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City of Seguin
Agreement Between Contractor and Owner
For Projects of Limited Scope

This Agreement is entered into between the **Contractor (as named below)** and the City of Seguin, a Texas home-rule municipality (**Owner**), 205 N. River, Seguin, TX 78155, for construction work, repairs, maintenance, and/or purchase and installation of equipment.

Name of Contractor:	C3 Environmental Specialties
Address of Contractor:	13730 IH-10 Frontage Road, Converse, Texas 78109
Phone Number of Contractor:	(210)653-7801
Name of Contact:	Dustin Pratt
Phone Number of Contact:	(210)653-7801

Name or Description of Project: **2025 Public Sidewalk Repairs**

1. STATEMENT OF WORK:

- a. The Contractor shall furnish all materials, supplies, labor, service, and equipment required for the Work of construction, alteration, installation or repair identified in AF2025-34. The executed contract documents shall consist of the following components:
 - i. This Agreement
 - ii. Addenda
 - iii. Invitation for Bids
 - iv. Instructions to Bidders
 - v. Signed Copy of Bid
 - vi. General Conditions
 - vii. Special Conditions
 - viii. Technical Specifications
 - ix. Drawings
- b. The Agreement for this Work includes (a) this Agreement, (b) the scope/statement of work, and (c) the Contractor's written estimate/proposal. In case of a conflict between two or more of the documents, each shall prevail over others in the order of precedence listed.
- c. The work and price described are complete. No additional work or change to the scope of work, price, or time described will be undertaken without the prior written authorization of the Owner. All workmanship and materials will have a one-year warranty from date of acceptance by the Owner, unless a longer warranty is provided by the appropriate manufacturer or specified in the Contractor documents. No substitution of specified materials, components, or methods is permitted without written authorization of the Owner.
- d. The Contractor shall be solely responsible for construction means and methods and shall protect the safety of persons and property at the work site. The Contractor shall coordinate all work with the Owner's Representative and shall make every reasonable effort to avoid disruption of facility

operations. The Contractor shall furnish only skilled and properly trained staff for performance of the Work. During the performance of the Work, the Contractor shall keep a competent superintendent or Contractor's Representative at the Project site, fully authorized to act on behalf of the contractor.

2. **PRICE:** For performance of the Work, the Owner will pay the Contractor a total construction cost: \$206,279.00, (two hundred six thousand two hundred seventy-nine dollars, which does not include any sales tax. The Contractor shall secure and include in the Contract Price the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work. The Contractor agrees to use his best efforts to cause permits and governmental fees to be waived.
3. **PAYMENT:** No down payment or advance payment to the Contractor or any supplier may be made prior to beginning construction and/or moving materials on site without written agreement of the Owner. Payment will be issued no later than thirty (30) days following submittal by the Contractor of an invoice for the work. The Contractor shall be paid monthly proportionate to the work completed and materials used, minus a ten percent (10%) retainage. Final payment, including retainage, will be issued when all work has been completed (including "punch list" items) and accepted by the Owner. The Contractor shall provide to the Owner a notarized affidavit/release of lien stating that all bills have been paid in full.
4. **TIME:** The Contractor shall begin the work on-or-about Spring/Summer 2025 and shall complete the work in no more than 90 calendar days.
5. **INDEMNITY:** THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF SEGUIN, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LIABILITIES, LIENS, ENCUMBRANCES, SUITS, SETTLEMENTS, JUDGMENTS, COSTS, LOSSES AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE OF THIS AGREEMENT. INCLUDED ARE BODILY INJURY, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE THEREOF), ECONOMIC LOSS OR OTHERWISE, INCLUDING ALL DEBTS OR FINANCIAL OBLIGATIONS INCURRED AND OWED TO WORKERS, EMPLOYEES, SUB-CONTRACTORS AND SUPPLIERS, ARISING OUT OF THE ACTS, NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR AND ANYONE FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE.
6. **INSURANCE:** The Contractor shall not commence work until he has obtained all the insurance required hereunder and certificates of such insurance have been filed and approved. Insurance carriers must be licensed to do business in Texas. The Contractor shall maintain (a) commercial general liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance with \$1,000,000 combined single limit; and, (c) worker's compensation insurance with statutory limits of \$500,000. The Contractor shall provide the Owner with a certificate of insurance evidencing such coverages as an attachment to this Agreement at the time of delivery of the executed copy of the Agreement to the Owner. The certificate of insurance shall name the City of Seguin as additional insureds and shall state that the coverages afforded by the Contractor shall be primary in all respects to any insurance carried independently by the Owner. The certificate of insurance shall provide that the Owner shall receive thirty (30) days prior written notice of any cancellation or material change in any of the insurance covered by the certificate. Failure to obtain or maintain required insurance shall subject Contractor to personal, individual, and corporate liability for any and all damages, injuries, or claims arising from Contractor's performance of this Agreement. Contractor shall secure Builder's Risk insurance to protect his materials, supplies, and equipment during the construction period and acknowledges that Owner is not liable or responsible for loss, theft, or damage prior to final acceptance of the project.

7. TERMINATION OR SUSPENSION:

- a. The Contractor may terminate the Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a sub-contractor, or supplier, for any of the following reasons:
 - i. Issuance of an order of a court of other public authority having jurisdiction which requires all Work to be stopped;
 - ii. An act of government, such as a declaration of national emergency, which requires all Work to be stopped; or
 - iii. Because the Owner has not made payment within the time stated in the Agreement.
 - b. If one of the reasons listed in paragraph "a" exists, the Contractor may, upon seven days written notice to the Owner, terminate the contract and recover from the Owner payment for Work completed and for proven loss with respect to materials, equipment, tools, and machinery.
 - c. The Owner may terminate the Contract if the Contractor:
 - i. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials or work is not of acceptable quality;
 - ii. Fails to make payment to workers, sub-contractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the sub-contractors or suppliers;
 - iii. Persistently disregards laws, ordinances, safety procedures, or rules, regulations or orders of a public authority having jurisdiction; or
 - iv. Otherwise is guilty of substantial breach of a provision of the Agreement.
 - d. When any of the reasons in paragraph "c" exist, the Owner may, after giving the Contractor and the contractor's surety, if any, seven days written notice, terminate employment of the Contractor and, subject to any prior rights of the surety:
 - i. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and,
 - ii. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs and damages incurred by the Owner in finishing the Work.
 - e. When the Owner terminates the Agreement for any of the reasons stated in paragraph "c", the Contractor shall not be entitled to receive further payment. If the unpaid balance of the Contract exceeds costs of finishing the work, including expenses made necessary and other damages incurred by the Owner, such excess shall be retained by the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Such obligation for payment shall survive termination of the Agreement.
8. This Agreement must be signed by the Contractor and have attached copies of required insurance and cost proposal/scope of work before submission to the City Official for approval.
9. Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.
10. ch remedy.

11. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.
12. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
13. The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.
14. Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.
15. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Guadalupe County, Texas.
16. Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.
17. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.
18. This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.
19. The City of Seguin is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.
20. Boycott of Israel. Pursuant to Chapter 2270, Texas Government Code, Contractor certifies Contractor (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
21. Business with Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

AGREED to this _____ day of _____, 20____, BY AND BETWEEN:
(day) (month)



(signature of contractor)

JUSTIN PRATI

(printed name of contractor)

(signature of owner)

(printed name of owner and title)

PRE-BID CONFERENCE CHECKLIST FY 2025 PUBLIC SIDEWALK REPAIRS

February 14, 2025 at 10:00am

1. Contacts:
 - (a) City Purchasing Department: Ashley Bruns abruns@seguintexas.gov
 - (b) City Representative: Jennifer Shortess (830)386-2239
jshortess@seguintexas.gov
 - (c) City ROW Inspector: Glenn Howell (830)401-2469
ghowell@seguintexas.gov
2. General Description of Project
3. Register at **bidnetdirect.com**
 - (a) Only electronic bids accepted
 - (b) Discuss 5% Bid Security: *certified check, bank money order, or Bid Bond from a corporate surety authorized to do business in the state of Texas.* (Instruction to Bidders – Section 1.5)
4. Owner is exempt from Texas state sales and use taxes on materials and equipment. (General Conditions – Section 6.D)
6. Time of Completion after written *Notice to Proceed* is 90 calendar days. (Paragraph 2.3 of Agreement)
7. 100% Performance Bond
(Instruction to Bidders – Section 1.5)
8. 100% Payment Bond
(Instruction to Bidders – Section 1.5)
9. Insurance requirements
(Section 26 of the General Conditions and Attachment A)
10. Retainage [5%].
(Paragraph 4.6 of the Agreement)

11. Specifics of Project:

- (a) Plans – *Contractor means and methods for preparing right-of-way, demolition of concrete sidewalk and curb ramps, construction of concrete sidewalks and curb ramps.*
- (b) Specifications – *Quality Control*
- (c) Bid Form
- (d) Anticipated Project Schedule – potential contract approval at April 1, 2025 council meeting
- (e) Advance notice is required for City-wide notification of lane closures.
- (f) Liquidated Damages. (*\$500.00/day*)
(Paragraph 2.4 of the Agreement)
- (g) Weather delays
- (h) Additive Alternate: *S. Guadalupe Street and W. Live Oak Street*

12. Property Access

- (a) All construction activities to have the minimum possible impact on property access, neighborhood mobility, and quality of life.
- (b) Residential driveways shall be accessible at the end of each work day.
- (c) Mail clusters shall be accessible at all times

13. Site Visits are recommended and Bidder shall not disturb traffic.

14. General Information Reminders:

- (a) QUESTIONS DUE: Tuesday, February 18, 2025 @ 5:00 P.M.
Question and Answer Portal of **bidnetdirect.com**
- (b) BIDS DUE: Tuesday, February 25 @ 3:00 P.M.
- (c) LOCATION: City of Seguin
City Council Chambers, City Hall
205 N. River Street
Seguin, Texas 78155
- (d) BIDS OPENED: Immediately thereafter

15. Contractor questions

- (a) Is there an Engineers Estimate, Estimated Cost or Budget for this contract? **The estimated budget for this project is \$239,000.**

CAPITAL PROJECTS/ENGINEERING

- (b) Are there any alternatives to Bid Item D-GR HMA TY-C PG70-22? **See the revised Bid Form. Item No. 341-7022 has been removed and replaced with Item No. 341-7048 D-GR HMA TY-D PG70-22.**

MEETING SIGN-IN SHEET

PROJECT: FY25 Public Sidewalk Repairs AF-2025-34
PRE-BID MEETING

MEETING DATE: February 14, 2025

FACILITATOR: Jennifer R. Shortess

LOCATION: DSC Front Meeting Room
108 E. Mountain Street

[illegible]

BID FORM

CITY OF SEGUIN – FY 2025 PUBLIC SIDEWALK REPAIRS

AF2025-34

Rev. February 14, 2025

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

**ASHLEY BRUNS
PURCHASING MANAGER
CITY OF SEGUIN
211 N RIVER STREET
SEGUIN, TX 78155**

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE–PUBLIC SIDEWALK REPAIRS					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
500-6001	MOBILIZATION	LS	1		
100-6001	Preparing ROW	AC	0.50		
104-6036	REMOVING CONC (SIDEWALKS OR RAMPS)	SY	84		
105-7003	REMOVING EXISTING DRIVEWAYS	SY	125		
341-7048	D-GR HMA TY-D PG70-22	TON	2		
529-6002	CONC CURB (TY II) (INCLUDING REMOVAL AND REPLACEMENT)	LF	40		
529-6008	CONC CURB AND GUTTER (TY II) (INCLUDING REMOVAL AND REPLACEMENT)	LF	17		
531-6001	CONCRETE SIDEWALKS (4")	SY	1,160		
531-6004	CURB RAMPS (TY I)	EA	8		
531-6013	CURB RAMPS (TY 10)	EA	2		
560-7012	RELOCATING MAIL CLUSTERS	EA	2		
000-0001	SIDEWALK BRIDGE	LF	10		
464-6005	RC PIPE (CL III) (24 IN)	LF	20		
530-6004	CONCRETE DRIVEWAYS	SY	125		
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3		
000-0002	PEDESTRIAN HANDRAIL – TYPE E OR F	LF	20		
Total of All Base Bid Items					\$

ADDITIVE ALTERNATE NO. 1 – S. GUADALUPE STREET AND W. LIVE OAK STREET					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
100-6001	PREPARING ROW	AC	0.10		
105-7003	REMOVING EXISTING DRIVEWAYS	SY	140		
531-6001	CONCRETE SIDEWALKS (4")	SY	282		
531-6004	CURB RAMPS (TY 1)	EA	3		
530-6004	CONCRETE DRIVEWAYS	SY	140		
341-7048	D-GR HMA TY-D PG70-22	TON	5		
110-6001	EXCAVATION (ROADWAY)	CY	400		
Total of Additive Alternate No. 1					\$
Total of All Base Bid Items and Additive Alternate No. 1					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be complete in accordance with Article 2 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Project References;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data;
 - E. Form 1295 – Certificate of Interested Parties (Bidder must complete the form online at www.ethics.state.tx.us/File); and
 - F. Prohibition on Contracts with Companies Boycotting Israel.
 - G. Prohibition on Contracting With A Company Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

ARTICLE 8 – DEFINED TERMS

- 8.01 Unless otherwise specified herein, the terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
- 8.02 The terms “Bidders”, “Respondents”, “Proposers”, and “Offerors” and their associated word forms are used interchangeably to mean firms who participate in this RFCSP process.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: _____

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

**PUBLIC NOTICE
CITY OF SEGUIN
INVITATION FOR BIDS**

The City of Seguin is accepting sealed bids for:
FY 2025 PUBLIC SIDEWALK REPAIRS

Sealed Bids will be received by the City of Seguin electronically through <http://www.bidnetdirect.com/texas/cityofseguin> until 3:00 P.M., Tuesday, FEBRUARY 25, 2025. Bids will be opened and read publicly in the Council Chambers of City Hall at 3:00 P.M. on that date.

BID # AF-2025-34

FY 2025 PUBLIC SIDEWALK REPAIRS

To be opened at 3:00 p.m., Tuesday, February 25, 2025

Bids received after the time and date set for submission will be disqualified.

The City of Seguin reserves the right to reject or accept any and all proposals and to waive informalities. The City Council's decision will be final.

**STEVE PARKER
CITY MANAGER
CITY OF SEGUIN, TEXAS**

INSTRUCTIONS TO BIDDERS

I.1. SCOPE OF PROJECT

The City of Seguin (OWNER) invites proposals for the construction of public sidewalk repairs. Principal items of construction will include: preparing right-of-way, demolition of concrete sidewalk, curb ramps, driveways, and curbs and construction of concrete sidewalks, concrete curbs, concrete driveways, ADA curb ramps, and a sidewalk bridge; and all other appurtenances necessary for the complete Project. Project locations will be determined by the City of Seguin.

I.2. PROPOSALS AND METHOD OF BIDDING

In conjunction with these Instructions to Bidders, OWNER has issued a Request for Proposals (RFP) for this Project. OWNER has identified its decision to utilize competitive sealed proposals for this procurement in the RFP.

In addition to the submittal from Offerors in response to the criteria upon which rankings and selection will be based, Offerors are to submit pricing information in accordance with the following instruction:

1. Where the proposal consists of various major items of work, Offerors should provide prices for each item in the proposal. Should Offerors have costs for any incidental work, the costs of such work will be reflected in the unit costs of the bid items in the proposal.

I.3. WITHDRAWAL OF BIDS

Offerors may withdraw their bid at any time until the specified closing time for acceptance of bids. After the specified time, no bid may be withdrawn for a period of ninety (90) days or until a contract is awarded, whichever occurs first.

I.4. ACCESS TO AND INSPECTION OF PROJECT SITE

Offerors may arrange for access to the Site by contacting ENGINEER at any time between publication of the RFP and the deadline for receipt of proposals. Such access will be granted to allow Offerors to make a complete inspection and careful examination of the project site and familiarize themselves with the soil and water conditions to be encountered, construction to be projected, disposal sites for surplus materials not designated to be salvaged materials, method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

By submitting a proposal, Offeror acknowledges it has inspected the site, has read and become thoroughly familiar with the plans and contract documents (including all addenda). **Construction documents are not provided for the Public Sidewalk Repairs Project.**

I.5. BID SECURITY

Each bid must be accompanied by cash, certified check of the Offeror or a bid bond, duly executed by the Offeror as principal and having as surety thereto a surety company approved by the OWNER, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three highest ranked Offerors within ten days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the OWNER and the accepted Offeror have executed the Contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the Offeror at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Any cash, check or bid bond is a guarantee that the Offeror will enter into a Contract and execute performance and payment bonds on the forms provided, within ten (10) days after the award of Contract to him/her. Failure to execute these documents within the required time shall be justification for the OWNER to consider this a forfeiture of the security by the Offeror to the OWNER.

I.6. QUALIFICATIONS OF OFFEROR

The OWNER may investigate the Offerors and the information provided in the proposal as deemed necessary to determine the ability of the Offeror to perform the Work. The OWNER reserves the right to conduct interviews with the Offerors. Should the OWNER choose to conduct interviews, all qualified Offerors will receive written notice of that decision as well as a time and location for the interviews to occur. Information provided to the OWNER during the interview process will be used to assist in the final rankings.

The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such Offeror fails to satisfy the OWNER that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the work therein.

No bid will be accepted from an Offeror who is engaged on any work which would impair his ability to perform or finance his Work.

I.7. LAWS AND REGULATIONS

The Offeror's 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.

I.8. GEOTECHNICAL DATA

The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Each Offeror shall make his/her own interpretation of the character and condition of the materials which will be encountered. Each prospective Offeror may, at his/her own expense, make additional surveys and investigations as he may deem necessary to determine conditions

which will affect performance of the Work. **A Geotechnical Report is not provided for the Public Sidewalk Repairs project.**

I.9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any Offeror orally. Every request for such interpretation should be in writing addressed to the Purchasing Department, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals.

Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if issued, all prospective Offerors will be notified, not later than forty-eight hours (48) prior to the date fixed for the opening of bids. Failure of any Offeror to receive any such addendum or interpretation shall not relieve such Offeror from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

I.10. EXAMINATION OF SITE OF THE PROJECT

Offerors shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus material not designated to be salvage materials, and as to methods of providing ingress and egress to private properties.

I.11. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

The CONTRACTOR shall repair or replace all existing utilities, water and sewer mains, fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the CONTRACTOR due to his operations on this project, to a 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.

I.12. CLEAN-UP

The CONTRACTOR shall at all times keep the jobsite as free from all material, debris, and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable in the opinion of the OWNER and ENGINEER.

After construction work is completed and before final acceptance of improvements by OWNER, CONTRACTOR shall remove all debris from site of project, including all existing debris to an approved place of disposal. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the site of work in a neat and presentable condition throughout, and restore in an acceptable manner all property damaged in the progress of this work.

No direct payment will be made for clean-up.

Materials cleared from project shall not be deposited on adjacent public or private

property without written permission of the property owner thereof filed with ENGINEER. Any materials so deposited shall be leveled and left in a condition satisfactory to the OWNER.

I.13. EXCAVATION

Excavation in this Contract shall be unclassified and is included as a separate charge for excavation required for S. Goodrich Street and W Live Oak Street only. Excavation for all other streets are by unit item or scheduled value as all excavation is associated with other work. There is no separate pay item under this Contract for excavation and its cost shall be included in such pay items as are provided in the Contract and proposal for all streets except S. Goodrich Street and W Live Oak Street.

I.14. EXISTING UTILITIES

Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, sprinkler systems, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the CONTRACTOR to avoid damaging these existing structures regardless of whether they are shown on the plans. The OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure 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. The CONTRACTOR expressly assumes responsibility for locating, protecting, and constructing the Project without damage to existing underground utilities and structures. If any structure is damaged by the CONTRACTOR, it shall be his responsibility to repair the damage at his own expense and restore the structure to its intended and fully functional use.

CONTRACTOR shall locate and determine (verify if depth is shown on plans) elevation of all existing underground utilities a minimum of 500 feet ahead of trenching. If a utility is found to be in conflict with proposed grades, the ENGINEER shall be contacted and grades adjusted to avoid conflict. CONTRACTOR expressly waives any claims for additional compensation related to measures taken or accommodations and changes made to the Work as a result of such conflict avoidance.

The OWNER will provide liaison with property owners and the limited information it has concerning locations, sizes, materials, etc. of existing utilities or structures, but any delays or investigations required of the CONTRACTOR shall be deemed incidental to the project.

The CONTRACTOR shall call "One Call" and/or any other locating service or hotline to have all underground utilities marked before beginning any excavation or other activity that may conflict with buried structures.

The CONTRACTOR shall replace and repair any irrigation that is damaged during this project.

I.15. NOTICES TO OWNERS AND AUTHORITIES WHEN EXCAVATING

Utilities and other concerned agencies shall be notified at least 48 hours prior to excavating near underground utilities or pole lines or in accordance with the utilities, "One Call", and concerned agencies' regulations. It shall be the CONTRACTOR's responsibility to confirm if OWNER's utilities are on the "One Call" system.

I.16. PRECONSTRUCTION CONFERENCE

After award and execution of a contract between the OWNER and CONTRACTOR, a formal preconstruction conference will be held in 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 to be used, and materials to be used, obligations of both the CONTRACTOR and the Owner's representative, personnel, safety, issues/requirements, permitting requirements, payment requests, construction scheduling, surveying, progress meetings, control of the project, guaranty/warranty, and the method of inspection and decision-making to be used during this project.

I.17. CONSTRUCTION WORKING HOURS

The CONTRACTOR shall submit to the OWNER and ENGINEER prior to the preconstruction conference a construction schedule which shall meet the OWNER and ENGINEER's approval before construction can begin.

Generally, the CONTRACTOR shall perform all construction activities between 8:00 a.m. to 5:00 p.m., Monday through Friday only. However, the CONTRACTOR may be allowed to work on Saturdays, Sundays, or Legal Holidays upon the OWNER or ENGINEER's written approval. CONTRACTOR shall be responsible for paying all costs, fees, etc. related to Owner's representative during hours on Saturdays, Sundays, or Legal Holidays and outside 8:00 am to 5:00 p.m. Requests must be received from the CONTRACTOR a minimum of 48 hours in advance of work outside that as stated above.

The CONTRACTOR shall keep the OWNER and the ENGINEER informed as to his construction progress. Because of traffic congestion, the CONTRACTOR may be required to schedule construction in some areas between the hours of 6:00 p.m. and 7:00 a.m. if the OWNER or ENGINEER determines it to be necessary. CONTRACTOR will be required to perform work in a fashion that will cause the least amount of inconvenience to the general public.

The CONTRACTOR may be required to finally complete portions of the project prior to proceeding with other portions. All work scheduling shall be coordinated with OWNER and approved by OWNER before work can proceed. The CONTRACTOR will be required to have someone on call 24 hours per day during the course of the project.

The following requirements shall apply to all construction areas:

1. Driveways shall be accessible by vehicles at the end of each day (5:00 p.m.).

I.18. 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 OWNER and TxDOT, if applicable. All citizens along each street will be notified by the CONTRACTOR in advance of construction activities. CONTRACTOR shall submit to the OWNER an acceptable notification media such as door hangers, pamphlets, etc.

I.19. SALVAGE RIGHTS

Old valves, appurtenances of any kind, street paving materials, etc., excavated, removed, or produced during the project by the CONTRACTOR shall be delivered to the OWNER's yard, if desired by the OWNER. If the OWNER desires not to keep these materials, they shall be disposed of properly and according to current laws. CONTRACTOR shall not be entitled to additional compensation for such delivery or disposal.

I.20. DISPOSAL OF EXCAVATED MATERIALS

All excavated materials not used in backfilling will be disposed of by the CONTRACTOR at a site obtained by the CONTRACTOR and approved by the OWNER. Disposal of excavated materials shall be in accordance with all rules and regulations of the Texas Commission on Environmental Quality (TCEQ). Any pieces of material such as broken concrete, asphalt, or pipe measuring twelve (12") inches or larger in any dimension, shall be disposed of by the CONTRACTOR at an approved landfill or as directed by the OWNER. Spoil areas shall be leveled with a motor grader for future mowing. The CONTRACTOR shall include in his bid the cost to dispose of the materials.

All trees, stumps, slashings, brush, or other debris removed from the site prior to construction shall be removed from the property and disposed of in a manner approved by the ENGINEER and OWNER.

I.21. SANITARY FACILITIES

The CONTRACTOR shall provide sufficient chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the ENGINEER and maintenance of same must be satisfactory to the Engineer at all times. CONTRACTOR shall provide a maintenance schedule to the OWNER for approval.

I.22. STAKING FOR CONSTRUCTION

The CONTRACTOR will provide all construction staking services for the project. The cost of these services will be reflected in the unit price amount bid in the proposal.

I.23. EXCAVATION, TRENCHING, AND SHORING

All excavation, trenching, and shoring shall conform to the U.S. Department of Labor, Occupational Safety, and Health Administration Guidelines (Subpart P - Excavation, Trenching, and Shoring). The CONTRACTOR will be required to submit an excavation, trenching, and shoring plan to the ENGINEER for approval prior to construction.

I.24. BUY AMERICAN

CONTRACTOR agrees to comply with any applicable “Buy American” statutes or regulations in effect at the time for performance of the Project.

I.25. BACKFILL AND PAVEMENT REPAIR

Separate payment **WILL NOT** be made for repair of gravel surfaces crossed or damaged by the CONTRACTOR’s work. However, separate payment **WILL** be made for asphaltic (or concrete) pavement repair as bid in the proposal and shown on the plans.

I.26. VIDEO OF CONSTRUCTION AREA

The CONTRACTOR shall provide the OWNER with a video (DVD) showing the construction area in detail prior to construction, to include audio to describe locations.

I.27. TESTING

All concrete work shall be tested by cylinder breaks at an approved testing laboratory. Three (3) standard test cylinders shall be taken during each continuous pour. Costs for these cylinder breaks will be borne by the CONTRACTOR.

Density tests will be taken of the CONTRACTOR’s finished subgrade, each base course lift, and asphalt at 200’ intervals along the length of streets. Costs for the subgrade and base course densities will be per the bid item in the proposal. The cost for the asphalt densities will be borne directly by the CONTRACTOR. Densities by a nuclear density gauge will be accepted for asphalt testing. The cost of retesting cause by failure of initial test will be paid by the CONTRACTOR. Any other materials, testing and batch designs required by these specifications will be paid by the CONTRACTOR.

All testing of materials required under these specifications shall be performed by an approved agency for testing materials. The nomination of the laboratory and the payment for such services shall be made by the CONTRACTOR. The ENGINEER shall approve the laboratory nominated to do the testing of material.

1. Equipment:

- a. As conditions permit, the CONTRACTOR shall furnish all materials, labor, and equipment required for preliminary field-testing of any equipment to be furnished.
- b. Upon completion of the work and prior to final acceptance and payment, all equipment to be furnished shall be tested as specified or required to insure compliance with the Plans and Specifications.
- c. Should the equipment tested either for preliminary or final tests not comply with the requirements as set forth on the plans or in the specifications, the CONTRACTOR shall make the necessary changes and adjustments, or replacements as may be required.

- d. All costs for testing of equipment shall be borne by the CONTRACTOR.
- 2. Concrete:
 - a. Testing and control of concrete to be used in the work shall be done by a commercial laboratory employed and paid for by the CONTRACTOR.
 - b. The CONTRACTOR shall furnish the concrete and concrete materials for such testing at his expense, as provided hereinafter in these specifications.
- 3. HMAC:
 - a. Testing and design of hot mix asphaltic concrete (HMAC) shall be performed by an independent laboratory employed and paid for by the CONTRACTOR.
 - b. The CONTRACTOR shall furnish all labor and materials necessary for such testing at his expense, as provided in these specifications.
 - c. As a minimum, the CONTRACTOR shall perform one (1) sample (three (3) test specimens) for determination of Proctor density and stability and one (1) sample for determination of proportioning of materials. These samples shall be daily during HMAC construction activities.
- 4. Density:
 - a. Testing of subgrade, fill, and/or backfill layers shall be performed by an independent geotechnical testing agency employed and paid for by the CONTRACTOR per the bid item in the proposal.
 - b. The CONTRACTOR shall furnish all labor and materials necessary for such testing at his expense, as provided in these specifications.
 - c. CONTRACTOR shall proceed with subsequent work only after test results for previously completed work comply with requirements.
 - d. All failed tests shall be retested by the CONTRACTOR at the CONTRACTOR's expense.

I.28. QUALITY CONTROL

General:

- 1. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. The CONTRACTOR is solely responsible for maintaining that the quality of work is in accordance with the Contract Documents. The CONTRACTOR shall be responsible for the notification and scheduling required to ensure that a certified technician from the testing laboratory is present during all sampling and testing procedures required in the Contract Documents. The CONTRACTOR shall not proceed with construction work requiring such testing without the presence of the laboratory's certified technician. The OWNER, at his option, may perform additional tests as quality monitoring. Quality monitoring activities of the OWNER and ENGINEER, or failure on the part of the OWNER or ENGINEER to perform tests on constructed works, in no way relieves the

CONTRACTOR of the obligation to perform work and furnish materials conforming to the Contract Documents.

CONTRACTOR's Responsibilities:

1. Control the quality of work produced and verify that the work performed meets the standards of quality established in the Contract Documents.
 - a. Inspect and verify conformance of all materials furnished and work performed, whether by the CONTRACTOR, its subcontractors or its suppliers.
 - b. Provide and pay for the services of a testing laboratory approved by Engineer to insure that products proposed for use fully comply with the Contract Documents.
 - c. Perform tests as indicated in this and other sections of the specifications. Schedule the time and sequence of testing with the OWNER and ENGINEER. Testing is to be observed by the ENGINEER or OWNER.
 - d. Promptly replace any defective materials and/or construction work incorporating defective materials or workmanship.
 - e. Provide Certified Test Reports as required. Reports are to indicate that materials and construction are in compliance with the Contract Documents.
2. Assist the OWNER, and OWNER's testing organization to perform quality monitoring activities.

Quality Monitoring Activities by Engineer:

1. Quality Monitoring activities of the OWNER through their own forces or through contracts with materials testing laboratories and survey crews are for the OWNER's use in monitoring the results of the CONTRACTOR's work and quality control activities, if deemed necessary by the OWNER.
2. The Quality Monitoring activities of the Owner DO NOT relieve the CONTRACTOR of its responsibility to provide testing in accordance with the requirements of the Contract Documents or to provide materials and construction work complying with the Contract Documents.

Submittals:

1. Submittals shall be in accordance with SPECIAL INSTRUCTIONS and shall include:
 - a. The name of the proposed primary and secondary testing laboratories along with documentation of qualifications, a list of tests that can be performed, and a list of the certified laboratory technicians and the licensed engineers who will be performing the sampling and testing for the Construction Work along with their certifications and licenses.
 - b. Test reports per Test Reports Paragraph of this supplementary condition.

Standards:

1. Provide a testing laboratory that complies with the ASTM (American Society of Testing Materials) and/or ACIL (American Council of Independent Laboratories) "Recommended Requirements for Independent Laboratory Qualifications", or other specified testing organizations.
2. Perform tests listed in the specifications.

Delivery and Storage:

1. Handle and protect test specimens of products and construction materials at the construction site in accordance with ASTM or other applicable testing procedures.

Verification Testing:

1. Provide verification testing when tests performed by the OWNER indicate that materials or the results of construction activities are not in conformance with Contract Documents.
2. Verification testing is to be provided at the CONTRACTOR's expense to verify products or constructed works are in compliance after corrections have been made.
3. Tests must comply with recognized methods or with methods recommended by the ENGINEER's testing laboratory and approved by the ENGINEER and OWNER.

Test Reports:

1. Test reports are to be prepared for all tests.
 - a. Tests performed by testing laboratories may be submitted on their standard test report forms. These reports must include the following:
 - i. Name of the OWNER, project title and number, equipment installer and general contractor.
 - ii. Name of the laboratory, address, and telephone number.
 - iii. Name and signature of the certified laboratory personnel performing the sampling and testing.
 - iv. Date and time of sampling, inspection, and testing.
 - v. Date the report was issued.
 - vi. Description of the test performed.
 - vii. Weather conditions and temperature at time of test or sampling.
 - viii. Location at the site or structure where the test was taken.
 - ix. Standard or test procedure used in making the test.
 - x. A description of the results of the test.
 - xi. Statement of compliance or non-compliance with Contract Documents.
 - xii. Interpretations of test results, if appropriate.

2. Distribute copies of the test reports via email to the Owner and Contractor.

Non-Conforming Work:

1. CONTRACTOR shall promptly correct any work that is not in compliance with the Contract Documents and shall immediately notify the ENGINEER and OWNER when the corrective work will be performed.
2. Payment for non-conforming work shall be withheld until such work is corrected or replaced with work complying with the Contract Documents.

I.29. PUMPING, BAILING AND DRAINING

The CONTRACTOR shall immediately remove all surface or seepage water from sewers, drains, ditches, and other sources which may accumulate during the excavation and construction work by providing the necessary underdrains or otherwise and by doing the necessary pumping, bailing or draining. The CONTRACTOR shall have available at all times sufficient equipment in proper working order for doing the work herein required. All water removed from excavations shall be disposed of in an approved manner so as to not create unsanitary conditions nor to interfere unduly with the use of streets, private driveways, or entrances. Pumping, bailing, draining, underdrains, ditches, etc., shall be considered as incidental work and will not be paid for as separate items, but their cost shall be included in the contract prices bid in the Proposal for the various units of excavation measure.

I.30. BARRICADES AND DANGER SIGNALS

Where the work is carried on, in or adjacent to any street, alley, or public place, the CONTRACTOR shall, at his own cost and expense, furnish and erect barricades and/or fences, lights and/or danger signals, and take any other steps necessary, for the protection of persons or property. Barricades shall be painted with a reflectorized paint or scotchlite tape. From sunset to sunrise, the CONTRACTOR shall furnish and maintain lights at each barricade. Barricades shall be erected to endeavor to keep vehicles from being driven on or into any work under construction.

The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project has been accepted by the ENGINEER.

The CONTRACTOR shall meet all applicable local, state, and federal regulations for barricades and danger signals.

I.31. SAFETY

CONTRACTOR shall place the highest priority on health and safety, and shall maintain a safe working environment during performance of the Work. The site shall be considered to be drug and alcohol free and such policy will be strictly enforced. All employees shall adhere to these policies while on site. CONTRACTOR shall comply, and shall secure compliance by its employees, agents, and lower-tier CONTRACTOR's, with all applicable health, safety, and security laws and regulations including, without limitation, federal, state and local laws and regulations, any health and safety plans issued by the ENGINEER as well as all policies and regulations of the OWNER. Compliance with such requirements shall represent the minimum standard required of CONTRACTOR. CONTRACTOR will be performing Work on the OWNER's property.

CONTRACTOR agrees to furnish protective devices and clothing as required by applicable laws, regulations, health and safety plans and OWNER rules and regulations, and to ensure that such devices or clothing are properly used by its employees, agents, lower-tier Contractors and other invitees of CONTRACTOR at the jobsite. Safety protection is required at all times while working onsite including a hardhat and a high visibility, tear-off reflective vest.

I.32. PROJECT MAINTENANCE

The CONTRACTOR shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of his contract. Existing improvements shall at all times be protected by the CONTRACTOR during the construction of the work as specified herein. All such improvements shall be left in a condition equal to that prior to start of construction.

I.33. PROPERTY LINES AND MONUMENTS

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

I.34. OFF-SITE STORAGE

Off-site storage for any materials and equipment not incorporated into the Work but included in the Applications for Payment shall not be allowed.

I.35. CONNECTIONS TO EXISTING FACILITIES

Unless otherwise specified or indicated, the CONTRACTOR shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone and electric. The CONTRACTOR shall give the OWNER or owning utility written notice seven (7) days in advance of making all connections. In each case, the CONTRACTOR shall receive written permission from the OWNER or the owning utility prior to undertaking connections. The CONTRACTOR shall protect facilities against deleterious substances and damage.

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

I.36. CONNECTIONS TO EXISTING PIPELINES

All connections to existing piping shall be made using joints and/or fittings suitable for the conditions encountered. The CONTRACTOR shall field-verify the location, pipe material, and connection requirements of all existing pipe before ordering any new piping to be installed under this contract.

I.37. UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable conditions, the CONTRACTOR shall confine its operations to work which will not be adversely affected by such conditions. No portion of the Work shall be constructed under conditions which would adversely affect the quality or efficiency thereof, unless special means or precautions are taken by the CONTRACTOR to perform the Work in a proper and satisfactory manner. CONTRACTOR shall ensure all roadways are able to be traversed by vehicular traffic during such times.

I.38. DEWATERING

The CONTRACTOR shall at his own expense remove any water that may be encountered during the course of the work, by pumping, well pointing, or other approved methods. The water shall be stored in a storage tank provided by the CONTRACTOR and disposed of in accordance with all applicable State rules and regulations. Newly placed concrete or grout shall be adequately protected from possible damage resulting from groundwater or from handling and disposal of water.

All surface drainage or natural waterways shall be controlled by dikes or ditches without damage to adjacent property or structures and without interference with the right of either public or private owners.

I.39. EXISTING STRUCTURES/EQUIPMENT

Exact dimensions of existing structures, buildings, equipment roads, utility locations, etc. shown on the plans have not been field verified by the ENGINEER. Prior to submittal preparation by the CONTRACTOR, or construction activities as applicable, all dimensions of these existing items shall be verified by the CONTRACTOR in the field. It shall be the CONTRACTOR's responsibility to field verify all field dimensions.

I.40. PERMITS, CERTIFICATES, LAWS AND ORDINANCES

The CONTRACTOR shall, at his own expense, procure any and all permits, certificates and licenses required of him by law for the execution of his work. The OWNER will furnish

permits from the Texas Department of Highways and Public Transportation and railroad companies for crossing their properties with utility extensions if such are required.

I.41. MANUFACTURER'S CERTIFICATES

All manufacturers' certificates required herein are to be furnished by the CONTRACTOR at his own expense.

I.42. DETAIL PLANS

Detail plans for construction are not provided. The City's standard details are applicable to all work within this contract.

I.43. TREE DAMAGES

The protection of existing trees within the right-of-way and on private property is the essence of the contract. For each tree that any work shall damage or destroy, the amount per tree shall be \$500.00. This will be deducted from the monies due the CONTRACTOR, not as a penalty but as liquidated damages. In addition the CONTRACTOR shall replace the tree with a caliper-inch to caliper-inch replacement.

This sum of money thus deducted for such failure to protect the trees 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.

I.44. MATERIALS

The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

I.45. COPIES OF PLANS AND SPECIFICATIONS

Electronic copies of the Plans and the Specifications shall be furnished to the CONTRACTOR, without charge, for construction purposes. Additional copies may be obtained from the ENGINEER at actual reproduction cost.

I.46. MATERIALS AND WORKMANSHIP

The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

No material which has been used by the CONTRACTOR for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the ENGINEER.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product or another manufacturer, but

rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the ENGINEER, to the article or process specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions are used in the specifications, the material, manufactured article or process specifically designated shall be used unless a substitute shall be approved in writing by the ENGINEER, and the ENGINEER shall have the right to require the use of such specifically designated material, article or process.

The CONTRACTOR should note that his bid will be based on the material, manufactured article or process specifically designated in the specifications.

I.47. ABBREVIATIONS

Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

A.A.S.H.O.	American Association of State Highway Officials	In. or "	Inch or Inches
A.S.T.M.	American Society for Testing Materials	Lin.	Linear
A.W.W.A.	American Water Works Association	Lb.	Pound
Asph.	Asphalt	M.H.	Manhole
Ave.	Avenue	Max.	Maximum
Blvd.	Boulevard	Min.	Minimum
D.I.	Ductile Iron	Mono.	Monolithic
C.L.	Centerline	No.	Number
C.O.	Cleanout	%	Percent
Conc.	Concrete	P.S.I.	Pounds per square inch
Cond.	Conduit	P.V.C.	Polyvinyl Chloride
Corr.	Corrugated	Reinf.	Reinforced
Cu.	Cubic	Rem.	Remove
Culv.	Culvert	Rep.	Replace
Dia.	Diameter	R/W. or	
Dr.	Drive or Driveway	ROW	Right-of-Way
Elev.	Elevation	Sani.	Sanitary
F.	Fahrenheit	Sq.	Square
Ft. or '	Foot or Feet	Std.	Standard
Gal.	Gallon	St.	Street or Storm
		Str.	Strength
		Vol.	Volume
		Yd.	Yard

In reference to such abbreviations as A.S.T.M., A.W.W.A., etc. where a specification number is referred to, the latest revision of said specification shall apply.

I.48. REFERENCE SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by other agencies, organizations, or departments, such reference is made for expediency and standardization from the material suppliers' point of view, and such specifications referred to are hereby made a part of these specifications.

Whenever reference is made to the furnishing of materials or testing thereof to conform to the Standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard, and such standards are made a part hereof to the extent which is indicated or intended.

The following are names and abbreviations of such groups:

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AGMA	American Gear Manufacturers Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASCE	American Society of Civil Engineers
ASA	American Standards Association
ASHE	American Society of Heating & Ventilating Engineers
ASTM	American Society for Testing Materials
ASME	American Society of Mechanical Engineers
AWSC	American Welding Society Code
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
FED. SPEC.	Federal Specification
NAVY SPEC.	Navy Department Specification
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
SAE	Society of Automotive Engineers Standards
SHBI	Steel Heating Boiler Institute
U.L., INC.	Underwriters' Laboratories, Incorporated

Where no reference is made to a code, standard, or specification, the Standard Specifications of the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

I.49. INCIDENTAL ITEMS

CONTRACTORS are especially notified that no incidental items of work will be paid for unless there appears an item in the proposal for such work. It must be strictly understood that the prices bid are for complete and acceptable work.

I.50. PUBLIC UTILITIES AND OTHER PROPERTY

In case it is necessary to change or move the property of OWNER or of a public utility, such property shall not be moved or interfered with until ordered to do so by the ENGINEER and OWNER. The right is reserved to the ENGINEER of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this contract.

I.51. USE OF EXPLOSIVES

Use of explosives will not be allowed.

I.52. MANUFACTURED PRODUCTS

All equipment of standard manufacture specified herein shall be the manufacturer's latest and proven design. Specifications and drawings call attention to certain features but do not purport to cover all details entering into the design of the products or systems. The completed product or system shall be compatible with the functions required and the equipment furnished by the CONTRACTOR.

I.53. TOOLS AND ACCESSORIES

The CONTRACTOR shall, unless otherwise stated in the detailed specifications, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment.

Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Spare parts shall be furnished as specified in the specific provisions or contract items.

Each piece of equipment shall be provided with a substantial name plate securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, and principal rating data.

I.54. REFERENCE STANDARDS

Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual

code, or laws or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code, (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, CONTRACTOR, or ENGINEER, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER and OWNER, or any of the their consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

I.55. PUBLIC UTILITIES AND OTHER PROPERTY

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

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

If, after field verification, it is necessary to change or move the property of a property owner or of a public utility, seven (7) days notice shall be given before such change, and such property shall not be moved or interfered with until authorized by the property owner or the utility company. The right is reserved to the property owner or public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of this contract.

I.56. POLLUTION CONTROL

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

I.57. CONTRACTOR'S WARRANTY OF TITLE

CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

I.58. CONSTRUCTION IN PUBLIC ROADS

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

The CONTRACTOR shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their drive-ins or entrances, and the CONTRACTOR shall provide temporary ingress to entrance drives where necessary. The CONTRACTOR shall be responsible for all road and entrance reconstruction and repairs and maintenance for same for a period of one year from the date of acceptance of the project.

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

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

I.59. PRELIMINARY FIELD TESTS

As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this contract which does not comply with the requirements of the contract documents, the CONTRACTOR shall, prior to the acceptance tests, make all changes, adjustments, and replacements required.

Equipment which is subject to a "start-up" will be paid at ninety-five percent (95%) of the schedule of values amount, less retainage, when construction of the equipment is complete. The remaining five percent (5%) will be paid when the equipment is placed in service. Retainage will be released as per the Final Payment terms.

I.60. FINAL FIELD TESTS

Upon completion of the work and prior to final payment, all items installed under this

contract shall be subjected to acceptance tests as specified or required to comply with the contract documents.

The CONTRACTOR shall furnish labor, fuel, energy, water, and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the OWNER.

I.61. FENCES, IMPROVEMENTS, AND DRAINAGE CHANNELS

Fences or other improvements removed to permit construction shall be replaced in the same location and left in a condition as good as, or better, than that in which they were found. There shall be no separate pay item for fences removed or damaged beyond the limits shown in the plans.

Temporary fencing for maintenance of site security shall be provided by the CONTRACTOR at his expense. Temporary fencing, with gates, to restrain livestock shall be provided through areas where livestock are pastured, unless the CONTRACTOR makes satisfactory arrangements with the land owner and/or tenant. The temporary fence shall be installed on the easement lines and shall be removed after the trench has been backfilled.

Where surface drainage channels or drainage structures are disturbed or altered during construction, they shall be restored to their original condition of grade and cross section as soon as possible.

Temporary channels required to provide adequate drainage during construction shall be provided and maintained by the CONTRACTOR. No separate payment shall be allowed.

I.62. DUST CONTROL

CONTRACTOR shall take responsible measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practical to prevent blowing. Dust control shall be provided on all days within the contract period regardless of work taking place or not. CONTRACTOR shall allow at least four times per day as required. No separate pay shall be provided.

Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels or similar equipment, shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

I.63. ENVIRONMENTAL PROTECTION REQUIREMENTS

The CONTRACTOR shall provide and maintain, during the life of the contract, environmental protection as defined herein:

1. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice.

2. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project.
3. Comply with Federal, State, and local regulations pertaining to the environment, including water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution. Obtain all construction and disposal permits as required.

I.64. ENVIRONMENTAL PROTECTION PLAN

All of the CONTRACTOR's employees shall be trained on the site Environmental Protection Plan requirements. The CONTRACTOR shall meet all requirements of the OWNER's Environmental Protection Plan described herein.

1. Land Resources: Except in areas to be cleared, DO NOT remove, cut, deface, injure, or destroy trees or shrubs without the OWNER's permission. DO NOT fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the OWNER. Where such use of attached ropes, cables, or guys is authorized, the CONTRACTOR shall be responsible for any resultant damage.
2. Replacement: Trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain OWNER approval before replacement.
3. Oily and Hazardous Substances: Prevent oil or hazardous substances from entering the ground, drainage areas, or navigable waters. In accordance with 40 CFR §112, surround all temporary fuel oil or petroleum storage tanks with a temporary berm or containment of sufficient size and strength to contain the contents of the tanks, plus ten percent (10%) freeboard for precipitation. The berm shall be impervious to oil for seventy-two (72) hours and be constructed so that any discharge will not permeate, drain, infiltrate, or otherwise escape before cleanup occurs.
4. Storm Water Drainage: There shall be no discharge of excavation groundwater to the sanitary sewer, storm drains, or to drainage ditches without prior specific authorization by required regulatory agencies and OWNER in writing. Discharge of hazardous substances will not be permitted under any circumstances. Construction site runoff shall be prevented from entering any storm drain or the drainage ditch directly by the use of straw bales or other method suitable to the ENGINEER. CONTRACTOR shall provide erosion protection of the surrounding soils. CONTRACTOR shall be responsible for payment and receipt of a stormwater permit if necessary. CONTRACTOR shall maintain stormwater controls of said permit per state, local agencies or ENGINEER and OWNER.
5. Fish and Wildlife Resources: DO NOT disturb fish and wildlife. DO NOT alter water flows or otherwise significantly disturb the native habitat adjacent to the

project and critical to the survival of fish and wildlife, except as indicated or specified.

6. Burn-off: Burn-off of the ground cover is not permitted.
7. Protection of Erodible Soils: Immediately finish the earthwork brought to a final grade, as indicated or specified. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.
8. Temporary Protection of Erodible Soils: Use the following methods to prevent erosion and control sedimentation:
 - a. Mechanical Retardation and Control of Runoff: Mechanically retard and control the rate of runoff from the construction site. This includes construction of diversion ditches, benches, berms, and use of silt fences and straw bales to retard and divert runoff to protected drainage courses.
 - b. Vegetation and Mulch: Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydro-seeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.
 - c. Provide new seeding where ground is disturbed. Include topsoil or nutrients during the seeding operation necessary to establish a suitable stand of grass.
9. Control And Disposal Of Solid Wastes: Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, leave the areas clean. Remove all solid waste (including non-hazardous debris) from the property and dispose off-site at an approved landfill. Solid waste disposal off-site must comply with most stringent local, State, and Federal requirements including 40 CFR §241, 40 CFR §243, and 40 CFR §258.
10. Dust Control: Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will not be permitted.
11. Noise: Make the maximum use of low-noise emission products, as certified by the EPA. Confine soil placement operations to the period between 7 A.M. and 5 P.M., Monday through Friday, exclusive of holidays, unless otherwise specified.
12. Spill Control: In the event of a spill or release of a hazardous substance (as designated in 40 CFR §302), pollutant, contaminant, or oil (as governed by the Oil Pollution Act (OPA), 33 U.S.C. 2701 et seq.), the CONTRACTOR shall notify the OWNER immediately. Immediate containment actions shall be taken to

minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local regulations. As directed by the OWNER, additional sampling and testing shall be performed to verify spills have been cleaned up. Spill cleanup and testing shall be done at no additional cost to the OWNER.

13. Spill Response Materials:

- a. The CONTRACTOR shall provide appropriate spill response materials including, but not limited to the following: containers, adsorbents, shovels, and personal protective equipment. Spill response materials shall be available at all times when contaminated materials/wastes are being handled or transported. Spill response materials shall be compatible with the type of materials and contaminants being handled.
- b. Within five days after the award of contract, the CONTRACTOR shall meet with the OWNER to discuss the project and verify a mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.
- c. The ENGINEER must receive from the CONTRACTOR a letter signed by an officer of the firm appointing a project Environmental Manager and stating that he/she is responsible for managing and implementing the Environmental Program as described in this contract. The Environmental Manager must have authority to direct the removal and replacement of non-conforming work, and the letter shall include a statement of this authority.

I.65. Prohibition On Investment In Companies That Boycott Israel

Texas Government Code, Chapter 2270.002 states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Bidder must complete the form certifying that they are in compliance with these requirements. Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

- a) "Boycott Israel" has the meaning assigned by Section 808.001.
- b) "Company" has the meaning assigned by Section 808.001.
- c) "Government entity" has the meaning assigned by Texas Government Code, Section 2251.001.

I.66. Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization

Texas Government Code, Chapter 2252.152 states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Bidder must complete the form

certifying that they are in compliance with these requirements. Prohibition on contracts with certain companies per Texas Government Code, Chapter 2252.151, Definitions:

- d) "Boycott Israel" has the meaning assigned by Section 808.001.
- e) "Company" has the meaning assigned by Section 808.001.
- f) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C Section 1189.
- g) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code 2254.
- h) "Government entity" has the meaning assigned by Texas Government Code, Section 2252.001.

BID FORM

CITY OF SEGUIN – FY 2025 PUBLIC SIDEWALK REPAIRS

AF2025-34

Rev. February 14, 2025

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

**ASHLEY BRUNS
PURCHASING MANAGER
CITY OF SEGUIN
211 N RIVER STREET
SEGUIN, TX 78155**

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
Addendum# 1	02/14/2025
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE–PUBLIC SIDEWALK REPAIRS					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
500-6001	MOBILIZATION	LS	1	\$7,850.00	\$7,850.00
100-6001	Preparing ROW	AC	0.50	\$8,510.00	\$4,255.00
104-6036	REMOVING CONC (SIDEWALKS OR RAMPS)	SY	84	\$46.00	\$3,864.00
105-7003	REMOVING EXISTING DRIVEWAYS	SY	125	\$46.00	\$5,750.00
341-7048	D-GR HMA TY-D PG70-22	TON	2	\$1,150.00	\$2,300.00
529-6002	CONC CURB (TY II) (INCLUDING REMOVAL AND REPLACEMENT)	LF	40	\$40.00	\$1,600.00
529-6008	CONC CURB AND GUTTER (TY II) (INCLUDING REMOVAL AND REPLACEMENT)	LF	17	\$55.00	\$935.00
531-6001	CONCRETE SIDEWALKS (4")	SY	1,160	\$55.00	\$63,800.00
531-6004	CURB RAMPS (TY 1)	EA	8	\$1,250.00	\$10,000.00
531-6013	CURB RAMPS (TY 10)	EA	2	\$1,250.00	\$2,500.00
560-7012	RELOCATING MAIL CLUSTERS	EA	2	\$1,450.00	\$2,900.00
000-0001	SIDEWALK BRIDGE	LF	10	\$1,300.00	\$13,000.00
464-6005	RC PIPE (CL III) (24 IN)	LF	20	\$275.00	\$5,500.00
530-6004	CONCRETE DRIVEWAYS	SY	125	\$85.00	\$10,625.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3	\$1,750.00	\$5,250.00
000-0002	PEDESTRIAN HANDRAIL – TYPE E OR F	LF	20	\$200.00	\$4,000.00
Total of All Base Bid Items					\$44,129.00

ADDITIVE ALTERNATE NO. 1 – S. GUADALUPE STREET AND W. LIVE OAK STREET					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
100-6001	PREPARING ROW	AC	0.10	\$2,500.00	\$250.00
105-7003	REMOVING EXISTING DRIVEWAYS	SY	140	\$46.00	\$6,440.00
531-6001	CONCRETE SIDEWALKS (4")	SY	282	\$55.00	\$15,510.00
531-6004	CURB RAMPS (TY 1)	EA	3	\$1,250.00	\$3,750.00
530-6004	CONCRETE DRIVEWAYS	SY	140	\$85.00	\$11,900.00
341-7048	D-GR HMA TY-D PG70-22	TON	5	\$460.00	\$2,300.00
110-6001	EXCAVATION (ROADWAY)	CY	400	\$55.00	\$22,000.00
Total of Additive Alternate No. 1					\$ 62,150.00
Total of All Base Bid Items and Additive Alternate No. 1					\$ 206,279.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be complete in accordance with Article 2 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Project References;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Required Bidder Qualification Statement with supporting data;
 - E. Form 1295 – Certificate of Interested Parties (Bidder must complete the form online at www.ethics.state.tx.us/File); and
 - F. Prohibition on Contracts with Companies Boycotting Israel.
 - G. Prohibition on Contracting With A Company Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

ARTICLE 8 – DEFINED TERMS

- 8.01 Unless otherwise specified herein, the terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
- 8.02 The terms “Bidders”, “Respondents”, “Proposers”, and “Offerors” and their associated word forms are used interchangeably to mean firms who participate in this RFCSP process.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

C-3 Environmental Specialties, LP

By:

[Signature]

[Printed name] Dustin Pratt

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title: Vice President

Submittal Date: 2/25/2025

Address for giving notices:

C-3 Environmental Specialties, LP

13730 Interstate 10 East

Converse, Texas 78109

Telephone Number: 210-653-7801

Fax Number: 210-650-3306

Contact Name and e-mail address: Dustin Pratt

dpratt@c3environmental.com

Bidder's License No.:
(where applicable)

ASSURANCES

- The Undersigned certifies that pursuant to Section 2270.002 of the Texas Government Code, the vendor /supplier certifies that the company does not boycott Israel and will not do so at any time while doing business with the City of Seguin.
- The Undersigned certifies that pursuant to S.B 19, Bidder does not boycott energy companies and will not boycott energy companies during the term of the contract.
- The Undersigned certifies that pursuant to S.B. 13, Bidder does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

C-3 Environmental Specialties, LP

Company Name

13730 Interstate 10 East

Address

Converse, Texas 78109

City, State, Zip Code

210-653-7801

Phone No.



Authorized Signature

Dustin Pratt

Printed Name

Vice President

Title

2/25/2025

Date

Email Address: dpratt@c3environmental.com

<p style="text-align: center;">SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
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Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Mary Gainer, Doug Dunlap, Jr., Dana Michaelis, Martin R. Williams, Dane R. Wilhelm

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 4th day of February, 2025.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

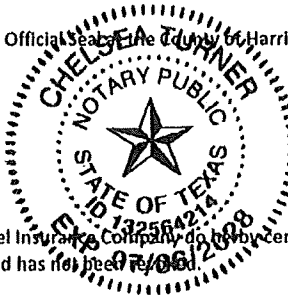
By:

Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 4th day of February, 2025 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the Individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the County of Harris, the day and year first above written.



By:

Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 24th day of February, 2025.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Andrew Marquis, Assistant Secretary



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we C-3 Environmental Specialties LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Seguin as obligee, hereinafter called the Obligee, in the sum of Five percent of the greatest amount bid Percent (5% GAB%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for FY 2025 Public Sidewalk Repairs, Bid # AF-2025-34.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 24th day of February, 2025.

C-3 Environmental Specialties LP
(Principal)

BY: 

TITLE: VICE PRESIDENT

SureTec Insurance Company

BY: 

Dana Michaelis, Attorney-in-Fact

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

GENERAL CONDITIONS OF AGREEMENT

1. DEFINITION OF TERMS

- 1.01. **CONTRACT DOCUMENTS.** The Contract Documents shall consist of all documents that are a part of this bid package, as well as all documents referenced by URL or website address within this bid package. Such Contract Documents may include, but are not limited to the Notice to Contractors (Advertisement), Instructions to Bidders, Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement, Minority Business Utilization Requirements (when required), 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, General Conditions of Agreement, General Conditions of Bidding, Notice to Contractors, Technical Specifications and Plans. All work performed by Contractor pursuant to the Contract Documents shall herein be referred to as the "WORK".

- 1.02. **SUBCONTRACTOR.** The term Subcontractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- 1.03. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- 1.04. **WORK NOTICE.** The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kinds and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.
- 1.05. **WORKING DAY.** A "Working Day" is defined as any day the weather or other conditions, not under the control of the contractor, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Saturdays, Sundays and legal holidays may be excluded if no work is performed.
- 1.06. **CALENDAR DAY.** "Calendar Day" is any day of the week or month, no days being excepted.
- 1.07. **SUBSTANTIALLY COMPLETED.** By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its

intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE CONTRACTOR

- 2.01. **CONTRACTOR'S DUTY AND SUPERINTENDENCE.** The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements.

The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and his property or any other persons as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the OWNER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularly the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

The CONTRACTOR shall be responsible for all materials delivered to him for all parts of the work, including that which has been partially paid for, until final acceptance of the entire work, and shall be liable for all losses or damages thereto which may occur during the progress of construction and before final acceptance. The CONTRACTOR shall be required to make good at his own cost any loss, injury or damage which the said materials or work may sustain from any source or cause whatsoever before final acceptance thereof.

- 2.02. **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 2.03. **CHARACTER OF WORKMEN.** The CONTRACTOR agrees to employ only orderly and competent agents, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the OWNER shall inform him in writing that agent(s) on

the work are, in CONTRACTOR'S opinion, incompetent, unfaithful or disorderly, such agent(s) shall be discharged from the work and shall not again be employed on the work without the Owner's written consent.

- 2.04. **CHANGES AND ALTERATIONS.** The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work. If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 3.01. **RIGHT OF ENTRY.** The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agents or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.
- 3.02. **COLLATERAL CONTRACTS.** The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.
- 3.03. **DISCREPANCIES AND OMISSIONS.** It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the OWNER shall define which is intended to apply to the work.
- 3.04. **EQUIPMENT, MATERIALS AND CONSTRUCTION PLANS.** The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.
- 3.05. **PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.** The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and other on or near the work and shall comply with all applicable provisions of federal, state and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with federal, state, or municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

All permits for securing materials, storage space for materials, plant sites, material yards, camp sites, right to pass upon private property and all such other permits and licenses as he shall desire, or which are necessary for the proper execution of the work, must be secured by the CONTRACTOR at his expense.

- 3.06. **PERFORMANCE AND PAYMENT BONDS.** Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the contract, and it is agreed that this Contract

shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER. Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal. A Performance Bond is required for projects \$100,000 or greater and Payment Bonds are required for projects \$50,000 or greater.

- 3.07. LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.
- 3.08. PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR is required to replace or repair, if necessary, any portion of pavement or structure adjoining his work which may have suffered through his operations, and all adjacent paving or other structures shall be left in a satisfactory and workmanlike condition, at least equal to that existing before the CONTRACTOR hereunder started his work. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract.
- 3.09. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND SUPPLIERS OF MACHINERY, EQUIPMENT AND SUPPLIES. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived, if the CONTRACTOR fails to do so, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his surety.
- 3.10. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall

defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

- 3.11. LAWS AND ORDINANCE. The CONTRACTOR shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such laws, ordinances and regulations, whether by the CONTRACTOR or his employees. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising there from.
- 3.12. ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and he will not assign by Power of Attorney, or otherwise, or sublet said contract, and that no part or feature of the work will be sublet to anyone objectionable to the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.
- 3.13. INDEMNIFICATION. THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE OWNER FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, AND DAMAGES OF EVERY KIND, FOR INJURY TO OR DEATH OF ANY PERSON AND DAMAGES TO PROPERTY ARISING OUT OF THE CONSTRUCTION OF SAID IMPROVEMENTS OR THE OPERATIONS EMBRACED BY THIS CONTRACT AND INCLUDING ACTS OR OMISSIONS OF THE OWNER IN CONNECTION WITH SAID CONSTRUCTION.
- 3.14. CASUALTY INSURANCE. The CONTRACTOR shall, within one week after signing the contract and before any work shall start, furnish the owner with certificates of insurance satisfactory to the owner indicating the existence of the coverages noted in Attachment A.

4. PROSECUTION OF WORK

- 4.01. TIME AND ORDER OF COMPLETION. The CONTRACTOR shall commence work within ten (10) days after order to proceed and shall prosecute the work systematically and energetically so that all of his work will be completed within the contract time.
- 4.02. HINDRANCES AND DELAYS. For delays occasioned by any act, neglect or default of the OWNER, the OWNER shall not be held liable for damages on account thereof, but an extension of time shall be granted to the CONTRACTOR for the completion of this contract, equivalent to the delays so caused.
- 4.03. EXTENSION OF TIME. Additional time shall be allowed the CONTRACTOR for events of Force Majeure, as defined in this bid package. Claims for additional time shall be presented to the OWNER at the end of each month covering delays during that month. Claims not so timely presented will not be considered.

5. MEASUREMENT AND PAYMENT

- 5.01. **QUANTITIES AND MEASUREMENTS.** No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.
- 5.02. **ESTIMATED QUANTITIES.** This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract, and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

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

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement.

- 5.03. **PRICE OF WORK.** In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract.

Payment for all unit priced items shall be at the applicable contract unit prices shown in the Proposal and measured in accordance with the specifications for the payment item. However, payment under a lump sum contract shall be due, only upon completion of all work contemplated by this Agreement and the acceptance of same by the OWNER, and nothing herein shall be construed as entitling the CONTRACTOR to an earlier payment, either partial or total.

The CONTRACTOR hereby agrees to receive such prices in full for furnishing all labor required for the aforesaid work, also for all expenses incurred by him, and for well and truly performing the

same and the whole thereof in the manner and according to this Agreement.

- 5.04. **PARTIAL PAYMENTS.** On or before the 5th day of each month, the CONTRACTOR shall prepare and submit to the OWNER for approval or modification, a statement showing as completely as practicable the total value of the work done by the CONTRACTOR and sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement less 5 percent of the amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR shall receive payment of the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

- 5.05. **USE OF COMPLETED PORTIONS.** The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the OWNER may determine.
- 5.06. **FINAL COMPLETION AND ACCEPTANCE.** Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed or substantially completed, the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, OWNER shall pay to the CONTRACTOR, on or after the 30th day and before the 35th day after the date of completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR.
- 5.07. **PARTIAL ACCEPTANCE.** The OWNER may at any time request CONTRACTOR in writing to permit OWNER to beneficially occupy such part of the WORK which OWNER believes to be ready for intended use. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER OF RECORD that said part of the WORK is substantially complete and request the ENGINEER OF RECORD to issue an Acceptance Letter, for only part of the WORK. Warranties as provided under Article 5.08 on that part of the WORK beneficially occupied by OWNER will commence upon issuance of the Partial Acceptance Letter.
- 5.08. **WARRANTY.** During a period of twenty-four (24) months from and after the date of the Acceptance Letter or Partial Acceptance Letter, the CONTRACTOR shall make all needed repairs arising out of defective workmanship or materials, or both, which in the judgement of the OWNER shall become necessary during such period. Warranty under this section shall include any WORK performed by CONTRACTOR for the benefit of landowners along the alignment of temporary and permanent easement.

5.09. PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.10. COMPLETION OF WORK ON TIME. The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, because it is difficult to estimate the loss of potential customers, the impact on the existing utility infrastructure, and the operational impacts of delays, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in this Agreement, after due allowance for any extension of time to which the parties might agree, in writing, or which may be credited under the terms of this Contract, the City may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum of \$ [REDACTED] per calendar day. The Parties agree that this amount is a reasonable estimate of the daily cost for the Design Engineer's project personnel, with an increase to account for the City's estimated costs rounded to the nearest hundred dollars.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than [REDACTED] calendar days. This separate time period shall be for completion of the Punch List, as set forth herein. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to Liquidated Damages under this Section as well as any remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth herein regarding Default of Contract.

In addition to exercising its rights and remedies under this Agreement, the City may also exercise any remedy that may be available to it under the law or in equity.

6. ABANDONMENT OF CONTRACT

- 6.01. ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or if the CONTRACTOR fails to comply with the orders of the OWNER when such orders are consistent with the contract documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

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

6.01.2. The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the surety shall be and remain bound therefor.

When the work shall have been substantially completed, the CONTRACTOR and his Surety shall be so notified. A complete itemized statement of the contract accounts shall then be prepared and delivered to the CONTRACTOR and his Surety and the CONTRACTOR and/or his Surety shall pay the balance due as reflected by said statement within fifteen (15) days.

When the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or

his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at public sale, with public notice. The OWNER shall release any machinery, equipment, tools, materials or supplies which on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

- 6.02. ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work and may remove therefrom all machinery, tools and equipment and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been brought into the work. And thereupon the OWNER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair, equitable price, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized.

7. SUPPLEMENTARY CONDITIONS

- 7.01. **CLEAN-UP.** The Contractor shall at all times keep the premises and public streets free from an accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his waste and excess material, rubbish and equipment so as to leave the work and the premises neat and clean and ready for the purpose for which they were intended.
- 7.02. **SITE CONDITION.** The Contractor shall repair or replace, if necessary, to the owners satisfaction any damage to the work site, the adjacent areas, the access areas to the work site and to any elements within these areas that may have suffered damage as a result of the contractors or any of the subcontractors operations. The contractor shall leave these areas in a satisfactory and workman like condition, at least equal to that existing before the contractor hereunder started his work.
- 7.03. **AGREEMENT (ATTACHED)**
- 7.04. **BID BOND (ATTACHED)**
- 7.05. **PERFORMANCE BOND (ATTACHED)**
- 7.06. **PAYMENT BOND (ATTACHED)**

**SECTION 01010
SUMMARY OF WORK**

PART 1 – GENERAL:

1.01 DESCRIPTION OF WORK:

- A. The work proposed in this contract includes, but is not limited to:
 - 1. The demolition and removal of sidewalks, driveways, curbs and curb ramps. Installation of concrete pavement for sidewalks, driveways, sidewalk bridge and ADA curb ramps.
 - 2. Associated traffic control and safety protocol required by local, state, or federal regulations.
- B. The CONTRACTOR shall include in his Bid Proposal all labor, equipment, material, tools, supplies, and incidentals necessary to complete all work required by this Contract in accordance with the included plans, specifications and referenced documents.
- C. All work done under this Contract shall conform to all local ordinances. CONTRACTOR shall arrange and pay all cost of permits and inspection fees and shall confine his operations to the limits set by law.
- D. The CONTRACTOR shall avoid damage to mature trees and native brush and shall replace any vegetation, which requires removal with equivalent vegetation.
- E. It is the intent of the OWNER to award this project to one CONTRACTOR.
- F. Portions of this project may be subject to review and acceptance by various agencies. The CONTRACTOR will be required to coordinate with these agencies for such items as issuance of permits or work orders, inspections during construction, and final acceptance. The agencies for this project that may require coordination include but are not limited to the following:
 - 1. City of Seguin Public Works Department
- G. Contract time for this project shall be **90** calendar days.

1.02 EXISTING CONDITIONS:

- A. Locate and protect all existing utilities impacted by this project. Those affected by this project include as a minimum:
 - 1. Springs Hill WSC
 - 2. GVEC
 - 3. AT&T Telephone
 - 4. CenterPoint Energy
 - 5. Spectrum Cable
 - 6. CPS
 - 7. GBRA

1.03 WORK SEQUENCE:

- A. Construct work in stages to provide proper coordination with work by others. Coordinate the construction schedule and operations with the OWNER's representative.

Construction activities involved in the phasing outlined below may be performed concurrently as long as the steps in each phase are performed as stipulated.

PUBLIC SIDEWALK REPAIRS

PHASE 1

Contractor shall make all required submittals, and, upon approval, order materials required. Mobilize to the site. Traffic control measures to be set prior to construction.

PHASE 2

Contractor shall demolish and construct concrete sidewalks and ADA curb ramps.

PHASE 3

Contractor to perform any required cleanup and demolition as required.

1.04 CONTRACTOR'S USE OF PREMISES:

- A. CONTRACTOR shall limit his use of the premises for Work and for storage, to allow for work by other contractors and/or maintenance.
- B. Coordinate use of premises under direction of OWNER
- C. Contractor assumes full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products, under CONTRACTOR's control, which interfere with operations of the OWNER or separate contractor.
- E. Contractor to obtain and pay for the use of additional storage or work areas needed for operations.

END OF SECTION

SPECIAL INSTRUCTIONS

SI.1. TRAFFIC CONTROL

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, ENGINEER, and TxDOT** (if applicable). Warning devices shall be as required in the Texas Manual on Uniform Traffic Control Devices. Construction shall be scheduled to cause the least amount of disruption to traffic. All work scheduling shall be coordinated with the City or County staff, and be approved by the City or County staff before work can proceed. **No separate payment** will be made for traffic control required to be added to the project to address health and safety issues.

Traffic Control plans shall be presented to TxDOT for review and approval by the CONTRACTOR and may not cover all specific construction means and methods proposed by the CONTRACTOR. Alternate plans may be presented for approval by the OWNER and ENGINEER by the CONTRACTOR. All plans shall be sealed by a professional engineer registered in the State of Texas. The OWNER or ENGINEER may require additional warning devices be installed at any time on the project to address health and safety issues at no additional cost to the OWNER.

SI.2. STAKING FOR CONSTRUCTION

The CONTRACTOR will provide all construction staking services for the project. The cost of these services will be reflected in the unit price amount bid in the proposal. **No separate payment will be made.**

SI.3. OFFICE AT SITE OF WORK

1. During the performance of this contract, CONTRACTOR shall maintain a suitable office at the project site. The office shall be the headquarters of his representative authorized to receive drawings, instructions, or other communication or articles. Any communication given to the said representative or delivered at CONTRACTOR's office at the site of the work in his absence shall be deemed to have been delivered to CONTRACTOR.
2. Copies of the Drawings, Specifications, and other Contract Documents shall be kept at CONTRACTOR's office at the site of the work and available for use at all times.
3. CONTRACTOR shall provide all power for heating, lighting, operation of CONTRACTOR's plant or equipment, or for any other use by CONTRACTOR. Temporary heat, lighting and air conditioning shall be maintained until the work is accepted. CONTRACTOR shall work with the OWNER to establish temporary power to the site, however all costs required shall be borne by the

CONTRACTOR.

4. CONTRACTOR shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.
5. No claim shall be made against ENGINEER or OWNER by reason of any act of an employee or trespasser.
6. CONTRACTOR shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required, to avoid any need for parking personal vehicles where they may interfere with public traffic, OWNER's operations, or construction activities.
7. CONTRACTOR shall provide suitable working space for ENGINEER or Owner's representative within office. Room shall be at least 200 square feet of the floor space, either adjacent to or partitioned off from CONTRACTOR'S office. The office shall be provided with an outside entrance door with a substantial lock; glazed windows suitable for light and ventilation; and adequate heating, air conditioning, electrical, and lighting facilities. The office shall be equipped with a suitable desk, two chairs, plan rack, four-drawer file cabinet, a work table, and a garbage can. The general arrangement of the office and facilities provided shall be acceptable to the ENGINEER and OWNER.

SI.4. WATER

Water required for water jetting, flooding, testing and construction will be provided by OWNER at no cost to the CONTRACTOR. The CONTRACTOR shall provide temporary water piping, valves, transportation, etc. to the project location as required.

SI.5. POWER FOR CONSTRUCTION

The electrical service to the site will be provided by the CONTRACTOR. The CONTRACTOR shall furnish and install all necessary temporary wiring, and furnish and install area distribution boxes so located that the individual trades may use their own construction type extension cords to obtain adequate power and artificial lighting at all points where required by inspectors and for safety. All necessary permits shall be acquired by the CONTRACTOR.

SI.6. CONSTRUCTION ORDER

The CONTRACTOR shall complete the various projects in order of priority (Item 1. being highest priority), as follows:

1. Sidewalk Repairs

Each consecutive priority item shall be completed as soon as possible. This is not to preclude work on lesser priority items if there are long lead delivery requirements on materials for the higher priority items. However, as materials become available, the higher priority item shall be completed first.

SI.7. SUBMITTAL DATA

Submittal Procedure:

1. The CONTRACTOR shall furnish Submittals for any and all such parts of the work and equipment as set forth in the specifications and indicated on the plans. The procedures for review of the submittals shall be as follows:
 - a. The CONTRACTOR shall submit to the ENGINEER for his review prints of drawings. The submitted prints shall be accompanied by a letter of transmittal, in duplicate of drawings, titles, and other requirements. The letter of transmittal shall be of the form supplied by or approved by the ENGINEER. If advance approval is obtained by OWNER and ENGINEER, electronic submission of certain submittals may be acceptable.
 - b. When a drawing is satisfactory to the ENGINEER, the number of prints the CONTRACTOR desires returned to him will be stamped or marked, "No Exceptions Taken" or "Make Corrections Noted", will be dated, and will be returned to the CONTRACTOR by letter.
 - c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", or "Rejected", and will return one copy thereof to the CONTRACTOR with the necessary corrections and changes indicated. The CONTRACTOR must make such corrections and changes, and again submit prints of the drawings for approval. The CONTRACTOR shall revise and resubmit the working drawings, as required by the ENGINEER, until satisfactory review thereof is obtained.
 - d. The CONTRACTOR shall allow sufficient time for preliminary review, correction, and resubmission, and final review of all working (shop) drawings. The CONTRACTOR should allow not less than fourteen (14) days for each review. Drawings of items critical to job progress, when requested in writing by the CONTRACTOR, will be given priority review.

Submittal Format:

1. Electronic submittals are acceptable. Drawings and diagrams shall be reduced to 8-1/2" x 11" or 11" x 17".
2. All materials and equipment submitted for review shall meet the following criteria: Each sheet of descriptive literature submitted shall be marked by the CONTRACTOR to identify the material or equipment as follows:
 - a. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies, and shall list

- equipment tag numbers applicable.
- b. Submittal sheets or drawings showing more than the particular item under consideration shall have crossed out all but the pertinent description of the item for which review is requested.
- c. Equipment and materials descriptive literature not readily cross-referenced with the drawings or specifications shall be identified by a suitable notation.

Submittal Content:

1. The submittals shall show that all requirements of the specification section have been met. The submittals shall contain the following information as applicable:
 - a. Equipment, function, normal operating characteristics, and limiting conditions.
 - b. Assembly, installation, alignment, adjustment, and checking instructions.
 - c. Outline, cross-section, and assembly drawings; engineering data; and wiring diagrams.
 - d. Test data and performance curves, where applicable.
 - e. The operational and maintenance manual for the equipment item and/or system as designated in Table 1 below, or as required elsewhere within these specifications shall be submitted.

TABLE 1. SUBMITTAL AND O & M SUMMARY

Item Description	Submittal Required	O&M Manual Required	Working Drawing Required	O&M Instructions Required
Asphalt	X			
Structural Concrete	X			
Concrete (Curb, Dwy, Sidewalks)	X			
Cast In Place Concrete	X			
Reinforcing Steel	X			
Misc. & Structural Steel	X			
HMAC	X			
Flex Base	X			
Geogrid	X			
Rail	X			
Pavement Markings	X			
Seal/Tack Coat	X			
Detectible Warning Surface	X			
Joint Sealant	X			
Trench Safety Plan	X			
Bedding/Backfill Materials	X			
Piping (Water, Sanitary Sewer, Storm Drain)	X			

Item Description	Submittal Required	O&M Manual Required	Working Drawing Required	O&M Instructions Required
Storm Structures/Inlets/JB	X			
Manhole Structures	X			
Manhole Frame & Cover	X			
Protective Coating System (Manholes)	X			
Fittings	X			
Valves	X			
Fire Hydrants	X			
Tracer Wire, Test Station	X			
NOI and SW3P	X			
Hydromulch	X			
Erosion Control Blanket	X			
Reinforced Turf Mat	X			
All Density Reports, Survey Data, Etc.	X			
Record Site photographs and video prior to construction activities	X			

- f. Working Drawings:
- i. Items for which working drawings are required include, but are not limited to, the non-equipment items listed in Table 1, and as set forth elsewhere within these specifications.
 - ii. The drawings shall be numbered consecutively and shall accurately and distinctly present the following:
 - a) All working and erection dimensions.
 - b) Arrangement and sectional views.
 - c) Necessary details, including complete information for making connections between functional parts.
 - d) Kinds of materials and finishes.
 - e) Parts list and description thereof.
 - iii. Each drawing shall be dated and shall bear the name of the project, names of equipment or materials, and the location where the equipment or materials are to be installed in the project. The Engineer may decline to consider any working drawings, which do not contain complete data on the work and full information on related matters.
 - iv. If working drawings show departures from the contract requirements, the CONTRACTOR shall make specific mention thereof in a letter attached to the submittal form; otherwise, review of such submittals will not constitute acceptance of the departure from the contract.
 - v. No Work called for by working drawings shall be initiated until the said drawings have been accepted by the ENGINEER.

SI.8. MATERIALS FOR SANITARY SEWER LINE CONSTRUCTION

The gravity sewer pipe shall meet the requirements of ASTM 3034 SDR 26 for 15" diameter and smaller pipe and F-679 Type T-1 cell class 12454B for 18" diameter pipe and larger, (minimum pipe stiffness 115) as described in Section S – SANITARY SEWER CONSTRUCTION of these specifications, unless otherwise noted on plans.

SI.9. BEDDING

The project may include the installation of gravel bedding for the construction of the sewer mains. The requirement for the bedding method shall be as follows:

Gravel Bedding – An approved gravel bedding material shall be brought up by hand backfilling equally on each side of the pipe and extend from a point six (6") inches below the pipe to a height of twelve (12") inches over the top of the pipe. The initial lift of the gravel bedding material shall be placed on the trench floor and then shaped and compacted mechanically to insure that the sewer pipe is evenly supported along its entire length.

SI.10. MANHOLES

Manholes will be measured and paid for at the unit price bid per each, without regard to the number of connections, amount of concrete, total excavation and backfill, etc., necessary for each individual site. All manholes will not require the same amount of materials or labor, but the unit price bid per each will be the same. Manhole rings and covers shall be H-20 load rated and conform to AASHTO M-306.

SI.11. ABANDONMENT OF EXISTING SEWER LINE

This project will parallel several existing sewer lines. It will be the CONTRACTOR's responsibility to take these existing sewer lines out of service, whether or not the lines to be abandoned are indicated on the plans. The CONTRACTOR shall plug the existing lines to be abandoned with an approved fitting. This work shall be deemed incidental to the project. **No separate payment will be made.**

SI.12. SEWAGE HAULING AND BYPASS PUMPING

The CONTRACTOR's bid cost shall include all sewage hauling and sewage bypass pumping required for the complete installation of the project. The CONTRACTOR's requirements shall include, but not necessarily be limited to, the following:

1. Sewage hauling must be utilized during times when the existing sewer mains or proposed sewer main cannot be used to convey the sewage from the system.
2. Bypass pumping may be required for the sewer projects to pump around the existing manholes or during construction.

3. The hauled sewage shall be deposited into existing manholes approved by the OWNER at a rate that will not surcharge the manhole or downstream manholes.
4. The sewage hauling and bypass pumping systems shall include all facilities, pumps, piping, trucks, equipment, labor, etc. to convey all anticipated flows from the sewage collection system. Sewage overflows or spills are not acceptable. Excessive odors (as determined by ENGINEER) from the collection system, from stagnant sewage due to the lack of pumping or hauling are not acceptable. The sewage levels in the existing collection system shall be maintained at an acceptable level so the sewage does not back up or affect the businesses that supply the collection system.
5. The OWNER shall be notified a minimum of seven (7) days before any bypass pumping or sewage hauling is initiated.
6. The bypass pumping or sewage hauling operating period shall be kept to an absolute minimum. Prior to bypass pumping or sewage hauling initiation, the CONTRACTOR shall have all necessary labor, equipment, materials, piping, fittings, machinery, etc. in place at the site for the sewer main pipe work.
7. The CONTRACTOR shall be responsible for installing all temporary facilities, operation and maintenance of all facilities which may include 24-hour operations. Facilities shall include labor, equipment, materials, pumps, piping, temporary electrical connections, level control devices, fuel, etc. as required for a complete system.
8. The CONTRACTOR shall discuss with the OWNER the proposed sewage hauling or bypass pumping operation and shall not commence until the OWNER is satisfied with the proposed operation.

SI.13. ADJUSTING EXISTING MANHOLES AND VALVE COVERS

The CONTRACTOR will adjust all existing manholes (to include telephone, electrical, sanitary sewer or other), valve covers (to include water, gas, or other) within the construction area to meet the grade of the finished asphalt. The following procedure will be followed where the valve or manhole is in an area that is to be excavated and new base material installed or existing base material re-constructed:

1. Locate and accurately tie down by measurement from identifiable objects (such as power poles, fire hydrants, fences, etc.) all existing manholes and valve covers for future use.
2. Remove and lower existing manholes and valve boxes to an elevation below the finished subgrade. The depth on manholes shall be sufficient that on reconstruction, the manhole shall be low enough to provide an adequate cone section and manhole ring and cover.

3. A steel plate of sufficient size shall be placed over the open manhole and/or box riser at subgrade elevation.
4. Placement and compaction of all crushed stone base material shall be made within the construction area to achieve compaction over the entire sheet.
5. The CONTRACTOR shall then relocate all manholes and valve steel covers from tie downs in #1 and remove steel covers.
6. Manholes and valve box covers shall be reconstructed to finished asphalt grade. Backfill around the reconstructed covers shall be concrete to top of base material grade.
7. Final placement and compaction of the Hot Mix (unless otherwise shown on the plans) shall follow. Extreme care shall be taken in the lowering of manholes to avoid any dirt, gravel, concrete or other foreign material from falling into manhole. Should this occur, the CONTRACTOR shall remove the foreign material immediately in order to avoid stopping the flow of sewage.

SI.14. MATERIALS FOR WATER MAIN CONSTRUCTION

Pipe for PVC water main construction, unless otherwise shown on the plans, shall be polyvinyl chloride pipe, meeting the requirements of AWWA C-900 or C-905 as applicable. Pipe shall be blue in color (other colors not acceptable). Pipe joints shall be rubber ring type gasket in an integrated thickened bell. All other fittings 12" and smaller shall be short body ductile iron.

All pipe, fittings, and valves shall be new. All water pipe shall be approved by the Underwriters laboratories for fire protection, approved by the National Sanitation Foundation and installed according to manufacturer's specifications.

All fittings and valves for WATER MAIN CONSTRUCTION shall be mechanical joint or as specified on the plans.

SI.15. WATER MAIN – RESTRAINED JOINTS

All fittings for the proposed water main projects shall include meg-a-lug restrained joints. This shall include valves and fire hydrants.

SI.16. WATER LINE DISINFECTION

The CONTRACTOR's unit price bid costs shall include the services of a certified laboratory to perform the "Bac-T" tests for the newly installed water mains/services. The sample shall be acquired by a direct employee of the lab. Samples acquired by the CONTRACTOR will not be acceptable. Sampling and testing shall meet all requirements of TCEQ. The Owner's representative will be notified of when the sample will be acquired. The CONTRACTOR shall submit the name of the laboratory to the ENGINEER for approval. There will be no separate pay for these services.

SI.17. BEDDING

The project may include the installation of gravel bedding for the construction of the water mains. The requirement for the bedding method shall be as follows:

Gravel Bedding - An approved gravel bedding material shall be brought up by hand backfilling equally on each side of the pipe and extend from a point six (6") inches below the pipe to a height of twelve (12") inches over the top of the pipe. The initial lift of the gravel bedding material shall be placed on the trench floor and then shaped and compacted mechanically to insure that the water pipe is evenly supported along its entire length.

SI.18. ABANDONMENT OF EXISTING WATER LINES

It will be the CONTRACTOR's responsibility to take existing water lines out of service, whether or not the lines to be abandoned are indicated on the plans. The CONTRACTOR shall plug the existing lines to be abandoned with an approved fitting. This work shall be deemed incidental to the project, if applicable.

SI.19. ADJUSTING EXISTING MANHOLES AND VALVE COVERS

The CONTRACTOR will adjust all existing manholes (to include telephone, electrical, sanitary sewer or other), valve covers (to include water, gas, or other) within the construction area to meet the grade of the finished elevation. The following procedure will be followed where the valve or manhole is in an area that is to be excavated and new base material installed or existing base material re-constructed:

1. Locate and accurately tie down by measurements from identifiable objects (such as power poles, fire hydrants, fences, etc.) all existing manholes and valve covers for future use.
2. Remove and lower existing manholes and valve boxes to an elevation below the finished subgrade. The depths on manholes shall be sufficient that on reconstruction, the manhole shall be low enough to provide an adequate cone section and manhole ring and cover.
3. A steel plate of sufficient size shall be placed over the open manhole and/or box riser at subgrade elevation.
4. Placement and compaction of all crushed stone base material shall be made within the construction area to achieve compaction over the entire street.
5. The CONTRACTOR shall then relocate all manholes and valve steel covers from tie downs in #1 and remove steel covers.

6. Manholes and valve box covers shall be reconstructed to finished asphalt grade. Backfill around the reconstructed covers shall be concrete to top of base material grade.
7. Final placement and compaction of the Hot Mix (unless otherwise shown on the plans) shall follow. Extreme care shall be taken in the lowering of manholes to avoid any dirt, gravel, concrete or other foreign material from falling into manhole. Should this occur, the CONTRACTOR shall remove the foreign material immediately in order to avoid stopping the flow of sewage.

SI.20. MATERIALS FOR STORM SEWER CONSTRUCTION

Reinforced concrete pipe (RCP) shall meet the requirements as described in TxDOT Specifications for Item 464.

SI.21. BEDDING

The project may include the installation of cement stabilized backfill for the construction of the storm sewer mains. The requirement for the bedding method shall be as follows:

Gravel Bedding - An approved gravel bedding material shall be brought up by hand backfilling equally on each side of the pipe and extend from a point six (6") inches below the pipe to a height of twelve (12") inches over the top of the pipe. The initial lift of the gravel bedding material shall be placed on the trench floor and then shaped and compacted mechanically to insure that the sewer pipe is evenly supported along its entire length.

SI.22. MANHOLES

Manholes will be measured and paid for at the unit price bid per each, without regard to the number of connections, amount of concrete, total excavation and backfill, etc., necessary for each individual site. All manholes will not require the same amount of materials or labor, but the unit price bid per each will be the same. Manhole rings and covers shall be H-20 load rated and conform to AASHTO M-306.

SI.23. ADJUSTING EXISTING MANHOLES AND VALVE COVERS

The CONTRACTOR will adjust all existing manholes (to include telephone, electrical, sanitary sewer or other), valve covers (to include water, gas, or other) within the construction area to meet the grade of the finished elevation. The following procedure will be followed where the valve or manhole is in an area that is to be excavated and new base material installed or existing base material re-constructed:

1. Locate and accurately tie down by measurements from identifiable objects (such as power poles, fire hydrants, fences, etc.) all existing manholes and valve covers for future use.

2. Remove and lower existing manholes and valve boxes to an elevation below the finished subgrade. The depths on manholes shall be sufficient that on reconstruction, the manhole shall be low enough to provide an adequate cone section and manhole ring and cover.
3. A steel plate of sufficient size shall be placed over the open manhole and/or box riser at subgrade elevation.
4. Placement and compaction of all crushed stone base material shall be made within the construction area to achieve compaction over the entire street.
5. The CONTRACTOR shall then relocate all manholes and valve steel covers from tie downs in #1 and remove steel covers.
6. Manholes and valve box covers shall be reconstructed to finished asphalt grade. Backfill around the reconstructed covers shall be concrete to top of base material grade.
7. Final placement and compaction of the Hot Mix (unless otherwise shown on the plans) shall follow. Extreme care shall be taken in the lowering of manholes to avoid any dirt, gravel, concrete or other foreign material from falling into manhole. Should this occur, the CONTRACTOR shall remove the foreign material immediately in order to avoid stopping the flow of sewage.

SI.24. ADJUSTING EXISTING MANHOLES AND VALVE COVERS

The CONTRACTOR will adjust all existing manholes (to include telephone, electrical, sanitary sewer or other), valve covers (to include water, gas, or other) within the construction area to meet the grade of the finished elevation. The following procedure will be followed where the valve or manhole is in an area that is to be excavated and new base material installed or existing base material re-constructed:

1. Locate and accurately tie down by measurements from identifiable objects (such as power poles, fire hydrants, fences, etc.) all existing manholes and valve covers for future use.
2. Remove and lower existing manholes and valve boxes to an elevation below the finished subgrade. The depths on manholes shall be sufficient that on reconstruction, the manhole shall be low enough to provide an adequate cone section and manhole ring and cover.
3. A steel plate of sufficient size shall be placed over the open manhole and/or box riser at subgrade elevation.
4. Placement and compaction of all crushed stone base material shall be made within the construction area to achieve compaction over the entire street.

5. The CONTRACTOR shall then relocate all manholes and valve steel covers from tie downs in #1 and remove steel covers.
6. Manholes and valve box covers shall be reconstructed to finished asphalt grade. Backfill around the reconstructed covers shall be concrete to top of base material grade.
7. Final placement and compaction of the Hot Mix (unless otherwise shown on the plans) shall follow. Extreme care shall be taken in the lowering of manholes to avoid any dirt, gravel, concrete or other foreign material from falling into manhole. Should this occur, the CONTRACTOR shall remove the foreign material immediately in order to avoid stopping the flow of sewage.

SI.25. CURB BACKFILL, DRIVEWAY LEAVE-OUTS AND STREET INTERSECTIONS

The CONTRACTOR shall perform “unclassified excavation” for curb & gutter and six (6”) inch concrete curb. Backfill shall be performed behind curb in sufficient amount to cause lateral surface drainage to spill over top of curb as shown on the detail sheet of the plans.

No separate payment will be made for driveway curb leave-outs. The CONTRACTOR shall be prepared to make all driveway leave-outs at existing driveways as shown on plans or as directed by the OWNER and compensations therefore shall be included in the unit price bid for curb & gutter and six (6”) inch concrete curb.

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 the proposed curb. All existing street and driveway pavement structures that adjoin the new roadway construction shall be saw cut. All driveways shall be reconstructed as shown on the detail sheet of the plans.

All existing private concrete sidewalks that extend towards the right of way and are within 10’ of curb back shall be connected to new curb with five (5”) inch thick concrete reinforced # 3 dowels at 8” O.C. (12” long), same width as existing.

SI.26. POST CONSTRUCTION SURVEY

The CONTRACTOR’s unit price bid costs shall include topographical survey cross-sections of the completed street surfaces prior to placement of HMA, to show that the finished grades meet those proposed in the bid documents. Cross-sections shall span the entire road width (curb-to-curb, edge of asphalt-to-edge of asphalt, or any combination thereof) and be spaced every 100’ (maximum) and include all grade breaks. Survey data shall utilize bench marks provided by the ENGINEER. Surveying shall be done under the supervision of a registered surveyor (R.P.L.S.). Survey data shall be submitted to ENGINEER to verify that the constructed grades are acceptable. The HMA shall not be installed until verification from the Engineer is received by the CONTRACTOR. There will be no separate pay for these services.

ix. Drawings

SHEET INDEX

1. COVER
2. DETAILS AND QUANTITIES
3. E CEDAR STREET; W COURT STREET; SH 46 AND W COURT STREET INTERSECTION
4. CH MATTHIES JR. AND CORAL WAY
- 4A. COSMIC EXPRESS CAR WASH
5. TIM'S WAY; LEE ELSIK; HUMMINGBIRD LANE
- 5A. SEGUIN STORAGE
6. JEFFERSON STREET AND ASHBY STREET
7. TOWNWOOD VILLAGE EAST
8. NORTH KING STREET
9. AVENUE B AND GUADALUPE STREET
10. EAST MOUNTAIN STREET
11. E WASHINGTON STREET AND E LIVE OAK STREET
12. S GOODRICH STREET AND W LIVE OAK STREET

STANDARD DETAILS

TXDOT PEDESTRIAN FACILITIES CURB RAMPS (PED-18)
SIDEWALK BRIDGE - SAN ANTONIO DISTRICT STANDARD
TXDOT PEDESTRIAN HANDRAIL DETAIL (PRD-13)
SW-1 CONCRETE SIDEWALK SECTION
CRB-1 CURB EXPANSION JOINT DETAIL
CRB-3 STANDARD CURB AND GUTTER DETAIL
CRB-4 CONCRETE CURB DETAIL
DRWY-1 DRIVEWAY DETAILS
DRWY-2 DRIVEWAY DETAILS
RW-2 PAVEMENT JUNCTION DETAILS

