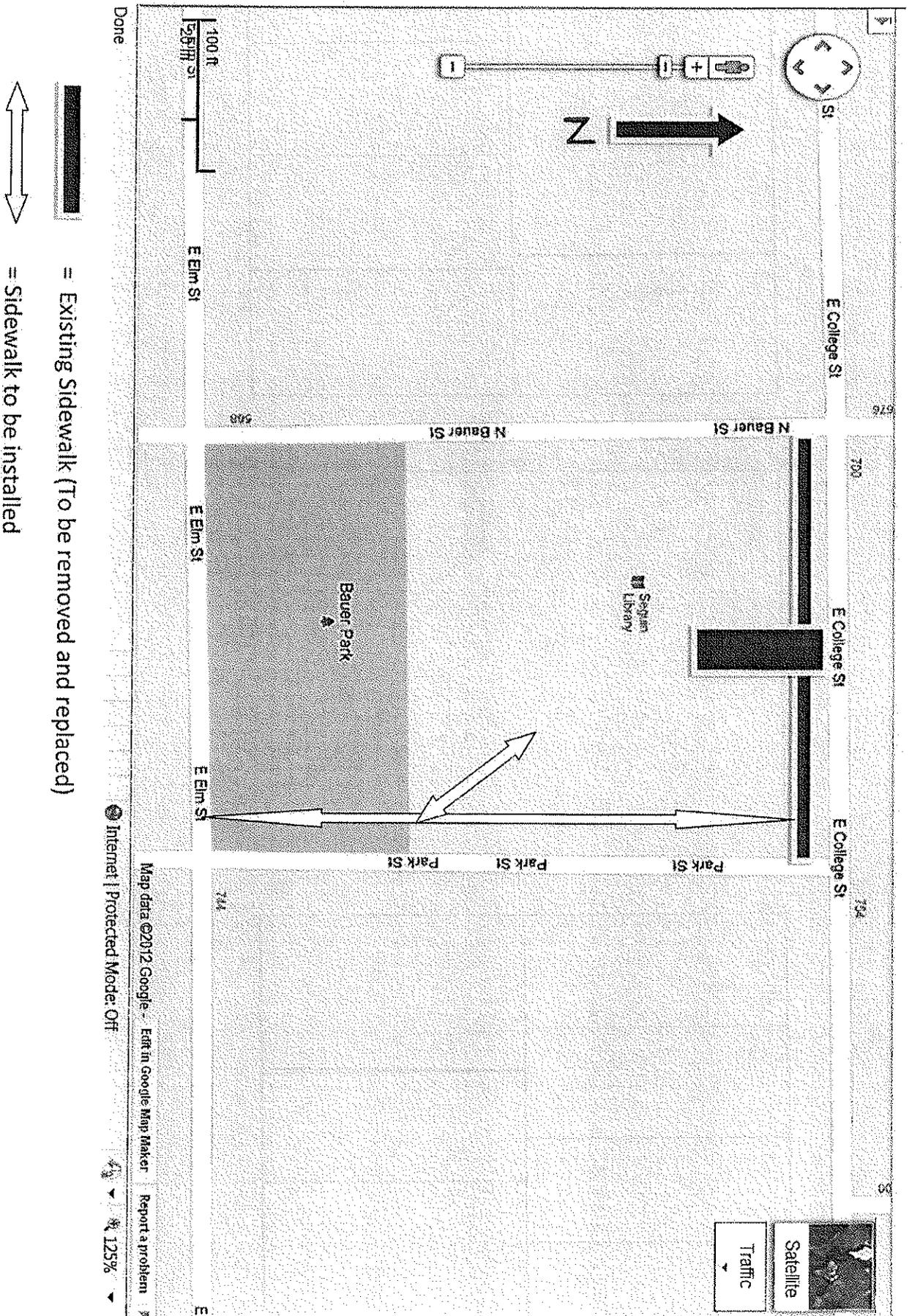
#### **EXPANSION JOINTS**

Expansion joints shall be spaced at 40’ intervals and consist of Preformed Bituminous Fiber Material with Class 5 Joint Sealants. Dowels shall be #4-24” long smooth dowels 12” O. meeting the requirements of TxDOT Item 440.

#### **MEASUREMENT AND PAYMENT**

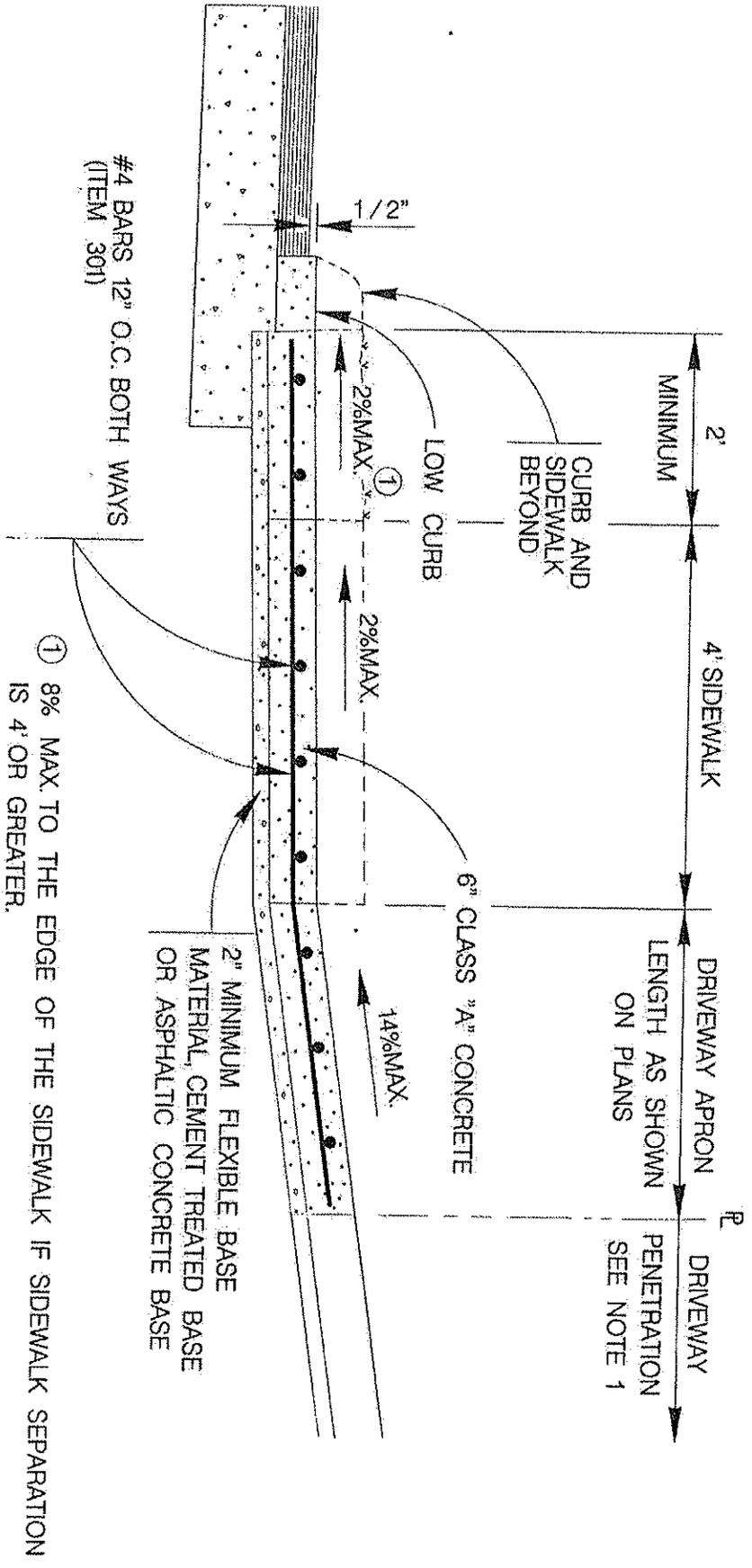
Measurement shall be by the square yard for sidewalk. Curb ramps will be measured by each unit. The unit will consist of curb ramp, landing, adjacent flares or side curb, and detectable warning surface as shown on the plans. Measurement and payment for these items shall be made at the unit price bid, which price shall be full compensation for all labor, materials, including reinforcement and joints, excavation and backfill, tools, equipment, forms and all other incidentals necessary to complete the work.

# LIBRARY LAYOUT

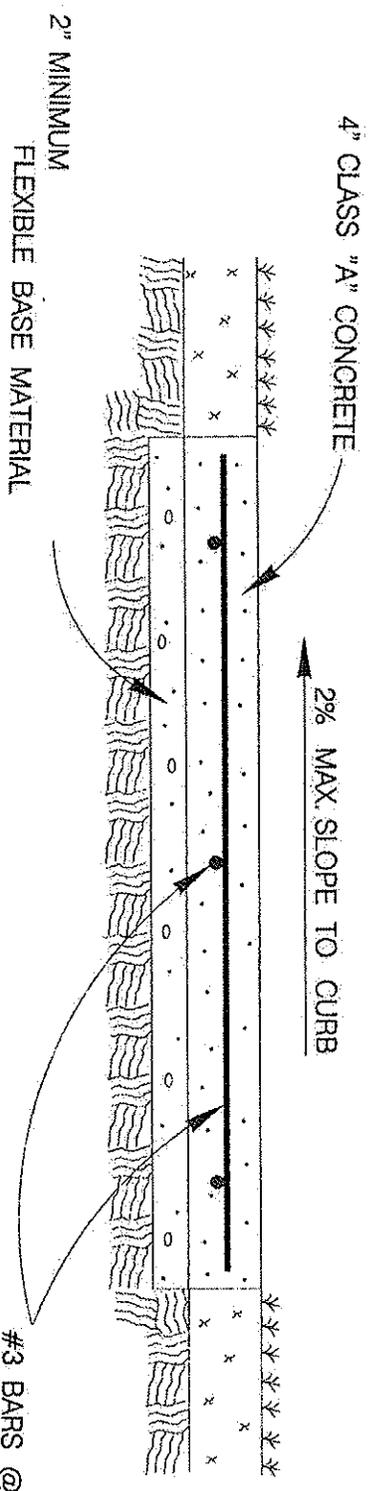


Existing Sidewalk (To be removed and replaced)

Sidewalk to be installed



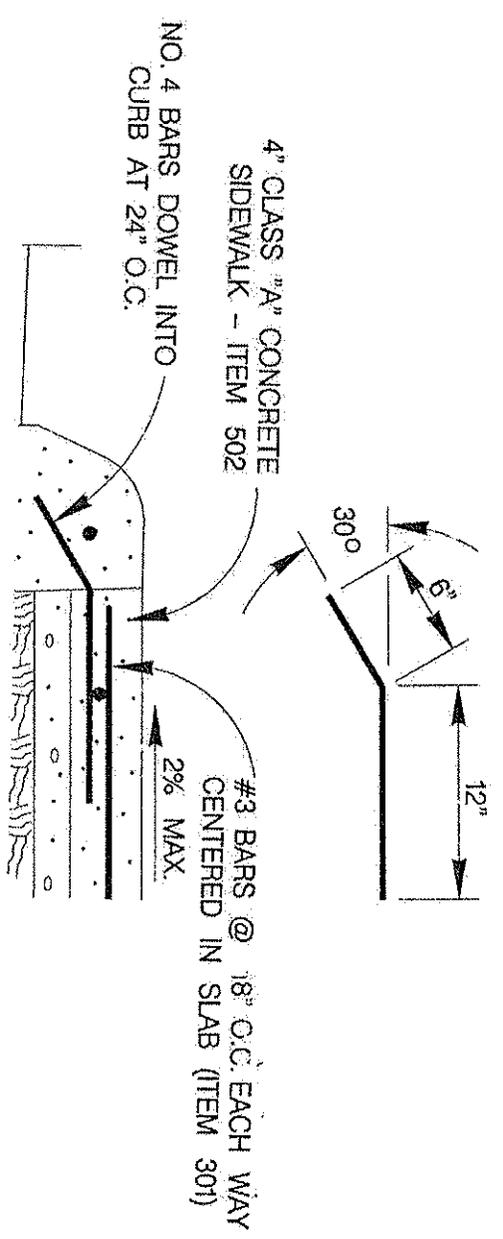
**TYPICAL COMMERCIAL DRIVEWAY SECTION**  
 WITH SIDEWALK SEPARATED FROM CURB  
 ITEM 503.2

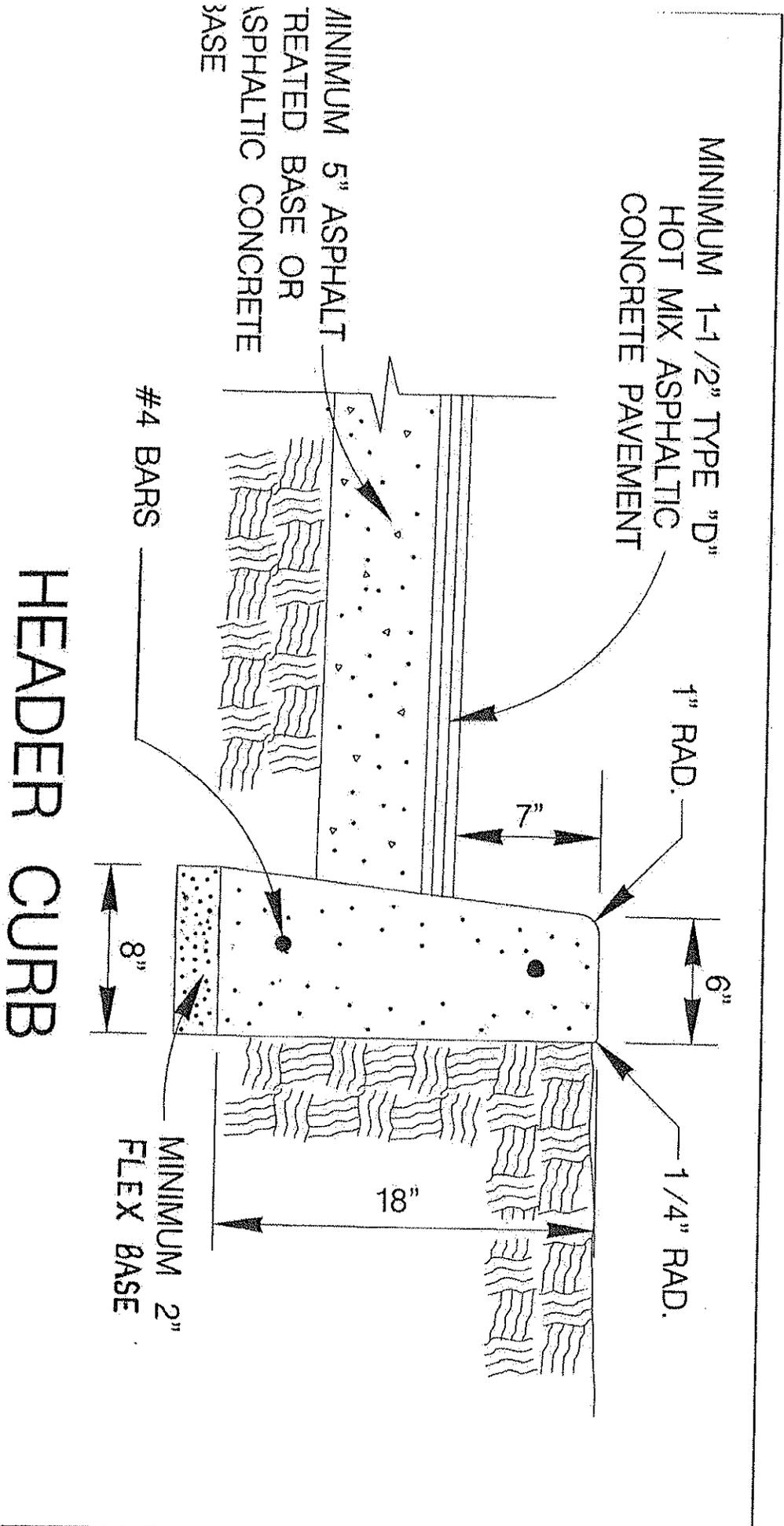


### CONCRETE SIDEWALK SECTION

ITEM 502  
SCALE : 1" = 2'

S. OF MEASUREMENT  
STREET EXCAVATION



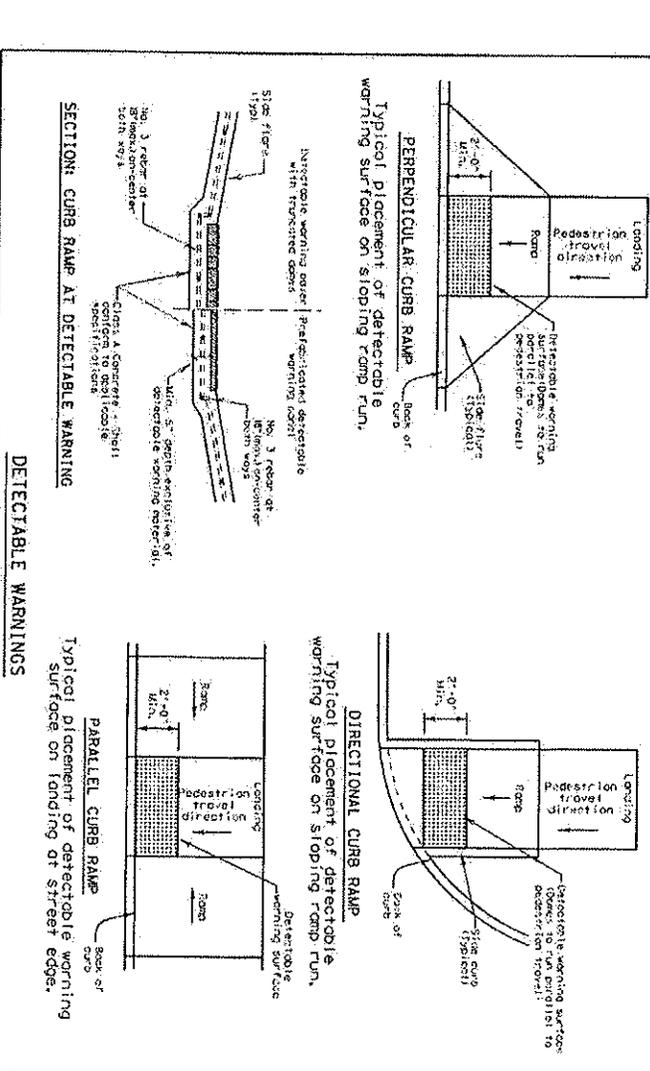




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**General Notes**

1. Install a curb ramp or blended transition at each pedestrian street crossing.
  2. All slopes shown are maximum allowable. Lesser slopes that will still drain properly should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
  3. The minimum sidewalk width is 5'. Where the sidewalk is adjacent to the back of curb, a minimum 18" wide shoulder is required. Sidewalk which may be removed or replaced with 5' x 5' paving areas of materials not to exceed 100' are required.
  4. Landings shall be 5' x 5' minimum with a minimum 2% slope in any direction.
  5. Landing/ing space at the bottom of curb ramps shall be a minimum of 4' x 4' wholly contained within the crosswalk and entirely outside the parallel/vertical travel path.
  6. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
  7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum. Measurements shall be taken at the base of the curb. Flared sides shall be provided due to site conditions, sidewalk width or other factors.
  8. Additional information on curb ramp location, design, light reflective noise and color shall be provided in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC §§ 101.02.
  9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curb. Medians should be designed to provide accessible passage over or through them.
  10. Small discontinuation islands which do not provide a minimum 5' x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
  11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. All intersections where crosswalk markings are not required, curb ramps shall align with horizontal crosswalk markings unless otherwise directed.
  12. Handrails are not required on curb ramps. Provide curb ramps wherever an accessible route crosses (perpendicular) a curb.
  13. Curb ramps and landings shall be constructed and paid for in accordance with Item 531 Sidewalks.
  14. Place concrete to a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
  15. Provide a smooth transition where the curb ramps connect to the street.
  16. Curb shown on sheet 1 within the limits of segment are considered part of the curb ramp for segment, whether it is concrete curb, gutter, or combined curb and gutter.
  17. Existing features that comply with IS may remain in place unless otherwise shown on the plans.
- Detectable Warning Material**
18. Curb ramps must contain a detectable warning surface that consists of raised, truncated domes complying with section 305 of the TAS. The surface must conform visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place curb, brown or dark red detectable warning surface material adjacent to elevated concrete, unless specified elsewhere in the plans.
  19. Detectable Warning Materials must meet 2007 International Building Code's Specification DMS 4150 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
  20. Detectable warning surfaces must be slip resistant and not allow water to accumulate.
  21. Detectable warning surfaces shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
  22. Detectable warning surfaces shall be located so that the edge across the curb line is at the back of curb. Align the rows of domes to be perpendicular to the break between the ramp run and the street. Detectable warning surfaces may be curved along the corner radius.
  23. Shaded areas on sheet 1 of 4 indicate the approximate location for the detectable warning surface for each curb ramp (25%).



- Detectable Warning Power's**
24. Furnish detectable warning power units meeting all requirements of ASTM C-936, C-937, C-938, C-939, C-940, C-941, C-942, C-943, C-944, C-945, C-946, C-947, C-948, C-949, C-950, C-951, C-952, C-953, C-954, C-955, C-956, C-957, C-958, C-959, C-960, C-961, C-962, C-963, C-964, C-965, C-966, C-967, C-968, C-969, C-970, C-971, C-972, C-973, C-974, C-975, C-976, C-977, C-978, C-979, C-980, C-981, C-982, C-983, C-984, C-985, C-986, C-987, C-988, C-989, C-990, C-991, C-992, C-993, C-994, C-995, C-996, C-997, C-998, C-999, C-1000.
  25. Lay full-size units first followed by closure units consisting of at least 25 percent of a full unit. Lay detectable warning units using a power son.
- Sidewalks**
26. Provide clear ground space of operable parts, including pedestrian push buttons, operable parts shall be placed within one or more reach ranges specified in TAS 308.
  27. Provide traffic signal or illumination poles, ground boxes, controller boxes, signs, storage facilities and other items so as not to obstruct the pedestrian access route or clear ground space.
  28. Street grades and cross slopes shall be as shown elsewhere in the plans.
  29. Changes in level greater than 1/4 inch are not permitted.
  30. The least possible grade should be used to maintain accessibility. The existing slope of sidewalk and crosswalk within the public right of way shall be maintained. If the horizontal roadway, where a minimum grade greater than 5% and no provision for detectable warning surface is provided, the grade shall be maintained to the extent possible. If a detectable warning surface is provided, the grade shall be maintained to the extent possible.
  31. Roadway structures shall not protrude into the usable landing area or into intersecting pedestrian routes.
  32. Driveways and turnouts shall be constructed and paid for in accordance with Item 531 Sidewalks.
  33. Sidewalk details are shown elsewhere in the plans.

SHEET 2 OF 4

**Texas Department of Transportation**  
*Drive safely. Stay sober.*

**PEDESTRIAN FACILITIES**  
**CURB RAMPS**

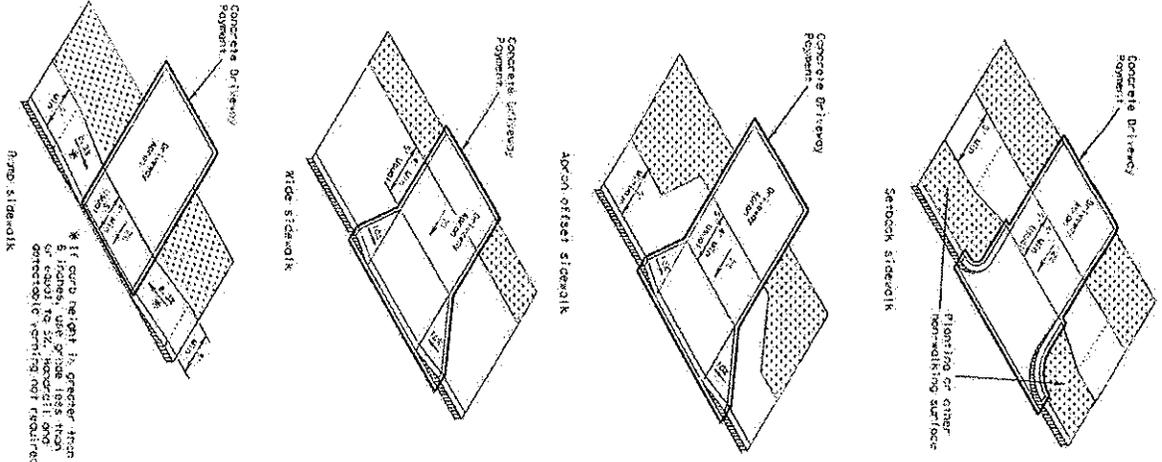
**PED-12A**

DATE:	PROJECT:	SCALE:	DATE:	PROJECT:	SCALE:
FILE:	NO.:	DATE:	NO.:	NO.:	NO.:

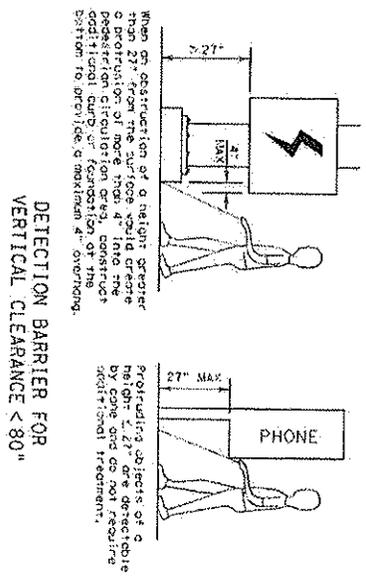
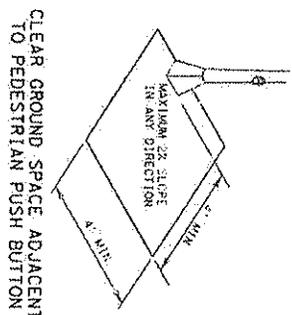
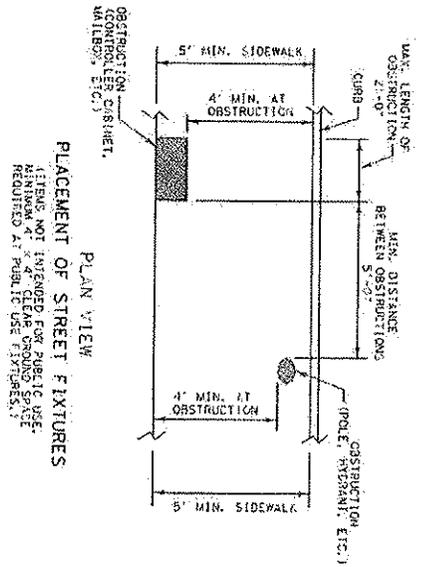
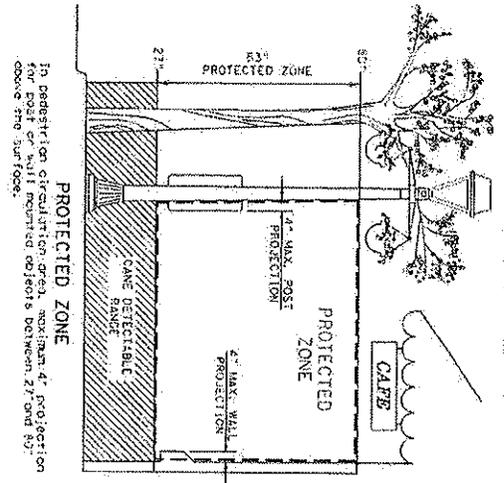
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DATE: \_\_\_\_\_  
 FILE: \_\_\_\_\_

**SIDEWALK TREATMENT AT DRIVEWAYS**



\* If curb height is greater than 6 inches, use grade less than or equal to 5%, maximum 1:10 and detectable vertical not required.



**Texas Department of Transportation**  
 Design Division Standard

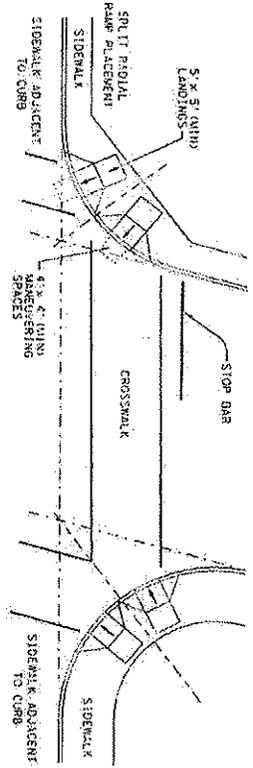
**PEDESTRIAN FACILITIES**  
**CURB RAMPS**  
**PED-12A**

SHEET 3 OF 4

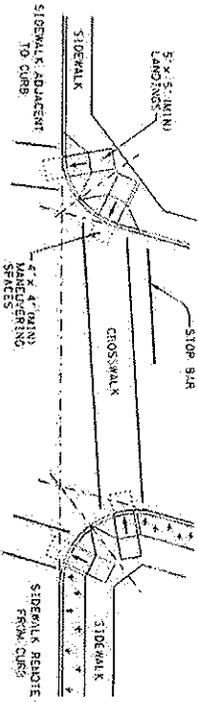
DATE	DESCRIPTION	BY	CHECKED	DATE
01/20/2011	DESIGN	...	...	...
02/01/2011	REVISION	...	...	...
02/01/2011	REVISION	...	...	...

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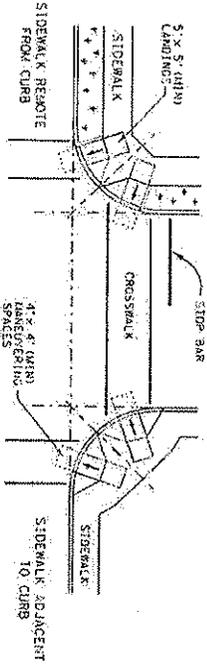
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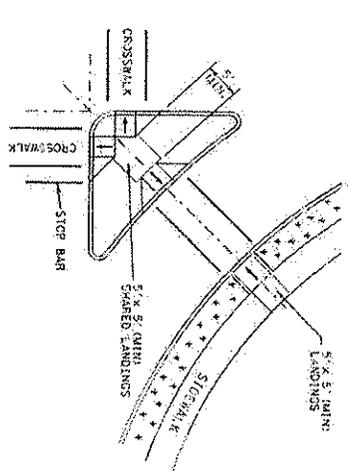
SKewed INTERSECTION WITH "LARGE" RADIUS



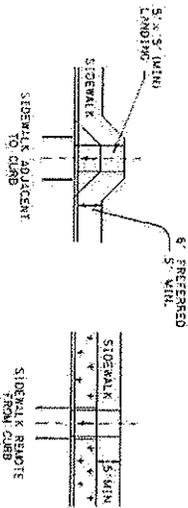
SKewed INTERSECTION WITH "SMALL" RADIUS



NORMAL INTERSECTION WITH "SMALL" RADIUS



AT INTERSECTION  
 W/FREE RIGHT TURN & ISLAND



MID-BLOCK PLACEMENT  
 PERPENDICULAR RAMPS

TYPICAL CROSSING LAYOUTS

SHEET 4 OF 4

**Texas Department of Transportation**  
*Design Division Standard*

**PEDESTRIAN FACILITIES  
 CURB RAMPS**

**PED-12A**

DATE	BY	CHECKED	IN CHARGE
08/27/2009	DAVID B. BROWN	DAVID B. BROWN	DAVID B. BROWN
DATE	BY	DATE	BY
08/27/2009	DAVID B. BROWN	08/27/2009	DAVID B. BROWN



Crawler Tractor.....	\$ 15.67
Directional Drilling	
Locator.....	\$ 11.67
Directional Drilling	
Operator.....	\$ 17.24
Excavator 50,000 lbs or	
Less.....	\$ 12.88
Excavator over 50,000 lbs...	\$ 17.71
Foundation Drill, Truck	
Mounted.....	\$ 16.93
Front End Loader, 3 CY or	
Less.....	\$ 13.04
Front End Loader, Over 3 CY.	\$ 13.21
Loader/Backhoe.....	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine....	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt.....	\$ 12.78
Roller, Other.....	\$ 10.50
Scraper.....	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy....	\$ 18.48

Servicer.....\$ 14.51

Steel Worker

Reinforcing.....	\$ 14.00
Structural.....	\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole	
Worker.....	\$ 16.00

TRUCK DRIVER

Lowboy-Float.....	\$ 15.66
Off Road Hauler.....	\$ 11.88
Single Axle.....	\$ 11.79
Single or Tandem Axle Dump	
Truck.....	\$ 11.68
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.81

WELDER.....\$ 15.97

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
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)).  
-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

-----  
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

