# 00 91 13.01 ADDENDUM NO. 1

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the Contract Documents. Bidders shall acknowledge receipt of this Addendum in the space provided on the Bid Form.



FREESE AND NICHOLS, INC. TEXAS REGISTERED ENGINEERING FIRM F-2144

# **BIDDING REQUIREMENTS:**

# Section 00 42 23 "BID FORM"

Modified Article 5.01.

Modification: Modify the paragraph by deleting "Bidder will complete the Work in accordance with the Contract Documents for the following price(s):" and adding the following: "Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown in 00 42 23.01 "Bid Form Exhibit A.""

Replace 00 42 23.01 "Bid Form Exhibit A" in its entirety. An Excel version of "Bid Form Exhibit A" is provided with this addendum.

### Section 00 52 23 "AGREEMENT"

Replaced Article 4.02.

Replace entire section with the following:

# "4.02 Days to Achieve Substantial Completion and Final Payment

- A. Base Bid
  - 1. The Work will be substantially completed and placed in service in accordance with Paragraph 14.04 of the General Conditions within 504 calendar days after the date when the Contract Times commence to run.
  - 2. The Work will be finally completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 564 calendar days after the date when the Contract Times commence to run.
- B. Bid Alternate
  - 1. The Work will be substantially completed and placed in service in accordance with Paragraph 14.04 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.
  - 2. The Work will be finally completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run."

#### Modified Article 4.03.A.

Modification: Modify the paragraph by deleting " $\frac{5500.00}{1000}$  for each day" in both locations it appears in the paragraph and adding the following: " $\frac{1,000.00}{1000}$  for each day".

# Section 01 23 10 "ALTERNATES AND ALLOWANCES"

Modified Article 1.04.A.

Modification: Modify the paragraph by deleting "(None)" and adding the following:

"A. Flagging for Construction within Railroad ROW

1. This allowance is for fees to be charged by Union Pacific Railroad to the Contractor for flagging services during construction within the railroad ROW and foul zone."

# **DRAWINGS:**

# REPLACE THE FOLLOWING SHEETS

| Replace Sheet | With Sheet |
|---------------|------------|
| 5             | 5          |
| 10K           | 10K        |
| 10L           | 10L        |
| 10M           | 10M        |
| 10N           | 10N        |
| 13            | 13         |
| 16            | 16         |
| 26            | 26         |
| 37            | 37         |
| 73            | 73         |
| 74            | 74         |
| 76            | 76         |
| 205           | 205        |

# END OF ADDENDUM NO. 1

# **BID FORM**

# N. Burleson Street Improvements

# TABLE OF ARTICLES

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## **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Kyle City Hall at 100 West Center Street, Kyle, Texas 78640

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

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

| Addendum No. | Addendum Date |
|--------------|---------------|
|              |               |
|              |               |
|              |               |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

### **ARTICLE 4 – FURTHER REPRESENTATIONS**

- 4.01 Bidder further represents that:
  - A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
  - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
  - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
  - D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## **ARTICLE 5 – BASIS OF BID**

5.01 Bid includes all items necessary to construct the roadway, bridge, drainage, illumination, water line, and sanitary sewer improvements per the plans. Base Bid will be used in determining the lowest bidder for that work. Award of contract does not constitute approval of Bid Alternate 1 or Bid Alternate 2. Bid Alternate 1 or Bid Alternate 2 will be separately approved and awarded to the lowest bidder for the respective Bid Alternate. Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown in 00 42 23.01 "Bid Form Exhibit A."

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete in accordance with Paragraph 14.04 and will be finally complete and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Bid security;
  - B. complete responses to information required in Bid;
  - C. the entire Bid with all blanks filled in completely.

# **ARTICLE 8 – DEFINED TERMS**

# **ARTICLE 9 – BID SUBMITTAL**

| .01 | This Bid submitted by:     |
|-----|----------------------------|
|     | Bidder (typed or printed): |
|     | Ву:                        |
|     | (Authorized Signature)     |
|     | Title:                     |
|     | Date:                      |
|     | Business Address:          |
|     | Telephone Number:          |
|     | Fax Number:                |
|     | E-Mail Address:            |

#### 00 42 23.01 "Bid Form Exhibit A" City of Kyle - N. Burleson Street Improvements Basis of Bid

BASE BID

| BASE        |                |   |      |                       |            |                 |
|-------------|----------------|---|------|-----------------------|------------|-----------------|
| Item<br>No. | Spec Item      | Description                                     | Unit | Estimated<br>Quantity | Unit Price | Extended Amount |
| 1           | TxDOT 100 6002 | PREPARING ROW                                   | STA  | 66                    |            |                 |
| 2           | TxDOT 104 6015 | REMOVING CONC (SIDEWALKS)                       | SY   | 200                   |            |                 |
| 3           | TxDOT 106 6002 | OBLITERATING ABANDONED ROAD                     | SY   | 1,053                 |            |                 |
| 4           | TxDOT 110 6001 | EXCAVATION (ROADWAY)                            | CY   | 13,662                |            |                 |
| 5           | TxDOT 110 6002 | EXCAVATION (CHANNEL)                            | CY   | 40                    |            |                 |
| 6           | TxDOT 110 6003 | EXCAVATION (POND)                               | CY   | 9,800                 |            |                 |
| 7           | TxDOT 132 6005 | EMBANKMENT (FINAL) (ORD COMP) (TY C)            | CY   | 1,790                 |            |                 |
| 8           | TxDOT 160 6003 | FURNISHING AND PLACING TOPSOIL (4")             | SY   | 17,142                |            |                 |
| 9           | TxDOT 162 6002 | BLOCK SODDING                                   | SY   | 9,195                 |            |                 |
| 10          | TxDOT 162 6002 | BLOCK SODDING - BUFFALOGRASS                    | SY   | 445                   |            |                 |
| 11          | TxDOT 164 6027 | CELL FBR MLCH SEED (PERM) (URBAN) (CLAY)        | SY   | 17,142                |            |                 |
| 12          | TxDOT 166 6002 | FERTILIZER                                      | TON  | 4                     |            |                 |
| 13          | TxDOT 168 6001 | VEGETATIVE WATERING                             | MG   | 140                   |            |                 |
| 14          | TxDOT 192 6002 | PLANT MATERIAL (1-GAL)                          | EA   | 102                   |            |                 |
| 15          | TxDOT 192 6003 | PLANT MATERIAL (3-GAL)                          | EA   | 376                   |            |                 |
| 16          | TxDOT 192 6004 | PLANT MATERIAL (5-GAL)                          | EA   | 71                    |            |                 |
| 17          | TxDOT 192 6015 | LANDSCAPE EDGE                                  | LF   | 710                   |            |                 |
| 18          | TxDOT 192 6018 | PLANT MATERIAL (2-GAL)                          | EA   | 653                   |            |                 |
| 19          | TxDOT 192 6024 | PLANT MATERIAL (30 GAL) (TREE)                  | EA   | 1                     |            |                 |
| 20          | TxDOT 192 6026 | PLANT MATERIAL (65 GAL) (TREE)                  | EA   | 12                    |            |                 |
| 21          | TxDOT 247 6366 | FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS) (10") | CY   | 4,226                 |            |                 |
| 22          | TxDOT 247 6366 | FLEXIBLE BASE (GRAVEL PAVEMENT REPAIR)          | SY   | 20                    |            |                 |
| 23          | TxDOT 260 6002 | LIME (HYDRATED LIME (SLURRY))                   | TON  | 627                   |            |                 |
| 24          | TxDOT 260 6009 | LIME TRT (SUBGRADE)(10")                        | SY   | 25,325                |            |                 |
| 25          | TxDOT 310 6005 | PRIME COAT (AE-P)(0.20 GAL/SY)                  | GAL  | 5,069                 |            |                 |
| 26          | TxDOT 341 6008 | D-GR HMA TY-B PG64-22 (3")                      | TON  | 3,580                 |            |                 |
| 27          | TxDOT 341 6008 | D-GR HMA TY-B PG64-22 (8")                      | TON  | 1,592                 |            |                 |
| 28          | TxDOT 341 6030 | D-GR HMA TY-C SAC-B PG76-22 (2")                | TON  | 2,385                 |            |                 |
| 29          | TxDOT 341 6030 | D-GR HMA TY-C SAC-B PG76-22 (2") (OVERLAY)      | TON  | 309                   |            |                 |
| 30          | TxDOT 341 6030 | D-GR HMA TY-C SAC-B PG76-22 (LEVEL UP)          | TON  | 100                   |            |                 |
| 31          | TxDOT 341 6030 | D-GR HMA TY-C SAC-B PG76-22 (3")                | TON  | 689                   |            |                 |
| 32          | TxDOT 341 6030 | D-GR HMA TY-C SAC-B PG76-22 (PAVEMENT REPAIR)   | SY   | 32                    |            |                 |
| 33          | TxDOT 354 6045 | PLANE ASPH CONC PAV (2")                        | SY   | 2,682                 |            |                 |
| 34          | TxDOT 400 6002 | STRUCTURAL EXCAVATION                           | CY   | 13,098                |            |                 |
| 35          | TxDOT 402 6001 | TRENCH EXCAVATION PROTECTION                    | LF   | 4,900                 |            |                 |
| 36          | TXDOT 420 6007 | CONCRETE (DROP STRUCTURE)                       | CY   | 40                    |            |                 |
| 37          | TXDOT 420 6007 | CONCRETE (APRON W BAFFLE BLOCS)                 | CY   | 65                    |            |                 |
| 38          | TXDOT 420 6007 | CONCRETE (PILOT CHANNEL)                        | CY   | 45                    |            |                 |
| 39          | TXDOT 420 6007 | CONCRETE (RAIN GARDEN)                          | CY   | 55                    |            |                 |
| 40          | TXDOT 420 6007 | CONCRETE (POND HEADWALLS AND APRONS)            | CY   | 45                    |            |                 |
| 41          | TXDOT 422 6001 | REIN CONC SLAB                                  | SF   | 255                   |            |                 |
| 42          | TxDOT 423 6001 | RETAINING WALL (MSE)                            | SF   | 5,418                 |            |                 |

BASE BID

| Item<br>No. | Spec Item      | Description                                      | Unit | Estimated<br>Quantity | Unit Price | Extended Amount |
|-------------|----------------|--|------|-----------------------|------------|-----------------|
| 43          | TxDOT 423 6008 | RETAINING WALL (CAST-IN-PLACE)                   | SF   | 1,076                 |            |                 |
| 44          | TxDOT 432 6002 | RIPRAP (CONC) (5 IN)                             | CY   | 150                   |            |                 |
| 45          | TxDOT SP 432   | RIPRAP (MITERED SLOPE)                           | CY   | 15                    |            |                 |
| 46          | TxDOT 450 6042 | RAIL (TY PR1)                                    | LF   | 608                   |            |                 |
| 47          | TxDOT 450 6051 | RAIL (HANDRAIL) (TY E)                           | LF   | 24                    |            |                 |
| 48          | TxDOT 462 6004 | CONC BOX CULV (4 FT X 3 FT)                      | LF   | 1,837                 |            |                 |
| 49          | TxDOT 462 6012 | CONC BOX CULV (6 FT X 5 FT)                      | LF   | 54                    |            |                 |
| 50          | TxDOT 462 6021 | CONC BOX CULV (8 FT X 6 FT)                      | LF   | 106                   |            |                 |
| 51          | TxDOT 464 6001 | RC PIPE (CL III) (12 IN)                         | LF   | 33                    |            |                 |
| 52          | TxDOT 464 6003 | RC PIPE (CL III) (18 IN)                         | LF   | 893                   |            |                 |
| 53          | TxDOT 464 6005 | RC PIPE (CL III) (24 IN)                         | LF   | 651                   |            |                 |
| 54          | TxDOT 464 6008 | RC PIPE (CL III) (36 IN)                         | LF   | 140                   |            |                 |
| 55          | TxDOT 464 6017 | RC PIPE (CL IV) (18 IN)                          | LF   | 1,389                 |            |                 |
| 56          | TxDOT 464 6018 | RC PIPE (CL IV) (24 IN)                          | LF   | 133                   |            |                 |
| 57          | TxDOT 464 6020 | RC PIPE (CL IV) (36 IN)                          | LF   | 67                    |            |                 |
| 58          | TxDOT 465 6002 | MANH (COMPL)(PRM)(48IN)                          | EA   | 1                     |            |                 |
| 59          | TxDOT 465 6006 | JCTBOX(COMPL)(PJB)(4FTX4FT)                      | EA   | 2                     |            |                 |
| 60          | TxDOT 465 6009 | JCTBOX(COMPL)(PJB)(5FTX5FT)                      | EA   | 5                     |            |                 |
| 61          | TxDOT 465 6011 | JCTBOX(COMPL)(PJB)(6FTX6FT)                      | EA   | 1                     |            |                 |
| 62          | TxDOT 465 6012 | JCTBOX(COMPL)(PJB)(7FTX7FT)                      | EA   | 9                     |            |                 |
| 63          | TxDOT 465 6175 | INLET (COMPL)(TY C)(5-FT)                        | EA   | 2                     |            |                 |
| 64          | TxDOT 465 6175 | INLET (COMPL)(TY C)(10-FT)                       | EA   | 20                    |            |                 |
| 65          | TxDOT 466 6152 | WINGWALL (FW-0) (HW=5)                           | EA   | 1                     |            |                 |
| 66          | TxDOT 467 6362 | SAFETY END TREATMENT (TY II)(18-IN)(RCP)(6:1)(C) | EA   | 14                    |            |                 |
| 67          | TxDOT 467 6379 | SAFETY END TREATMENT (TY II)(24-IN)(RCP)(6:1)(C) | EA   | 4                     |            |                 |
| 68          | TxDOT 476 6023 | JACK BOR OR TUN PIPE (30 IN) (STL CASING)        | LF   | 48                    |            |                 |
| 69          | TxDOT 481 6016 | PIPE (PVC) (SCH 40) (12 IN)                      | LF   | 94                    |            |                 |
| 70          | TxDOT 496 6006 | REMOV STR (HEADWALL)                             | EA   | 3                     |            |                 |
| 71          | TxDOT 496 6007 | REMOV STR (PIPE)                                 | LF   | 60                    |            |                 |
| 72          | TxDOT 500 2001 | WARRANTY BOND (5%)                               | LS   | 1                     |            |                 |
| 73          | TxDOT 500 6001 | MOBILIZATION                                     | LS   | 1                     |            |                 |
| 74          | TxDOT 502 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING           | MO   | 16                    |            |                 |
| 75          |                | TEMPORARY ACCESSIBLE PEDESTRIAN ROUTE            | LF   | 150                   |            |                 |
| 76          |                | TEMPORARY ACCESSIBLE PARKING SPACES              | EA   | 2                     |            |                 |
| 77          | TxDOT 506 6001 | ROCK FILTER DAMS (INSTALL) (TY 1)                | LF   | 732                   |            |                 |
| 78          | TxDOT 506 6011 | ROCK FILTER DAMS (INSTALL) (REMOVE)              | LF   | 732                   |            |                 |
| 79          | TxDOT 506 6038 | TEMP SEDMT CONT FENCE (INSTALL)                  | LF   | 6,254                 |            |                 |
| 80          | TxDOT 506 6038 | TEMP SEDMT CONT FENCE (INLET PROTECTION)         | LF   | 682                   |            | 1               |
| 81          | TxDOT 506 6039 | TEMP SEDMT CONT FENCE (REMOVE)                   | LF   | 6,936                 |            |                 |
| 82          | TxDOT 512 6009 | PORT CTB (FUR & INST)(LOW PROF)(TY 1)            | LF   | 20                    |            |                 |
| 83          |                | PORT CTB (FUR & INST)(LOW PROF)(TY 2)            | LF   | 160                   |            |                 |
| 84          |                | PORT CTB (REMOVE)(LOW PROF)(TY 1)                | LF   | 20                    |            |                 |
|             |                |  |      |                       |            | 1               |

BASE BID

| DASE        |                |  |      |                       |            |                 |
|-------------|----------------|--|------|-----------------------|------------|-----------------|
| Item<br>No. | Spec Item      | Description                                | Unit | Estimated<br>Quantity | Unit Price | Extended Amount |
| 86          | TxDOT 528 6004 | LANDSCAPE PAVERS                           | SY   | 64                    |            |                 |
| 87          | TxDOT 529 6008 | CONC CURB & GUTTER (TY II)                 | LF   | 10,410                |            |                 |
| 88          | TxDOT 529 6021 | CONC CURB & GUTTER (SAWTOOTH)              | LF   | 208                   |            |                 |
| 89          | TxDOT 530 6004 | DRIVEWAYS (CONC)                           | SY   | 1,074                 |            |                 |
| 90          | TxDOT 531 6003 | CONC SIDEWALKS (6")                        | SY   | 2,645                 |            |                 |
| 91          | TxDOT 531 6003 | CONC SIDEWALKS (RAISED SIDEWALK)           | SY   | 16                    |            |                 |
| 92          | TxDOT 531 6004 | CURB RAMPS (TY 1)                          | EA   | 10                    |            |                 |
| 93          | TxDOT 531 6010 | CURB RAMPS (TY 7)                          | EA   | 31                    |            |                 |
| 94          | TxDOT 531 6013 | CURB RAMPS (TY 10)                         | EA   | 4                     |            |                 |
| 95          | TxDOT 531 6055 | CONC SIDEWALKS (8") (MAILBOX PADS)         | SY   | 6                     |            |                 |
| 96          | TxDOT 560 6001 | MAILBOX INSTALL-S (TWG-POST) TY 1          | EA   | 1                     |            |                 |
| 97          | TxDOT 560 6001 | MAILBOX INSTALL-S (SPECIAL - BRICK)        | EA   | 1                     |            |                 |
| 98          | TxDOT 644 6001 | IN SM RD SN SUP&AM TY10BWG (1) SA (P)      | EA   | 32                    |            |                 |
| 99          | TxDOT 644 6004 | IN SM RD SN SUP&AM TY10BWG (1) SA (T)      | EA   | 2                     |            |                 |
| 100         | TxDOT 666 6011 | REFL PAV MRK TY I (W) 4" (SLD) (090MIL)    | LF   | 2,238                 |            |                 |
| 101         | TxDOT 666 6035 | REFL PAV MRK TY I (W) 8" (SLD) (090MIL)    | LF   | 166                   |            |                 |
| 102         | TxDOT 666 6047 | REFL PAV MRK TY I (W) 24" (SLD) (090MIL)   | LF   | 331                   |            |                 |
| 103         | TxDOT 666 6053 | REFL PAV MRK TY I (W) (ARROW) (090MIL)     | EA   | 4                     |            |                 |
| 104         | TxDOT 666 6092 | REFL PAV MRK TY I (RR XING) (090MIL)       | EA   | 2                     |            |                 |
| 105         | TxDOT 666 6111 | REFL PAV MRK TY I (W) (BIKE SYML) (090MIL) | EA   | 1                     |            |                 |
| 106         | TxDOT 666 6125 | REFL PAV MRK TY I (Y) 4" (BRK) (090MIL)    | LF   | 1,721                 |            |                 |
| 107         | TxDOT 666 6128 | REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)    | LF   | 11,064                |            |                 |
| 108         | TxDOT 666 6137 | REFL PAV MRK TY I (Y) 8" (SLD) (090MIL)    | LF   | 82                    |            |                 |
| 109         | TxDOT 666 6140 | REFL PAV MRK TY I (Y) 12" (SLD) (090MIL)   | LF   | 100                   |            |                 |
| 110         | TxDOT 666 6166 | RE PM TY I (ACC PRK) (WHT) (SYMBOL ONLY)   | EA   | 3                     |            |                 |
| 111         |                | REF PAV MRK TY II (W) 4" (SLD)             | LF   | 865                   |            |                 |
| 112         | TxDOT 666 6178 | REF PAV MRK TY II (W) 8" (SLD)             | LF   | 100                   |            |                 |
| 113         | TxDOT 666 6182 | REF PAV MRK TY II (W) 24" (SLD)            | LF   | 331                   |            |                 |
| 114         | TxDOT 666 6184 | REF PAV MRK TY II (W) (ARROW)              | EA   | 4                     |            |                 |
| 115         | TxDOT 666 6196 | REF PAV MRK TY II (W) (RR XING)            | EA   | 2                     |            |                 |
| 116         | TxDOT 666 6205 | REF PAV MRK TY II (Y) 4" (BRK)             | LF   | 1,721                 |            |                 |
| 117         | TxDOT 666 6207 | REF PAV MRK TY II (Y) 4" (SLD)             | LF   | 11,064                |            |                 |
| 118         | TxDOT 666 6211 | REF PAV MRK TY II (Y) 8" (SLD)             | LF   | 82                    |            |                 |
| 119         | TxDOT 666 6212 | REF PAV MRK TY II (Y) 12" (SLD)            | LF   | 100                   |            |                 |
| 120         |                | RE PM TY II (ACC PRK) (BL&WH) (W/BORDR)LG  | EA   | 3                     |            |                 |
| 121         | TxDOT 672 6007 | REFL PAV MRKR TY I-C                       | EA   | 12                    |            |                 |
| 122         |                | REFL PAV MRKR TY II-A-A                    | EA   | 363                   |            |                 |
| 123         |                | PORTABLE CHANGEABLE MESSAGE SIGN           | DAY  | 500                   |            |                 |
| 124         |                | DEAD END ROADWAY BARRICADE                 | LF   | 40                    |            |                 |
| 125         |                | CASING PIPE (BORE) (30" STEEL)             | LF   | 48                    |            |                 |
| 126         | SS 6789        | GEOGRID REINFORCEMENT (MSAL)               | SY   | 25,325                |            |                 |
| 120         | 26 56 00       | TYPE "S1" POLE/FIXTURE                     | EA   | 62                    |            |                 |
| 127         |                | TYPE "S2" POLE/FIXTURE (MATCH EXISTING)    | EA   | 1                     |            |                 |
| 120         | 17001 010 0032 | THE SE FULL/HATURE (WATCH EADTING)         | ĒA   | T                     |            |                 |

BASE BID

| BASE        |                |   |      |                       |            |                 |
|-------------|----------------|---|------|-----------------------|------------|-----------------|
| ltem<br>No. | Spec Item      | Description   | Unit | Estimated<br>Quantity | Unit Price | Extended Amount |
| 129         | TxDOT 416 6029 | DRILL SHAFT (RDWY ILL POLE) (30 IN)                     | LF   | 380                   |            |                 |
| 130         | 26 56 00       | 2" CONDUIT, TRENCH & BACKFILL                           | LF   | 6,429                 |            |                 |
| 131         | 26 56 00       | ELECTRIC SERVICE & METER                                | EA   | 1                     |            |                 |
| 132         | 26 05 19       | #6 XHHW   | LF   | 12,438                |            |                 |
| 133         | 26 05 19       | #8 GRD XHHW   | LF   | 6,219                 |            |                 |
| 134         | 26 05 33       | PULLBOX, CONCRETE W/ HINGED COVER                       | EA   | 8                     |            |                 |
| 135         | 26 05 26       | SPLICING AND TERMINATING NEW AND EXISTING CIRCUITS      | EA   | 1                     |            |                 |
| 136         | 26 56 00       | 120/240V SERVICE POLE DEMO WORK                         | EA   | 1                     |            |                 |
| 137         | COA 402S-A     | FLOWABLE FILL ENCASEMENT                                | LF   | 72                    |            |                 |
| 138         | COA 437S-B     | TREE GRATE AND FRAME                                    | EA   | 4                     |            |                 |
| 139         | COA 505S-A     | CONCRETE ENCASEMENT                                     | LF   | 343                   |            |                 |
| 140         | COA 505S-B     | 16" STEEL CASING BY OPEN CUT                            | LF   | 28                    |            |                 |
| 141         | COA 501S       | 16" STEEL CASING BY BORE                                | LF   | 80                    |            |                 |
| 142         | COA 501S       | 24" STEEL CASING BY BORE                                | LF   | 288                   |            |                 |
| 143         | COA 506S MWW   | MANHOLE (4' DIAMETER)                                   | EA   | 14                    |            |                 |
| 144         | COA 506S DWW   | DROP MANHOLE (4' DIAMETER)                              | EA   | 7                     |            |                 |
| 145         | COA 506S EDM   | EXTRA DEPTH FOR MANHOLE (4' DIAMETER)                   | VF   | 44                    |            |                 |
| 146         | COA 506S AB    | ABANDON EXISTING MANHOLE                                | EA   | 5                     |            |                 |
| 147         | COA 506        | REMOVE EXISTING MANHOLE                                 | EA   | 5                     |            |                 |
| 148         | COA 506        | CONNECTION TO EXISTING MANHOLE                          | EA   | 1                     |            |                 |
| 149         | COA 506        | STRUCTURAL LINING OF MANHOLE                            | VF   | 8                     |            |                 |
| 150         | COA 508S-5S    | INLET, STANDARD (5 FT)                                  | EA   | 8                     |            |                 |
| 151         | COA 508S-10S   | INLET, STANDARD (10 FT)                                 | EA   | 7                     |            |                 |
| 152         | COA 508S-20S   | INLET, STANDARD (20 FT)                                 | EA   | 3                     |            |                 |
| 153         | COA 508S-A     | AREA INLET, STANDARD 4 FT X 4 FT                        | EA   | 1                     |            |                 |
| 154         | COA 509S-1     | TRENCH SAFETY   | LF   | 11,464                |            |                 |
| 155         | COA 510-AWW    | 6" PVC WASTEWATER LINE (SDR-26)                         | LF   | 214                   |            |                 |
| 156         | COA 510-AWW    | 8" PVC WASTEWATER LINE (SDR-26)                         | LF   | 3,268                 |            |                 |
| 157         | COA 510-AWW    | 8" PVC PRESSURE RATED WASTEWATER LINE (DR-25)           | LF   | 457                   |            |                 |
| 158         | COA 510-AWW    | 12" PVC WASTEWATER LINE (SDR-26)                        | LF   | 139                   |            |                 |
| 159         | COA 510-AWW    | 12" PVC PRESSURE RATED WASTEWATER LINE (DR-25)          | LF   | 339                   |            |                 |
| 160         | COA 510        | NEW SERVICE & CLEANOUT                                  | EA   | 8                     |            |                 |
| 161         | COA 510        | CUT/PLUG EXISTING WASTEWATER LINE                       | EA   | 6                     |            |                 |
| 162         | COA 511        | CONNECT TO EXISTING WASTEWATER LINE                     | EA   | 9                     |            |                 |
| 163         | COA 510-AWRJ   | 2" PVC WATERLINE (SCH. 80) & FITTINGS                   | LF   | 83                    |            |                 |
| 164         | COA 510-AWRJ   | 4" PVC WATERLINE (AWWA C-900, DR-14) & FITTINGS         | LF   | 45                    |            |                 |
| 165         | COA 510-AWRJ   | 6" PVC WATERLINE (AWWA C-900, DR-14) & FITTINGS         | LF   | 285                   |            |                 |
| 166         | COA 510-AWRJ   | 6" DI WATER LINE (AWWA C-100, MIN CLASS 150) & FITTINGS | LF   | 216                   |            |                 |
| 167         | COA 510-AWRJ   | 8" PVC WATERLINE (AWWA C-900, DR-14) & FITTINGS         | LF   | 1,273                 |            |                 |
| 168         | COA 510-AWRJ   | 12" PVC WATERLINE (AWWA C-900, DR-14) & FITTINGS        | LF   | 5,371                 |            |                 |
| 169         | COA 510-AWRJ   | 12" DI WATER LINE (AWWA C-100, MIN CLASS 150) & FITTING | LF   | 142                   |            | 1               |
| 170         | COA 510        | CUT/PLUG EXISTING WATER LINE                            | EA   | 28                    |            | 1               |
| 171         | COA 510-IR     | RELOCATE EXISTING SERVICE LINE                          | EA   | 15                    |            |                 |
| ±/1         | 557 310-IN     |   | 274  | 1.5                   |            |                 |

#### BASE BID

| ltem<br>No.           | Spec Item  | Description  | Unit | Estimated<br>Quantity | Unit Price   | Extended Amount |
|-----------------------|------------|--|------|-----------------------|--------------|-----------------|
| 172                   | COA 511S-A | 6" GATE VALVE  | EA   | 5                     |              |                 |
| 173                   | COA 511S-A | 8" GATE VALVE  | EA   | 27                    |              |                 |
| 174                   | COA 511S-A | 12" GATE VALVE   | EA   | 34                    |              |                 |
| 175                   | COA 511S-B | FIRE HYDRANT ASSEMBLY WITH 6" GATE VALVE                       | EA   | 15                    |              |                 |
| 176                   | COA 511S-F | 1" COMBINATION AIR VALVE                                       | EA   | 2                     |              |                 |
| 177                   | COA 551    | PIPE UNDERDRAIN, 6" DIA, PERF PVC                              | LF   | 185                   |              |                 |
| 178                   | COA 620S   | FILTER FABRIC  | SY   | 20                    |              |                 |
| 179                   | COA 660S   | BIOFILTRATION MEDIUM   | CY   | 170                   |              |                 |
| 180                   | SP 551S-A  | RAIN GARDEN DRAINAGE STONE                                     | SY   | 230                   |              |                 |
| 181                   | SP 551S-A  | DRAINAGE STONE (6" DEPTH) (TREE WELLS)                         | SY   | 7                     |              |                 |
| 182                   | SP 551S-B  | RAIN GARDEN OVERFLOW STRUCTURE                                 | EA   | 4                     |              |                 |
| 183                   | SP 591S    | SPLASH PAD ROCK, 3-5 IN DIA                                    | SY   | 11                    |              |                 |
| 184                   | SS 02263   | PERMANENT TURF REINFORCEMENT MATTING                           | SY   | 1,150                 |              |                 |
| 185                   | SS 02267   | HDPE GEOMEMBRANE   | SY   | 93                    |              |                 |
| 186                   |            | 3'x3'x3' LIMESTONE BOULDERS                                    | EA   | 3                     |              |                 |
| 187                   | 32 84 23   | IRRIGATION SYSTEM  | LS   | 1                     |              |                 |
| 188                   |            | 12-TENANT DECORATIVE COMMUNITY MAILBOX                         | EA   | 3                     |              |                 |
| 189                   |            | ALLOWANCE FOR FLAGGING FOR CONSTRUCTION WITHIN<br>RAILROAD ROW | LS   | 1                     | \$ 60,000.00 | \$ 60,000.00    |
| TOTAL BASE BID AMOUNT |            |  |      |                       |              |                 |

#### 00 42 23.01 "Bid Form Exhibit A" City of Kyle - N. Burleson Street Improvements Basis of Bid

BID ALTERNATE "1"

| ltem<br>No. | Spec Item      | Description                              | Unit  | Estimated<br>Quantity | Unit Price   | Extended Amount |
|-------------|----------------|--|-------|-----------------------|--------------|-----------------|
| 1           | TxDOT 100 6002 | PREPARING ROW                            | STA   | 9                     |              |                 |
| 2           | TxDOT 110 6002 | EXCAVATION (CHANNEL)                     | CY    | 84                    |              |                 |
| 3           | TxDOT 132 6005 | EMBANKMENT (FINAL) (ORD COMP) (TY C)     | CY    | 4,316                 |              |                 |
| 4           | TxDOT 160 6003 | FURNISHING AND PLACING TOPSOIL (4")      | SY    | 2,038                 |              |                 |
| 5           | TxDOT 164 6027 | CELL FBR MLCH SEED (PERM) (URBAN) (CLAY) | SY    | 2,038                 |              |                 |
| 6           | TxDOT 166 6002 | FERTILIZER                               | TON   | 0.42                  |              |                 |
| 7           | TxDOT 168 6001 | VEGETATIVE WATERING                      | MG    | 12                    |              |                 |
| 8           | TxDOT 341 6008 | D-GR HMA TY-B PG64-22 (8")               | TON   | 1,990                 |              |                 |
| 9           | TxDOT 341 6030 | D-GR HMA TY-C SAC-B PG76-22 (3")         | TON   | 606                   |              |                 |
| 10          | TxDOT 400 6002 | STRUCTURAL EXCAVATION                    | CY    | 1,224                 |              |                 |
| 11          | TxDOT 462 6003 | CONC BOX CULV (4 FT X 2 FT)              | LF    | 507                   |              |                 |
| 12          | TxDOT 464 6003 | RC PIPE (CL III) (18 IN)                 | LF    | 375                   |              |                 |
| 13          | TxDOT 464 6017 | RC PIPE (CL IV) (18 IN)                  | LF    | 43                    |              |                 |
| 14          | TxDOT 465 6003 | MANH (COMPL)(PRM)(60IN)                  | EA    | 1                     |              |                 |
| 15          | TxDOT 465 6006 | JCTBOX(COMPL)(PJB)(4FTX4FT)              | EA    | 1                     |              |                 |
| 16          | TxDOT 465 6011 | JCTBOX(COMPL)(PJB)(6FTX6FT)              | EA    | 1                     |              |                 |
| 17          | TxDOT 466 6179 | WINGWALL (PW-1)(HW=4 FT)                 | EA    | 1                     |              |                 |
| 18          | TXDOT 466 6151 | WINGWALL (FW-0)(HW=4 FT)                 | EA    | 2                     |              |                 |
| 19          | TxDOT 500 2001 | WARRANTY BOND (5%)                       | LS    | 1                     |              |                 |
| 20          | TxDOT 500 6001 | MOBILIZATION                             | LS    | 1                     |              |                 |
| 21          | TxDOT 502 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING   | MO    | 2                     |              |                 |
| 22          | TxDOT 506 6001 | ROCK FILTER DAMS (INSTALL) (TY 1)        | LF    | 25                    |              |                 |
| 23          | TxDOT 506 6011 | ROCK FILTER DAMS (INSTALL) (REMOVE)      | LF    | 25                    |              |                 |
| 24          | TxDOT 506 6038 | TEMP SEDMT CONT FENCE (INSTALL)          | LF    | 751                   |              |                 |
| 25          | TxDOT 506 6038 | TEMP SEDMT CONT FENCE (INLET PROTECTION) | LF    | 30                    |              |                 |
| 26          | TxDOT 506 6039 | TEMP SEDMT CONT FENCE (REMOVE)           | LF    | 781                   |              |                 |
| 27          | TxDOT 529 6008 | CONC CURB & GUTTER (TY II)               | LF    | 1,822                 |              |                 |
| 28          | TxDOT 531 6003 | CONC SIDEWALKS (6")                      | SY    | 747                   |              |                 |
| 29          | TxDOT 531 6004 | CURB RAMPS (TY 1)                        | EA    | 2                     |              |                 |
| 30          | TxDOT 531 6010 | CURB RAMPS (TY 7)                        | EA    | 2                     |              |                 |
| 31          | TxDOT 550 6020 | CHAIN LINK FENCE (INSTALL) (4')          | LF    | 120                   |              |                 |
| 32          | TxDOT 644 6001 | IN SM RD SN SUP&AM TY10BWG (1) SA (P)    | EA    | 7                     |              |                 |
| 33          | TxDOT 644 6004 | IN SM RD SN SUP&AM TY10BWG (1) SA (T)    | EA    | 3                     |              |                 |
| 34          | TxDOT 666 6125 | REFL PAV MRK TY I (Y) 4" (BRK) (090MIL)  | LF    | 364                   |              |                 |
| 35          | TxDOT 666 6128 | REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)  | LF    | 1,635                 |              |                 |
| 36          | TxDOT 666 6205 | REF PAV MRK TY II (Y) 4" (BRK)           | LF    | 364                   |              |                 |
| 37          | TxDOT 666 6207 | REF PAV MRK TY II (Y) 4" (SLD)           | LF    | 1,635                 |              |                 |
| 38          | TxDOT 672 6009 | REFL PAV MRKR TY II-A-A                  | EA    | 36                    |              |                 |
| 39          | COA 505S-B     | 24" STEEL CASING BY OPEN CUT             | LF    | 70                    |              |                 |
| 40          | COA 508S-10S   | INLET, STANDARD (10 FT)                  | EA    | 3                     |              |                 |
|             |                |  | TOTAL | BID ALTERNAT          | E "1" AMOUNT |                 |

#### 00 42 23.01 "Bid Form Exhibit A" City of Kyle - N. Burleson Street Improvements Basis of Bid

### BID ALTERNATE "2"

| ltem<br>No. | Spec Item      | Description                                     | Unit  | Estimated<br>Quantity | Unit Price   | Extended Amount |
|-------------|----------------|---|-------|-----------------------|--------------|-----------------|
| 1           | TxDOT 100 6002 | PREPARING ROW                                   | STA   | 9                     |              |                 |
| 2           | TxDOT 110 6002 | EXCAVATION (CHANNEL)                            | CY    | 84                    |              |                 |
| 3           | TxDOT 132 6005 | EMBANKMENT (FINAL) (ORD COMP) (TY C)            | CY    | 4,316                 |              |                 |
| 4           | TxDOT 160 6003 | FURNISHING AND PLACING TOPSOIL (4")             | SY    | 2,038                 |              |                 |
| 5           | TxDOT 164 6027 | CELL FBR MLCH SEED (PERM) (URBAN) (CLAY)        | SY    | 2,038                 |              |                 |
| 6           | TxDOT 166 6002 | FERTILIZER                                      | TON   | 0.42                  |              |                 |
| 7           | TxDOT 168 6001 | VEGETATIVE WATERING                             | MG    | 12                    |              |                 |
| 8           | TxDOT 247 6366 | FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS) (16") | CY    | 1,923                 |              |                 |
| 9           | TxDOT 310 6005 | PRIME COAT (AE-P)(0.20 GAL/SY)                  | GAL   | 866                   |              |                 |
| 10          | TxDOT 341 6028 | D-GR HMA TY-C PG70-22 (5.5")                    | TON   | 1,111                 |              |                 |
| 11          | TxDOT 400 6002 | STRUCTURAL EXCAVATION                           | CY    | 1,224                 |              |                 |
| 12          | TxDOT 462 6003 | CONC BOX CULV (4 FT X 2 FT)                     | LF    | 507                   |              |                 |
| 13          | TxDOT 464 6003 | RC PIPE (CL III) (18 IN)                        | LF    | 375                   |              |                 |
| 14          | TxDOT 464 6017 | RC PIPE (CL IV) (18 IN)                         | LF    | 43                    |              |                 |
| 15          | TxDOT 465 6003 | MANH (COMPL)(PRM)(60IN)                         | EA    | 1                     |              |                 |
| 16          | TxDOT 465 6006 | JCTBOX(COMPL)(PJB)(4FTX4FT)                     | EA    | 1                     |              |                 |
| 17          | TxDOT 465 6011 | JCTBOX(COMPL)(PJB)(6FTX6FT)                     | EA    | 1                     |              |                 |
| 18          | TxDOT 466 6179 | WINGWALL (PW-1)(HW=4 FT)                        | EA    | 1                     |              |                 |
| 19          | TXDOT 466 6151 | WINGWALL (FW-0)(HW=4 FT)                        | EA    | 2                     |              |                 |
| 20          | TxDOT 500 2001 | WARRANTY BOND (5%)                              | LS    | 1                     |              |                 |
| 21          | TxDOT 500 6001 | MOBILIZATION                                    | LS    | 1                     |              |                 |
| 22          | TxDOT 502 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING          | MO    | 2                     |              |                 |
| 23          | TxDOT 506 6001 | ROCK FILTER DAMS (INSTALL) (TY 1)               | LF    | 25                    |              |                 |
| 24          | TxDOT 506 6011 | ROCK FILTER DAMS (INSTALL) (REMOVE)             | LF    | 25                    |              |                 |
| 25          | TxDOT 506 6038 | TEMP SEDMT CONT FENCE (INSTALL)                 | LF    | 751                   |              |                 |
| 26          | TxDOT 506 6038 | TEMP SEDMT CONT FENCE (INLET PROTECTION)        | LF    | 30                    |              |                 |
| 27          | TxDOT 506 6039 | TEMP SEDMT CONT FENCE (REMOVE)                  | LF    | 781                   |              |                 |
| 28          | TxDOT 529 6008 | CONC CURB & GUTTER (TY II)                      | LF    | 1,822                 |              |                 |
| 29          | TxDOT 531 6003 | CONC SIDEWALKS (6")                             | SY    | 747                   |              |                 |
| 30          | TxDOT 531 6004 | CURB RAMPS (TY 1)                               | EA    | 2                     |              |                 |
| 31          | TxDOT 531 6010 | CURB RAMPS (TY 7)                               | EA    | 2                     |              |                 |
| 32          | TxDOT 550 6020 | CHAIN LINK FENCE (INSTALL) (4')                 | LF    | 120                   |              |                 |
| 33          | TxDOT 644 6001 | IN SM RD SN SUP&AM TY10BWG (1) SA (P)           | EA    | 7                     |              |                 |
| 34          | TxDOT 644 6004 | IN SM RD SN SUP&AM TY10BWG (1) SA (T)           | EA    | 3                     |              |                 |
| 35          | TxDOT 666 6125 | REFL PAV MRK TY I (Y) 4" (BRK) (090MIL)         | LF    | 364                   |              |                 |
| 36          | TxDOT 666 6128 | REFL PAV MRK TY I (Y) 4" (SLD) (090MIL)         | LF    | 1,635                 |              |                 |
| 37          | TxDOT 666 6205 | REF PAV MRK TY II (Y) 4" (BRK)                  | LF    | 364                   |              |                 |
| 38          | TxDOT 666 6207 | REF PAV MRK TY II (Y) 4" (SLD)                  | LF    | 1,635                 |              |                 |
| 39          | TxDOT 672 6009 | REFL PAV MRKR TY II-A-A                         | EA    | 36                    |              |                 |
| 40          | COA 505S-B     | 24" STEEL CASING BY OPEN CUT                    | LF    | 70                    |              |                 |
| 41          | COA 508S-10S   | INLET, STANDARD (10 FT)                         | EA    | 3                     |              |                 |
|             |                |   | TOTAL | BID ALTERNAT          | E "2" AMOUNT |                 |

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

| THIS AGREEMENT is by and between | City of Kyle, Texas | ("Owner") and   |
|----------------------------------|---------------------|-----------------|
|                                  |                     | ("Contractor"). |

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

# ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Reconstruction of N. Burleson Street as a 38-foot wide roadway, a new 38-foot wide roadway connecting N. Burleson Street to the IH 35 Southbound Frontage Road, storm drain, detention pond improvements, waterline replacement, sanitary sewer replacement and extension, illumination, grading, pavement improvements, curb and gutter, pedestrian improvements and signing and marking for approximately 7,500 linear feet of roadway and all Extra Work in connection therewith, under the terms as stated in the "Standard General Conditions of the Construction Contract." At its own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the "Bid Form" attached hereto, and in accordance with the plans, which includes all maps, plats, blue prints and other drawings and printed explanatory matter thereof, and the specifications thereof ("Plans and Specifications"), as prepared by:

Freese and Nichols, Inc. 10431 Morado Circle Building 5, Suite 300 Austin, Texas 78759

Herein titled the Engineer, each of which has been identified by the endorsement of the Contractor and the Engineer, thereon, together with the Contractor's written proposal, the Supplementary Conditions, the Standard General Conditions of the Construction Contracts, the Performance and Payment Bonds hereto attached, and the technical specifications, all of which are made a part hereof and collectively evidence and constitute the entire contract.

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

N. Burleson Street Improvements

#### **ARTICLE 2 – ENGINEER**

2.01 The Project has been designed by Freese and Nichols, Inc. (Engineer).

# **ARTICLE 3 – CONTRACT TIMES**

- 3.01 *Time of the Essence* 
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Contractor hereby agrees to commence

the Work upon receipt of written Notice to Proceed from the Owner, and to complete the work with the time deadlines described in Paragraph 4.02 of this section.

# 4.02 Days to Achieve Substantial Completion and Final Payment

- A. Base Bid
  - 1. The Work will be substantially completed and placed in service in accordance with Paragraph 14.04 of the General Conditions within <u>504 calendar</u> days after the date when the Contract Times commence to run.
  - 2. The Work will be finally completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within <u>564 calendar</u> days after the date when the Contract Times commence to run.
- B. Bid Alternate
  - 1. The Work will be substantially completed and placed in service in accordance with Paragraph 14.04 of the General Conditions within <u>60 calendar</u> days after the date when the Contract Times commence to run.
  - 2. The Work will be finally completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within <u>90 calendar</u> days after the date when the Contract Times commence to run.

### 4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is complete and ready for final payment.

# **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

- 6.01 Submittal and Processing of Payments
  - A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Owner as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage* 
  - A. Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment submitted on or about 5 business days before the end of each month during performance of the Work as provided in Paragraphs 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work

based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
  - a. <u>95 percent of Work completed (with the balance being retainage).</u>

#### 6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

# **ARTICLE 7 – NOT USED**

# **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.
  - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
  - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

# **ARTICLE 9 – CONTRACT DOCUMENTS**

- 9.01 *Contents* 
  - A. The Contract Documents consist of the following:
    - 1. This Agreement
    - 2. Performance bond
    - 3. Payment bond
    - 4. Bid bond
    - 5. General Conditions
    - 6. Supplementary Conditions
    - 7. Specifications as listed in the table of contents of the Project Manual.
    - 8. Drawings consisting of <u>274</u> sheets with each sheet bearing the following general title: <u>N. Burleson St.</u> <u>Improvements</u>.
    - 9. Addenda
    - 10. Exhibits to this Agreement (enumerated as follows):
      - a. Contractor's Bid
      - b. Documentation submitted by Contractor prior to Notice of Award
    - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
      - a. Notice to Proceed
      - b. Work Change Directives
      - c. Change Order(s)
  - B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
  - C. There are no Contract Documents other than those listed above in this Article 9.
  - D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

# **ARTICLE 10 – MISCELLANEOUS**

#### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

#### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

| This Agreement will be effective on | (which is the Effective Date of the Agreement).  |
|-------------------------------------|--|
| OWNER:                              | CONTRACTOR   |
| City of Kyle, Texas                 |  |
| By: Travis Mitchell                 | By:  |
| Title: Mayor                        | Title:   |
|                                     |  |
| Attest:                             | Attest:  |
| Title:                              | Title  |
| Address for giving notices:         | Address for giving notices:  |
|                                     |  |
|                                     |  |
|                                     | License No.:(Where applicable)   |
|                                     | Agent for service of process:  |
|                                     | (If Contractor is a corporation or a partnership, attach evidence of authority to sign.) |

# 01 23 10 ALTERNATES AND ALLOWANCES

#### 1.00 GENERAL

### 1.01 REQUIREMENTS

- A. Alternates:
  - 1. This Section describes each alternate by number and describes the basic changes to be incorporated into the Work when this alternate is made a part of the Work in the Agreement.
  - 2. Drawings and Specifications will outline the extent of Work to be included in the alternate Contract Price.
  - 3. Coordinate related Work and modify surrounding Work as required to properly integrate the Work under each alternate, and provide a complete and functional system as required by the Contract Documents.
  - 4. Alternates will be accepted or rejected at the option of the Owner.
  - 5. Alternate prices will be maintained a minimum of 120 days, unless noted otherwise.
- B. Allowances:
  - 1. Include specified allowance amount in Contract Price.
  - 2. The amount of each allowance includes:
    - a. The cost of the product to the Contractor less any applicable trade discounts.
    - b. Delivery to the Site.
    - c. Applicable taxes.
  - 3. Include in the Contract Price all costs for:
    - a. Handling at the Site, including unloading, uncrating, and storage per Section 01 31 00 "Project Management and Coordination."
    - b. Cost for labor and equipment for installation and finishing.
    - c. Cost for related products not specifically listed in the allowance required for installation, including consumable supplies and materials.
    - d. All overhead, profit, and related costs.
  - 4. Assist Owner in the selection of products.
    - a. Determine qualified Suppliers.
    - b. Obtain proposals from qualified Suppliers.
    - c. Present available alternates to the Owner through the Engineer. Notify Engineer of:
      - 1). Any objections to a particular Supplier or product.
      - 2). Effect on the Construction Schedule anticipated by the selection of each option.
      - 3). Cost of each option.

- 5. Upon selection of the product:
  - a. Purchase and install the product.
  - b. Contractor's responsibilities for products shall be the same as for products selected by the Contractor.
- 6. Submit a Contract Modification Request per Section 01 31 13 "Project Coordination" to adjust Contract Price if the net cost of the product is more or less than the specified amount.
  - a. For products specified as Unit Price Work, the unit cost shall apply to the quantities installed per the method of payment described in Section 01 29 00 "Payment Procedures."
  - b. Do not perform Work until selection of alternate has been approved in writing by the Owner.
  - c. Provide actual invoices for the materials.

# 1.02 SUBMITTALS

- A. Provide submittals for materials furnished as part of the alternate in accordance with Section 01 33 00 "Submittal Procedures."
- 1.03 DESCRIPTION OF ALTERNATES
  - A. Add Alternate A:
    - 1. Construction of Marketplace Avenue Extension, including pavement, sidewalk, and storm drain. Pavement section will be 3" HMAC Type D / 8" HMAC Type B.
  - B. Add Alternate B:
    - 1. Construction of Marketplace Avenue Extension, including pavement, sidewalk, and storm drain. Pavement section will be 5.5" HMAC Type D / 16" Flexible Base.

# 1.04 DESCRIPTION OF ALLOWANCES

- A. Flagging for Construction within Railroad ROW
  - 1. This allowance is for fees to be charged by Union Pacific Railroad to the Contractor for flagging services during construction within the railroad ROW and foul zone.

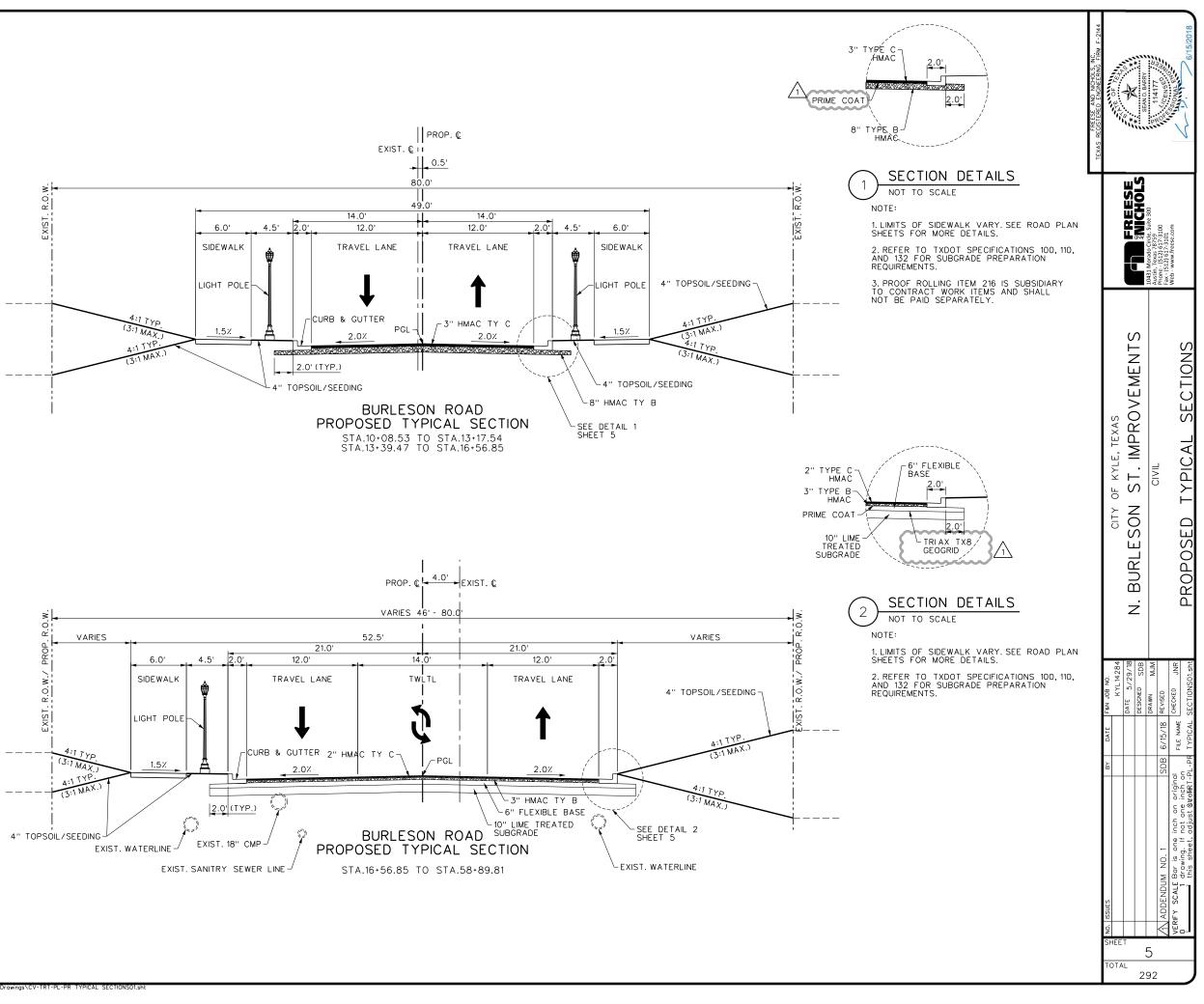
# 1.05 GUARANTEES

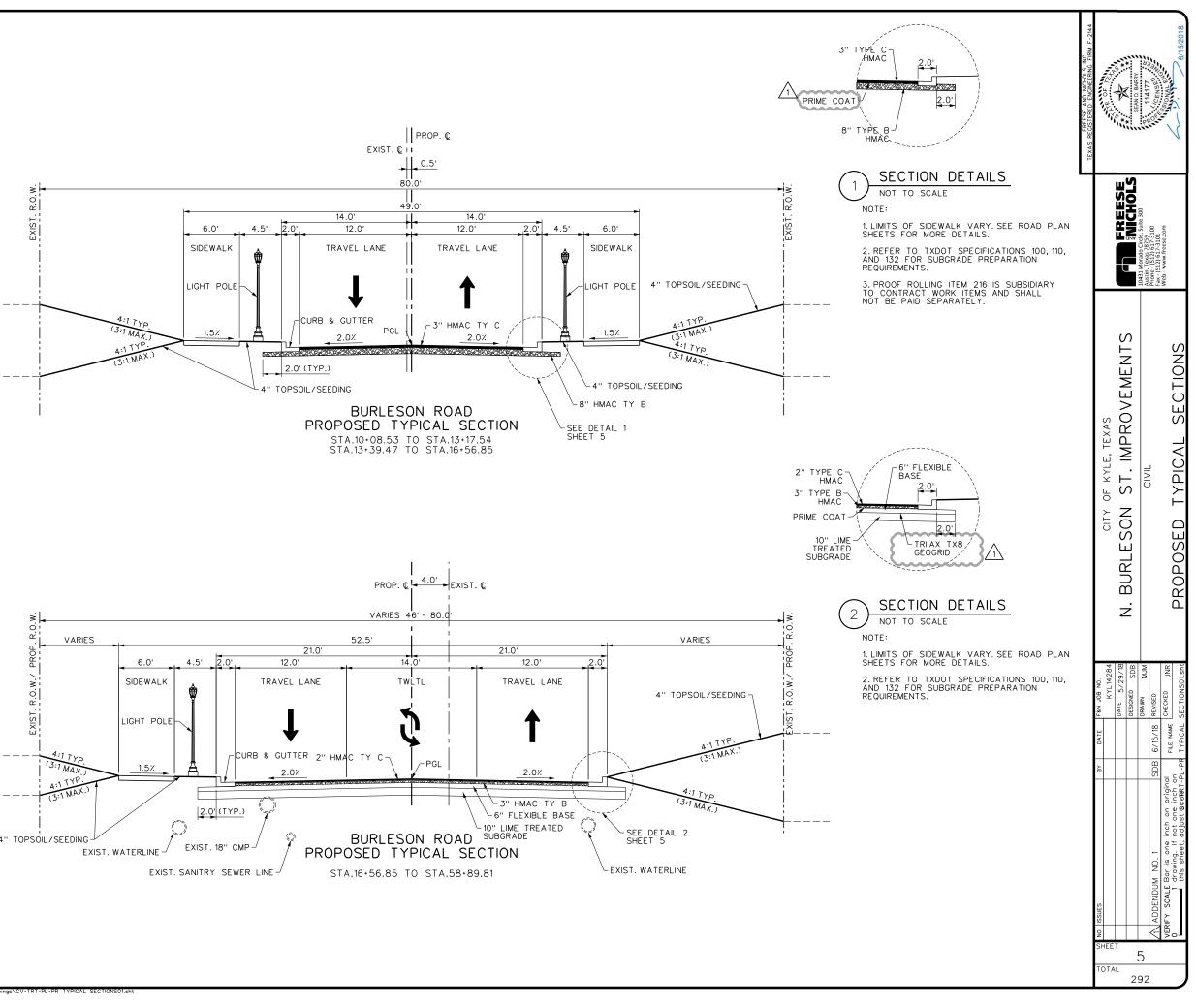
A. Provide guarantees for products furnished under alternate bids / proposals or purchased by allowances as required by the Contract Documents.

# 2.00 PRODUCTS (NOT APPLICABLE)

# **3.00 EXECUTION (NOT APPLICABLE)**

# END OF SECTION





Play

Sheet: 10 County: Hays

Present to City, LCN's proposed to detour traffic, a minimum of *seven (7)* full calendar days preceding any proposed implementation date.

Present to City, LCN's proposed for night work, a minimum of *seven (7)* full calendar days preceding any proposed implementation date.

Receive concurrence prior to LCN implementation.

Meet with the Engineer prior to roadway and lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Discuss contingency plans at that time. Consider inclement weather prior to implementing the lane closures.

Submit a cancellation of any lane closures, no later than noon on the day preceding the proposed work.

Coordinate Main Lane closures with adjacent projects.

Obtain prior approval for any lane closures of the IH 35 south bound frontage road, which occur during peak hours. Maintain a minimum of 1 lane open at all times.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 20 minutes). Have in place, a contingency plan of how this will occur.

Utilize Shadow Vehicle with Truck Mounted Attenuator for setup and removal of each lane closure.

Incorporate and maintain a 3H: 1V safety wedge into the proposed construction for any roadway edge of 2 inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in enough numbers and combinations, as directed.

Use a minimum of 2 flaggers, 2 advance warning flashing arrow panels (TY C), 2 of each signs CW20-5TR or CW20-5TL with appropriate distance plaques and CW9-2TR or CW9-2TL and 28in. cones at each location in which milling or paving operations are in progress. Maintain at least 1 lane of traffic in each direction during paving or milling operations. Maintain at least the minimum numbers of lanes as directed.

Contractor to provide two (2) portable changeable message boards to advise the public of all lane closures and traffic shifts prior to occurrence. All message board placement, verbiage, and duration must be coordinated with the City's representative prior to placement.

Use advance warning flashing arrow panels for the closing of traffic lanes. Furnish one stand-by unit, in good working condition at the jobsite, ready for immediate use.

General Notes

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Project Number: KYL14284 City: Kyle Highway: N. Burleson Street

Maintain access to all streets and driveways at all times, unless otherwise approved. Consider subsidiary to the pertinent Items.

Notify the United States Postal Service (USPS) prior to restricting access to existing mailboxes. USPS will provide mail pickup at Post Office during phase of construction that impacts mail delivery. During all other phases permanent or temporary mailboxes must be provided for all properties to receive mail. This will not be paid separately and should be considered subsidiary to the pertinent Items.

Trash collection must be maintained during construction. Coordinate with Texas Disposal Systems and the property owners to ensure trash is collected when access to properties is restricted. Contractor may have to haul trash from properties to a nearby location that is accessible by Texas Disposal Systems. This will not be paid separately and should be considered subsidiary to the pertinent Items.

Furnish advisory speed signs in enough numbers as directed.

Maintain enough workers to revise traffic control as directed.

Provide a "Downstream" Buffer Space ( $\approx 100'$  per lane with devices spaced at  $\approx 20'$ ) for each lane closure setup, as directed.

Maintain construction-warning signs, which are needed for longer periods than what is shown on the traffic control plan or as directed. Consider subsidiary to the pertinent Items.

Cover or remove any existing sign(s), which conflict with temporary traffic control operations. Install all permanent signs, delineation, and object markers necessary for the operation of any roadway before opening that section of roadway to traffic, regardless of the phase during which the roadway construction occurs. Erect the signs on temporary mounts until the permanent mounts are installed. Consider any costs associated with the temporary mounts subsidiary. Repair or replace any signs, which are damaged by the Contractor's operations during construction or which are deemed not sufficient. The Engineer will be the sole judge of the adequacy of the sign(s). Consider this work subsidiary to the pertinent Items.

Secure a 28-inch cone on top of any foundations that have protruding studs during construction. The cones will meet the specifications listed on BC (10)-07. In addition, they will be reflectorized, as described. All labor and materials will be considered subsidiary to the pertinent Items.

Provide "Electronic" Portable Changeable Message Sign(s) (EPCMS) as part of the traffic control operations and provide another one that is available to utilize when a backup is needed. Consider the one designated for backup as subsidiary to the various Items of the project. All EPCMS will be exclusive to this project, unless otherwise approved. Placement location and message as directed.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

General Notes

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Sheet V

| FREESE AND NICHOLS, INC.<br>TEXAS REGISTERED ENGINE:RING FIRM F-2144 |                            | APTE OF 75-         |                                   | SEAN D. BAFRY | 114177 .R.   | ON CENSED NO                                   | ONAL EVO   | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ |
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|  |                            |                     | FREESE                            |               | <ul> <li>10431 Morado Circle, Suite 300<br/>Austin, Fexas 78759</li> </ul> | Phone - (512) 617-3100<br>Fax - (512) 617-3101 | Web - www.freese.com   |  |
|  |                            | CITY OF KYLE, TEXAS | NI DIIDI ECONI CI INIDDOVENIENIIC |               | CIVII  |  |  | GENERAL NUTES AND SPECIFICATIONS       |
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As work progresses, transition as necessary new pavement to existing for the safe passage of traffic.

#### **ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS**

Obtain the Engineer's approval for proposed methods used for erosion control before starting each phase of construction.

Stockpile 4-inch by 8-inch (4" x 8") rock for emergency erosion control use, as directed. Place this rock in ditches and other areas, as directed. The Contractor will be reimbursed in accordance with Pertinent Items or Article 9.5, "Force Account."

Place temporary sediment fence at locations where large roadside guide signs and new overhead sign structures are installed. In addition, place temporary sediment fence at those locations where existing large guide signs and structures are to be removed.

Double-bag all sandbags used for erosion control Items. Consider subsidiary to pertinent Items.

#### ITEMS 528, 531 and 536

Reinforcement will be in accordance with Item 432.3.1 unless shown on the plans. Fiber reinforcement is not allowed. Class A and B Concrete are allowed to use Coarse Aggregate Grades 1-8. Expansion joints will be placed every 40 ft. Expansion joints must be 1" wide asphalt board and flush with the surface. The bottom of the joint shall be at half the depth of the concrete. Sidewalk cross slope must not exceed 1.5%.

All sidewalks and ramps must conform to ADA and TAS standards. The maximum sidewalk longitudinal slope is 5%. The maximum cross slope is 2%. For curb ramps, the maximum longitudinal slope is 8.333%. For curb ramp landings, the maximum slope is 2% in all directions.

Unless shown on the plans or in the pay items, all concrete will be 5 in. thick and have 2 in. sand, base, or RAP bedding. Furnish base meeting the requirement for any type or grade in accordance with Item 247. Base compressive strengths are waived. RAP must be 100% passing a 1 in. sieve. Bedding must be placed using ordinary compaction.

If roots are encountered verify with the Engineer prior to accommodating or removing 2 in. diameter or larger roots. Root removal must be in accordance with Item 752.4.2. Roots may remain in the bedding or base. For improvements within 6 in. of a root, the concrete thickness may be reduced by 1 in. and the bedding increased by 1 in. to minimize impacts to the roots. Adjust bedding and surface profile to provide a 1 in. bedding cushion around the roots. The surface profile may be adjusted to the extent allowed by ADA. This work is subsidiary.

#### **ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS**

General Notes

Sheet W

**Project Number: KYL14284** City: Kyle Highway: N. Burleson Street

Coordinate and notify property owners a minimum of 48 hours in advance of beginning work on their driveways. Provide, City Engineer a list of each notification and contact prior to each closure.

Provide access, at all times, to adjacent property. Construct driveways one-half sections, to allow access.

Do not completely close driveways for reconstruction purposes, unless a reasonable alternate access exists to the property, as approved.

#### **ITEM 560 - MAILBOX ASSEMBLIES**

Decorative 12-tenant community mailboxes must be U.S. Mail Supply Traditional Decorative 12 Tenant Door Cluster Box Unit (black in color) or approved equal. https://www.usmailsupply.com/P/TraditionalDecorative12TenantDoorClusterBoxUnit/2376

**ITEM 644 - SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES** Fabricate all small signs not detailed on the plans in conformance with the latest edition of the

"Standard Highway Sign Designs for Texas." http://www.txdot.gov/business/resources/highway.html

Street name signs shall consist of white letters with a red and blue background and shall be retroreflective. Standard street name signs will be composed of lower-case letters at least 4 inches in height with initial upper-case letters being at least 6 inches in height. Signs will be double sided.

The street name sign background colors will be "SafeLane Kyle Red" and SafeLane Kyle Blue" and the white lettering will be high intensity grade reflective sheeting. The wording font will be "Transport". All retro-reflective sheeting must conform to the Texas Department of Transportation material specification DMS-8300.

Street name signs that have supplemental lettering to indicate the type of street (such as Lane, Avenue, or Road) may be in smaller lettering at least 3 inches tall and may use standard abbreviations (such as Ln, Ave, or Rd.) as noted in city plans.

Street name sign blanks shall be 9" in height by variable length by .125" thick. All street name sign blanks must be alodized aluminum with radius corners. All street name sign blanks must conform to the Texas Department of Transportation material specification DMS-7110.

All street name signs shall be in conformance with the City of Kyle Standards and include the City of Kyle logo.

All street name signs will be finished with a clear anti-graffiti film.

Square tubing shall not be used for sign posts.

ITEM 662, 666, & 672

General Notes

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|  |                  |                     | FREESE                            |              | <ul> <li>10431 Morado Circle, Suite 300<br/>Austin, Texas 78759</li> </ul> | Phone - (512) 617-3100<br>Fax - (512) 617-3101 | Web - www.freese.com  |  |
|  |                  | CITY OF KYLE, TEXAS | NI DIIDI FOONI ST INJODOV/EMENITS | Ď            | CIVII  |  |                       | GENERAL NOTES AND SPECIFICATIONS       |
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Sheet X

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Notify the Engineer at least 24 hours in advance of removing existing striping and placing pavement markings & markers.

Apply markings during good weather unless otherwise directed. If markings are placed at Contractor's option, when inclement weather is impending, and the markings are damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required.

#### **ITEM 662 - WORK ZONE PAVEMENT MARKINGS**

Place temporary pavement markings each night, as directed. Temporary flexible-reflective tabs will not be allowed as temporary pavement marking on the various roadways, unless otherwise approved.

If Temporary Flexible Reflective Tabs are allowed replace any missing tabs daily. If tabs are used, replace tabs at the Contractor's expense.

Remove work zone pavement markings within 48 hours after permanent striping has been completed.

Foil backed pavement markings will not be allowed.

#### **ITEM 666 - REFLECTORIZED PAVEMENT MARKINGS**

Apply Type I Reflectorized Pavement Markings no sooner than 14 days after applying the final course of HMACP, unless otherwise directed.

Reference existing channel islands, gores, and lane striping before commencing work. Provide referencing that will include a sketch of the layout to the Engineer. Obtain approval for placement of guide marks from the Engineer before installing any permanent pavement markings. Consider subsidiary to the pertinent Items.

If TY II material is used (vs. an acrylic or epoxy) as the sealer for the TY I markings, place the TY II a minimum of 14 calendar days (to provide adequate curing) before placing the TY I markings.

#### **ITEM 672 - RAISED PAVEMENT MARKERS**

Place the bituminous adhesive at a temperature range of  $380^{\circ}$ F to  $390^{\circ}$ F. Place the pavement marker on the bituminous adhesive approximately 20 seconds after the adhesive is placed on the pavement. Ensure the pavement marker rests solely on the adhesive and not the pavement surface. Ensure that a minimum of  $\frac{1}{8}$  in. layer of bituminous adhesive remains between the pavement marker and the pavement surface.

#### COA ITEMS: WATER AND WASTEWATER CONSTRUCTION NOTES

Pipe material for water mains shall be PVC (AWWA C-900). Water services (2" or less) shall be polyethylene tubing (200 psi, DR14).

Project Number: KYL14284 City: Kyle Highway: N. Burleson Street

Pipe material for pressure wastewater mains shall be PVC (200 psi. SDR21). Pipe material for gravity wastewater mains shall be PVC (SDR 26). SDR-35 wastewater is not allowed in the right of way or public easement.

All wastewater main, excluding service lines. shall be mandrel tested per TCEQ (Texas Commission on Environmental Quality) criteria. A mandrel test will not be performed until backfill has been in place for a minimum 30 days.

Unless otherwise accepted by the City Engineer, depth of cover for all lines out of the pavement shall be 42" min. and depth of cover for all lines under pavement shall be a min. of 30" below subgrade. Prior to excavating for water line placement, the Contractor is responsible for submitting water line vertical profile for Inspector review. This work will be subsidiary to bid item.

Where a water or wastewater line crosses below a storm sewer structure and the top of the pipe is within 18" of the bottom of the utility structure, the pipe shall be encased with concrete for a distance of at least 1' on either side of the ditch line of the utility structure or the storm sewer. Concrete encasement will not be required for ductile iron pipe with sizes larger than 12". Concrete encasement shall conform to the City of Austin standard detail.

All manholes shall be concrete with cast iron ring and cover. All manholes located outside of the pavement shall be bolted covers. Tapping of fiberglass manholes shall not be allowed. All manholes shall be coated with 80 mil of Raven Lining System or approved equal.

All pipe bedding material shall conform to the City of Austin Standard Detail. Sand must be washed/manufactured san, not pit run.

All fire hydrant leads shall be ductile iron pipe (AWWA C-100, min. class 150). All iron pipe and fittings shall be wrapped with a minimum 11 8-mil polyethylene film prior to placing concrete.

The Contractor shall contact the City Inspector to coordinate utility tie-ins and notify him at least 48 hours prior to connection to existing lines.

The Contractor, at his expense, shall perform quality testing for all wastewater pipe installed and pressure pipe hydrostatic testing of all water lines constructed and shall provide equipment included pumps, gauges, supplies, and labor necessary to perform the tests.

Quality and pressure testing shall be monitored by City of Kyle personnel. Water samples will be collected by the City of Kyle, after all fees are paid in accordance to City of Kyle's fee schedule, to verify each treated line has attained an initial chlorine concentration of 50 ppm.

The Contractor shall coordinate testing with the City of Kyle and provide no less than 24 hours' notice prior to performing sterilization, quality testing or pressure testing.

The Contractor shall not open or close any valves unless authorized by the City of Kyle.

General Notes

Sheet Y

General Notes

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Sheet: 10 County: Hays

Sheet Z

| FREESE AND NICHOLS, INC.<br>TEXAS REGISTERED ENGINEERING FIRM F-2144 |                  | TATE OF TEL         |                           | SEAND RARY                        | 114177 .R.  | Or CENSED A                                    | ONAL EN               | 6/15/2018  |
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|  |                  |                     | FREESE                    |                                   | 10431 Morado Circle, Suite 300<br>Austin, Texas 78759 | Phone - (512) 617-3100<br>Fax - (512) 617-3101 | Web - www.freese.com  |  |
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Sheet: 10 County: Hays

All valve boxes and covers shall be cast iron.

A double check backflow device in a vault shall be installed adjacent the right of way or public easement on private property on all private fire lines.

All water service, wastewater service and valve locations shall be appropriately marked as follows:

| Water service      | "W" on top of curb  |
|--------------------|---------------------|
| Wastewater service | "S" on top of curb  |
| Valve              | "V" on face of curb |

The Contractor is hereby notified that connecting to, shutting down, or terminating existing utility lines may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.

All fire hydrants shall be National Standard Hose Thread.

All material tests, including soil density tests and related soil analysis, shall be accomplished by an independent laboratory funded by the developer in accordance with the specifications.

General Notes

Sheet AA

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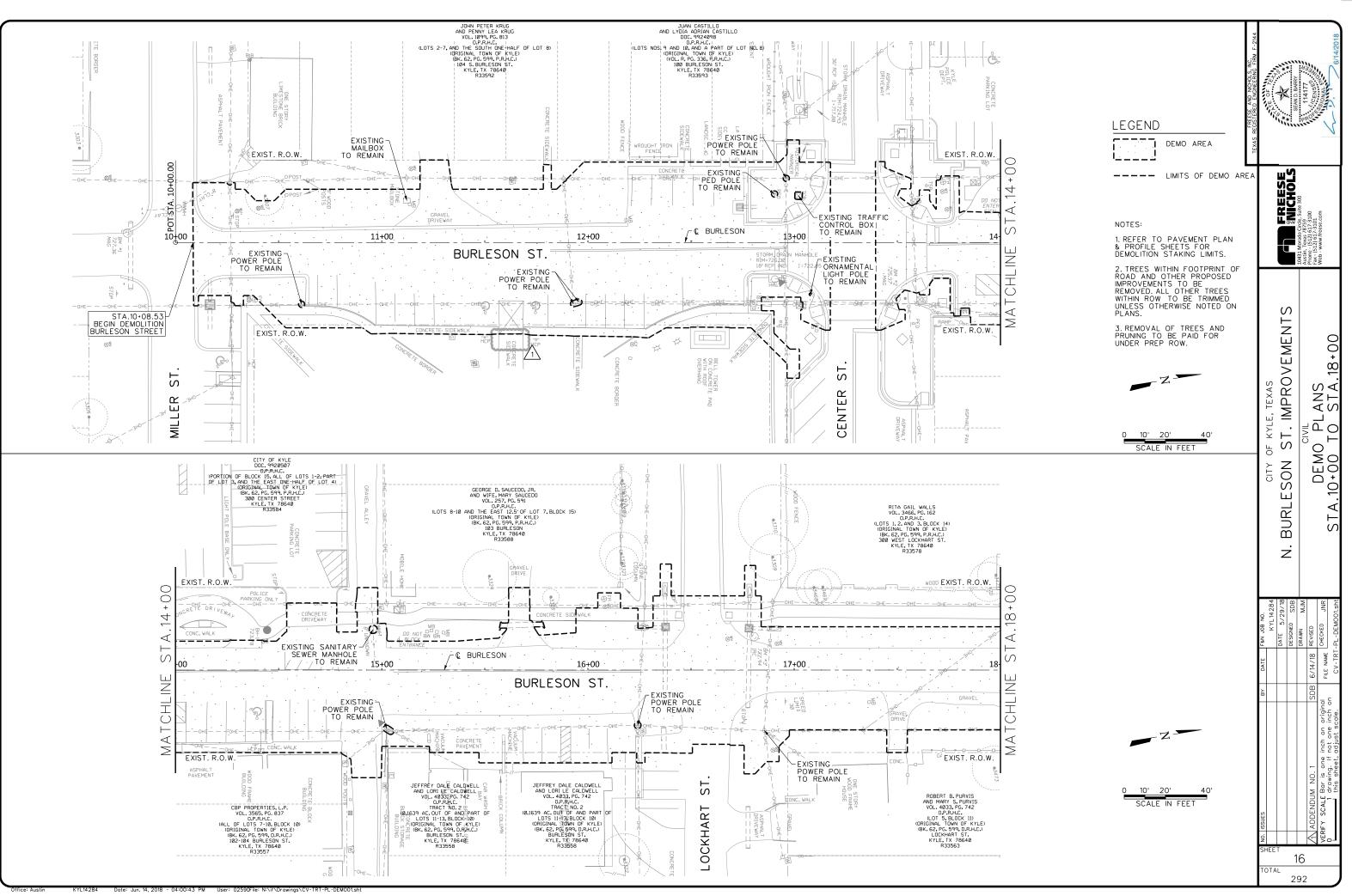
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| TXDOT 104 6015 REMOVING CONC (SIDEWALK)<br>TXDOT 110 6003 EXCAVATION (POND)  | CY              |           |             |             |             |             |             | 7         |        |          |        |               |                                 | 7406       | 7413         |
| TXDOT 110 6002 EXCAVATION (CHANNEL)  | CY              |           | 1-          |             |             |             |             |           |        |          |        |               | 150                             | 1048       | 1198         |
| TxDOT 132 6005         EMBANKMENT (RAIN GARDEN)           TxDOT 132 6005         EMBANKMENT (POND)                                       | CY<br>CY        |           | 17          | 27          | 37          | 17          |             |           |        |          |        |               | 10                              | 50         | 98<br>60     |
| TXDOT 160 6003 FURNISHING AND PLACING TOPSOIL (4")   | SY              |           |             |             |             |             |             |           |        |          |        |               | 70                              | 8710       | 8780         |
| TXDOT 162 6002 BLOCK SODDING   | SY<br>LF        | 462       | 488         | 414         | 339         | 448         | 436         | 572       | 120    | 475      | 740    | 442           | 70                              | 8710       | 8780<br>5255 |
| TxDOT 402 6001         TRENCH EXCAVATION PROTECTION           TXDOT 420 6007         CONCRETE (DROP STRUCTURE)                           | CY              | 402       | 400         | 414         | 555         | 440         | 450         | 573<br>37 | 430    | 475      | 748    | 442           |                                 |            | 3235         |
| TXDOT 420 6007 CONCRETE (APRON W BAFFLE BLOCS)   | CY              |           |             |             |             |             |             | 62        |        |          |        |               |                                 |            | 62           |
| TXDOT 420 6007         CONCRETE (PILOT CHANNEL)           TXDOT 420 6007         CONCRETE (RAIN GARDEN)                                  | <u>СҮ</u><br>СҮ |           | 12          | 15          | 22          | 8           |             |           |        |          |        |               |                                 | 42         | 42<br>57     |
| TXDOT 420 6007 CONCRETE (POND HEADWALLS AND APRONS)  | СҮ              |           | 12          | 13          |             |             |             |           |        |          |        |               |                                 | 41         | 41           |
| TXDOT 422 6001 REIN CONC SLAB  | SF              |           | 05          | 20          | 25          |             |             |           |        |          |        |               | 252                             |            | 252          |
| TxDOT 432 6002         RIPRAP (CONC) (5 IN)           TXDOT SP432         RIP RAP (MITERED SLOPE)  | <u> </u>        |           | 95          | 28          | 25          |             |             |           |        |          |        |               |                                 | 13         | 148<br>13    |
| TxDOT 462 6004 CONC BOX CULV (4 FT X 3 FT)   | LF              |           |             |             |             |             |             | 336       | 400    | 399      | 469    | 233           |                                 |            | 1837         |
| TxDOT 462 6012 CONC BOX CULV (6 FT X 5 FT)   | LF<br>LF        |           |             |             |             |             |             | 54<br>106 |        |          |        |               |                                 |            | 54<br>106    |
| TxDOT 462 6021         CONC BOX CULV (8 FT X 6 FT)           TxDOT 464 6001         RC PIPE (CL III) (12 IN)                             | LF              |           |             |             | 33          |             |             | 100       |        |          |        |               |                                 |            | 33           |
| TxDOT 464 6003 RC PIPE (CL III) (18 IN)  | LF              | 462       |             |             |             | 56          | 36          | 33        | 30     | 76       | 50     | 102           |                                 | 48         | 893          |
| TxDOT 464 6005         RC PIPE (CL III) (24 IN)           TxDOT 464 6008         RC PIPE (CL III) (36 IN)                                | LF<br>LF        |           |             |             |             | 211         | 304<br>96   | 44        |        |          | 80     | 56            |                                 |            | 651<br>140   |
| TxDOT 464 6017 RC PIPE (CL III) (38 IN)  | LF              |           | 488         | 414         | 236         | 118         |             |           |        |          | 82     | 51            |                                 |            | 1389         |
| TxDOT 464 6018 RC PIPE (CL IV) (24 IN)   | LF              |           |             |             | 70          | 63          |             |           |        |          | 67     |               |                                 |            | 133          |
| TxDOT 464 6020 RC PIPE (CL IV) (36 IN)<br>TxDOT 465 6002 MANH (COMPL)(PRM)(48IN)   | LF<br>EA        |           |             |             |             |             | 1           | 1         |        |          | 67     |               |                                 |            | 67<br>1      |
| TxDOT 465 6006 JCTBOX(COMPL)(PJB)(4FTX4FT)   | EA              |           |             |             | 1           | 1           |             |           |        |          |        |               |                                 |            | 2            |
| TxDOT 465 6009         JCTBOX(COMPL)(PJB)(5FTX5FT)           TxDOT 465 6011         ICTBOX(COMPL)(PJB)(6ETX6ET)                          | EA<br>EA        |           | 1           |             |             | 1           | 1           |           |        |          | 1      | 1             |                                 |            | 5            |
| TxDOT 465 6011         JCTBOX(COMPL)(PJB)(6FTX6FT)           TxDOT 465 6012         JCTBOX(COMPL)(PJB)(7FTX7FT)                          | EA              |           |             |             |             |             |             | 1         | 1      | 2        | 3      | 2             |                                 |            | 9            |
| TxDOT 465 6175 INLET (COMPL)(TY C)(5-FT)   | EA              |           | 2           |             |             |             |             |           |        |          |        |               |                                 |            | 2            |
| TxDOT 465 6175 INLET (COMPL)(TY C)(10-FT)<br>TxDOT 466 6152 WINGWALL (FW-0) (HW=5)   | EA<br>EA        |           |             |             |             | 3           | 2           | 2         | 2      | 5        | 4      | 2             |                                 |            | 20           |
| TxDOT 460 6132 WINGWALL (PW-0) (HW-3)<br>TxDOT 467 6362 SAFETY END TREATMENT (TY II)(18-IN)(RCP)(6:1)(C)                                 | EA              |           | 6           | 8           |             |             |             | -         |        |          |        |               |                                 |            | 14           |
| TxDOT 467 6379 SAFETY END TREATMENT (TY II)(24-IN)(RCP)(6:1)(C)  | EA              |           |             |             | 2           | 2           |             |           |        |          |        |               |                                 | 40         | 4            |
| TXDOT 476 6023 JACK BOR OR TUN PIPE(30 IN)(RC)(CL III)<br>TXDOT 481 6026 PIPE (PVC) (SCH 80) (12 IN)                                     | LF<br>LF        |           | 17          | 29          | 27          | 21          |             |           |        |          |        |               |                                 | 48         | 48<br>94     |
| TXDOT 496 6006 REMOVING CONC (HEADWALL)  | EA              | 1         |             |             |             |             |             |           |        |          |        |               |                                 | 2          | 3            |
| TXDOT 496 6007 REMOVING CONC (RC PIPE)   | LF<br>LF        |           | 134         | 164         | 171         | 338         |             | 125       |        | 60       | 197    |               |                                 | 60<br>48   | 1249         |
| TXDOT 7156 6001         CASING PIPE (BORE) (30" STEEL)           COA 402S         CONTROLLED LOW STRENGTH MAERIAL (CLSM)                 | CY              |           |             |             |             |             |             |           |        |          |        |               |                                 | 48         | 48           |
| COA 508S-5S INLET, STANDARD (5 FT)   | EA              | 5         |             | 1           | 1           | 1           |             |           |        |          |        |               |                                 |            | 8            |
| COA 508S-10S         INLET, STANDARD (10 FT)           COA 508S-20S         INLET, STANDARD (20 FT)                                      | EA<br>EA        |           |             | 1           | 3           |             |             |           |        |          | 2      | 1             |                                 |            | 7            |
| COA 508S-20S         INLET, STANDARD (20 FT)           COA 508S-A         AREA INLET, STANDARD 4 FT X 4 FT                               | EA              |           |             |             |             | 1           |             |           |        |          | 2      | 1             |                                 |            | 1            |
| COA 620S FILTER FABRIC   | SY              |           |             |             |             |             |             |           |        |          |        |               |                                 | 18         | 18           |
| COA 551         PIPE UNDERDRAIN, 6" DIA, PERF PVC           SP551S-A         RAIN GARDEN DRAINAGE STONE                                  | LF<br>SY        |           | 32<br>47    | 51<br>74    | 70<br>87    | 32<br>22    |             |           |        |          |        |               |                                 |            | 185<br>230   |
| SP551S-B RAIN GARDEN OVERFLOW STRUCTURE  | EA              |           | 1           | 1           | 1           | 1           |             |           |        |          |        |               |                                 |            | 4            |
| SP591S SPLASH PAD ROCK, 3-5 IN DIA   | SY              |           | 2           | 3           | 4           | 2           |             |           |        |          |        |               |                                 |            | 11           |
| COA 660S BIOFILTRATION MEDIUM<br>SS02263 PERMANENT TURF REINFORCMENT MATTING   | CY<br>SY        |           | 36          | 49          | 62          | 21          |             |           |        |          |        |               |                                 | 1130       | 168<br>1130  |
| SS02267 HDPE GEOMEMBRANE   | SY              |           | 16          | 26          | 35          | 16          |             |           |        |          |        |               |                                 |            | 93           |
|  | PAVEME          |           | NGS - BASE  | BID         |             |             |             |           |        |          |        |               | 1                               |            |              |
| ITEM NUMBER DESCRIPTION  |                 |           |             |             |             |             | UMBERS      |           |        |          |        | TOTAL         | 1                               |            |              |
|  |                 | 205       | 206         | 207         | 208         | 209         | 210         | 211       | 212    | 213      | 215    |               |                                 |            |              |
| TxDOT 644 6001         IN SM RD SN SUP&AM TY10BWG (1) SA (P)           TxDOT 644 6004         IN SM RD SN SUP&AM TY10BWG (1) SA (T)      | EA<br>EA        | 4         | 7           | 6           | 6           | 4           | 2           | 6         | 1      |          | 1      | 35<br>4       |                                 |            |              |
| TxDOT 666 6011 REFL PAV MRK TY I (W) 4" (SLD) (090MIL)   | LF              | 975       |             |             |             |             | 29          |           | -      |          | 1234   | 2238          |                                 |            |              |
| TxDOT 666 6035 REFL PAV MRK TY I (W) 8" (SLD) (090MIL)   | LF<br>          | 100<br>62 |             |             |             | 39<br>24    | 27          | 56        |        |          | 167    | 166<br>331    |                                 |            |              |
| TxDOT 666 6047         REFL PAV MRK TY I (W) 24" (SLD) (090MIL)           TxDOT 666 6053         REFL PAV MRK TY I (W) (ARROW) (090MIL)  | EA              | 62        |             |             |             | 24          | 22          | 56        |        |          | 101    | 331           | 1                               |            |              |
| TxDOT 666 6092 REFL PAV MRK TY I (RR XING) (090MIL)  | EA              |           |             |             |             |             |             | 2         |        |          |        | 2             | 1                               |            |              |
| TxDOT 666 6125 REFL PAV MRK TY I (Y) 4" (BRK) (090MIL)   |                 | 1511      | 326<br>1497 | 373<br>1490 | 319<br>1275 | 322<br>1266 | 336<br>1400 | 45        | 1284   | 964      |        | 1721<br>11064 |                                 |            |              |
| TxDOT 666 6128         PEFL PAV MPK TY: (Y) 4" (SLD) (090 MIL)           TxDOT 666 6137         REFL PAV MRK TY I (Y) 8" (SLD) (090 MIL) |                 | 82        |             |             | -2/-        |             | 14          |           |        | 30%      | $\sim$ | 82            | $\sqrt{1}$                      |            |              |
| TxDOT 666 6140 REFL PAV MRK TY I (Y) 12" (SLD) (090MIL)  | LF              | 100       |             |             |             |             |             |           |        |          |        | 100           | $\mathbf{\mathbf{\mathcal{I}}}$ |            |              |
| TxDCT 666 5166         RE PL TY LACC PRK) (V.HT) (SYMBOL)           TxDOT 666 6170         REF PAV MRK TY II (W) 4" (SLD)                |                 | 975       | $\sim$      | $\sim$      | $\sim$      | $\sim$      | 29          | $\sim$    | $\sim$ | $\sim$   | 1234   | 2238          |                                 |            |              |
| TxDOT 666 6178 REF PAV MRK TY II (W) 8" (SLD)  |                 | 100       |             |             |             | 39          | 25          |           |        |          | 0      | 166           | 1                               |            |              |
| TxDOT 666 6182 REF PAV MRK TY II (W) 24" (SLD)   | LF              | 62        |             |             |             | 24          | 22          | 56        |        |          | 167    | 331           |                                 |            |              |
| TxDOT 666 6184         REF PAV MRK TY II (W) (ARROW)           TxDOT 666 6196         REF PAV MRK TY II (W) (RR XING)                    | EA<br>EA        | 0         |             |             |             | 2           | 2           | 2         |        |          |        | 4             |                                 |            |              |
| TxDOT 666 6205 REF PAV MRK TY II (Y) 4" (BRK)  | LF              | 0         | 326         | 373         | 319         | 322         | 336         | 45        |        |          |        | 1721          |                                 |            |              |
| TXDOT 666 5207 PEF PAV MARK TV II (Y) A" (SLD)   |                 | 1511      | 1/197       | 1490        | 1275        | 1266        | 1400        | 177       | 1284   | 964      |        | 11064         | $\sqrt{1}$                      |            |              |
| TxDOT 666 6211         REF PAV MRK 1Y II (Y) 8" (SLD)           TxDOT 666 6212         REF PAV MRK TY II (Y) 12" (SLD)                   |                 | 82<br>100 |             |             | -           |             |             | -         |        | - *      |        | 82<br>100     |                                 |            |              |
| TxDOT 666 5220 RE PUTTY II (AAC RK) (DI&W') (W/20RD) LG  | A A FA          | 3         |             |             |             |             |             |           |        |          |        | A             |                                 |            |              |
| TxDOT 6/2 600/ REFL PAV MRKR TY I-C  | EA              | 5         | 38          | 40          | 32          | 4           | 3           | 4         | 70     | 48       |        | 12<br>363     |                                 |            |              |
| TxDOT 672 6009         REFL PAV MRKR TY II-A-A           TxDOT 6120 6001         DEAD END ROADWAY BARRICADE                              | LF              | 12        | 50          | 40          | 52          | 21          | 52          | 4         | 70     | 48<br>24 | 16     | 40            |                                 |            |              |
|  | 1               |           |             | INATION -   |             |             |             |           |        |          |        |               | ,                               |            |              |
|  |                 |           | ILLUIV      | INATION -   | BASE BID    |             |             | SHEET N   | UMBERS |          |        |               |                                 |            |              |
| ITEM NUMBER DESCRIPTION  | UNIT            | 268       | 269         | 270         | 271         | 272         | 273         | 274       | 275    | 276      | 277    | 278           | 279                             | 280        | 281          |
| 26 56 00 TYPE "S1" POLE/FIXTURE  | EA              | 10        | 10          | 4           | 3           | 4           | 4           | 4         | 4      | 4        | 5      | 4             | 4                               | 2          |              |

| ITEM NUMBER    | DESCRIPTION                                    | UNIT |        |        |        |        |                   |        | SHEET N | UMBERS |        |        |        |        |     |        | TOTAL |       |
|----------------|--|------|--------|--------|--------|--------|-------------------|--------|---------|--------|--------|--------|--------|--------|-----|--------|-------|-------|
|                | DESCRIPTION                                    | UNIT | 268    | 269    | 270    | 271    | 272               | 273    | 274     | 275    | 276    | 277    | 278    | 279    | 280 | 281    |       |       |
| 26 56 00       | TYPE "S1" POLE/FIXTURE                         | EA   | 10     | 10     | 4      | 3      | 4                 | 4      | 4       | 4      | 4      | 5      | 4      | 4      | 2   |        | 62    |       |
| TXDUT 610 605? | TY.7'2 "S2" POLE / AIXTU'KE (M' AICH F.XISTMG) | EА   | $\sim$ | $\sim$ | $\sim$ | $\sim$ | $\langle \rangle$ | $\sim$ | $\sim$  | $\sim$ | $\sim$ | $\sim$ | $\sim$ | $\sim$ |     | $\sim$ |       |       |
| TxDOT 416 6029 | DRILL SHAFT (RDWY ILL POLE) (30 IN)            | LF   | 60     | 60     | 24     | 18     | 24                | 24     | 24      | 24     | 24     | 30     | 24     | 24     | 20  |        | 380   | $V^1$ |
| 26 50 20       | 2" CONDULT TRENCH & RACKELL                    | LE   | 202    | 816    | 415    | 220    | 502               | 414    | 152     | 497    | +12    | 472    | 148    | A1     | 205 |        | F +29 |       |
| 26 56 00       | ELECTRIC SERVICE & METER                       | EA   |        | 1      |        |        |                   |        |         |        |        |        |        |        |     |        | 1     |       |
| 26 05 19       | #6 XHHW  | LF   | 1600   | 1632   | 890    | 760    | 884               | 888    | 904     | 984    | 884    | 944    | 896    | 882    | 590 |        | 12738 |       |
| 26 05 19       | #8 GRD XHHW                                    | LF   | 800    | 816    | 445    | 380    | 442               | 444    | 452     | 492    | 442    | 472    | 448    | 441    | 295 |        | 6369  |       |
| 26 05 33       | PULLEOX, CONCRETE W/ HINGED COVER              | EA   | 1      | 2      |        | 1      | 1                 |        |         | 1      |        |        | 1      |        |     | 1      | 8     |       |

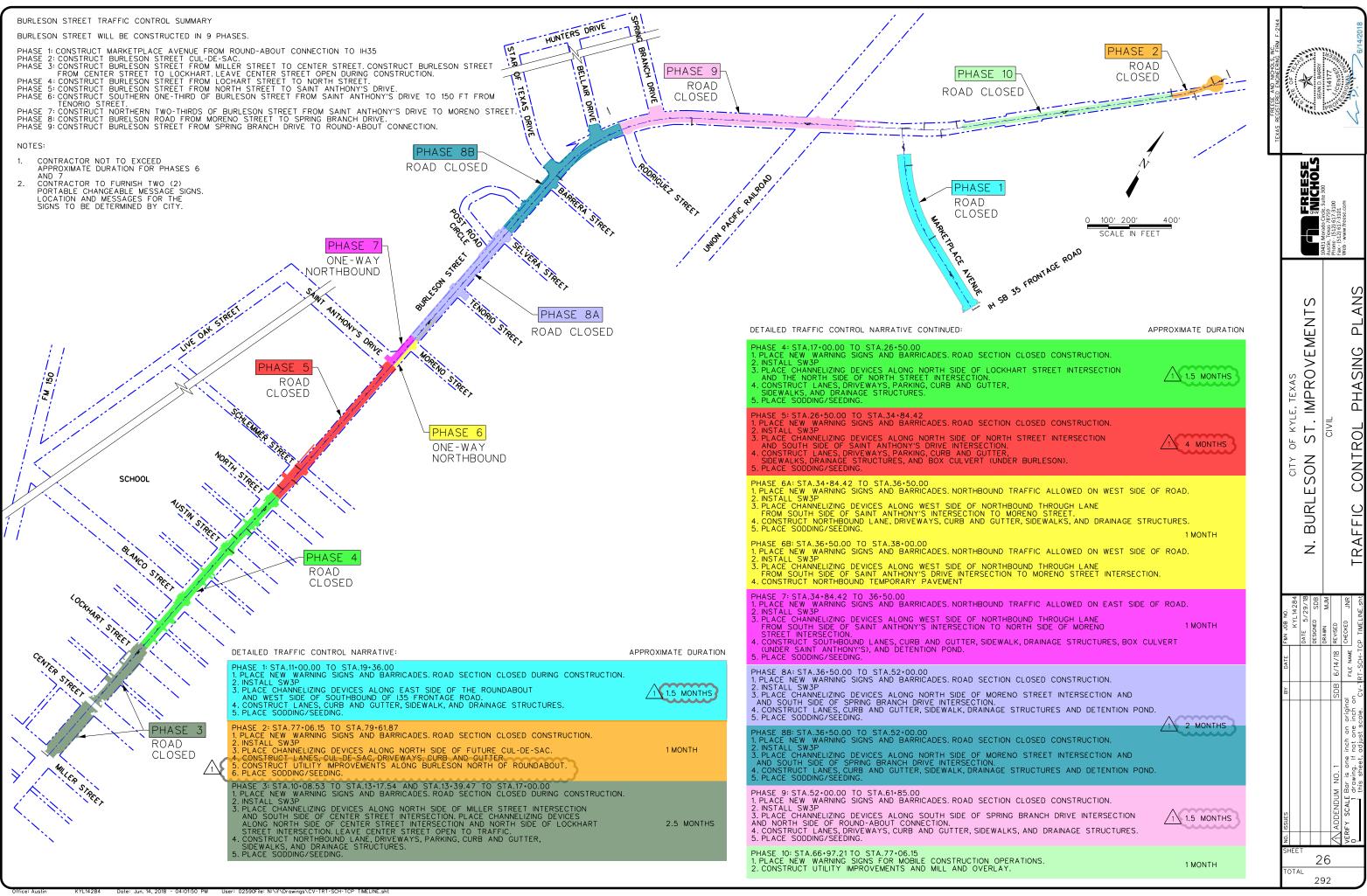
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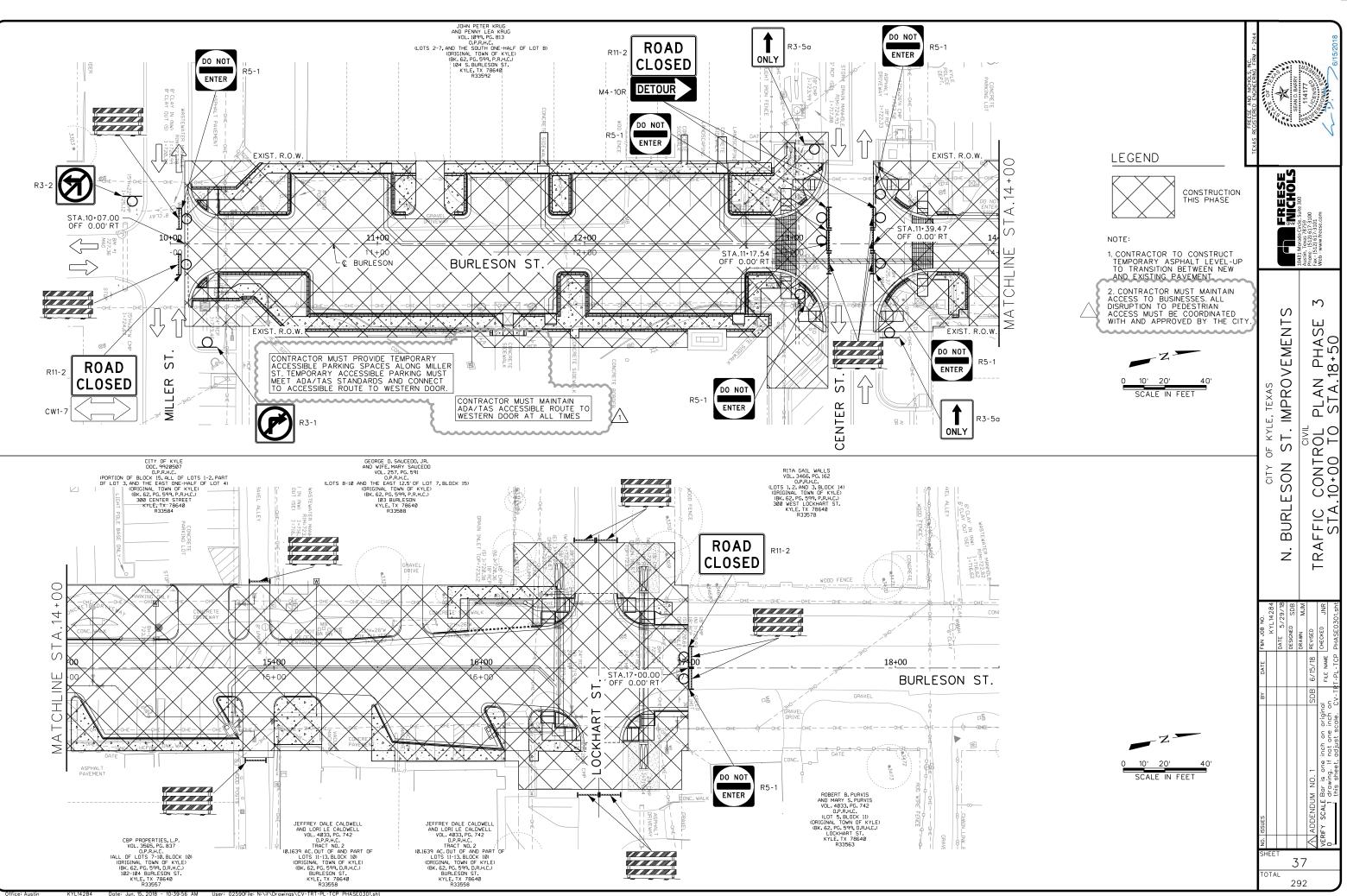
| TEXAS REGISTERED ENGINEERING FIRM F-2144 | "Innin"          | ANTE OF TEL         |                            | SEAN D BARRY | 114177 .R   | Or CENSED N                                    | NAT ENOIST                           | 6/15/2018  |  |  |
|--|------------------|---------------------|----------------------------|--------------|---|--|--------------------------------------|--|--|--|
|  |                  |                     | FREESE                     |              | 10431 Morado Circle, Suite 300<br>Austin, Texas 78759 | Phone - (512) 617-3100<br>Fax - (512) 617-3101 | Web - www.freese.com                 |  |  |  |
|  |                  | CITY OF KYLE, TEXAS | N DIDIECON ST MADOVIEMENTS | ב            |   |  |                                      | SUMMARY - BASE BID   |  |  |
|  | DATE F&N JOB NO. | KYL14284            | DATE 5/29/18               | DESIGNED MUM | DRAWN MJM   | REVISED  | FILE NAME CHECKED SDB                | CV-ALL-GN-SUMMARY02.sht  |  |  |
|  | DATE             |                     |                            |              |   | SDB 6/15/18 REVISED                            | FILE NAME                            | -ALL-GN-   |  |  |
|  | BΥ               |                     |                            |              |   | SDB  |                                      |  |  |  |
|  | NO. ISSUES       |                     | T.                         |              |   | 🔨 ADDENDUM NO. 1                               | VERIFY SCALE Bar is one inch on orig | U I arawing. If not one inch on<br>L this sheet, adjust scale. |  |  |
|  | SF               | HEE                 | T<br>.L                    |              | 3   |  |                                      |  |  |  |
|  |                  |                     |                            | 2            | 92  |  |                                      |  |  |  |



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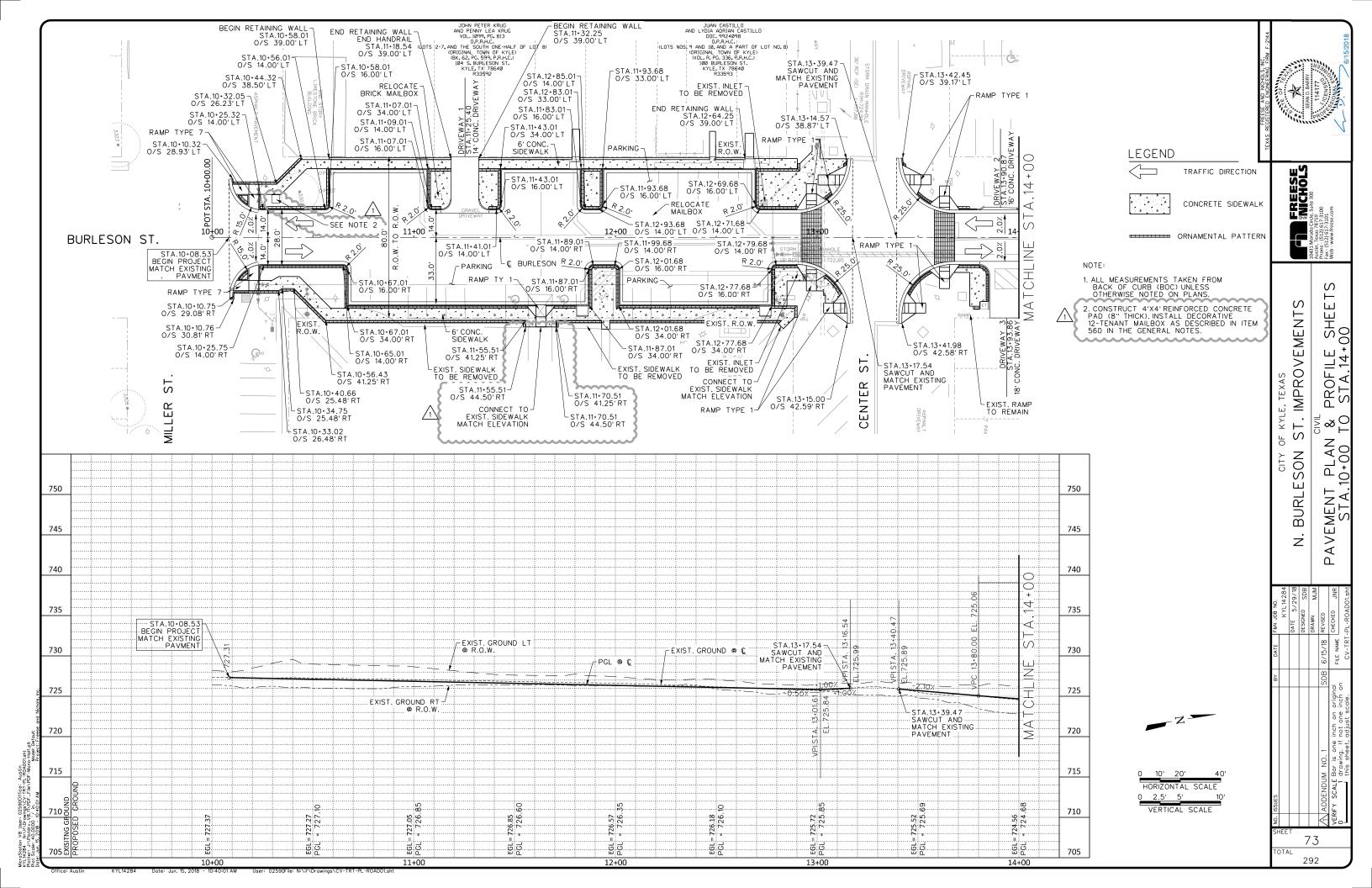


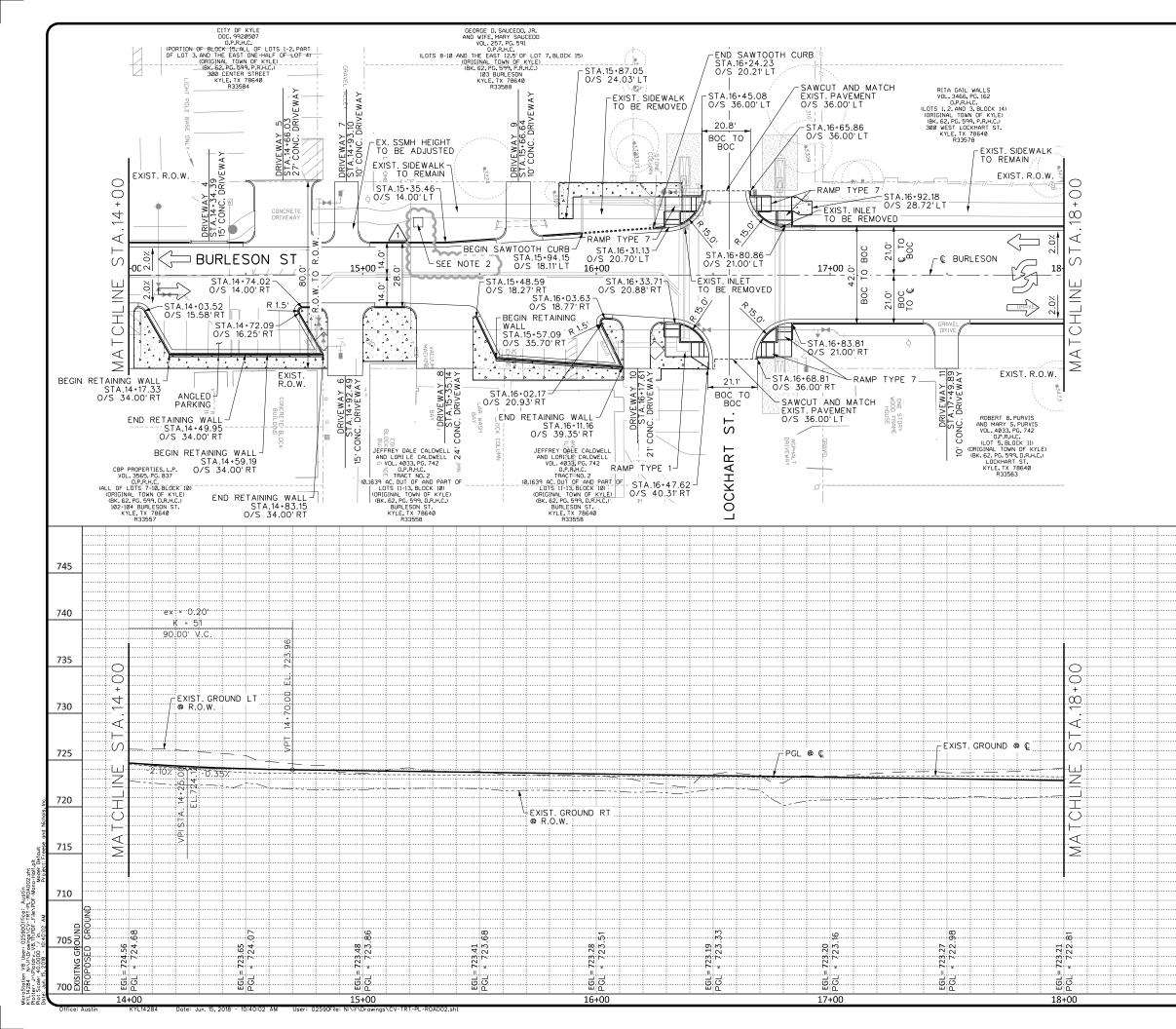


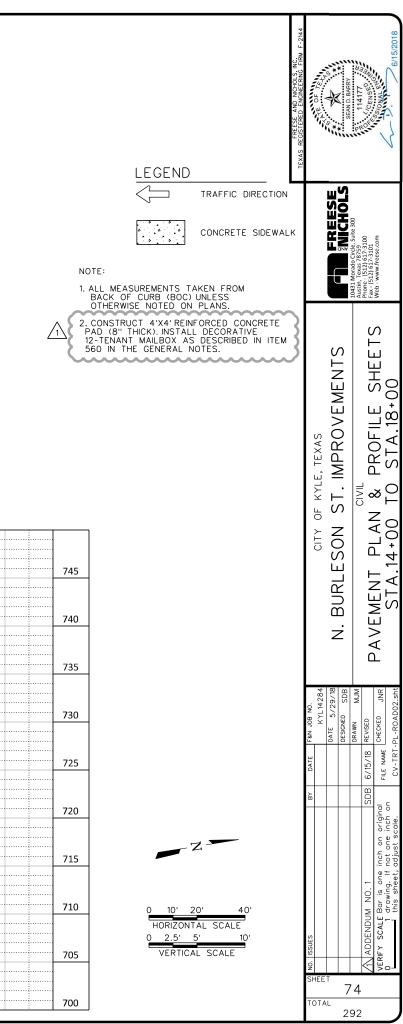
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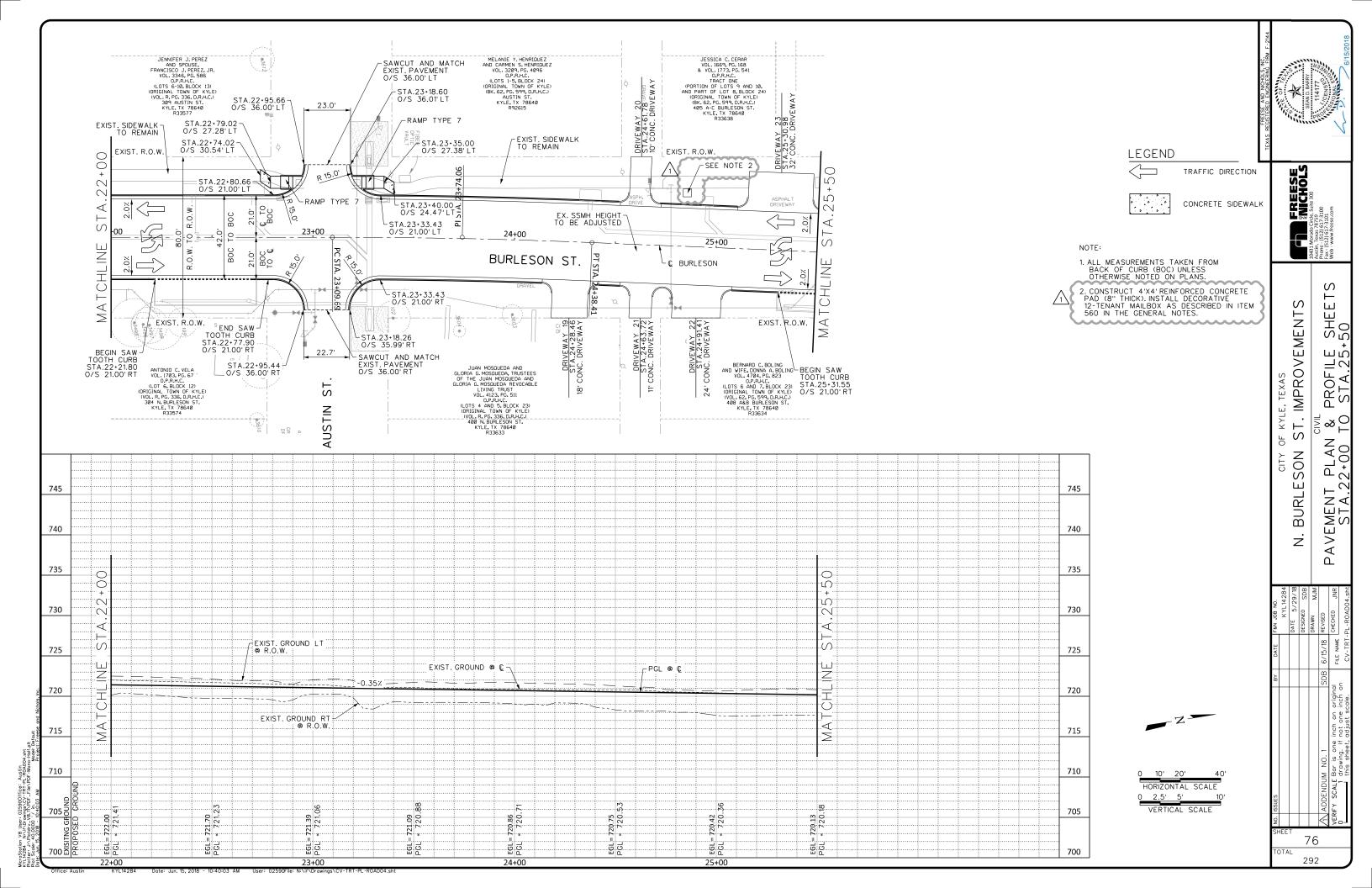
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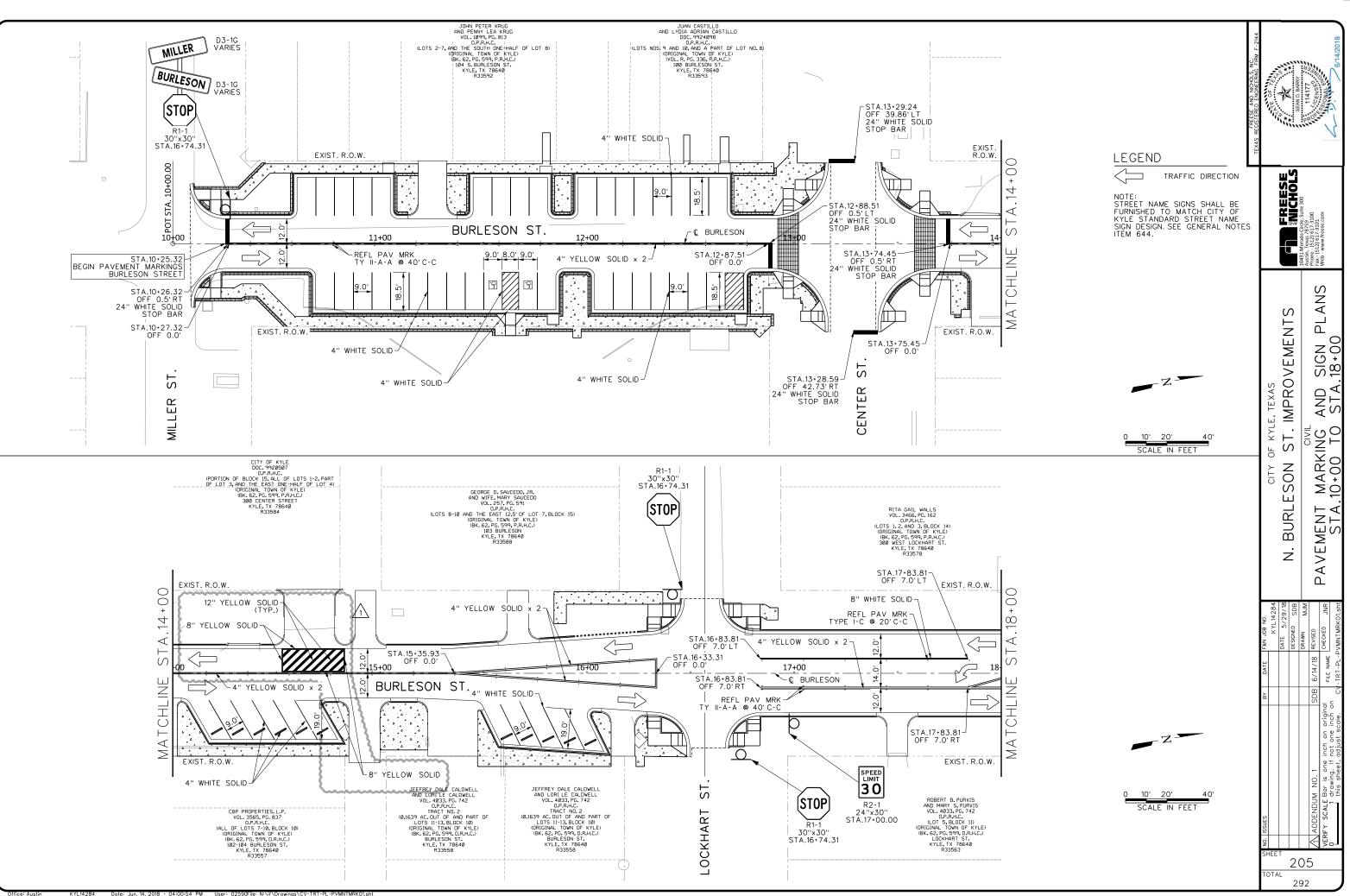
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