**CONTRACT DOCUMENTS AND SPECIFICATIONS**

# REBEL ROAD GROUND STORAGE TANKS REHABILITATION FOR CITY OF KYLE

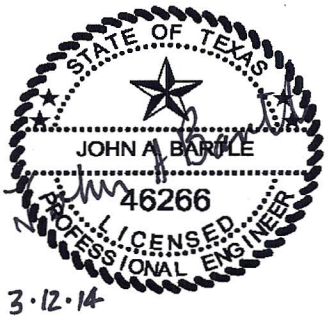
Hays County, Texas

City Officials

Lucy Johnson.....Mayor
Samantha Bellows-LeMense.....Mayor Protem
Ray Bryant.....Council Member
Diane Hervol.....Council Member
Chad Benninghoff.....Council Member
Becky Selbera.....Council Member
David Wilson.....Council Member
Lanny Lambert.....City Manager
Leon Barba, P.E.....City Engineer
Harper Wilder.....Director of Public Works

*NEPTUNE-WILKINSON ASSOCIATES, INC.*
*Consulting Engineers*
*4010 Manchaca Road*
*Austin, Texas 78704*
*(512) 462-3373*

*March, 2014*




*NWA# 4881*

*TBPE Firm# F-359*

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# INVITATION FOR BIDS

Sealed bids addressed to the City of Kyle, will be received until 2:00 P.M. on Thursday the 17th day of April, 2014 at the Public Works Administration Building of the City of Kyle located at 520 East Ranch Road 150 in Kyle, Texas 78640 at which time they will be publicly opened and read aloud, for furnishing all labor, material, tools and equipment and performing all work required for REBEL ROAD GROUND STORAGE TANKS REHABILITATION consisting of repairs and repainting two steel water storage tanks generally described as follows: shrouding, abrasive blasting and recoating two 150,000 gallon ground storage tanks (31'-10" in diameter by 26' high) with upgrade and repairs including new roof vents, new shell manway, ladder, overflow and overflow flap valve. Both tanks are located at the City's Rebel Road Pump Station, 225 Rebel Road in the City of Kyle, Texas 78640.

Bids must be submitted on the Bid Form provided, and must be accompanied by a bid security in a penal sum approximately equal to and not less than five percent (5%) of the total amount of the bid. The security shall be in the form of a certified check or cashier's check, or bid bond furnished by a reliable surety company having authority under the laws of Texas to write surety bonds in the amount required, with such security made payable without recourse to the City of Kyle. The envelope containing the bid shall indicate clearly on the front that the bid is for REBEL ROAD GROUND STORAGE TANKS REHABILITATION.

The final Notice of Award of Contract shall be given to the successful bidder by the City of Kyle within sixty (60) days following the opening of bids and no bidder may withdraw his bid within sixty (60) days after opening thereof. The successful Bidder must furnish a performance bond and payment bond on the forms provided, each in the amount of one hundred percent (100%) of the contract amount from a surety company holding a permit from the State of Texas to act as surety.

State statutes including wage and hour provisions and contract regulations must be adhered to as they relate to this project. Contractors will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Bid Documents may be obtained at the office of Neptune-Wilkinson Associates, Inc. located at the address above upon payment of twenty dollars ($20.00). No refunds will be made. Copies of the Bid Documents are on file and may be examined at the following locations:

- City Hall, 100 West Center Street, Kyle, Texas 78640.
- Neptune-Wilkinson Associates, Inc., 4010 Manchaca Road, Austin, Texas 78704.
- F.W. Dodge, 4300 Beltway Place #180, Arlington, TX 76018
- Builders Exchange, 4047 Naco Perrin, San Antonio, Texas 78217.

The right is reserved, as the interest of the City of Kyle may require, to reject any and all bids and to waive any informalities in bids received.

Honorable Lucy Johnson, Mayor
City of Kyle

# INSTRUCTIONS TO BIDDERS

1. BID FORMS: All Bidders shall use only the bid forms furnished which provides a general statement of the work to be performed and materials to be furnished for which bid prices are asked. The bid quantities listed will be used for comparison of bids. Payment to the contractor will be made only for the work performed and materials furnished in accordance with the contract, and it is understood that the work to be performed may be increased or decreased by contract change order as provided in the General Conditions without in any way invalidating the bid prices.

2. SPECIFICATIONS AND SITE OF WORK: Before submitting a bid, the Bidder shall examine carefully the bid form, drawings, specifications, special conditions of agreement and site of the proposed work. He shall satisfy himself as to the character, quality and quantities of work to be performed and materials to be furnished. The submission of a bid by a Bidder shall be conclusive evidence that he has complied with these requirements. Claims for additional compensation due to variations between conditions actually encountered in construction and required by the Specifications will not be allowed.

3. PREPARATION OF BID FORM: The Bidder must submit his bid on the form furnished. The blank spaces for each item in the bid form shall be correctly filled in, by writing in words and numerals, in ink. The Bidder must submit a price for each item in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. The bid shall be executed with ink in the complete and correct name of the individual, firm or corporation making the bid and signed by the person or persons authorized to bind the individual, firm or corporation. The Bidder shall properly acknowledge all addenda in the spaces provided therefor on the bid form. Persons desiring further information or interpretation of the specifications or drawings must make a written request for such information to the Engineer forty-eight hours prior to the time set for the opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the drawings, specifications and contract documents will be made by addendum only and a copy of each addendum will be mailed or delivered to each person to whom a set of such documents has been provided.

In order to assure that all potential Bidders receive any corrections or addendums to bid documents, an official “Bidder’s List” will be maintained in the Engineer’s office for the project. Any notices of changes to the bid documents will be sent to those on the “Bidder’s List” and the Engineer will not be held responsible for those not on the list.

4. REJECTION OF BIDS: Bids containing any omission, alteration of form, additions or conditions not called for, incomplete bids or bids otherwise regular which are not accompanied by acceptable bid guaranty will be considered irregular and may be rejected. In any case of ambiguity or lack of clearness in stating the prices in the bid, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit bid prices will be cause to reject any bid.

5. BID FORM GUARANTY: Each bid must be accompanied by a cashier's or certified check, payable to the Owner or an acceptable bid bond in the amount of not less than five percent (5%)

of the total amount bid, as a guarantee that Bidder will enter into a contract and furnish bonds, if required, on the forms provided within ten (10) days after notice of award of contract to him.

6. DELIVERY OF BIDS: Each completed bid shall be placed, together with the bid guaranty, in a sealed envelope clearly identified on the outside as a bid for **REBEL ROAD GROUND STORAGE TANKS REHABILITATION**. When sent by mail, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. Bids will not be considered unless submitted on or before the time designated in the Invitation for Bids.

7. WITHDRAWAL OF BIDS: Any Bidder, upon his written request, will be given permission to withdraw his bid not later than the time set for the opening thereof. No Bidder may withdraw his bid within sixty (60) days after the date of the opening of bids.

8. QUALIFICATION OF BIDDER: In order to be awarded the contract, the Bidder shall have experience in the type of work in this project for the last five (5) years. This experience shall be demonstrated by listing similar projects with references over the past five (5) years in the Statement of Qualifications to be submitted with the Bid Form.

9. DISQUALIFICATION OF BIDDERS: The following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:

a. More than one bid for the same work from an individual, firm, partnership or corporation.

b. Evidence of collusion among Bidders.

c. Poor performance in the execution of work under previous contracts.

d. For being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.

10. CONSIDERATION OF BIDS: For the purpose of award, after the bids are opened and read, the summation of the prices submitted on the Bid Form will be considered the amount of the bid. The bid prices will be tabulated and the results provided to each Bidder. The Owner reserve the right to award or to reject any and all bids and to waive any and all informalities and irregularities in bids received.

11. AWARD OF CONTRACT: If awarded, award of contract shall be for the lowest responsive and responsible Bid submitted as determined by Owner. In considering the award of contract, the Owner may also take into consideration the award of any of the Alternate Bid Items and Supplemental Bid Items.

12. EXECUTION OF CONTRACT AND BONDS: The contract will include the Invitation for Bids,

Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Technical Specifications, Drawings and any addenda issued. Within ten (10) days after award of the contract, the successful Bidder shall execute the contract and furnish the Owner with performance bond, labor and materials payment bond, each in the full amount of the contract price, and certificates of insurance. The bonds are to be furnished as a guarantee of the faithful performance of the work and for the protection of the Owner against defective workmanship or materials.

13. APPROVAL OF CONTRACT: The contracts will be approved and signed by the Owner. The contract will not be binding upon the Owner until it has been executed by the Owner and delivered to the contractor.

14. FAILURE TO EXECUTE CONTRACT AND BONDS: Should the Bidder to whom the contract is awarded refuse or neglect to execute the contract and furnish the required bonds and certificates of insurance within ten (10) days after notice of award of the contract to him, the bid guaranty shall become the property of the Owner, not as a penalty but as liquidated damages.

15. PURSUING THE WORK: The contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and shall substantially complete the work within the number of days setforth in the Bid Form.

# BID FORM

Proposal of _____ (hereinafter called "Bidder"), doing business as a corporation / a partnership / an individual (strike out inapplicable terms), to the CITY OF KYLE, Hays County, Texas (hereinafter called "Owner").

GENTLEMEN:

The Bidder, in compliance with your invitation for bids for **REBEL ROAD GROUND STORAGE TANKS REHABILITATION**, having examined the Specifications and related documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Specifications and Contract Documents, within the time setforth therein, and at the unit prices and lump sum prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the Owner and to fully complete the project within **seventy-five (75)** consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum setforth in the Special Conditions for each consecutive calendar days thereafter.

Bidder acknowledges receipt of the following ADDENDA:

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

**REBEL ROAD GROUND STORAGE TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "A" - GROUND STORAGE TANK NO. 1

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 1 | LS | Provide all labor, materials and equipment to ABRASIVE BLAST TO BARE METAL AND RECOAT INTERIOR OF TANK as specified for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 2. | 1 | LS | Provide all labor, materials and equipment to SHROUD, ABRASIVE BLAST TO BARE METAL AND RECOAT EXTERIOR OF TANK, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 3. | 1 | EA | Provide all labor, materials and equipment to install 30-INCH DIAMETER SHELL MANWAY with re-pad and hinged cover, as specified, each for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 4. | 1 | EA | Provide all labor, materials and equipment to remove existing vent and install 16-INCH DIAMETER ROOF VENT with 16 mesh fiberglass screen, as specified, each for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |

**REBEL ROAD GROUND STORAGE TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "A" - GROUND STORAGE TANK NO. 1

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| 5. | 26 | LF | Furnish all labor, equipment and materials to remove existing ladder and install replacement INTERIOR LADDER, as specified, per linear foot for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 6. | 26 | LF | Furnish all labor, materials and equipment to install LADDER SAFETY CLIMBING DEVICE on interior ladder with two climbing belts, as specified, per linear foot for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 7. | 1 | LS | Furnish all labor, materials and equipment to install MISCELLANEOUS APPURTENANCES AND CLEANUP including new 6" manufactured flap valve on overflow piping; new gaskets on existing shell manway and roof hatch; removal of all vegetation from foundation ring; reinstallation of instruments, lighting and antennae; tank disinfection; and installation of confined space entry wording label on all three access points, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |

**REBEL ROAD GROUND STORAGE TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "A" - GROUND STORAGE TANK NO. 1

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| | | | *** * * * * * * * * * * * * * * * * * * * * * * * * *** | | |
| | | | **TOTAL AMOUNT BID SCHEDULE "A"** **(Sum of Items 1 through 7)** | | |
| | | | _____ | | |
| | | | _____ **Dollars** | | |
| | | | **and** _____ **Cents** | | **$**_____ |

### ALTERNATE BID ITEM

| | | | | | |
|---|---|---|---|---|---|
| A1. | 1 | LS | Provide all labor, materials and equipment to MAKE SPOT REPAIRS, PRIME, POWER WASH AND OVERCOAT EXTERIOR OF TANK in lieu of Bid Item No. 2 for the deductive lump sum price of | | |
| | | | _____Dollars | | |
| | | | and _____ Cents | $_____ | $_____ |

**REBEL ROAD GROUND STORAGE TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "A" - GROUND STORAGE TANK NO. 1

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| | | | **SUPPLEMENTAL BID ITEMS** | | |
| S1. | 1 | LS | Furnish all labor, materials and equipment to remove existing roof access and install 30" x 30" ROOF MANWAY with hinged cover, as specified, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| S2. | 1 | LS | Furnish all labor, materials and equipment to remove existing 3/4-inch shell nozzle and install 3-INCH INSTRUMENT NOZZLE CONNECTION, as shown on Drawing in the Appendix, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| S3. | 1 | EA | Furnish all labor, materials and equipment to install CITY OF KYLE LOGO on third ring of tank using polyurethane paint, as specified, per each for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |

**REBEL ROAD TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "B" - GROUND STORAGE TANK NO. 2

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | 1 | LS | Provide all labor, materials and equipment to ABRASIVE BLAST TO BARE METAL AND RECOAT INTERIOR OF TANK as specified for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 2. | 1 | LS | Provide all labor, materials and equipment to SHROUD, ABRASIVE BLAST TO BARE METAL AND RECOAT EXTERIOR OF TANK, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 3. | 1 | LS | Provide all labor, materials and equipment to REPLACE 8-INCH DIAMETER OVERFLOW with 12" diameter overflow at same elevation as existing overflow in Ground Storage Tank No. 1, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |

**REBEL ROAD TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "B" - GROUND STORAGE TANK NO. 2

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| 4. | 1 | LS | Provide all labor, materials and equipment to remove existing roof vent and install 16-INCH DIAMETER ROOF VENT with 16 mesh fiberglass screen, as specified, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 5. | 1 | EA | Provide all labor, materials and equipment to install 30-INCH DIAMETER SHELL MANWAY with re-pad and hinged cover, as specified, each for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 6. | 26 | LF | Furnish all labor, materials and equipment to install INTERIOR LADDER, as specified, per linear foot for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| 7. | 26 | LF | Furnish all labor, materials and equipment to install LADDER SAFETY CLIMBING DEVICE *(excluding climbing belts provided under Bid Schedule "A" Item No. 6)* on interior ladder, as specified, per linear foot for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |

**REBEL ROAD TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "B" - GROUND STORAGE TANK NO. 2

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| 8. | 1 | LS | Furnish all labor, materials and equipment to install MISCELLANEOUS APPURTENANCES AND CLEANUP including new 6" manufactured flap valve on overflow piping; new gaskets on existing shell manway and roof hatch; removal of all vegetation from foundation ring; reinstallation of instruments, lighting and antennae; tank disinfection; and installation of confined space entry wording label on all three access points, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| | | | *** * * * * * * * * * * * * * * * * * * * * * * * * * * ***<br>**TOTAL AMOUNT BID SCHEDULE "B"**<br>**(Sum of Items 1 through 8)**<br><br>_____<br><br>_____ **Dollars**<br><br>**and** _____ **Cents** | | **$**_____ |
| | | | *** * * * * * * * * * * * * * * * * * * * * * * * * * * ***<br>**TOTAL AMOUNT BID**<br>**(Sum of Bid Schedules "A" and "B")**<br><br>_____<br><br>_____ **Dollars**<br><br>**and** _____ **Cents** | | **$**_____ |

**REBEL ROAD TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "B" - GROUND STORAGE TANK NO. 2

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| | | | **ALTERNATE BID ITEM** | | |
| A1. | 1 | LS | Provide all labor, materials and equipment to MAKE SPOT REPAIRS, PRIME, POWER WASH AND OVERCOAT EXTERIOR OF TANK in lieu of Bid Item No. 2 for the deductive lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| | | | **SUPPLEMENTAL BID ITEMS** | | |
| S1. | 1 | LS | Furnish all labor, materials and equipment to remove existing roof access and install 30" x 30" ROOF ACCESS MANWAY with hinged cover, as specified, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| S2. | 1 | LS | Furnish all labor, materials and equipment to remove existing 3/4" shell nozzle and install 3-INCH INSTRUMENT NOZZLE CONNECTION, as shown on Drawing in the Appendix, for the lump sum price of<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |

**REBEL ROAD TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

## BID SCHEDULE "B" - GROUND STORAGE TANK NO. 2

| Item No. | Estimated Quantity | Unit | Description and Price (in words) | Unit Price | Total Price |
|---|---|---|---|---|---|
| S3. | 16 | EA | Furnish all labor, materials and equipment to REPLACE ROOF RAFTERS including new clip on wall and seal weld both sides of channel to roof, each for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| S4. | 16 | EA | Furnish all labor, materials and equipment to SEAL WELD EXISTING ROOF RAFTERS to roof plates on both sides, each for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |
| S5. | 10 | EA | Furnish all labor, materials and equipment to WELD 1/4-INCH THICK STEEL PATCH up to 4" diameter in roof of tank, inside and outside, including grinding weld seams, each for<br><br>_____Dollars<br><br>and _____ Cents | $_____ | $_____ |

It is understood that the description of work to be done at lump sum and unit prices is intended principally to serve as a guide in evaluating bids and is not intended to fully describe all work required.

It is further agreed that the work to be done and material to be furnished at unit prices may be increased or diminished as may be considered necessary in the opinion of the Engineer and approved by the Owner to complete the work fully as planned and contemplated, and that estimated quantities may be increased to cover additional work ordered by the Engineer and approved by the Owner, but not shown on the plans or required by the Specifications, in accordance with the provision of the General Conditions. Similarly, they may be decreased to cover deletion of the work so ordered.

The foregoing prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work called for. Changes shall be processed in accordance with applicable provisions of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver Surety Bonds as required by the Special Conditions.

Respectfully submitted: _____

Bidder: _____

Title: _____

(SEAL - if bid by a corporation)

Address: _____

Phone No.:_____

Facsimile No.: _____

Email Address: _____

Date: _____

**STATEMENT OF MATERIALS INCORPORATED INTO REALTY IMPROVEMENTS**

As per House Bill 11, and Chapter 151 of the Texas Tax Code, and as outlined in the Special Conditions of this Agreement, the Contractor separates material and other charges comprising his total bid as follows:

| | |
|---|---|
| MATERIALS INCORPORATED INTO THE PROJECT | $_____ |
| ALL OTHER CHARGES | $_____ |
| TOTAL (Shall equal total of Bid Form) | $_____ |

CONTRACTOR: _____

PROJECT: _____

SIGNATURE: _____

DATE: _____

# NOTICE OF AWARD

TO: _____

_____

_____

PROJECT DESCRIPTION:

_____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation for Bids dated _____.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Contract Documents to execute the AGREEMENT and furnish the required certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2014.

_____

By: _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____

By: _____

Title: _____

Date: _____

# NOTICE TO PROCEED

TO: DATE:

PROJECT:

---

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____, on or before _____ and you are to complete the WORK on or before _____.

_____

By: _____

Title: _____

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____

By: _____

Title: _____

Date: _____

# AGREEMENT

THIS AGREEMENT, made this _____th day of _____, 2014 by and between the _____, hereinafter after called "OWNER" and _____ doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of ____ _____.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ _____ and ___/100 dollars ($_____), or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) Invitation for Bids
(B) General Requirements and Covenants
(C) Bid Proposal
(D) Bid Bond
(E) Performance and Payment Bonds
(F) Agreement
(G) Special Provisions

(H) Notice of Award

(I) Notice to Proceed

(J) Change Order

(K) Plans as prepared by Neptune-Wilkinson Associates, Inc. dated _____.

(L) Specifications prepared or issued by Neptune-Wilkinson Associates, Inc. dated _____.

(M) Addenda - None

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Contract Provisions such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) counterparts, each of which shall be deemed an original on the date first above written.

_____

(SEAL) By: _____

Title: _____

ATTEST:

By: _____

Title: _____

_____

(SEAL)

By: _____

Title: _____

_____

_____

ATTEST:

By: _____

Title: Secretary / Treasurer

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,_____, as PRINCIPAL, and _____, as SURETY are held and firmly bound unto _____ hereinafter called the Owner, in the penal sum of _____ Dollars ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Signed, this _____ day of _____, _____.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID attached hereto and hereby marde a part hereof to enter into a contract in writing , for the

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Survey and its BOND shall be in no way impacted or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first setforth above.

PRINCIPAL

(SEAL)

_____

By: _____

SURETY

_____ (SEAL)

By: _____

*CERTIFICATE AS TO CORPORATE PRINCIPAL*

*IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended ) and be authorized to transact business in the State of Texas.*

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*** Power -of-attorney for person signing for surety company must be attached to bond.**

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____
(Contractor)

_____
(Address)

a _____ hereinafter called Principal, and
(corporation/partnership/or individual)

_____
(Name of Surety)

_____
(Address)

hereafter called Surety, are held and firmly bound onto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

_____
(Project Name)

_____

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: _____
(Principal)

_____ By _____
(Principal Secretary)

(SEAL)

_____ _____
(Witness to Principal) (Address)

_____ _____
(Address)

_____

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____ _____
(Address) (Address)

**NOTE**: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT**: Surety companies, executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That

_____
(Name of Contractor or Company)

_____
(Address)

a _____ hereinafter called Principal, and
(corporation/partnership/or individual)

_____
(Name of Surety)

_____
(Address)

hereafter called Surety, are held and firmly bound onto

_____
(Name of Recipient)

_____

hereinafter called OWNER, in the penal sum of _____

_____ Dollars ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

_____
(Project Name)

_____

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one for which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

_____
(Principal)

_____
(Principal Secretary)

By _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____

ATTEST:

_____
(Surety)

_____
(Witness to Surety)

By _____
(Attorney in Fact)

_____
(Address)

_____
(Address)

**NOTE**: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**IMPORTANT**: Surety companies, executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

# GENERAL CONDITIONS


1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration


## 1. *DEFINITIONS*

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA—Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID—The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER—Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS—Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER—A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS—The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE—The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME—The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR—The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS—The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER—The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER—A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD—The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED—Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER—A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT—The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE—The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS—All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS—A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR—An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION—That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS—

Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

## 2. *ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS*

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## 3. *SCHEDULES, REPORTS AND RECORDS*

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1. The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

## 4. *DRAWINGS AND SPECIFICATIONS*

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediate y reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## 5. *SHOP DRAWINGS*

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## 6. *MATERIALS, SERVICES AND FACILITIES*

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the

CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. *INSPECTION AND TESTING*

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. *PATENTS*

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. *SURVEYS, PERMITS, REGULATIONS*

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR

observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. *PROTECTION OF WORK, PROPERTY AND PERSONS*

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. *SUPERVISION BY CONTRACTOR*

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. *CHANGES IN THE WORK*

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. *CHANGES IN CONTRACT PRICE*

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.
(b) An agreed lump sum.

15. *TIME FOR COMPLETION AND LIQUIDATED DAMAGES*

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation

order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

## 16. *CORRECTION OF WORK*

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## 17. *SUBSURFACE CONDITIONS*

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## 18. *SUSPENSION OF WORK, TERMINATION AND DELAY*

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK exe-

cuted and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

*19. PAYMENTS TO CONTRACTOR*

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. *ACCEPTANCE OF FINAL PAYMENT AS RELEASE*

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21. *INSURANCE*

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. *CONTRACT SECURITY*

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by

the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. *ASSIGNMENTS*

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. *INDEMNIFICATION*

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. *SEPARATE CONTRACTS*

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. *SUBCONTRACTING*

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. *ENGINEER'S AUTHORITY*

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The

ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

*28. LAND AND RIGHTS-OF-WAY*

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contact documents, unless otherwise mutually agreed.

28.2 The OWNER shall provided to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

*29. GUARANTY*

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance bond shall be in full force and effect through the guarantee period.

*30. DISPUTE RESOLUTION*

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach therefore, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20 shall be decided by Dispute Resolution.

30.2 Notice of the request for dispute resolution shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for dispute resolution shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any dispute resolution proceedings, unless otherwise mutually agreed in writing.

*31. TAXES*

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

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**FOR**
**CITY OF KYLE**


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## SPECIAL CONDITIONS

## REBEL ROAD GROUND STORAGE TANKS REHABILITATION

1. PRIORITY OF INTERPRETATION

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement". In the event of other conflicts between contract documents, the following order of interpretation shall govern 1) Agreement, 2) Special Conditions, 3) General Conditions, 4) Performance and Payment Bonds, 5) Bid Form, 6) Specifications, and 7) Drawings.

2. TIME OF COMPLETION

All work is to be substantially completed within the number of consecutive calendar days in the Bid Form after written Notice to Proceed is issued.

3. SUPERINTENDENCE OF CONSTRUCTION

The Contractor shall be personally in charge of all construction work or shall have on the job a competent construction superintendent. In the absence of the superintendent from the job site, an acting superintendent shall be appointed to be in full charge of the work. The superintendent and acting superintendent shall be given full authority to follow any and all instructions given by the Engineer or his representative.

4. WATER FOR CONSTRUCTION

Water to test and disinfect the work will be available at the completion of the construction and tie-in of piping by Owner. Contractor shall schedule testing accordingly. The Contractor shall be allowed sufficient water for testing; however, if these procedures need to be repeated the Contractor shall purchase water from the Owner at $3.50 per 1,000 gallons.

5. ADDENDA

Bidders desiring further information or clarification of the Specifications must make request for such information in writing to the Engineer more than forty-eight (48) hours before the bid opening. Answers to all such requests will be given in writing to all bidders in addendum form, and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omissions from the , Specifications or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. No addendum will be issued unless it is possible to deliver same to each prospective bidder at least twenty-four (24) hours prior to the advertised time for bid opening. The bid, as submitted by the Contractor, must be so

constructed as to be responsive to or take into account any addendum or addenda issued by the Engineer and received by the bidder at least twenty-four (24) hours prior to the opening of the bids either by facsimile, electronic mail or through the U.S. Postal Service.

## 6. SAFETY

The Contractor shall at all times conduct all phases of his operations in observance of the requirements of the Occupational Safety and Health Act of 1970, and the Texas Occupational Safety Law.

## 7. PAY REQUEST INFORMATION

With each pay request the Contractor shall furnish to the Engineer duplicate copies of all invoices for materials furnished to be incorporated into the work, which are stored on site. No materials costs shall be claimed on a pay request which are not securely stored at the location of work. This information is to be used to determine the value of materials used and on hand to be paid for periodic partial payments. If the Contractor fails to furnish this information, no materials shall be included on the monthly estimates until they are permanently incorporated into the work.

The Owner shall retain ten percent (10%) of the amount of each payment until completion of the work covered by the Contract Documents.

## 8. SPECIFICATIONS

Titles to sections and paragraphs in the Specifications are introduced merely for convenience and are not to be taken as a part of the Specifications and are, furthermore, not to be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct or implied, is assumed by the Engineer for omissions or duplications by the Contractor or his Subcontractors, due to real or alleged error in arrangement of matter in these.

## 9. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The Contractor agrees that time is of the essence in this contract and that the Owner will be damaged if there is a delay in completion of the work beyond the time established in the Bid Form. The parties agree that the amount of the damage which will be incurred by the Owner as a result of any such delay is difficult to estimate, and that from the viewpoint of the parties as of the date of the execution of this Contract, delay beyond the time specified in the Bid Form is a bonafide attempt by the parties to estimate as well as they are able the amount of the damages which the Owner will actually incur as a result of any such delay and that the requirements for payment of liquidated damages is not intended as a penalty. The parties further agree that it is in the best interest of both parties that the amount of liquidated damages be specified herein rather than that the parties should be faced with the problem of determining actual damages in the event of any day of delay beyond the number of calendar days in the Bid Form (after due allowance for such

extension of time as is provided for in the General Conditions of Agreement). The parties agree, therefore, that Contractor shall pay to Owner as liquidated damages and Owner shall accept from Contractor as liquidated damages, the sum of Two Hundred and No/100 Dollars ($200.00) per day, which sum may be permanently withheld by Owner from the Contractor's total compensation provided in this Contract.

## 10. EXAMINATION OF PROJECT SITE

Prospective bidders shall make a careful examination of the project site, including the ground conditions to be encountered, improvements to be protected, disposal sites available for surplus excavated materials and location of construction staging area.

Prospective bidders may arrange to visit the project site by contacting Jason Biemer, Utility Coordinator at (512) 262-3024 x4012. Viewing of a video inspection of the tanks is also available by appointment. A written inspection report from 2013 is available upon request from the Project Engineer, John A. Bartle, P.E. at (512) 462-3373.

## 11. REFERENCE SPECIFICATIONS

Where reference is made in the Specifications or Details to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization and such specifications referred to are hereby made a part of these Conditions.

## 12. USED MATERIALS

No material which has been used by the Contractor for any purpose whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

## 13. GUARANTY AGAINST DEFECTIVE WORK

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the Contract arising from defective workmanship or materials used therein for a period of one (1) year from the date of substantial completion of the project.

## 14. MATERIAL STORAGE

The Contractor shall be responsible for all materials delivered in advance of their use and all materials shall be stored in a safe manner. Materials stored for extended periods subject to weather damage shall be appropriately protected.

15. COPIES OF SPECIFICATIONS AND CONTRACT DOCUMENTS FURNISHED

Three (3) sets of Specifications shall be furnished to the Contractor at no charge for construction purposes. Additional copies may be obtained at cost of reproduction upon request to the Engineer.

16. TRADE NAMES AND MATERIALS

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal" are used, they shall be understood to mean that the thing referred to shall, in the opinion or judgement of the Engineer, be proper, the equivalent of, or equal to some other thing.

Unless otherwise specified, all materials shall be the best of their respective kinds and shall in all cases be fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the Specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer.

17. QUALIFICATION OF THE LOW BIDDER

Before being awarded a Contract, the low bidder shall submit such evidence as the Owner may require to establish his financial responsibility, experience and access to equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. In particular, Bidder shall demonstrate relevant experience for the past five (5) years. See Item 10 of the Statement of Qualifications (Attachment “B”).

18. INSPECTION

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

19. SUBMITTALS

A catalogue specification sheet, or other information sheets prepared by the manufacturer shall be submitted in five (5) copies for approval to the Engineer for all items which the Contractor proposes to install or supply. The data supplied shall be sufficiently detailed to allow the Engineer to determine the suitability of the material and its adherence to the specifications.

Regardless of any information contained in the submittals, the requirements of the specifications must be followed and are not waived or superseded in any way by the submittal material review.

## 20. GENERAL SALES TAX

All materials are to be supplied to a sales tax exempt organization as defined by Texas Tax Code §151.355(5) and the Owner hereby claims an exemption from the payment of sales taxes.

As stated in the Texas Tax Code, Chapter 151, when a Contractor purchases material for incorporation in this project without paying the Limited Sales and Use Tax at the time of purchase, the Contractor shall identify separately from all other charges the total agreed contract price for materials incorporated. The Contractor shall have a sales tax permit and shall issue a Certificate of Resale to the seller. The Owner will issue a Certificate of Exemption to the Contractor.

The total amount of the Contract bid shall not include sales tax on materials incorporated into this project unless the Contractor pays such sales tax.

## 21. IMPLIED WORK

Work specified in the Specifications but not shown on the Plans, and work drawn on the Plans but not specified are to be executed as if fully set out in both ways; and any work or material which is not directly or indirectly noted in the Specifications or Plans, but is necessary for the proper carrying out of the obvious intentions thereof, is to be understood as implied work and to be provided by the Contractor in his bid as fully as if specifically described or delineated. Any discrepancies between Plans and Specifications must be reported to the Engineer for correction and interpretation before the work is executed.

## 22. DAMAGE TO WORK (LOSSES FROM NATURAL CAUSES)

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 unforeseen circumstances in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

## 23. WAGE RATES

The Contractor and any Subcontractor shall pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of this project in accordance with the following Wage Rate Decision (Attachment “A”).

The Contractor and any Subcontractor shall keep accurate records showing the names and

occupations of all laborers, workmen and mechanics employed by him in connection with this project which shall be made available to the Owner for inspection if requested.

## 24. INSURANCE REQUIREMENTS

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance and bonds required under this Contract have been secured and such insurance and bonds have been approved by the Owner.

Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance with employer's liability coverage for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). Contractor shall assure compliance with this statue by submitting two (2) copies of a standard certificate of coverage (e.g. ACCORD form) to Owner for every person providing services on the project as acceptable proof of coverage. The Certificate of Insurance must be presented as evidence of coverage for Contractor. Worker's Compensation Insurance coverage written by the Texas Workers' Compensation Fund is required, unless Owner agrees otherwise in writing. Contractor's policy shall apply to the State of Texas and include these endorsements in favor of Owner: waiver of subrogation and 30-day Notice of Cancellation. The minimum policy limits for Employer's Liability Insurance coverage shall be $500,000 bodily injury per accident, $500,000 bodily injury by disease policy limit and $500,000 bodily injury by disease each employee.

Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this contract, such public liability and property damages insurance as shall protect him and any subcontractor performing work covered by his contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operation under this contract, whether such operation be by himself or by one directly or indirectly employed by either of them, and the amount of such insurance shall have a combined bodily injury and property damage limit of not less than $500,000 per occurrence. Contractor shall provide the following endorsements; Owner listed as an additional insured; 30-day Notice of Cancellation in favor of Owner and waiver of transfer of recovery against others in favor of Owner. Contractor shall maintain Builder's Risk Insurance or Installation Insurance on an all-risk physical loss form in 100 percent of the Contract Sum if available for the project. Owner shall be a loss payee on the policy. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. Contractor shall provide Business Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles. The policy shall contain the following endorsements in favor of the Owner: Waiver of Subrogation Endorsement; 30-day Notice of Cancellation Endorsement; and Additional Insured Endorsement.

General Decision Number: TX140016 01/03/2014 TX16

Superseded General Decision Number: TX20130016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2014 |

* SUTX2011-006 08/03/2011

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures) | $ 12.56 | |
| ELECTRICIAN | $ 26.35 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb | $ 12.94 | |
| Structures | $ 12.87 | |
| LABORER | | |
| Asphalt Raker | $ 12.12 | |
| Flagger | $ 9.45 | |
| Laborer, Common | $ 10.50 | |
| Laborer, Utility | $ 12.27 | |
| Pipelayer | $ 12.79 | |
| Work Zone Barricade Servicer | $ 11.85 | |
| PAINTER (Structures) | $ 18.34 | |
| POWER EQUIPMENT OPERATOR: | | |
| Agricultural Tractor | $ 12.69 | |
| Asphalt Distributor | $ 15.55 | |
| Asphalt Paving Machine | $ 14.36 | |
| Boom Truck | $ 18.36 | |
| Broom or Sweeper | $ 11.04 | |
| Concrete Pavement Finishing Machine | $ 15.48 | |
| Crane, Hydraulic 80 tons or less | $ 18.36 | |
| Crane, Lattice Boom 80 | | |

tons or less.....$ 15.87
Crane, Lattice Boom over
80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling
Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

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

WELDER.....$ 15.97

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Identifiers

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

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

# STATEMENT OF QUALIFICATIONS

All questions must be answered. This statement must be notarized. Questions shall be answered on this form. Submit any additional information relative to this inquiry.

1. Name of Company.

2. Permanent mailing office address and phone number.

3. When organized?

4. If a corporation, when incorporated and names of officers.

5. How many years have you been engaged in contracting for business similar to this project?

6. Similar contracts on hand. (Show owner, amount of each contract and the engineer.)

7. Type of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. Provide a list of similar projects completed over the past five year period (minimum). State the name of the project, approximate dollar value, location, owner and name of a representative of the owner and/or the engineer familiar with the project with contact information (current telephone or other method).

11. List percentage of contract cost which you plan to subcontract.

12. List experience in construction work similar to this project with name of firm.

13. Background and experience of the principal members of your organizations which will be involved on project.

14. Is sufficient credit available for project?

15. Give Bank reference.

16. List equipment that you will place on the job site to perform work under this contract. Indicate if owned or leased.

17. Name principal suppliers of materials and equipment for this project.

18. The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the CITY OF KYLE in verification of the recitals comprising this Statement of Qualifications.

Dated at _____this ____ day of _____, 20____.

_____

By: _____

Title_____

State of Texas §
§
County of _____ §

_____being duly sworn deposes and says that he is

_____ of _____ and that the

answers to the foregoing questions and all statements therein contained are true and

correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My commission expires _____.

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**FOR**
**CITY OF KYLE**

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**REBEL ROAD GROUND STORAGE TANKS REHABILITATION**
**FOR**
**CITY OF KYLE**

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# SECTION 1

# GENERAL

## 0110 SUMMARY OF THE WORK

The work covered by these specifications shall consist of the rehabilitation of two welded steel water ground storage tanks, each 26 feet tall by 31'-10" in diameter located at 225 Rebel Drive in the City of Kyle.

Each tank shall be taken out of service, various repairs and modifications made and then blasted to bare metal and re-coated as specified. Alternatively, one or both of the tanks may have the exterior high pressure washed and overcoated as specified. The modifications shall include but not be limited to replacing the roof (center) vents, installing new shell manways and new interior ladders. A new overflow shall be installed in Ground Storage Tank No. 2 to match the elevation of existing overflow in Ground Storage Tank No. 1. There are several supplemental bid items included in the Bid Form which may or may not be awarded depending on need and/or project budget.

After blasting, Ground Storage Tank No. 2 will have the interior column roof support and rafters inspected to determine if replacement of one or more is needed. The rafters, whether new or existing, shall be seal welded to the roof interior prior to coating if they are not seal welded to the roof as an existing condition.

Exterior abrasive blasting to bare metal, when called for, shall be contained within a full shroud to control fugitive emissions from the blasting operation. Interior abrasive blasting to bare metal shall be contained within the tank and vented through a fabric sock installed over one of the shell manways to capture emissions from the blasting process. Any blasting of one tank while the adjacent tank is in service will require a woven nylon filter material over a framework placed over the roof vent of the adjacent tank to reduce the possibility of dust entering the tank. The framework shall be above the vent and a minimum of 5 feet across. The filter material shall be an uncoated airbag tarp which shall be sealed to the roof with magnets or some weighted material.

Details of tank appurtenances, location and tank orientation are in the Appendix of this specification. The tank site is identified on the Location Map in the APPENDIX.

## 0120 SHOP DRAWINGS

A catalog, specification sheet, or other information sheets, for all materials to be incorporated into the project shall be submitted in five (5) copies for approval to the Engineer. Any appurtenances which vary from those specified shall be described in detailed shop drawings. The data supplied shall be sufficiently detailed to allow the Engineer to determine the suitability of the material and its adherence to the specifications.

## 0130 SITE CLEANUP

0131 During Construction: The Contractor shall keep work areas free of litter and trash. Excavated material to be used as backfill shall be stockpiled and not allowed to be scattered. Topsoil shall be salvaged and used to recover disturbed areas. All surplus excavated material shall be removed as it is excavated, and disposed of at the Contractor's expense.

0132 Final: The entire work area shall be cleaned of all trash, debris, excess spoil material removed and disposed of off-site by Contractor.

All cleanup must be accepted by the Owner prior to issuance of final payment.

## 0140 SUBCONTRACTOR

The Contractor shall furnish the names and statement of qualifications of all proposed subcontractors at the time of the preconstruction conference.

## 0150 MEASUREMENT AND PAYMENT

The work for this Contract shall be bid as shown on the Drawings in the Appendix and these Specifications using the Bid Form and shall be paid for as bid, complete, installed, tested and judged satisfactory by the Engineer and Owner. The contract price shall be the total compensation for all labor, materials, equipment, and incidentals used to complete the work and perform all cleanup operations.

# SECTION 2

# TANK PAINTING

## 0210 GENERAL

The work to be performed on the water storage tank under this item shall include the furnishing of all labor, materials, tools and equipment required for painting.

The Contractor shall arrange for a pre-job conference at the job site to ensure that all parties involved, including the paint supplier and any painting sub-contractor, are familiar with the entire project including all specifications, safety codes and job site conditions.

## 0220 MATERIALS

The products listed in this specification are designated by trade name as a standard of quality. All materials must be from the same manufacturer. Substitutions will be considered only upon a written request for substitution being submitted to the engineer at least three (3) days prior to the receipt of bids. The submittal must include the manufacturer's complete technical literature and data sheets for the proposed products. Consideration will be given only to those products which have been used in similar projects.

Interior coating shall have NSF Standard 61 approval.

## 0230 DELIVERY AND STORAGE

All paints, thinners and coatings shall be delivered to the job site in their original, unopened containers with proper labels attached.

Coating material shall be stored in a secure location selected by the Contractor for that purpose. The storage areas shall be kept clean and any damage caused by the painting contractor shall be repaired. Oily rags and waste or other fire hazards shall be removed from the storage area each night and disposed of or stored in closed metal containers in accordance with applicable fire and safety regulations.

## 0240 SAFETY

The Contractor shall diligently observe all rules of safety, ventilation, fire hazards, etc., applicable under OSHA and EPA regulations, and in particular as spelled out in Section 7 - "Safety Precautions" of the AWWA Standard for Painting Steel Water Storage Tanks, D102 latest revision.

Paints and coatings specified herein are hazardous materials. Vapors may be toxic or explosive. Protective equipment, approved by the appropriate regulatory agency, is mandatory for all personnel involved in the abrasive blasting, coatings operations.

## 0250 WORKMANSHIP

The Contractor shall furnish workers who perform quality work and who are experienced and knowledgeable in the surface preparation and application of high performance industrial coatings.

Paint application procedures shall conform to the standards of craftsmanship discussed in the Steel Structures Painting Council's Painting Manual, Volume 1, Good Painting Practice. These techniques include, but are not limited to, multiple passes of the spray gun, with each pass overlapped 50%, and "cross hatching" successive coats of paint.

## 0260 EQUIPMENT

The Contractor shall use properly functioning equipment capable of performing the tasks required herein. Compressors shall be capable of providing a minimum of 90 psi at the blast nozzle(s) and shall provide clean air that is free of moisture and oil through the required oil and moisture traps. Paint spray rigs shall have properly functioning regulators and pressure gauges, and clean fluid lines which have not previously been used to spray zinc rich products or water base coating materials.

The Contractor shall also provide the appropriate gauges and test equipment such as wet and dry film thickness gauges and Holiday Inspection devices to verify the thickness and integrity of each coating film.

## 0270 SURFACE PREPARATION

In order to minimize airborne particulates from abrasive blasting, the interior and exterior of any new tank plates may be shop-primed. The Contractor shall advise the Engineer, sufficiently in advance (48 hours minimum) so inspection of the surface preparation may be permitted prior to application of the prime coat.

Cleaning and painting shall be so programmed that detrimental amounts of dust or other contaminants do not fall on wet, newly-painted surfaces. Surfaces not intended to be painted shall be suitably protected from the effects of cleaning and painting operations. The surface to be painted shall have the specified surface preparation at the time of application of the paint. If the surface is degraded or contaminated subsequent to surface preparation and prior to painting, the surface shall be restored before paint application.

0271 Cleaning: All surfaces to be coated shall be free of grease, oil, dirt and dust.

0272 Metal and Weld Preparation: All surface defects such as slag, welding flux and splatter, etc. shall be removed by grinding. Surface gouges and pits shall be filled and ground smooth. All rough welds shall be ground smooth and all sharp edges shall have a radius 1/8 inch minimum, 1/4 inch preferred.

0273 Abrasive Material: Blast only as much steel as can be coated the same day of blasting. Blast material to be used shall be 16-35 mesh, sharp angular material delivered to the jobsite in moisture-proof bags, and, with blast nozzle pressure that will produce a 2.0 to 2.5 mil profile. The profile thus obtained shall be verified with replica tape such as Tes-Tex Tape, and the tapes then given to the Owner for filing for future reference. Blasting shall not be performed if the surface may become wet before priming commences, or when surfaces are less than $5^{o}$ F above the dew point.

0274 Degree of Cleanliness & Surface Profile: All internal surfaces subject to immersion service shall be blasted to near white metal per SSPC-10, and shall have a profile of 2.0 to 2.5 mils. All external surfaces shall be blasted to a minimum commercial finish per SSPC-6, and shall have a profile of not less than 1.0 mil.

The standard of cleanliness for the surface preparation shall be evaluated with the use of: S.S.P.C. Pictorial Surface Preparation Standards for Painting Steel Surfaces, SSPC-Vis 1; Swedish Pictorial Standards; or NACE TM-01-70 Visual Standards and shall be finished by the Contractor.

0275 Overcoating: Where the exterior is specified to be overcoated without abrasion to bare metal, the surface shall have all loose paint, rust, foreign material and damage from welding removed by hand tool cleaning (SSPC-SP2) or power tool cleaning (SSPC-SP3) where there is corrosion to provide a clean surface for coating application. After spot repairs, areas that show bare metal shall be primed prior to high pressure wash. Areas that have intact coating shall be high pressure washed.

The high pressure wash shall be a high pressure solution of TSP and hot water spray with zero degree rotating nozzle; minimum 3,000 psi and 4 gpm. After the high pressure wash, the tank shall be rinsed with clean water.

The initial coat shall be tested for adherence to the washed surface prior to overcoating the entire tank.

## 0280 COATING APPLICATION

0281 Environmental Conditions: Coating shall not be applied when the substrate temperature is less than $50^{o}$ F; when the temperature is less than $5^{o}$ F above the dew point; or when the expected weather conditions are such that the substrate temperature will drop below $40^{o}$ F within 24 hours after the coating has been applied.

0282 Application Procedures: All coatings shall be applied in accordance with the manufacturer's recommendations and the specifications as outlined herein, using the best state-of-the art techniques that will result in a finish that is free of runs, sags, curtains, orange peel, fish eyes, excessive overspray, or delaminations. Materials shall only be thinned with the manufacturer's recommended thinners, and shall be thinned as required, to adjust the viscosity for temperature variations, proper atomization and flow-out. Any catalyzed material remaining at the end of the day shall be discarded. The intermediate coat on a 3-coat exterior application shall not be the same color as the finish coat, but will be of a hue so as not to interfere with final color

selection.

All welded seams shall have a coat of primer applied by brush prior to the application of primer to the remainder of the surface. In an epoxy paint system, pits or voids which cannot be ground down or covered adequately with the interior coat shall have flexible seam sealer applied. Only products which meet National Sanitation Foundation Standard 61 for potable water contact shall be approved. Areas which cannot be primed after assembly shall be primed before erection.

In order to prevent the degradation or contamination of cleaned surfaces, the first coat of paint shall be applied immediately after the surface has been cleaned. Succeeding coats shall be applied before contamination of the under surface occurs.

The Contractor shall brush blast to feather paint profile at welded seam to provide smooth transition between shop-primed and field primed surfaces.

Previously applied coatings shall be roughened prior to painting whenever necessary for the development of proper intercoat adhesion.

0283 Curing: Each coat of paint shall be allowed to dry for the amount of time recommended by the coating manufacturer before successive coats of paint are applied. All successive coats of paint shall be applied within the re-coat threshold time as recommended by the coating manufacturer.

Proper ventilation is essential to proper curing of any paint films, especially inside tanks. Solvent fumes are heavier than air and must be properly exhausted through adequate-sized bottom outlets using heavy duty explosion-proof forced air fans. Safety factors notwithstanding, failure to do so will result in the paint tending to run, difficulty in film building, extended curing schedules and, in the worst case situation, complete failure to cure.

Forced ventilation shall continue for at least 24 hours after the last coat has been applied, after which the tank or other enclosed areas shall be left open for an average of 5 to 7 days (consult manufacturer for specific curing schedule) for complete cure prior to placing the coating in service.

## 0290 INSPECTION

The Engineer shall be sufficiently notified in advance of work performed in order to perform the examination of and approval of each coat prior to application of the next coat. Runs, overspray, roughness, and/or abrasive in the coating, or other indications of improper application, shall be re-coated or repaired in accordance with the coating manufacturer's and the Engineer's instructions.

All repairs, surface preparation and painting will be subject to inspection by the engineer. Particular attention will be paid to hard to reach areas, bolted connections, anchor bolts, and thread joints. The guide lines as specified in the standards published by the Steel Structures Painting Council will be used as a basis for acceptance or rejection of the cleaning, painting, or coating application. The SSPC-Vis 1-635, Pictorial Surface, along with single probe magnetic pull off dry

film thickness gauges, electrical holiday detectors, and standard wet film thickness gauges may be used to determine the acceptability of the paint application.

0291 Film Thickness: Film thickness shall be checked with a non-destructive, magnetic-type or electronic thickness gauge. The Contractor shall furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to verify accuracy of thickness gauge.

0292 Holiday Test: Inspection shall commence only after the coating has achieved a full cure, usually 1 to 5 days, (consult manufacturer for specific curing schedule.)

Inspection device to be used shall be a 67 ½ volt D. C., 80,000 ohm Tinker-Rasor wet sponge holiday detector, or equal.

Device shall be properly grounded, and sponge shall be saturated and lightly wrung out using clear tap water only. Sponge shall be moved at a slow to moderate pace over all surfaces. Any defects detected shall be marked with chalk, repaired, and reinspected.

## 02100 PAINTING SCHEDULE

The tanks to be completely recoated shall use the following Paint Systems: AWWA Interior Paint System No. 5 and AWWA Exterior Paint System No. 6. :

| Degree of Surface Preparation | INTERIOR SURFACES | | | RECOAT EXTERIOR SURFACES | | |
|---|---|---|---|---|---|---|
| | First Coat | Second Coat | Third Coat | First Coat | Second Coat | Third Coat |
| SSPC-10 | 2.5 to 3.5 mils of Tnemec 91-$H_2O$ Zinc Rich Primer, or equal | 4-5 mils of Tnemec 20-2000 Pota-Pox Epoxy, or equal | 4-5 mils of Tnemec 20-2000 Pota-Pox Epoxy, or equal | | | |
| SSPC-6 | | | | 2.5-3.5 mils of Tnemec 91-Zinc Rich Primer, or equal | 4-5 mils Tnemec 66 Hi-build Epoxoline Epoxy, or equal | 2-3 mils Tnemec 1074-Endura Shield II High Solids Polyurethane, Gloss, or equal |

The tank to be overcoated shall use the following Paint System:

| Degree of Surface Preparation | INTERIOR SURFACES | | | OVERCOAT EXTERIOR SURFACES | | |
|---|---|---|---|---|---|---|
| | First Coat | Second Coat | Third Coat | First Coat | Second Coat | Third Coat |
| Spot Repair Hand Tool SSPC-SP2 or Power Tool Clean SSPC-SP3, where required and High Pressure Wash Entire Tank | | | | Where spot repairs made, prime after cleaning with 4-6 mils of epoxy Tnemec 135 or equal. | 4-6 mils of epoxy Tnemec 135 or equal over prepared areas | 2-3 mils gloss polyurethane Tnemec 74 |

02101 Color: The final color of the tank shall be Tnemec 11WH - White, or approved equivalent. Each successive coat shall be of a contrasting color of the final coat color.

# SECTION 3

# MISCELLANEOUS CONSTRUCTION

## 0310 GENERAL

This section of the specifications describes various repairs and additions to be made to potable water storage tanks, upon authorization of the Owner.

## 0320 WELDING

Welding shall be performed in accordance with AWWA D100 Sections 8 and 11. The Contractor shall provide welder's qualifications prior to the start of work or the welder's certificates at the request of the Engineer.

All tank shell welds shall be full penetration butt joints. Lap joint welds are allowed on the floor and roof of the tank. Lap joints on the floor of the tank need only be fillet welded on the top side. The top of the tank roof shall be completely fillet welded and the interior of the roof lap joints shall be completely seal welded. Tack welds used in the assembly of the tank may need not be removed in the final welding of the tank provided that they are sound and the subsequently applied weld are thoroughly fused into the tack welds.

Prior to the welders leaving the site, the welds shall have all surface defects such as gouges, pits, slag, welding flux and splatter, etc. removed by grinding. All rough welds shall be ground smooth and all sharp edges shall have a radius 1/8 inch minimum, 1/4 inch preferred.

0321 Electrodes: Manual arc-welding electrodes shall conform to the requirements of the latest revision of AWS-ASTM Specifications for Mild Steel Arc-Welding Electrodes (AWS A 5.1, ASTM A 233). Electrodes shall be any E60 or E70 classification suitable for the electric-current characteristics, the position of welding, and other conditions of intended use. All welding shall be in accordance with Section 8 of AWWA Specification D100.

## 0330 TANK APPURTENANCES

The rehabilitation work includes the installation of the following appurtenances which shall be welded in place in accordance with this Section.

0331 Roof Access Hatch: A roof hatch, where called for in the Bid Schedule, shall conform to the sketch included in the APPENDIX. The tank roof shall have a curbed, upward opening 30 inches square. The curb shall extend at least 4 inches above the roof sheet. The hatch lip shall be hinged and provisions made for locking. The hatch cover lip should extend for a distance of 2 inches down on the outside of the curb. Roof access hatch shall have a label (approximate size 10" x 18") stenciled or affixed which states: CONFINED SPACE - DO NOT ENTER.

0332 Shell Manway: Install new 30-inch circular manhole on each tank welded to shell

plates with reinforced opening plate in tank shell and hinged cover plate conforming to the detail in the APPENDIX. New manway gasket material shall be provided and made of material approved for use in public water supply systems. The manway cover shall have an arm and hinged connection to the tank shell to support the cover when open. Manway shall have a label (approximate size 10" x 18") stenciled or affixed which states: CONFINED SPACE - DO NOT ENTER .

0333 Roof Vent: Vent shall be removable with a 16-inch diameter screened area and a removable 20-inch diameter opening (minimum) into the tank conforming to the detail in the APPENDIX. A vent covered with 16 mesh fiberglass screen cloth shall be provided at the apex of the tank roof. The vent shall be of adequate size to safely vent the tank during periods of maximum pumping or withdrawal and shall be based upon 2,250 gpm.

0334 Shell Ladder: Where called for, the interior ladder shall extend from the bottom of the tank to the top of the shell. Rungs shall be 16 inches long, 3/4-inch round bar at 12 inch intervals as shown in the detail in the APPENDIX. Rails shall be 2" x 3/8" attached to the shell by 2" x 3/8" bar, 12 inches long.

0335 Ladder Safety Climbing Device: Where called for, the interior access ladder shall be equipped with stainless steel fall protection safety device complete with guide, mounting brackets and appurtenances. Two rail sleeves and two belts are to be provided by the Contractor. Device shall be a SAF-T-CLIMB from North Safety Products (800/ 836-8006), Ladder Safety Rail from DHV, Inc., Mineral Wells, Texas, or approved equal.

0336 Overflow: Each tank shall have an overflow with flume of 12-inch diameter minimum. Smaller flumes shall be replaced and the elevations of the final flumes shall be equal.

# SECTION 4

# DISINFECTION

## 0410 GENERAL INFORMATION

The disinfection of the tank shall be done no sooner than seven days after the final coat of the interior painting has been finished. The disinfection procedure shall be in accordance with AWWA D652. The disinfecting agent shall be chlorine, either supplied in a liquid form or in the form of a hypochlorite powder.

## 0420 METHOD

The three acceptable methods under AWWA 652 are:

1. Chlorination of the full storage facility with uniformly-mixed chlorine liquid or hypochorites such that at the end of 24 hours the water will have a free chlorine residual of not less than 10 mg/L.

2. Spraying or painting of all storage facility water-contact surfaces with a solution of 200 mg/L available chlorine. The tanks will then be filled and the water shall have a 2 mg/L concentration of available chlorine after 24 hours.

3. Chlorination of full storage facility with water having a free chlorine residual of 2 mg/L after 24 hours. This method requires the introduction of water having a 50 mg/L chlorine concentration and filling the tanks up to 5 percent total volume. This solution shall be held in the tanks for a minimum 6 hours, then the tanks will be filled with potable water. The water must have a free chlorine residual concentration of at least 2 mg/L at the end of 24 hours.

Only water with a residual of 2 mg/l of total chlorine or less and a good bacteriological sample may be used in the water system.

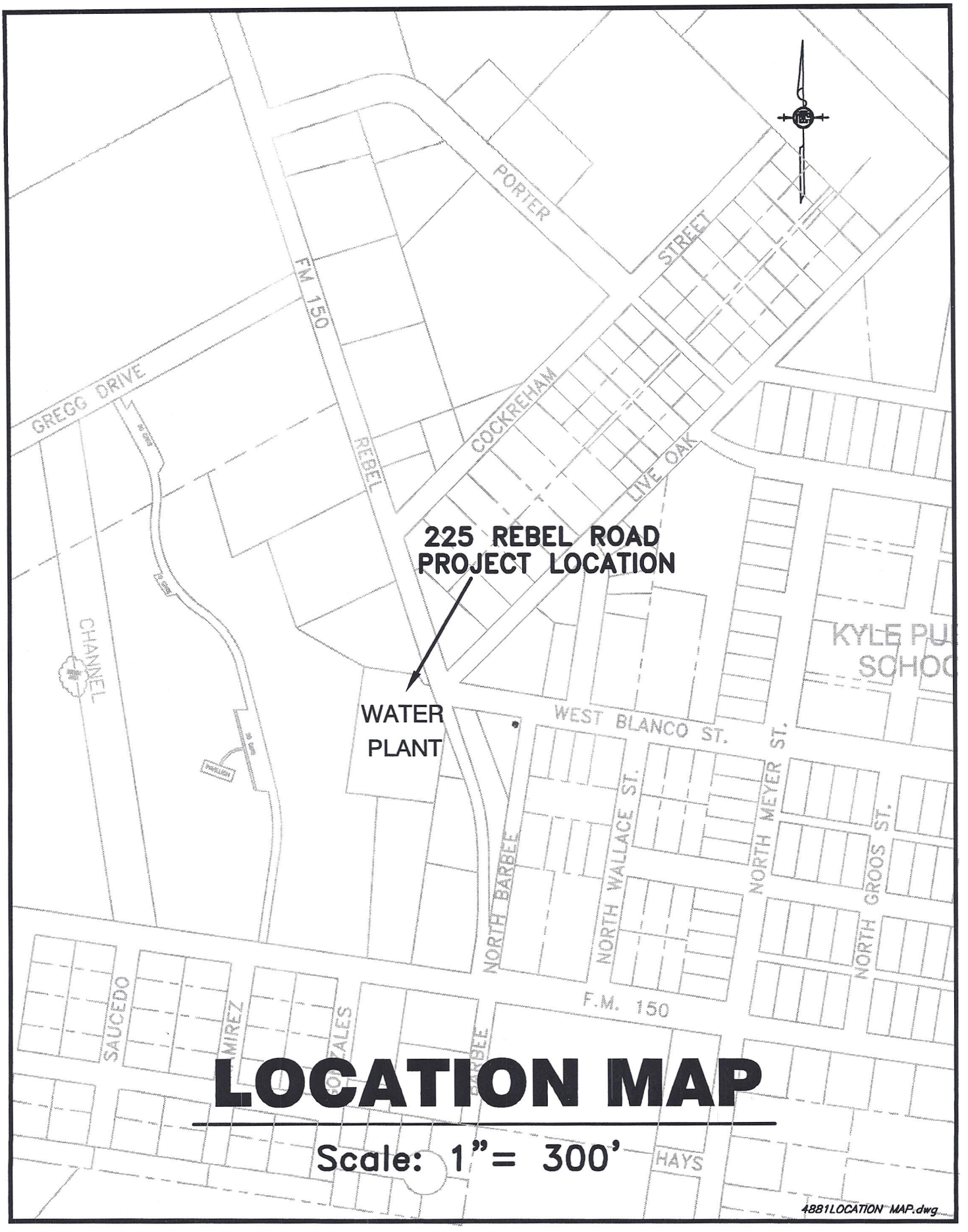
**AMOUNTS OF CHEMICALS REQUIRED TO GIVE VARIOUS CHLORINE CONCENTRATIONS IN 100,000 GALLONS OF WATER**

| Desired Chlorine Concentration in Water (mg/l) Applied | SODIUM HYPOCHLORITE REQUIRED (Gallons) | | | CALCIUM HYPOCHLORITE REQUIRED (LBS) |
|---|---|---|---|---|
| | 5-Percent Available Chlorine | 10-Percent Available Chlorine | 15-Percent Available Chlorine | 65-Percent Available Chlorine |
| 2 | 3.9 | 2.0 | 1.3 | 2.6 |
| 10 | 19.4 | 9.9 | 6.7 | 12.8 |
| 50 | 97.0 | 49.6 | 33.4 | 64.0 |

# APPENDIX

# LIST OF DRAWINGS

1. Location Map
2. Piping Plan
3. Ground Storage Tank No. 1 Orientation Plan
4. Ground Storage Tank No. 1 Orientation Plan
5. Roof Vent Detail
6. Shell Manway Detail
7. Roof Access Hatch Detail
8. Overflow Modification Detail
9. Interior Shell Ladder Detail
10. Instrument Nozzle Detail
11. City of Kyle Logo



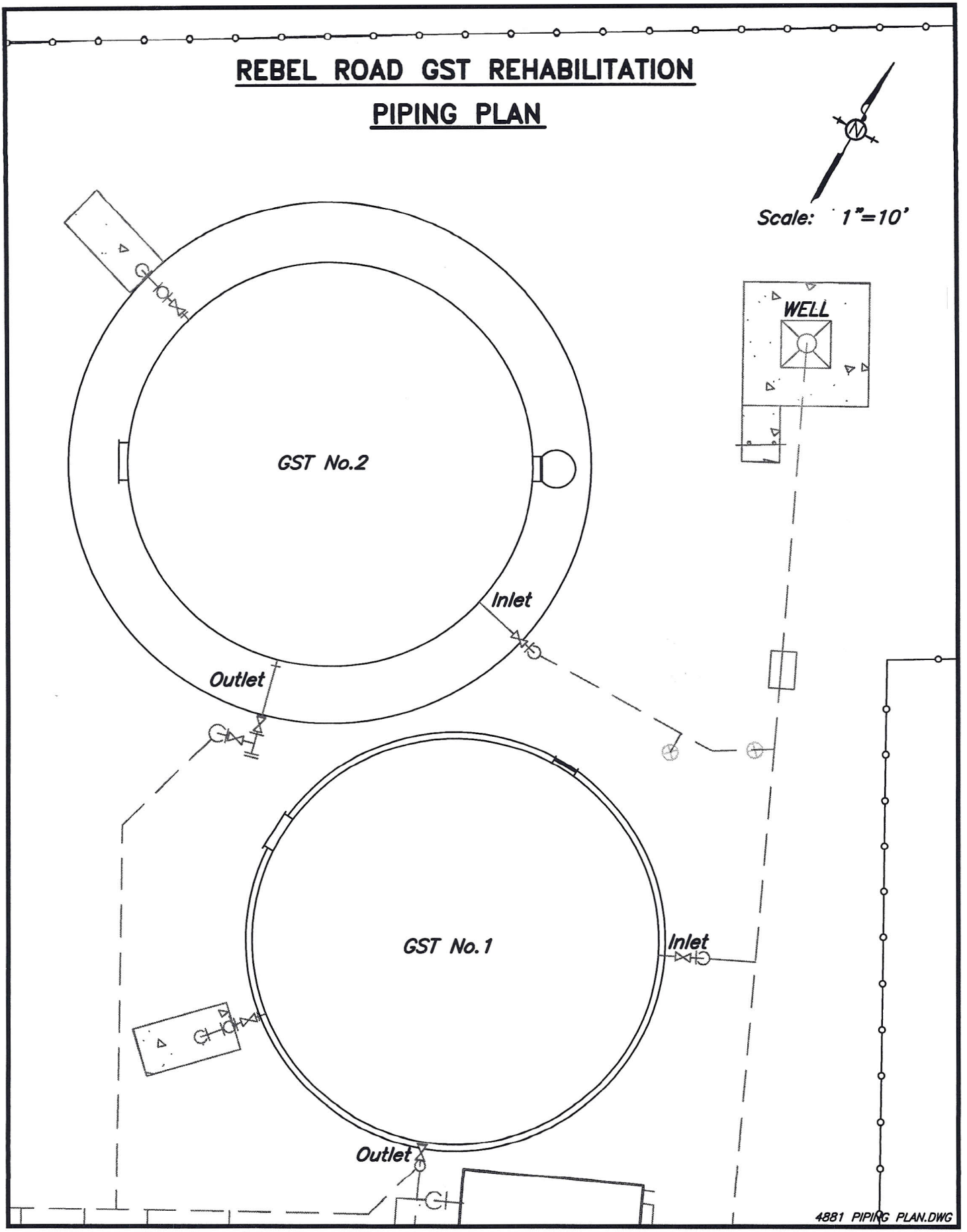

# LOCATION MAP

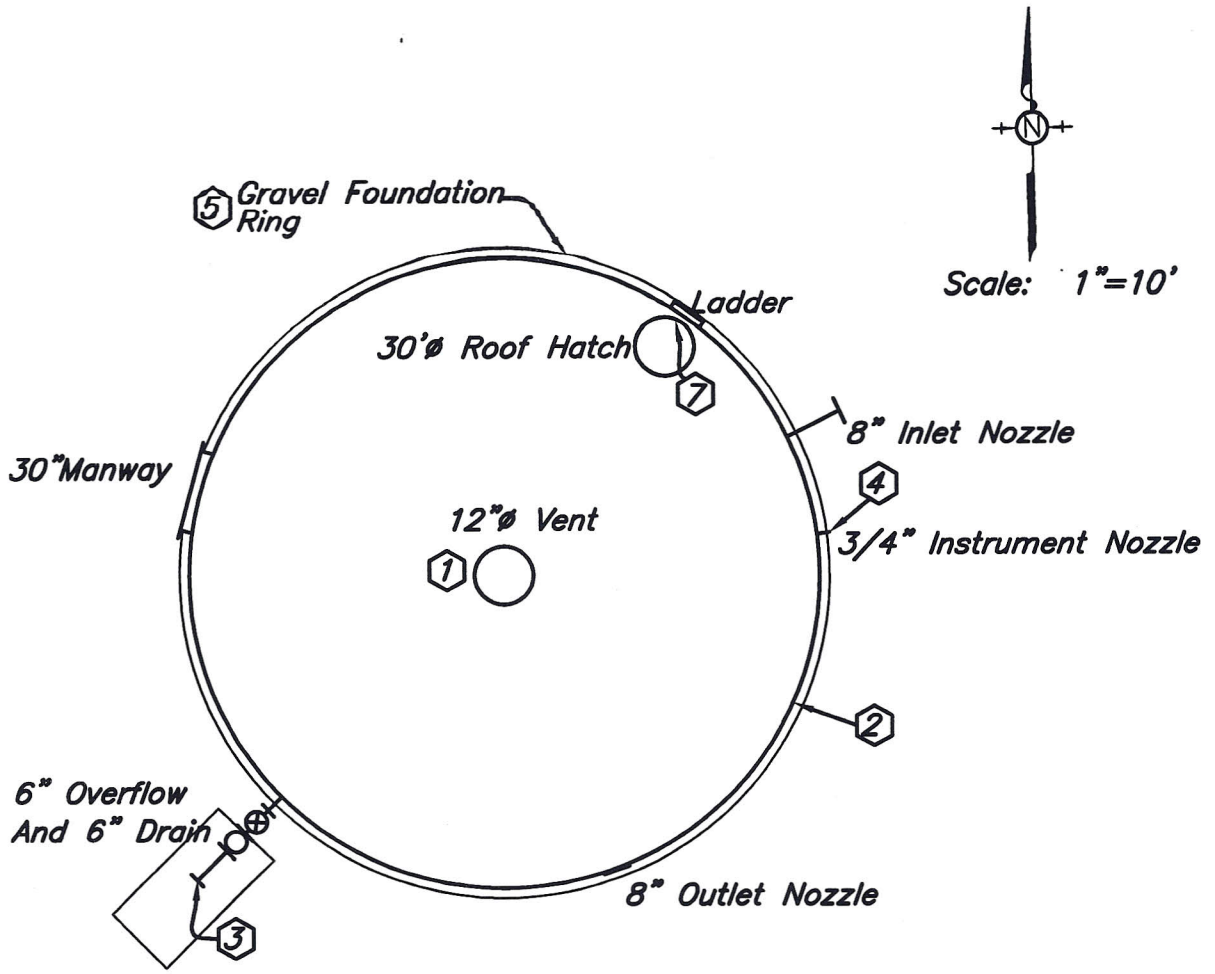
Scale: 1"= 300'

4881LOCATION MAP.dwg

# REBEL ROAD GST REHABILITATION

## PIPING PLAN



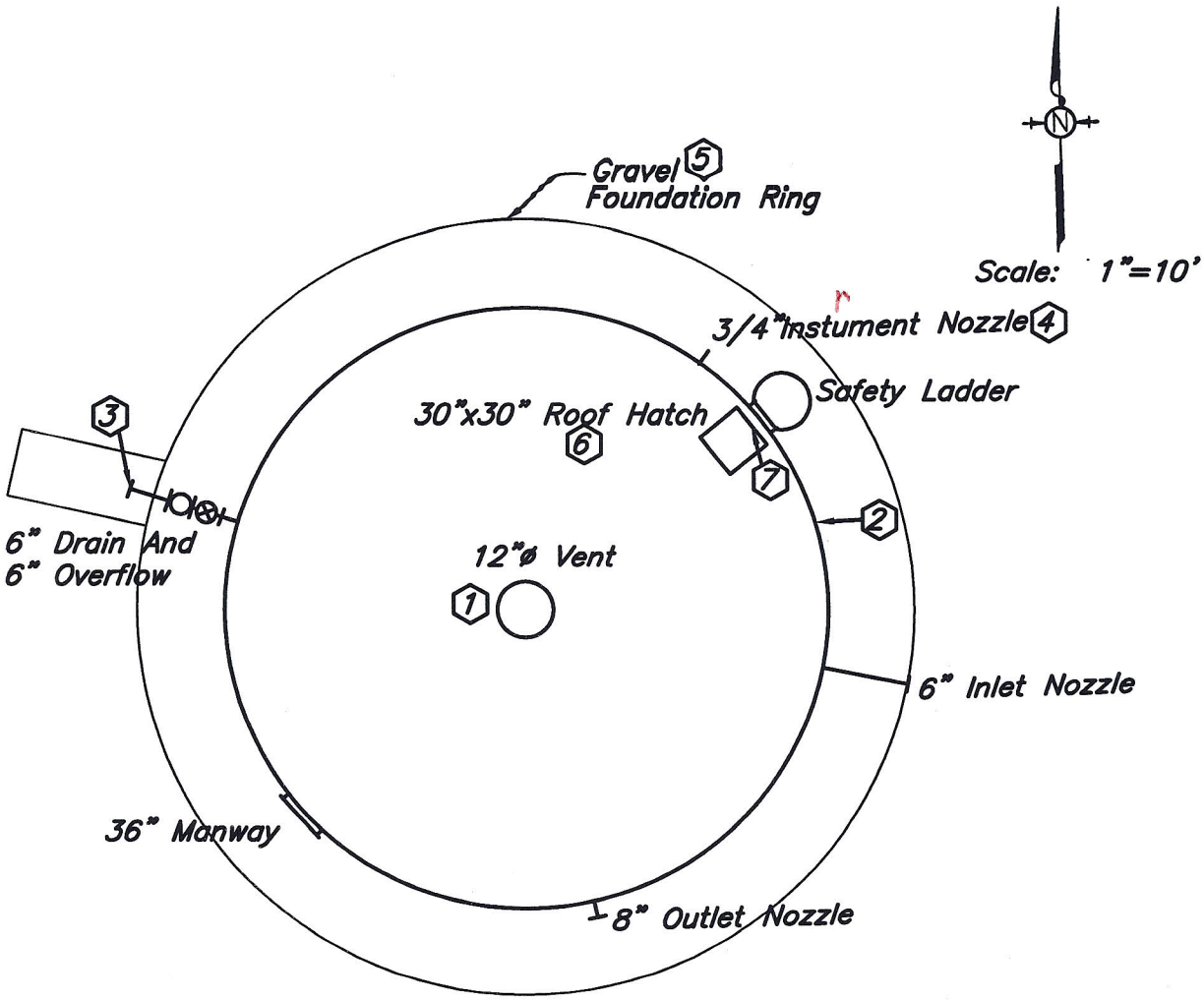



*PROPOSED APPURTENANCES*

1. *New 16" Roof Vent*
2. *New 30" Shell Manway*
3. *New 6" Flap Valve*
4. *New 3" Instrument Nozzle (Supplemental Item)*
5. *Clean Vegetation From Foundation Ring*
6. *New 30"x30" Roof Hatch (Supplemental Item)*
7. *New Interior Ladder*

# REBEL ROAD GST NO. 1
# TANK ORIENTATION PLAN

*4881 TOPO.DWG*



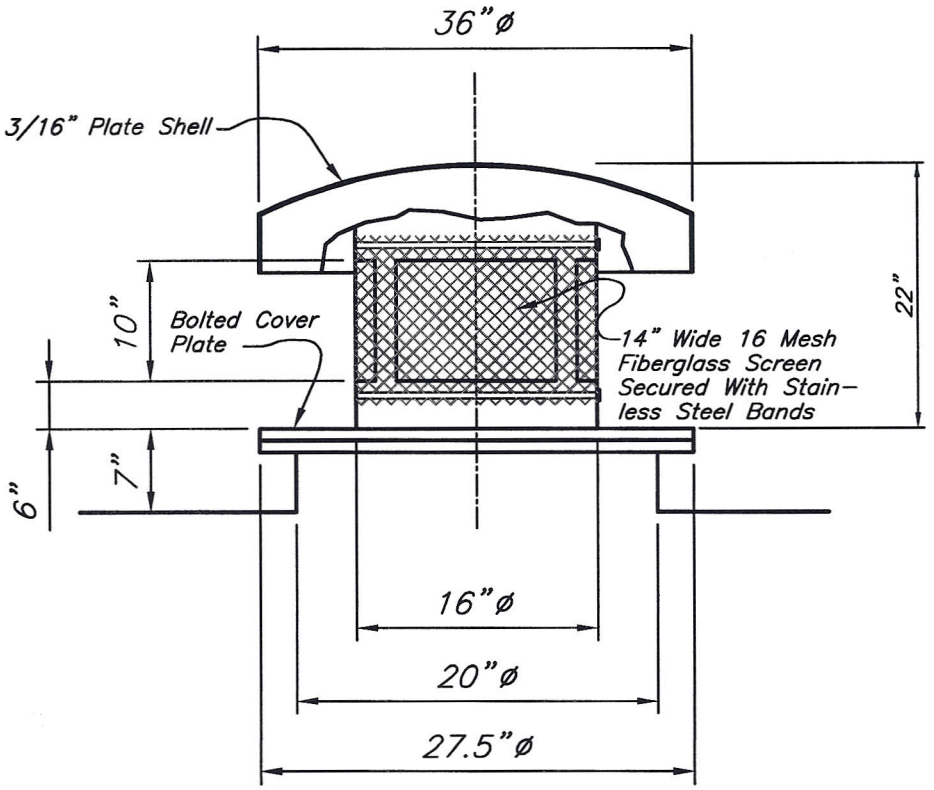

*PROPOSED APPURTENANCES*

1. *New 16" Roof Vent*
2. *New 30" Shell Manway*
3. *New 6" Flap Valve*
4. *New 3" Instrument Nozzle (Supplemental Item)*
5. *Clean Vegetation From Foundation Ring*
6. *New 30"x30" Roof Hatch (Supplemental Item)*
7. *New Interior Ladder*

# REBEL ROAD GST NO. 2

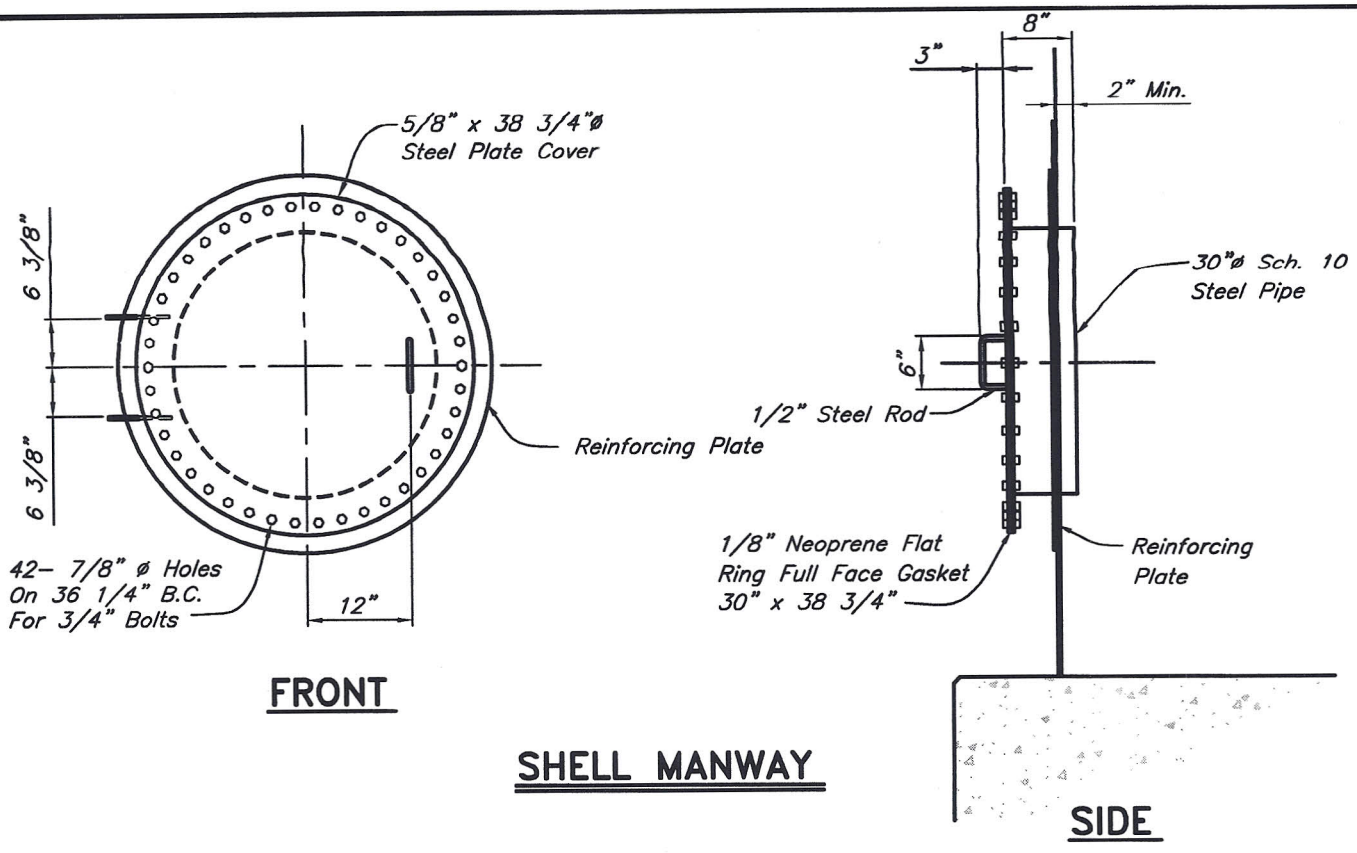
# TANK ORIENTATION PLAN

*4881 TOPO2.DWG*




# 16"ø VENT DETAIL

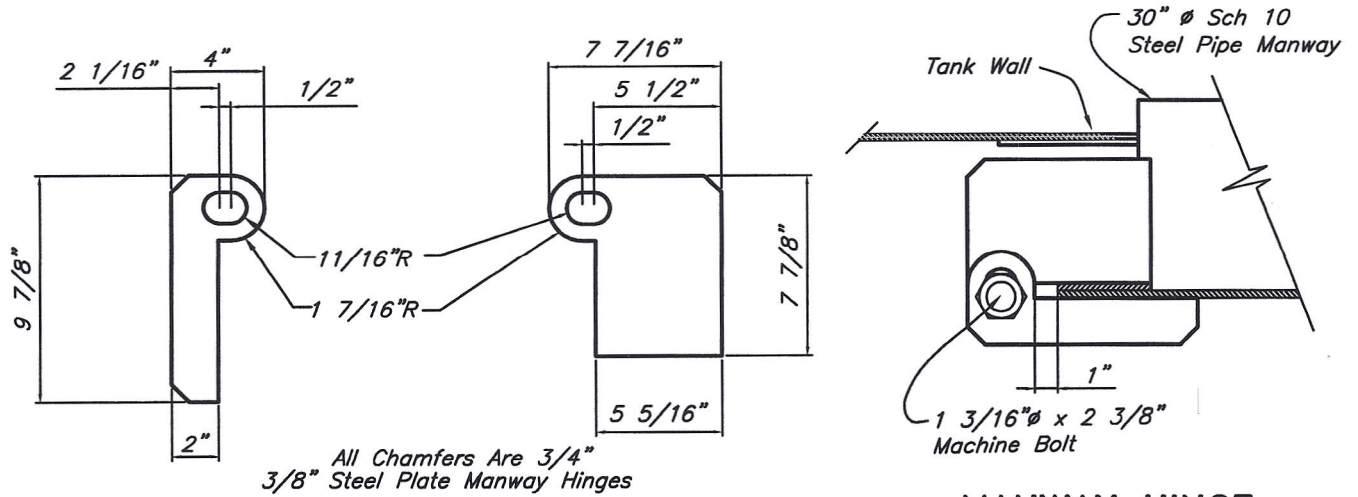
# REBEL ROAD GST REHABILITATION
# CITY OF KYLE




**FRONT**

**SHELL MANWAY**

**SIDE**



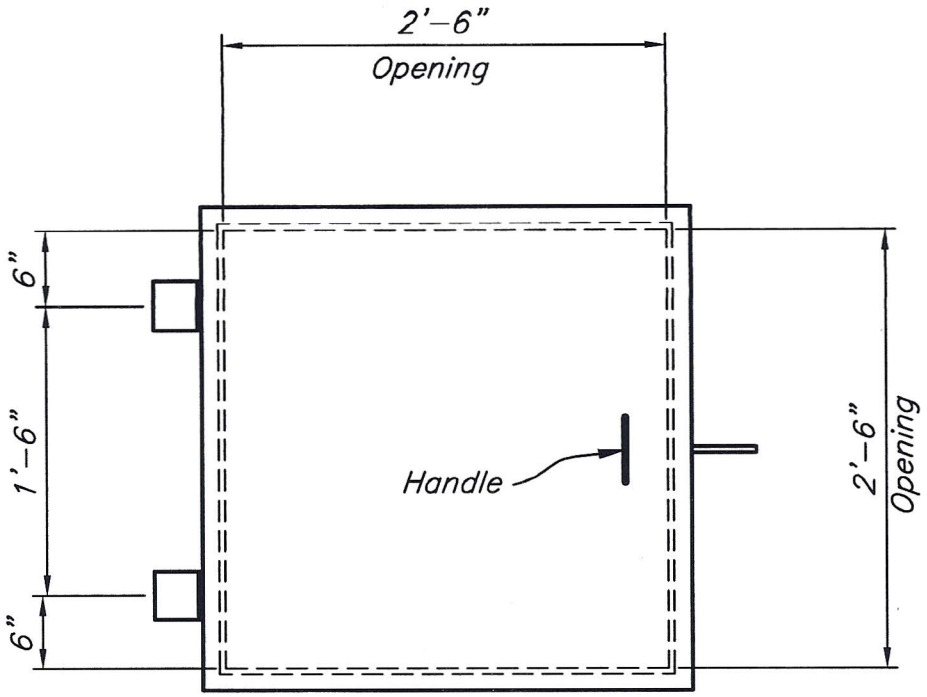

**COVER HINGE HALF**

**FIXED HINGE HALF**

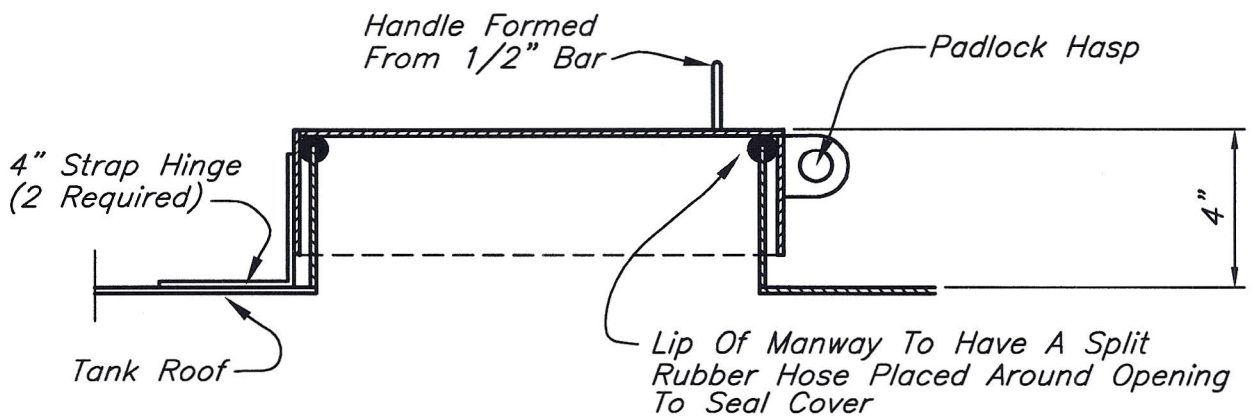
**MANWAY HINGE ASSEMBLY**

## MANWAY HINGE DETAIL

# REBEL ROAD GST REHABILITATION
# CITY OF KYLE

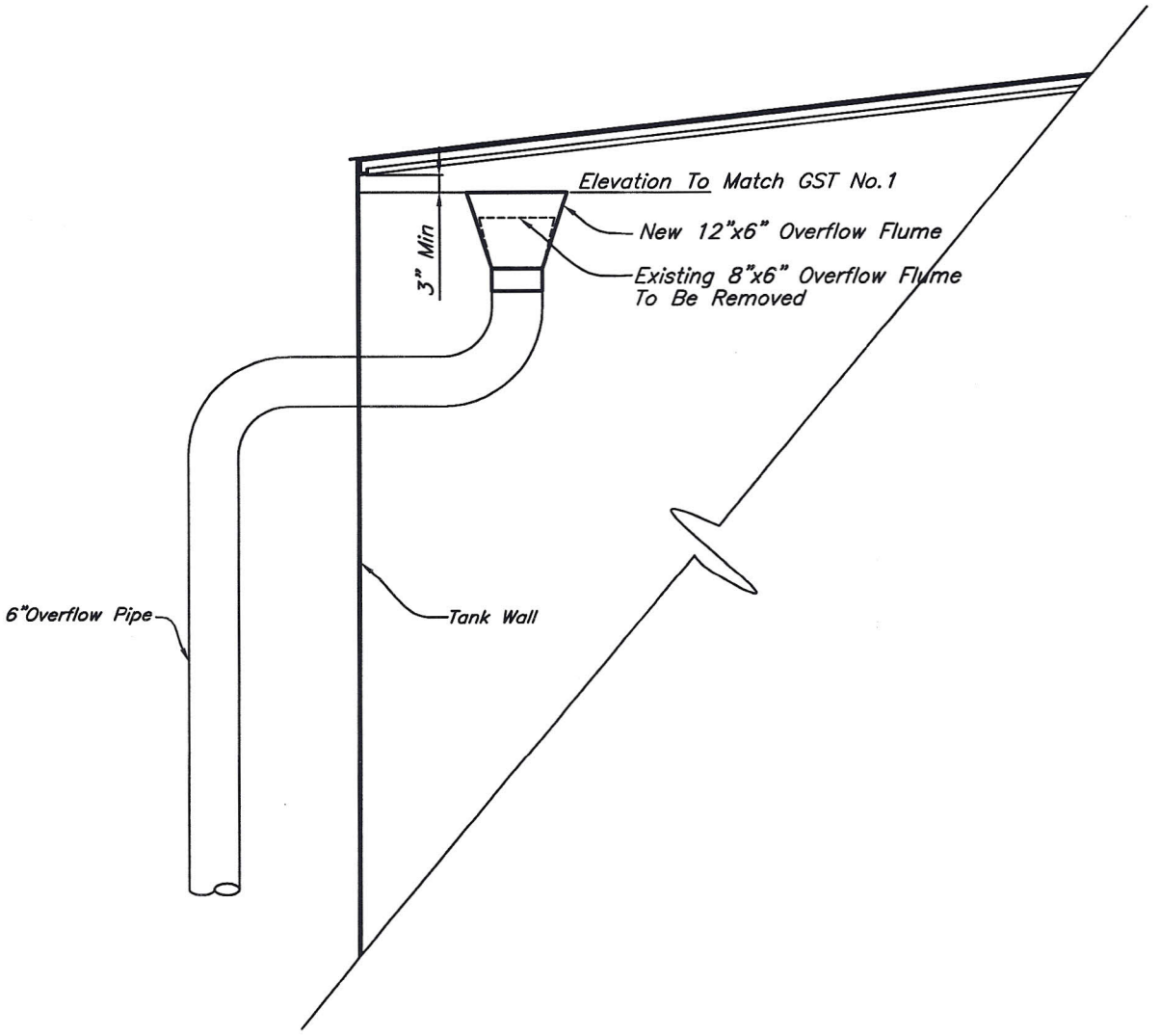



## PLAN




## SECTION

# REBEL ROAD GST REHABILITATION
# CITY OF KYLE

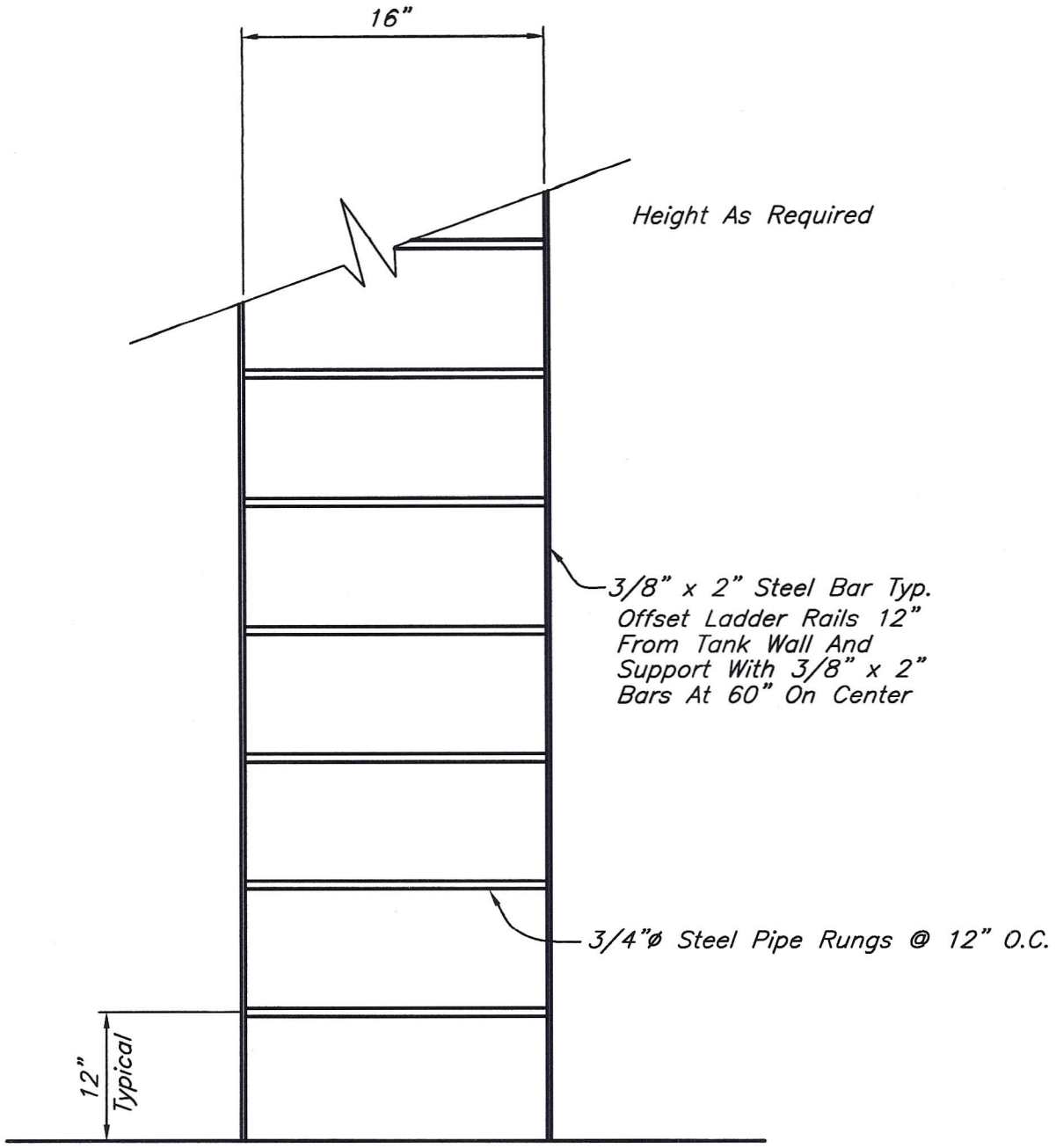



**OVERFLOW MODIFICATION DETAIL**

# REBEL ROAD GST REHABILITATION
# CITY OF KYLE

March 2014

4881 OVERFLOW.dwg



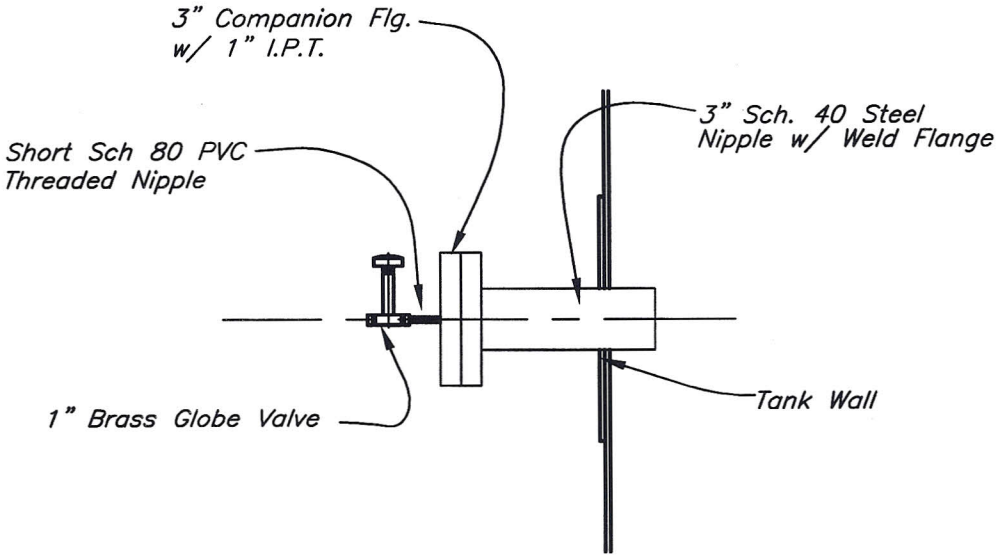

**INTERIOR LADDER DETAIL**

N.T.S.

# REBEL ROAD GST REHABILITATION

# CITY OF KYLE

NWA 4881 March 2014 LADDER.dwg




# TANK INSTRUMENT NOZZLE DETAIL

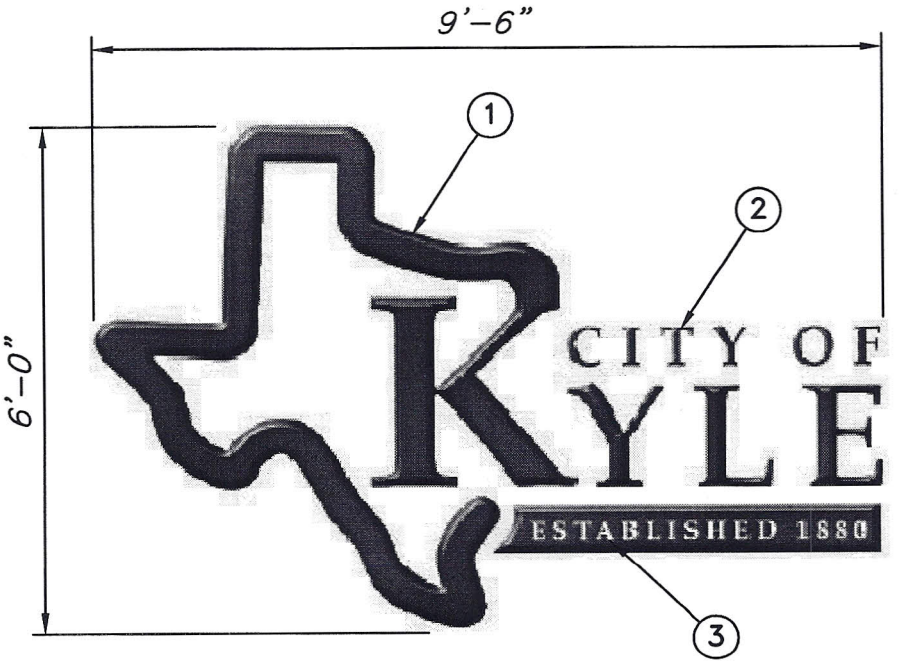
# REBEL ROAD GST REHABILITATION

# CITY OF KYLE

NWA 4881 March 2014 TANK INSTRUMENT.dwg

## RECOMMENDED COLORS

1. Brand – True Blue / Safety –11SF
2. "City Of" – Spearmint Green / Safety – 09SF
3. "Established"– Candy Apple Red / Safety – 06SF




## KYLE LOGO

# REBEL ROAD GST REHABILITATION