



CITY OF KYLE
ENGINEERING DEPARTMENT

PROJECT MANUAL
Contract Documents and Technical
Specifications

for the

Kyle Crossing Road Reconstruction
(Between Kohler's Crossing to Vista Ridge)

Project No. K 18-19.1

CITY OF KYLE
Engineering Department
100 W. Center St.
Kyle, Texas 78640
February 2019

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INVITATION TO BID

Sealed bids addressed to the City of Kyle will be received for Kyle Crossing Road Reconstruction until 2:00 pm on **April 10, 2019** at City of Kyle Public Works Department, 520 E. RR 150, Kyle, TX. The bids will be publicly opened and read aloud at 2:00 pm on **April 10, 2019** at City of Kyle Public Works Department.

Bids are invited for several items and quantities of work as follows:

1. Approximately 0.663 miles of road reconstruction between Kohler's Crossing and Vista Ridge.
2. Approximately 0.663 miles of linear feet of triaxial geogrid.
3. Metal beam guard fence.
4. Striping.

Bids must be submitted on the Unit Price Bid Form provided and must be accompanied by a bid security in a penal sum approximately equal to and not less than five percent (5%) of the total amount of the bid. The security shall be in the form of a certified check or cashier's check, or bid bond furnished by a reliable surety company having authority under the laws of Texas to write surety bonds in the amount required, with such security made payable without recourse to the City of Kyle. The envelope containing the bid shall indicate clearly on the front that the bid is for **Kyle Crossing Road Reconstruction between Kohler's Crossing to Vista Ridge "K 18-19.1"**.

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

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

Copies of the Plans, Specifications and Bid Documents will be on file by **March 13, 2019** and may be examined at the following locations:

Public Works Building, 520 E. RR 150, Kyle, Texas 78640

Builders Exchange, 4047 Naco Perrin Blvd, San Antonio, Texas 78217

City of Kyle website

Electronic copy (Flash Drive) will be available upon request at no cost.

Bidders should carefully examine the plans, specifications and other documents, visit the site of work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in, or omissions from, the plans, specifications or other documents, or should be in doubt as to their meaning, bidder should notify the City Engineer and obtain clarification prior to submitting any bid, but no later than **April 05, 2019**. Additional information, addenda and answer to any such clarification and or questions will be posted on City Website. **A non-mandatory pre-bid conference** will be held on **March 28, 2019 at 2:00 pm** at the offices of the City of Kyle Public Works Department, 520 E. RR 150, Kyle TX.

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

Leon Barba, P.E.
City Engineer
City of Kyle
03/06/2019

INSTRUCTIONS TO BIDDERS

1. Bid Forms

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

2. Plans, Specifications and Site of Work

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

3. Preparation of Bid Form

The Bidder must submit his bid on the form furnished. The blank spaces for each item in the bid form shall be correctly filled in, by writing in words and numerals, in ink. The Bidder must submit a price for each item in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. The bid shall be executed with ink in the complete and correct name of the individual, firm or corporation making the bid and signed by the person or persons authorized to bind the individual, firm or corporation. The Bidder shall properly acknowledge all addenda in the spaces provided on the bid form. Persons desiring further information or interpretation of the specifications or drawings must make a written request for such information to the seven (7) calendar days prior to the time set for the opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the drawings, specifications and contract documents will be made by addendum only and a copy of each addendum will be mailed or delivered to each person to whom a set of such documents has been provided.

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

4. Rejection of Bids

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

5. Bid Form Guaranty

Each bid must be accompanied by a cashier's or certified check, payable to the Owner or an acceptable bid bond in the amount of not less than five percent (5%) of the total amount bid, as a guarantee that Bidder will enter into a contract and furnish bonds, if required, on the forms provided within ten (10) days after notice of award of contract to him.

6. Delivery of Bids

Each completed bid shall be placed, together with the bid guaranty, in a sealed envelope clearly identified on the outside as a bid for the **Kyle Crossing**. When sent by mail, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. Bids will not be considered unless submitted on or before the time designated in the Invitation for Bids.

7. Withdrawal of Bids

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

8. Qualification of Bidders

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

9. Disqualification of Bidders

The following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:

- a. More than one bid for the same work from an individual, firm, partnership or corporation.
- b. Evidence of collusion among Bidders.
- c. Poor performance in the execution of work under previous contracts.
- d. For being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.

10. Consideration of Bids

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

11. Award of Contract

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

12. Execution of Contract and Bonds

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

13. Approval of Contract

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

14. Failure to Execute Contract and Bonds

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

15. Pursuing the Work

The contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and shall substantially complete the work within the number of days set forth in the Bid Documents.

UNIT PRICE BID FORM

CITY OF KYLE, TEXAS

KYLE CROSSING ROAD RECONSTRUCTION

STATION 1+29.32 TO STATION 36+31.34

The undersigned, in compliance with the Invitation for Bids for construction of the following Project: Kyle Crossing Road Reconstruction.

(IFB# K 18-19.1) for the City of Kyle, Texas, having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the following prices of:

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100 6002	PREPARING ROW	6.0	STA	\$	\$
104 6022	REMOVING CONC (CURB AND GUTTER)	195.0	LF	\$	\$
105 6005	REMOVING STAB BASE AND ASPH PAV (3")	300.5	SY	\$	\$
105 6026	REMOVE STAB BASE & ASPH PAV (13" - 18")	18,030.0	SY	\$	\$
110 6002	EXCAVATION (CHANNEL)	190.0	CY	\$	\$
112 6002	SUBGRADE WIDENING (DENS CONT)	7.0	STA	\$	\$
164 6023	CELL FBR MLCH SEED (PERM) (RURAL) (CLAY)	1,255.0	SY	\$	\$

169 6003	SOIL RETENTION BLANKETS (CL 1) (TY C)	1,255.0	SY	\$	\$
247 6238	FL BS (CMP IN PLC) (TY A GR 4) (12")	18,030.0	SY	\$	\$
260 6002	LIME (HYDRATED LIME SLURRY)	500.0	TON	\$	\$
260 6073	LIME TRT (SUBGRADE) (8")	18,100.3	SY	\$	\$
310 6005	PRIME COAT (AE-P)	2,715.0	GAL	\$	\$
340 6011	D-GR HMA (SQ) TY-B PG64-22	3,292.4	TON	\$	\$
340 6047	D-GR HMA (SQ) TY-C SAC-A PG70-22	2629.4	TON	\$	\$
354 6002	PLAN & TEXT ASPH CONC PAV (0" TO 2")	24.0	SY	\$	\$
500 6001	MOBILIZATION	1.0	LS	\$	\$
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6.0	MO	\$	\$
506 6020	CONSTRUCTION EXITS (INSTALL) (TY I)	241.0	SY	\$	\$
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	6,537.0	LF	\$	\$
529 6002	CONC CURB (TY II)	125.0	LF	\$	\$
540 6001	MTL W-BEAM GD FEN (TIM POST)	405.0	LF	\$	\$
540 6014	SHORT RADIUS	30.5	LF	\$	\$
540 6017	MTL BM GD FEN (LONG SPAN SYSTEM)	100.0	LF	\$	\$
540 6021	MTL THRIE-BEAM GD FEN (TIM POST)	95.0	EA	\$	\$

542 6001	REMOVE METAL BEAM GUARD FENCE	205.0	LF	\$	\$
544 6001	GUARDRAIL END TREATMENT (INSTALL)	3.0	EA	\$	\$
544 6002	GUARDRAIL END TREATMENT (MOVE & RESET)	1.0	EA	\$	\$
550 6003	CHAIN LINK FENCE (REMOVE)	43.0	LF	\$	\$
550 6009	CHAIN LINK FENCE (INSTALL) (6') (BARB TOP)	33.0	LF	\$	\$
666 6170	REFL PAV MRK TY II (W) 4" (SLD)	3,725.0	LF	\$	\$
666 6184	REFL PAV MRK TY II (W) (ARROW)	10.0	EA	\$	\$
666 6205	REFL RAV MRK TY II (Y) 4" (BRK)	4,570.0	LF	\$	\$
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	6,850.0	LF	\$	\$
672 6013	TRAFFIC BUTTON TY II-A-A	350.0	EA	\$	\$
6001 6001	PORTABLE CHANGEABLE MESSAGE SIGN	180.0	DAY	\$	\$
GEOGRID	GEOGRID (WITHOUT OVERLAP)	16,500.0	SY	\$	\$
	Grand Total				\$

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of sixty (60) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section “Instruction to Bidders”, or any mutually agreed extension of that period;
- or Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within ten (10) Days after notice of award, or any mutually agreed extension of that period.

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

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **finally** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within one hundred and eighty (180) **Calendar** Days. The Bidder further agrees that should the Bidder fail to **finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting its bid, in consideration for the waiver of its right to attorney’s fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney’s fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER’s actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Final Completion** date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of Two hundred Fifty dollars (\$250.00) per **Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

OWNER reserves right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

Addendum No. 4 dated _____ Received _____

Addendum No. 5 dated _____ Received _____

Secretary, *if Bidder is a Corporation

Bidder

(Seal)

Authorized Signature

Title

Date

Address

Telephone Number / FAX Number

Email Address for Person Signing Bid

Email Address for Bidder's Primary Contact Person

- Copy of Corporate Resolution and minutes with certificate of officer of Bidder as to authority of signatory to bind Bidder is to be signed and dated no earlier than one week before Bid date, and be attached to this document.

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid Form, dated _____, 20____, for

Kyle Crossing Road Reconstruction

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified. therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of, _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

_____(SEAL)

_____(SEAL)

ATTEST: _____
By: _____ (SEAL)

ATTEST: _____
By: _____

By: _____ (SEAL)

Countersigned

By: _____

Attorney – in – fact
State of _____ *

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____

Secretary of the Corporation named as Principal in the within bond; that
_____, who signed the said bond on behalf of the Principal was then

of said corporation; that I know his signature, and his signature thereto is
genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by
authority of this governing body.

_____ (SEAL)

Title _____

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Contractor)

(Address)

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

(Name of Surety)

(Address)

Hereafter called Surety, are held and firmly bound onto

(Name of Recipient)

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of _____
_____ Dollars (\$ _____)

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

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

(Project Name)

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

OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

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

ATTEST: _____

(Principal)

By _____

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Address)

ATTEST: _____

(Witness as to Surety)

(Surety)

By _____
(Attorney in Fact)

(Address)

(Address)

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Contractor)

(Address)

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

(Name of Surety)

(Address)

Hereafter called Surety, are held and firmly bound onto

(Name of Recipient)

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of _____
_____ Dollars (\$ _____)

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

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

(Project Name)

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands

incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

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

ATTEST: _____

(Principal)

_____ By _____

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety)

By _____
(Attorney in Fact)

(Address)

(Address)

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

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

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Kyle Crossing Road Reconstruction

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

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

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

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

Dated this _____ day of _____, 2019

By: _____

Title:

ACCEPTANCE OF NOTICE

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

By: _____
Title: _____
Date: _____

NOTICE OF PROCEED

TO: _____ DATE: _____
PROJECT: _____

Kyle Crossing Road Reconstruction

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

By: _____

Title:

ACCEPTANCE OF NOTICE

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

By: _____
Title: _____
Date: _____

AGREEMENT

THIS AGREEMENT, made this ____th day of _____, 2018 by and between the _____ hereinafter called "OWNER" and _____ doing business as a corporation, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of Kyle Crossing Road Reconstruction
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ and ____/100 dollars (\$ _____), or as shown in the BID schedule.

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

- A. Invitation for Bids
- B. General Requirements and Covenants
- C. Bid Proposal
- D. Bid Bond
- E. Performance and Payment Bonds
- F. Agreement
- G. Special Provisions
- H. Notice of Award
- I. Notice to Proceed

J. Change Order

K. Plans as prepared by City of Kyle dated _____.

L. Specifications prepared or issued by City of Kyle dated _____.

M. Addenda

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

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

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

(SEAL)

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

(SEAL)

By: _____

Title: _____

ATTEST:

By: _____

Title: Secretary / Treasurer

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE

City of Kyle, Texas
100 W. Center St.
Kyle, Texas 78640

CONTRACTOR/PURCHASER: _____

Street Address: _____

City, State, ZIP Code: _____

PROJECT: **Kyle Crossing Road Reconstruction**

Project Manager: Keshav R Gnawali, P.E. _____

IFB No. _____

Description of items to be purchased or as described on the attached order or invoice:

Sanitary Sewer Pipe Installation – Install approximately 8,130.0 feet of Sanitary sewer line and 25 manholes.

The Contractor may purchase all labor, materials, supplies, and equipment to be incorporated in the City of Kyle realty, including easements, or completely consumed at the Project jobsite and services required by or integral to the performance of the contract for the Project without paying sales or use tax in accordance with State Comptroller Rule 3.291.

Contractor/Purchaser claims this exemption for the following reason: This contract is to be performed for the City of Kyle, a tax-exempt entity under the Texas Tax Code.

I understand that I will be liable for payment of sales and use taxes which may become due for failure to comply with the provisions of the Tax Code. I also understand that it is a criminal offense to give an exemption certificate to the contractor for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and depending on the amount of tax evaded, the offense may range from a Class B misdemeanor to a felony of the second degree.

City of Kyle, Texas

Title

Date

PERWEZ MOHEET

CHIEF FINANCIAL OFFICER

_____, 2019

CONTRACTOR/PURCHASER:

By:

Title:

Date:

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle. THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID. Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist. This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

GENERAL CONDITIONS

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1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.23 SUPPLEMENTAL GENERAL CONDITIONS—

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

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

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

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

3. SCHEDULES, REPORTS AND RECORDS

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

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

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

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

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

4. DRAWINGS AND SPECIFICATIONS

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

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

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

5. SHOP DRAWINGS

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

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

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

6. MATERIALS, SERVICES AND FACILITIES

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

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

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

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

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

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

7. INSPECTION AND TESTING

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

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

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

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

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

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

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

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

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equip-

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

9. PATENTS

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

10. SURVEYS, PERMITS, REGULATIONS

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

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

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

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

11. PROTECTION OF WORK, PROPERTY AND PERSONS

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

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

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

12. SUPERVISION BY CONTRACTOR

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

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises,

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

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

14. CHANGES IN CONTRACT PRICE

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

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

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

15.4.1 To any preference, priority or allocation

order duly issued by the OWNER.

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

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

16. CORRECTION OF WORK

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

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

17. SUBSURFACE CONDITIONS

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

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

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

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

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR

will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

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

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

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

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

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

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

19. PAYMENTS TO CONTRACTOR

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

19.2 The request for payment may also include an allowance for the cost of such major materials and

equipment which are suitably stored either at or near the site.

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

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

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

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

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

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

21. INSURANCE

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

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

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

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

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

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

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

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

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any

operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

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

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

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

22. CONTRACT SECURITY

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

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

23. ASSIGNMENTS

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

24. INDEMNIFICATION

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

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

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

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other con-

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

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

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

26. SUBCONTRACTING

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

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

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

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

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

27. ENGINEER'S AUTHORITY

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

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

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

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

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

28. LAND AND RIGHTS-OF-WAY

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

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

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

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of

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

30. DISPUTE RESOLUTION

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

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

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

31. TAXES

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

**Kyle Crossing Road Reconstruction
SPECIAL CONDITIONS
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1. Priority of Interpretation

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement".

2. Time of Completion

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

3. Superintendent of Construction

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

4. Water for Construction

The Owner will make water available to the Contractor. All labor, equipment, transportation or piping materials required to utilize this available water shall be supplied by the Contractor without cost to the Owner. The Owner reserves the right to limit periods of use from the City's system in the event of water shortages or mechanical failures of water system equipment.

5. Addenda

Bidders desiring further information or clarification of the Specifications must make request for such information in writing to the Engineer more than seven (7) calendar days before the bid opening. Answers to all such requests will be published in City of Kyle website, and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Specifications or other Contract Documents, or should be in doubt as to their meaning, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. No addendum will be issued unless it is possible to deliver same to each prospective bidder at least twenty-four (24) hours prior to the advertised time for bid opening. The bid, as submitted by the Contractor, must be so constructed as to be responsive to or consider any addendum or addenda issued by the Engineer and received by the

bidder at least twenty-four (24) hours prior to the opening of the bids either by facsimile, electronic mail or through the U.S. Postal Service.

6. Prevention of Accidents and Safety

The Contractor shall at all times during the course of construction on this project, exercise such precautions as are necessary for the prevention of accidents. The safety provisions, as outlined in the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, shall be observed to such extent that such provisions do not conflict with existing State Laws and City Ordinances.

The Contractor shall at all times conduct all phases of his operations in observance of the requirements of the Occupational Safety and Health Act of 1970 latest revision(s) thereof, and the Texas Occupational Safety Law, latest revision(s) thereof. Trench or excavation sheeting and bracing shall be required on all excavation greater than five (5) feet in depth.

7. Traffic Control and Safety

It shall be the responsibility of the Contractor to build and maintain all-weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in the Contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the street involved in this project. If entrances or access routes are to be blocked, owners or tenants of improvements where such access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time that the construction will be started at their drives or entrances and be informed as to the estimated duration of the blockage, which period shall in no case exceed six (6) hours.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Owner and it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

The Contractor shall, at the end of each day, keep a sufficient width of the roadway clear of dirt and other materials to allow emergency vehicle access and vehicular access to private property. The Contractor shall assume all responsibility for damage, personal or otherwise, that

may be caused by the construction along City streets or private drives.

All traffic control signage and barricades shall be in accordance with the Texas Manual on Uniform Traffic Control Devices for Urban Streets including providing Type A flashing warning lights to mark barricades at night.

8. Pay Request Information

The Contractor shall provide three (3) copies of executed pay requests at the end of each month of construction.

In lump sum contracts, the Contractor shall provide the Engineer a breakdown of lump sum bid items with the first pay request so that the Engineer may judge the percentage completion of work done under lump sum prices. In unit price contracts, the Contractor shall provide information to include quantities constructed to date and quantities constructed during the period for which the pay request covers. With each pay request the Contractor shall furnish to the Engineer duplicate copies of all invoices for materials furnished to be incorporated into the work, which are stored on site. No materials costs shall be claimed on a pay request which are not securely stored at the location of work. This information is to be used to determine the value of materials used and on hand to be paid for periodic partial payments.

If the Contractor fails to furnish this information, no materials shall be included on the monthly estimates until they are permanently incorporated into the work.

The section entitled "Payments to Contractor" of the General Conditions sets forth payment provisions. The Owner shall retain ten percent (10%) of the amount of each payment until completion and acceptance of all work covered by the Contract Documents.

9. Plans and Specifications

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

10. Liquidated Damages for Delay by Contractor

The Contractor agrees that time is of the essence in this contract and that the Owner will be damaged if there is a delay in completion of the work beyond the time established in the Bid Form. The parties agree that the amount of the damage which will be incurred by the Owner as a result of any such delay is difficult to estimate, and that from the viewpoint of the parties as of the date of the execution of this Contract, delay beyond the time specified in the Bid Form is a bonafide attempt by the parties to estimate as well as they are able the amount of the damages which the Owner will actually incur as a result of any such delay and that the requirements for payment of liquidated damages is not intended as a penalty. The parties further agree that it is in the best interest of both parties that the amount of liquidated damages be specified herein rather than that the parties should be faced with the problem of determining actual damages in the event of any delay beyond the number of calendar days in the Bid Form (after due allowance for such extension of time as is provided for in the General Conditions of Agreement). The parties agree, therefore, that Contractor shall pay to Owner as liquidated damages and Owner shall accept from Contractor as liquidated damages, the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) per day, which sum may be permanently withheld by Owner from the Contractor's total compensation provided in this Contract.

11. Examination of Project Site

Prospective bidders shall make a careful examination of the project site, the soil and water conditions to be encountered, improvements to be protected, disposal sites available for surplus materials not designated to be salvaged, and as to method of providing ingress and egress to private parties, and methods of handling traffic during construction of the entire project.

12. Coordination with Others

In the event other Contractors or parties authorized by the Owner are doing work this project area, the Contractor shall coordinate his proposed construction with the activities of others.

13. Reference Specifications

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

14. Public Utilities and Other Property and Other Property to be Changed

In case it is necessary to change or move any existing City utility line, such line shall not be moved or interfered with until authorized to do so by the Engineer and / or Owner. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of its property as may be made necessary by performance of this Contract.

The Plans show as much information as can reasonably be obtained from existing and available construction drawings regarding the location and nature of pipelines and other underground utilities; however, the accuracy or completeness of such information: is not guaranteed. It shall be the Contractor's responsibility to verify locations of such underground features sufficiently **in advance** of operations to preclude damage to same. In the event the Contractor encounters underground facilities not shown on the Plans, it shall be the Contractor's responsibility to construct the work as intended at no increase in the contract price, In the event of damage to underground facilities, whether or not shown in the Plans, the Contractor shall make the necessary repairs to place the facility back in service at no increase in the contract price and all such repairs shall conform to the requirements of the company or agency servicing the facility.

15. Used Materials

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

16. Project Maintenance

The Contractor shall maintain and keep in good repair all improvements covered by these Plans and Specifications during the life of this Contract.

17. Protection of Existing Structures

The Plans show the locations of all known surface and subsurface structures; however, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Bid Form, in which case the provisions in these Specifications for extra work

shall apply.

The Contractor shall be responsible for protection of all existing structures and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of each prospective Contractor to examine the site completely before submitting his bid.

Existing improvements, including but not limited to fences, yards, culverts, shrubs, pipelines, driveway entrances and private drives, removed to permit installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found.

Where surface drainage ways are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after construction is completed.

The Contractor shall be responsible for avoiding any damage to trees in the construction area except those trees shown on the plans to be removed. The Contractor shall flag or otherwise visibly mark any such trees before beginning work in their vicinity and shall be responsible to the landowner should any damage to such trees occur due to construction of the project.

18. Guaranty Against Defective Work

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

19. Material Storage

Materials delivered to the site of the work in advance of their use shall be so stored as to cause the least inconvenience, and in a manner satisfactory to the Engineer. Materials stored for extended periods shall be protected from weather conditions in a manner satisfactory to the Engineer.

20. Copies of Plans and Specifications Furnished

Three (3) sets of Plans and Specifications shall be furnished to the Contractor at no charge for construction purposes. Additional copies may be obtained at cost of reproduction upon request to the Engineer. Electronic copy (flash drive) will be made available upon request at no cost.

21. Trade Names and Material

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

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

All materials to be permanently incorporated into this project shall be manufactured within the United States of America.

22. Qualification of the Low Bidder

Before being awarded a Contract, the low bidder shall submit such evidence as the Owner may require establishing his financial responsibility, experience and control of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. Contractor may be asked to complete the Statement of Bidder's Qualifications Form.

23. Inspection

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

24. Submittals

Two (2) copies of shop drawings, brochures or samples of material to be incorporated into the project shall be submitted to the Engineer for approval.

The Contractor shall submit the information or data indicated above on all items listed, regardless of whether substitutions are being requested. If substitutions are requested, submittals for the request shall be in the Engineer's hands fifteen (15) days prior to their scheduled installation or incorporation into work. No item shall be installed until accepted by the Engineer.

Regardless of any information contained in the shop drawings, the requirements of the drawings and specifications must be followed and are not waived or superseded in any way by the shop drawing review.

25. General Sales Tax

All materials are to be supplied to an exempt organization as defined by Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act and the City of Kyle hereby claims an exemption from the payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, and the Local Sales and Use Tax Act, Article 1066 (c) of the Revised Civil Statutes of Texas.

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

The total amount of the Contract bid shall not include sales tax on materials incorporated into the Owner's realty unless the Contractor pays such sales tax.

26. Implied Work

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

27. Progress Schedule

Prior to the preconstruction conference, the Contractor shall prepare and submit to the Owner

and Engineer for approval, a practicable schedule showing the order in which the Contractor proposes to carry on the work, the date on which he will start the various components of the work and the contemplated dates for completing each. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time.

28. Damage to Work (Losses from Natural Causes)

All loss or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from unforeseen circumstances in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

29. Lines and Grades

All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans or as given by the Engineer. The full responsibility for holding to alignment and grade shall rest upon the Contractor.

The Engineer will establish vertical and horizontal control points for use in the construction of the project. The contractor shall so stockpile excavation and other materials as to cause no inconvenience in the use of the lines and grades given.

The Contractor shall set all offset hubs and determine cut depths required for the construction including all points of slope change, changes of direction points of curvature, vertical curves and at intervals required for construction. The Contractor shall satisfy himself, of the accuracy of these figures and inform the Engineer of any errors or discrepancies with field conditions.

The Contractor shall safeguard all points, stakes, grade marks, bench marks, and monuments established on the work, and shall bear the cost of reestablishing same if disturbed and shall assume the entire expense of rectifying work improperly constructed due to failure to maintain and protect such points, stakes and marks.

30. Testing

Testing and control of all materials used in the work shall be done by an approved commercial laboratory, employed and paid by the Contractor. Pipe and manhole testing shall be conducted by the Contractor and witnessed by the City Inspector. The Contractor shall provide adequate (24-hour minimum) notice to the City Inspector regarding the schedule of testing. Backfill compaction testing

shall be conducted by an approved service at intervals of not greater than once per 500 linear feet of trench at various depth of trench backfill.

The Engineer or City Inspector shall determine when compaction testing is required and shall approve the testing service to be employed. All test results shall be reported to the Owner and Engineer and Contractor by the testing service.

31. As – Built Drawings

The Contractor shall set aside a set of construction plans to be used for keeping a record of all variances from the original Plans made during construction. The Contractor shall be responsible for keeping these plans and neatly noting, with colored pencil or ink, any changes. These construction plans are to be kept by the Contractor and shall be turned over to the Engineer upon completion of the work. The final set of as built drawing should include all the changes made to original drawing including invert elevation at each end of pipe and top of each manhole incorporated in the project.

32. Use of a Section or Portion of the Work

As work progresses, it may be necessary that storm water from ditches be directed into and conveyed by the new construction. Such necessary usage shall not be held to be in any way an acceptance of said work or structure, or any part thereof, or as a waiver of any provisions of these Specifications and the Contract, pending completion and acceptance of the work; all necessary repairs and removals of any section of the work so put into use, due to defective materials or workmanship or to operations of the Contractor shall be performed by the contractor at his own expense.

33. Wage and Payroll Rates

The Contractor and any Subcontractor shall pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of this project in accordance with the following General Wage Decision. The Contractor and any Subcontractor shall keep accurate records showing the names and occupations of all laborers, workmen and mechanics employed by him in connection with this project which shall be available for inspection by the Owner or Engineer.

34. Insurance Requirements

Neither the Contractor nor any subcontractor shall commence work under this agreement until

all insurance and bonds required under this Contract have been secured and such insurance and bonds have been approved by the Owner.

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

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

Business Automobile Liability Insurance – The contractor shall take out and maintain during the life of this construction, coverage for all owned, non – owned and hired vehicles. The policy shall contain the following endorsements in favor of the owner: Waiver of Subrogation Endorsement; 30-day Notice of Cancellation Endorsement; and Additional Insured Endorsement.

35. Subsidiary Items

Other than items mentioned in this contract elsewhere, following are additional subsidiary items of this contract.

- Dust Control: Dust control during construction will be subsidiary. City of Kyle will provide necessary water.
- Proof Roll: Proof roll is a necessary item for this project and will be subsidiary. Proof Roll shall confirm TXDOT specification "216 6001".
- Cold Mix Application: Transition between construction area to driveways and existing roadways for pavement transitions.
- Providing a traversable safe passage for traffic.

36. Prevailing Wage Rate

General Decision Number: TX190007 01/04/2019 TX7

Superseded General Decision Number: TX20180016

State: Texas

Construction Types: Heavy and Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set

forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.94	
Structures.....	\$ 12.87	
LABORER		
Asphalt Raker.....	\$ 12.12	
Flagger.....	\$ 9.45	
Laborer, Common.....	\$ 10.50	
Laborer, Utility.....	\$ 12.27	
Pipelayer.....	\$ 12.79	
Work Zone Barricade Servicer.....	\$ 11.85	
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.69	
Asphalt Distributor.....	\$ 15.55	
Asphalt Paving Machine.....	\$ 14.36	
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	
Concrete Pavement Finishing Machine.....	\$ 15.48	
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	
Crane, Lattice Boom over		

80 tons.....	\$ 19.38
Crawler Tractor.....	\$ 15.67
Directional Drilling	
Locator.....	\$ 11.67
Directional Drilling	
Operator.....	\$ 17.24
Excavator 50,000 lbs or	
Less.....	\$ 12.88
Excavator over 50,000 lbs...	\$ 17.71
Foundation Drill, Truck	
Mounted.....	\$ 16.93
Front End Loader, 3 CY or	
Less.....	\$ 13.04
Front End Loader, Over 3 CY.	\$ 13.21
Loader/Backhoe.....	\$ 14.12
Mechanic.....	\$ 17.10
Milling Machine.....	\$ 14.18
Motor Grader, Fine Grade....	\$ 18.51
Motor Grader, Rough.....	\$ 14.63
Pavement Marking Machine....	\$ 19.17
Reclaimer/Pulverizer.....	\$ 12.88
Roller, Asphalt.....	\$ 12.78
Roller, Other.....	\$ 10.50
Scraper.....	\$ 12.27
Spreader Box.....	\$ 14.04
Trenching Machine, Heavy....	\$ 18.48
Servicer.....	\$ 14.51
Steel Worker	
Reinforcing.....	\$ 14.00
Structural.....	\$ 19.29
TRAFFIC SIGNAL INSTALLER	
Traffic Signal/Light Pole	
Worker.....	\$ 16.00
TRUCK DRIVER	
Lowboy-Float.....	\$ 15.66
Off Road Hauler.....	\$ 11.88
Single Axle.....	\$ 11.79
Single or Tandem Axle Dump	
Truck.....	\$ 11.68
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.81
WELDER.....	\$ 15.97

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION

NONRESIDENT BIDDER PROVISION

Bidder must answer the following questions in accordance with Vernon’s Texas Statues and Codes and Annotated Government code § 2252.002, as amended:

A. Is the bidder that is making and submitting this bid a “resident bidder” or a “non-resident bidder”?

Answer: _____

- (1) Texas Resident Bidder - A bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder - A bidder who is not a Texas Resident Bidder.

B. If the Bidder is a “Nonresident Bidder”, does the state, in which the Nonresident Bidder’s principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the bid of a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his bid in such state?

Answer: Yes or No Which state? _____

C. If the answer to Question B is “yes”, then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: _____

Signature

AFFIDAVIT – PROHIBITED ACTIVITIES

**(BIDDER’S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR IFB NO. K 18-19.1)**

State of Texas

County of Hays

The undersigned “Affiant” is a duly authorized representative of the bidder for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term “**Bidder**”, as used herein, includes the individual or business entity submitting the bid and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Bidder, and anyone or any entity acting for or on behalf of the Bidder, including a subcontractor in connection with this bid.

The terms “**City**” and “**Owner**” are synonymous.

1. **Anti-Collusion Statement.** The Bidder has not and will not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, bidder or potential bidder to the amount of this bid or the terms or conditions of this bid.
 - b. paid or agreed to pay any other person, firm, corporation bidder or potential bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached bid or the bid of any other bidder.
2. **Preparation of Invitation for Bid and Contract Documents.** The Bidder has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying bid or contract documents., In addition, the Bidder has not otherwise participated in the preparation or development of the underlying bid or contract documents, except to the extent of any comments or questions and responses in the bidding process, which are available to all bidders, so as to have an unfair advantage over other bidders, provided that the Bidder may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Bidder has not participated in the evaluation of bids or proposals or other decision making process for this solicitation, and, if Bidder is awarded a contract hereunder, no individual, agent, representative, consultant or sub-contractor or consultant

associated with Bidder, who may have been involved in the evaluation or other decision making process for this solicitation, will have any direct or indirect financial interest in the Contract, provided that the Bidder may have provided relevant product or process information to a consultant in the normal course of its business.

- 4. Present Knowledge.** Bidder is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Bidder to obtain an advantage over other bidders or would prevent Bidder from advancing the best interests of OWNER in the course of the performance of the Contract.

- 5. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Bidder:
 - a. does not have an employment or other business relationship with any local government officer of OWNER or a family member of that officer that results in the officer of family member receiving taxable income;

 - b. has not given a local government officer of OWNER one or more gifts, other than gifts of food lodging transportation or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Bidder.

As required by Chapter 176, Bidder must have filed a Conflicts of Interest Questionnaire with the Purchasing Department no later than the seventh business day after the commencement of contract discussions or negotiations with the City or the submission of a Bid, response to a request for proposals, or other writing related to a potential contract with OWNER. The questionnaire must be updated not later than the seventh day after the date of an event that would make a statement in the questionnaire inaccurate or incomplete. There are statutory penalties for failure to comply with Chapter 176.

- 6. Anti-Lobbying.** Between the date that the Invitation for Bid was issued and the date of full execution of the Contract, Bidder has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the authorized contact person for the solicitation.

If the Bidder cannot affirmatively swear and subscribe to the forgoing statements, the Bidder shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

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

My Commission Expires _____

Notary Public

BIDDER’S EXPLANATION:

STATEMENT OF QUALIFICATIONS

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

1. Name of Company.

2. Permanent mailing office address and phone number.

3. When organized?

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

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

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

7. Type of work performed by your company.

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

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

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

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

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

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

14. Is sufficient credit available for project?

15. Give Bank reference.

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

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

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

Dated at this ____ day of ____, 20_____.

By: _____

Title _____

State of Texas §
 §
County of _____ §

_____ being duly sworn deposes and says that he is

_____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary
Public

My commission expires _____.

CITY OF KYLE
KYLE CROSSING ROAD RECONSTRUCTION
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CONSTRUCTION SPECIFICATIONS

This project will utilize TxDOT specification 2004 as it's guideline for all other items not mentioned in this section.

All items discussed under this section 010, 020 and 030 are subsidiary to the project. No separate payment shall be made for any of these requirements.

010 Scope of Work:

This project is approximately 3,502 ft in length consisting of 3 lanes, 42.0 ft wide asphalt paved road. The project will follow the existing road alignment with exception along the curve. The curve will be flattened, and drainage ditch will be re aligned as part of the project. The Geogrid will also be used in construction.

The Contractor shall exercise care to preserve trees and vegetation as much as possible. The work area shall be protected from pedestrians where necessary. Fences shall be left undisturbed or re-built where damaged.

Utility lines shown on the Plans have been located using the best information available to the Engineer. Buried facilities have not been located by excavation. The Contractor shall contact the utility companies for location prior to beginning work.

Any signage and barricading in the construction area shall follow the standards in the Texas Manual of Uniform Traffic Control Devices. Details of the Traffic Control Plan (TCP) shall be submitted to the Engineer for review and approval in advance.

All embedment, backfill and compacting as required by these specifications will be the responsibility of the Contractor. The removal of all surplus excavated material from the project area shall occur as the work proceeds and shall be the responsibility of the Contractor.

020 Alignment and Grades:

The Contractor will be provided with staked benchmarks and control points as shown on the Plans for construction of the gravity sewer. The Contractor shall be responsible for any additional construction staking. Any questions concerning alignment, horizontal or vertical shall be referred to the Engineer. The

Contractor shall be responsible for constructing to the grades shown on the Plans.

030 Coordination with Others:

031 Benchmarks: The Contractor shall verify benchmarks supplied by Engineer by conducting a level loop prior to the use of same.

032 Other Utilities: The Contractor shall plan his construction schedule to anticipate necessary notification and give proper notice (48 hours minimum) to gas, electric, telephone and TV cable companies prior to needing the location of buried utilities.

033 Coordination with Owner: The Contractor shall coordinate with the City Inspector for construction and testing by providing notice 24 hours prior to requiring an inspection.

Advance notice of 48 hours shall be given to the Owner or the Engineer to clarify any construction activity which may deviate from the alignment and grade as shown on the Plans: Any major deviation from the Plans shall first be brought to the attention and resolved with the Engineer.

In summary, the Contractor shall plan, anticipate and coordinate his work activity to minimize inconvenience to the public. Contractor shall provide notice of 48 hours to all property owner's involved in the project. Contractor is also responsible to obtain permission to enter into any property involved in the project.

034 Underground Utility Crossings: The utmost caution shall be exercised during construction. An attempt has been made to show the location of known utilities on the construction Plans. The location of those shown is not guaranteed to be accurate or complete. The Contractor will, at his own expense, locate and protect these lines, and if they are damaged, Contractor will replace them at no cost to the utility owner and to the satisfaction of the utility owner.

035 Final Cleanup: Prior to final inspection by the Engineer and Property Owner(s), the entire work area shall be cleared of all trash and debris resulting from the project construction, and all such trash and debris shall be disposed of by the Contractor at his expense. Temporary erosion controls shall be left in place until grass is establish to the specific criteria, after which time, the controls shall be removed.

TX-8 GEOGRID SPECIFICATION

GEOGRID REINFORCEMENT IN THE USE OF A MECHANICALLY STABILIZED AGGREGATE LAYER (MSAL)

1.0 DESCRIPTION

This special specification covers the requirements for a Mechanically Stabilized Aggregate Layer (MSAL). This specification includes all materials requirements for geogrid, its handling and approval, and the construction process necessary to construct an acceptable MSAL. The properties and performance of the MSAL have been considered in and are integral to the structural design of the pavement structure; thus, no modification of the pavement shall be made other than those approved by the engineer per part 1.2 of this section and in accordance with the requirements for submission of alternates described herein.

A Mechanically Stabilized Aggregate Layer (MSAL) is a composite layer of a defined thickness comprised of unbound aggregate or crushed limestone base material (CLBM) combined with one or more layers of a geogrid reinforcement structure. The geogrid reinforcement structure shall be formed by a regular network of integrally connected, multi-directional tensile elements of appropriate orientation, size, and shape to allow interlocking with the unbound aggregate or base course materials. The combination of the two materials creates an improved or modified composite layer with significantly improved properties and performance capabilities.

2.0 DESIGN & PERFORMANCE

2.1 DESIGN

The design of the pavement shall be in accordance with the 1993 American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures and AASHTO R50-09, using the design input values contained in

the project Geotechnical Report. The MSAL shall be incorporated into the pavement design by utilizing modified layer coefficient values. Modified layer coefficient values shall be calibrated and validated with the results of full-scale laboratory, field and/or accelerated pavement testing where actual geogrids are tested in-soil and in representative conditions.

2.1.1 Mechanically Stabilized Aggregate Layer, MSAL

- a. The Mechanically Stabilized Aggregate Layer within the pavement structure shall have a minimum thickness of **12.0** inches.
- b. Mechanically Stabilized Aggregate Layer **SN = 2.544**

2.2 PERFORMANCE

In-air index testing of geogrid properties, or explanations of performance based on in-air index testing of geogrid properties are not sufficient to understand the complex mechanisms involved in soil/geogrid interaction and/or the performance of a MSAL. Therefore, acceptance of alternates based on material property comparisons or explanations of performance based on in-air testing of geogrid properties will not be allowed.

2.3 ALTERNATE DESIGN SUBMITTALS

Any submittal for an alternative MSAL must be submitted 15 days prior to the bid date and reviewed for approval by the Geotechnical Engineer of record in advance of the bid date. The Engineer will respond within 10 days with a written justification to allow or disallow the requested alternate geogrid. The submittal must be accompanied with the following:

- 2.3.1 Full-scale laboratory and in-ground testing of pavement structures reinforced with the specific product being proposed. Validation testing conducted must have been performed at an Accelerated Pavement Testing (APT) Facility, in the United States, where the performance of the specific product was evaluated in a paved section in accordance with NCHRP Report 512. The design method utilized for incorporating the product being proposed must have undergone a full calibration and validation with the specific product. The method, performance testing (APT), and products used, must have been reviewed by a third party, recognized by AASHTO as a pavement engineering services firm. The third party must validate that the products being proposed, and the methodology used, are in full compliance with AASHTO R50-09. An assessment report, by the third party, shall accompany the submittal, and with a qualification summary of the third-party reviewer.
- 2.3.2 In-ground performance testing conducted in Texas and in compliance with ASTM D1195-93. A minimum of 10 documented tests performed at 1,000 cycles, and 2 documented tests performed at 10,000 cycles, must be completed on placed and compacted base courses in Texas, where Resilient modulus values and permanent deformation values have been measured using the specific geogrid product proposed for use. Testing performed should include a range of stresses from 2 to 50 psi. The location of each test, base aggregate classification and gradation, and subgrade conditions must be documented for each test location. The testing must be performed by a 3rd party who is not an employee of the contractor or geogrid manufacturer or supplier.
- 2.3.3 A sample 4 x 7 inches or larger.

2.3.4 Recommended installation instructions.

2.3.5 Additional information as requested by the Engineer to fully evaluate the product.

3.0 MATERIALS

3.1 An acceptable geogrid reinforcement component of the MSAL is Tensar TriAx TX8, or better, and shall be integrally formed and produced from a punched sheet of polypropylene which is then oriented in three substantially equilateral directions so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node. The resulting geogrid structure shall have apertures that are triangular in shape and shall have ribs with depth-to-width ratios greater than 1.0.

3.2 The TriAx TX8 geogrid shall have the typical characteristics shown in the table below, and shall be certified in writing by the manufacturer to be TX8:

TriAx TX8

Properties	Longitudinal	Diagonal	Transverse	General
Rib pitch, mm (in)	33 (1.30)	33 (1.30)	-	
Mid-rib depth, mm (in)	-	1.6 (0.06)	1.2 (0.05)	
Mid-rib width, mm (in)	-	0.4 (0.02)	0.7 (0.03)	
Rib Shape				rectangular
Aperture shape				triangular

4.0 CONSTRUCTION METHODS

4.1 PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction of the MSAL, the Contractor shall arrange a meeting at the site with the geogrid material supplier and, where applicable, the geogrid installer. The Owner and the Engineer shall be notified at least 3 days in advance of the time of the meeting. A representative of the geogrid supplier shall be available on an "as needed" basis during construction.

4.2 EXAMINATION, STORAGE AND PROTECTION

The Contractor shall check the geogrid upon delivery to verify that the proper material has been received. The geogrid shall be inspected by the contractor to be free of flaws or damage occurring during manufacturing, shipping, or handling. The Contractor shall prevent excessive mud, wet concrete, epoxy, or other deleterious materials from coming in contact with and affixing to the geogrid materials. The geogrid shall be stored at temperatures above -20 degrees F (-29 degrees C). Rolled materials may be laid flat or stood on end. Geogrid materials shall not be left directly exposed to sunlight for a period longer than the period recommended by the manufacturer.

4.3 PREPARATION OF SUBGRADE

The subgrade shall be prepared in accordance with the project requirements and approved by the Engineer prior to further construction activities. The subgrade shall be firm and able to support, without displacement, the construction equipment and the compaction operations hereinafter specified. Soft or yielding subgrade shall be corrected and made stable before construction proceeds.

4.4 INSTALLATION

The MSAL shall be constructed at the proper elevation and alignment as shown on the construction drawings. The geogrid shall be installed in accordance with these plans and specifications and any installation guidelines provided by the manufacturer or as directed by the Engineer. The geogrid may be temporarily secured in place with ties, staples, pins, sand bags or backfill as required based on fill properties, fill placement procedures or weather conditions or as directed by the Engineer. Overlap adjacent rolls along their sides and ends 1-2 feet as directed by the Engineer or Manufacturer's Representative.

4.5 Granular Fill Placement over Geogrid

Granular fill material shall be placed in lifts not exceeding 8 inches and not less than 4 inches and compacted as directed in the project requirements. Granular fill material shall be placed, spread, and compacted in such a manner that minimizes the development of wrinkles in the geogrid and/or movement of the geogrid. A minimum loose fill thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid. When underlying substrate is trafficable with minimal rutting, rubber-tired equipment may pass over the geogrid reinforcement at slow speeds (less than 5 mph). Sudden braking and sharp turning movements shall be avoided.

4.6 INSPECTION

The Owner or Owner's representative may randomly inspect geogrid before, during and after (using test pits) installation. Any damaged or defective geogrid (i.e. frayed coating, separated junctions, separated layers, tears, etc.) before, during and after installation shall be replaced by the Contractor at no additional cost to the Owner.

Proper replacement shall consist of replacing the affected area adding 3ft (1 m) of geogrid beyond the limits of the affected area.

5.0 METHOD OF MEASUREMENT

Tensar TriAx TX8 Geogrid, or better, shall be paid for by the square yard. No allowance will be made for laps.

6.0 BASIS OF PAYMENT

The accepted quantities measured as provided above, will be paid for at the contract unit price for:

GEOGRID REINFORCEMENT FOR A MECHANICALLY STABILIZED AGGREGATE LAYER (MSAL) 16,500.0 SQUARE YARDS, which shall be full compensation for furnishing all materials, labor, equipment, storage, private lab testing, sampling, handling and tools, including all appurtenances and incidentals necessary to complete the installation of the approved geogrid. Test rolling and/or Proof rolling shall be considered incidental to the contract and will not be measured or paid for separately.

END OF SECTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY