

Sparks Arroyo Phase 1 Onion Field Basin Contract No. 18-08



CONTRACT DOCUMENTS

VOLUME 1 OF 1

DANNENBAUM
ENGINEERING CO. - EL PASO, LLC.

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I-A

INVITATION TO BID



CITY OF SOCORRO

INVITATION FOR BID

SPARKS ARROYO PHASE 1
ONION FIELD BASIN

Solicitation No. 18-08

Bidders interested in Bidding on this project may contact Rossy Cardenas by email at Rossy.Cardenas@Dannenbaum.com to receive an electronic copy of Plans and Specifications.

Sealed bids shall be MAILED or HAND DELIVERED to the Purchasing Division, City of Socorro, 124 S. Horizon Blvd, Socorro, Texas 79927, **by 10:00 a.m., on January 11, 2019**. Bids received after 10:00 a.m. on January 11, 2019 will be disqualified. Bids will be publicly opened and read in the City of Socorro's Conference room at City Hall, 124 S. Horizon Blvd, Socorro, Texas 79927, **on January 11, 2019 at 11:00 a.m.**, unless posted otherwise, for furnishing the City with the construction of **Sparks Arroyo Phase 1 Onion Field Basin**, Solicitation No. **18-08**.

Bidders may ask the Design Engineer questions about the project from **December 30, 2018 thru January 7, 2019 at 12:00 p.m.** All questions will be received by email and shall be sent to Jose L. Reyes at Jose.Reyes@Dannenbaum.com. Responses will be provided to all prospective bidders at email address provided by **January 9, 2019**.

The City reserves the right to accept or reject any or all bids and to waive formalities. In case of ambiguity in stating the price in the bid, the City reserves the right to consider the most advantageous construction thereof or to reject any bids. Also, the City reserves the right to accept the low bid based on the tabulation of any one, combination or all of the base bid(s), alternate bid(s) and/or, optional bid(s) based on the most advantageous project bid that is desired by the City Department involved and that the City Council in their sole judgment determines is the City's best interest and benefit.

Bidders on this Project **do not** have to be prequalified by TXDOT.

Cone of Silence: Please note requirements of the City's "Cone of Silence" Policy found in section I-B, Information for Bidders, item number 25. The Cone of Silence Policy prohibits any communication except as provided in the Policy. The Cone of Silence begins on the day the bid is advertised and terminates on the day that a recommendation of contract award is placed on the City Council agenda.

Please note the City's experience requirements, for award of this project, in Section I-B, Information for Bidders, **Item No. 6, Method of Award-Lowest Responsible and Responsive Bidder:**

The Bidder must demonstrate successful completion of two projects similar in nature and scope of this Project with a value of at least \$1,000,000 within the last five (5) years.

Wage Rates: Where there are similar wage rate classifications in wage determinations, the higher wage shall be paid. The contractor shall pay not less than the wage rate as determined by the Department of Labor, Wage and Hour Division and the City of Socorro.

Instructions to bidders: Bid packets (Specifications, Plans and all required forms) are available ONLY in electronic form. Contractor shall request information to download the documents from the Engineer's FTP site. Download of plan documents will only be available up to 3 days prior to Bid Closing. You may contact Rossy Cardenas at (915)629-0401 for more information. Office hours are 8:00 a.m. – 5:00 p.m., Monday – Friday.

All forms in VOLUME I must be printed, completed and submitted in a sealed envelope.

NOTE: It is the responsibility of the bidder to submit any forms that may have been issued by amendment.

The estimated project budget for both Base Bids I and II is in the range of \$1,000,000.00 – \$2,000,000.00.

Bid Security: Each bid must be accompanied by a bid bond naming the City of Socorro as obligee and duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the total bid price (including base bid(s), option(s) and alternate(s)). **ALL BID BOND FORMS MUST CONTAIN ORIGINAL SIGNATURES(S).**

The successful bidder must furnish a performance and payment bond as required by law, and the terms of this contract.

**ADRIANA RODARTE
CITY MANAGER
CITY OF SOCORRO**

Advertised in the EL PASO TIMES December 30, 2018 and January 6, 2019.

I-A a

SCOPE OF WORK

**SPARKS ARROYO PHASE I
ONION FIELD BASIN
SOLICITATION No. 18-08**

SCOPE OF WORK

The City of Socorro intends to construct the proposed Retention Basin at Thunder Rd. between Rio Vista Rd. and Horizon Blvd. (Base Bid I) and Culverts at Thunder Rd. (Base Bid II). This scope is Phase I of a Sparks Arroyo Master Plan. The scope of Base Bid I includes the following:

Base Bid I – Includes the following:

This work consists of excavation of proposed retention basin according to grades shown in construction plan documents, placement of proposed chain link fence and 18-foot gate, asphalt driveway leading to the proposed retention basin, and a 15-foot maintenance road. Contractor will be responsible for complying with all requirements of the Texas General Permit (TX150000) which includes submitting notice of intention to work, producing and implementation of storm water pollution prevention plan. Included, but not limited to, are any other incidentals, subsidiary work including clean-up of the area for a complete basin.

Base Bid I Alternate 1 – Excavation (Dispose): Alternate I includes work to excavate and dispose earthwork by the Contractor. The City of Socorro has the option of accepting Base Bid I Alternate No. 1. If the City accepts Base Bid I Alternate No. I, item 2A shall replace item 2 of Base Bid I, the cost for item 2A Base Bid I will added to the Sum Total of Base Bid I.

Base Bid I Alternate 2 – Dewatering: Alternate 2 includes an allowance for dewatering site in the occurrence of a severe rain event during construction. If the City accepts Base Bid I Alternate No. 2, the unit price for this item shall be added to the Sum Total of Base Bid I.

Base Bid I Alternate No. 3 – Stone Masonry (Rockwall): Alternate 3 includes labor and material for installation of rock wall around the perimeter of the basin. If the City accepts Base Bid I Alternate No. 3, item 14 will be replaced from Base Bid I with Item 14A and cost shall be added to the Sum Total of Base Bid I.

The scope of Base Bid II - includes the following:

This work consists of excavation for proposed concrete box culverts, furnishing and installing 4 – 7' x 4' concrete boxes including wing walls, safety end treatments, and concrete energy dissipaters, removal and replacement of roadway to include compaction of crushed stone base and asphalt pavement, removal and replacement of utilities, grading area upstream of culverts and installing gabion mattresses and mortared rock rip rap for erosion protection, and installation of metal guard fence. Included, but not limited to, are any other incidentals, subsidiary work including clean-up of the project area.

END SCOPE OF WORK

I-B
INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The CITY OF SOCORRO, hereinafter called the "Owner", invites bids on the attached form hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the CITY CLERK, as specified in the "Invitation to Bid", and then publicly opened and read aloud at 124 S. Horizon Blvd, Socorro, Texas 79927, in City Conference Room, unless otherwise posted. The envelopes containing the bids must be sealed and addressed to: CITY OF SOCORRO, ATTN: CITY CLERK, 124 S. Horizon Blvd, Socorro, Texas 79927 and designated as bid for:

**SPARKS ARROYO PHASE 1
ONION FIELD BASIN
Solicitation No. 18-08**

N O T I C E

The Owner reserves the right to accept or reject any or all bids and, to the extent permitted by law, to waive informalities or irregularities that are not material, such as failure to submit sufficient offer copies, literature or similar attachments or business affiliation information. All bids are to be prepared and submitted in accordance with the provisions of the Information for Bidders, and the City reserves the right to consider any bid, therefore, subject to rejection as being nonresponsive to the bid request. The Owner may, in its sole discretion, determine that any non-material defect in the bid is harmless if such defect relates to an element that is not material, mandatory or essential to the responsiveness of the bid, and the Owner may accept the bid in spite of the existence of a harmless non-material defect. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) consecutive calendar days after the actual date of the opening thereof.

2. PREPARATION OF BID

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND All blank spaces for bid prices must be entered in ink or typewritten. **FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE BID PROPOSAL TO BE DEEMED NOT RESPONSIVE AND BID PROPOSAL WILL NOT BE CONSIDERED IN DETERMINING THE LOWEST RESPONSIBLE BIDDER.** Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

The Bidder shall carefully study and compare the Proposal Documents with each other and with other Work being Proposed currently or presently under construction to the extent that it relates to the Work for which the Proposal is submitted, shall examine the site and local conditions, and shall at once report to the Consultant, any discrepancies, inconsistencies or ambiguities discovered. The Bidder shall examine local conditions carefully and undertake any independent research, tests, and investigations of the difficulties that may be encountered, and judge for himself all attending circumstances affecting the cost of doing the Work at the time required for its completion. Unless addendum is issued, no information, whether written or oral, given by the Owner or any representative thereof, other than as set forth in the Proposal Documents shall be binding on the Owner. There shall be no allowances made for any error or negligence on the part of the Bidder examining the site existing conditions.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, and the name of the project for which the bid is submitted.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Paragraph 1, "Receipt and Opening of Bids".

* NOTICE *

STATE SALES TAX

The successful Bidder may be required to pay state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the Bidder to ascertain the amount of state sales tax to be paid under Chapter 151 of the Texas Tax Code and to include this amount in his/her bid submitted to the Owner. For further information, the Bidder may wish to contact the office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

3. SIGNATURE FORMALITIES

THE FULL COMPANY NAME OF THE BIDDER SHOULD BE NOTED ON THE BID PROPOSAL AND SHALL BE SIGNED WITH THE BIDDER'S OFFICIAL SIGNATURE. The name of the signing party or parties should be typewritten or printed under all signatures on the signature page of the proposal.

The Bidder should observe the following additional formalities specific to his/her form or ownership:

- a. If a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the proposal is signed by the Secretary. In lieu of the certificate, there may be attached to the proposal, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.
- b. If the Bidder should be operating as a partnership, each partner should sign the proposal. If the proposal is not signed by each partner, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to sign such proposal for and in behalf of the partnership.
- c. If the Bidder is an individual, the trade name (if the Bidder be operating under an assumed name) should be indicated in the proposal and the proposal should be signed by such individual. If signed by one other than the Bidder, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to execute such proposal for and in behalf of the Bidder.

4. SUBCONTRACTS

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must meet the following requirement(s) BEFORE the contract is awarded:

- a) Be acceptable to the Owner after verification of the current eligibility status.

5. USE OF THE PLANNING AND ZONING DEPARTMENT EQUIPMENT

Bidders are forbidden to use any telephones or equipment, i.e., desks, calculators, etc., in the PLANNING AND ZONING DEPARTMENT as a whole prior to bid openings.

6. METHOD OF AWARD-LOWEST RESPONSIBLE AND RESPONSIVE BIDDER

The Owner shall award this contract on the basis of the lowest responsible and responsive bid to a single bidder, provided, however, that the Owner may accept or reject all bids or in the case of ambiguity in stating the price in the bid, the Owner may consider the most advantageous construction thereof or reject any bids.

The Owner will accept the lowest responsible bid calculated on one or more base bid(s), alternate bid(s) and/or, optional bid(s) depending on the City's available project budget and project priorities, as further detailed in the project bid specifications (Section I-C of bid documents).

In order for bidders bid to be considered Responsive, bidder must include the following completed forms when submitting Bid Packet:

- 1) Completed and signed Bid Proposal
- 2) Signed Certificate of Non-Collusion
- 3) Bid Bond
- 4) Supplemental Bidder Information , Part I, II & III
- 5) Qualification and Financial; Disclosure Statement
- 6) Vendor Information Form
- 7) Conflict of Interest Questionnaire
- 8) Affidavit
- 9) Indebtedness Affidavit
- 10) Contractor Experience Reference Form

It is the intention of the Owner to award the contract for this work to the lowest responsible and responsive Bidder whose construction skill, experience, and financial resources demonstrate its ability to perform the work contemplated herein, in an efficient and effective manner, and successfully completing the contract within a set time limit.

Contractor or Subcontractor performing the work shall have the required specifications. A Contractor can meet bid solicitation requirements through a subcontractor.

The Bidder must demonstrate successful completion of two projects similar in nature and scope of this Project with a value at least \$1,000,000 and at least, within the last five (5) years.

In determining the lowest and best bidder, in addition to price, the City may consider factors, which may include, but are not limited to, the following:

- (1) the quality, availability, and adaptability of the supplies, materials, equipment or contractual services, to the particular use required;
- (2) the ability, capability, and skill of the Bidder to perform the contract or provide the service required;
- (3) whether the Bidder has already proven they will and can perform the contract or provide the service promptly, or with the time required, without delay or interference;
- (4) the character, responsibility, integrity, reputation, and experience of the Bidder;
- (5) the quality of performance on previous Owner contracts;
- (6) the previous and existing compliance by the Bidder with laws relating to the contract or service;
- (7) any previous or existing noncompliance by the Bidder with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;
- (8) the sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
- (10) whether the Bidder maintains a permanent place of business;
- (11) whether the Bidder has failed to submit bid security by one of the approved methods set forth in Paragraph 8; and
- (12) overall poor performance on previous projects.

The Owner may make such investigations of such additional elements of the Bidder's capacity as it deems necessary to determine the responsibility of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

To assist the Owner in evaluating the Bidder's responsibility, the Owner will require that the lowest responsive Bidder complete and submit either the "Qualification and Financial Disclosure Statement", in Section I-H-2 or a letter of commitment as provided in Section I-H-1, within five (5) consecutive calendar days of notification by the City.

6A. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to Adam Ochoa, Director of Planning & Zoning Department, identified in the BID NOTICE within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

6B. PROTEST/DISPUTE PROCEDURE

Only a bidder who has actually submitted a bid response/proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of Socorro, Texas, shall constitute a waiver of all protest rights.

Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The bidder must write a letter to the Purchasing Manager using the phrase "Bid Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each City Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Bidder alleges has been violated and the provisions entitling the Protesting Bidder to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Bidder alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered in making a recommendation to Council.

CONDITIONAL BIDS WILL NOT BE ACCEPTED

7. TIME OF AWARD

Each Contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the Bidder to whom the Owner has awarded the contract by some officer or agent of the Owner duly authorized to give such notice. Upon receipt of such written notice, the Contractor will proceed to verify the availability of the required materials or equipment needed to perform the project and submit his shop drawings to the Construction Engineering Section Chief or Owner-designated representative within (14) fourteen calendar days from issuance of Notice to Proceed with Submittal Phase. If problems are encountered in the availability of materials or equipment, the Owner will be notified in writing immediately prior to scheduling of the Preconstruction Conference.

8. BID SECURITY

Each bid must be accompanied by an original Bid Bond prepared in the form of a Bid Bond attached hereto, naming the City of Socorro, Texas as Obligee and duly executed by the Bidder as principal and, having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the TOTAL bid price, including the base bid(s), option(s) and alternate(s), (cash, personal checks, company checks, cashier's checks or any security other than a bid bond will not be accepted). The surety shall meet the requirements found in the General Conditions 2L Sec. 8.2.5 and 8.2.6. Each Bid Bond

submitted must be an original Bid Bond with original signatures of the principal and surety. The surety company providing the Bid Bond shall designate an agent resident who resides within the County of El Paso to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of the surety ship. Such bid bonds will be returned to all except the three lowest Bidders within five (5) consecutive calendar days after the opening of the bids, and the remaining bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made, within sixty (60) consecutive calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

In the event the successful Bidder fails or refuses to execute and deliver the Contract, insurance certificates, bonds and resident agent designation as required herein within fourteen (14) consecutive calendar days after successful Bidder has received notice of award, the Owner may take the necessary steps to terminate the award and seek forfeiture of successful Bidder's bid bond as liquidated damages for such failure or refusal to enter into a contract.

10. BONDING REQUIREMENTS

In accordance with Chapter 2253, Texas Government Code, the City of Socorro requires the following for all public works contracts:

- a. A Performance Bond for all public works contracts in excess of \$25,000. The performance bond shall be for one hundred percent (100%) of the contract price and conditioned on the faithful performance of work in accordance with the plans, specifications, and contract documents.
- b. A Payment Bond for all public works contracts in excess of \$25,000. The payment bond shall be for one hundred percent (100%) of the contract price for the protection and use of the payment bond beneficiaries who have a direct contractual relationship with the prime contractor or subcontractor to supply public work labor or material.

In accordance with Section 3503.003 of the TEXAS INSURANCE CODE, the surety company providing the Payment Bond shall designate an agent who resides within the County of El Paso to whom any required notices may be delivered and on whom process may be served in matters arising out of surety ship.

In accordance with Section 3503.004 of the TEXAS INSURANCE CODE, if a Performance or Payment Bond is an amount in excess of ten percent (10%) of the surety's capital and surplus, the City of Socorro will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed 10% of the reinsurer's capital and surplus.

The required bonds shall be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety company must also: (a) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (b) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that: (1) is an authorized reinsurer in this state; and (2) holds a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. To determine whether the surety on the bond or the reinsurer holds a certificate of authority from the United States secretary of the treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

11. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for **DAYS AS PROVIDED IN SECTION II-A** additional **CONSECUTIVE CALENDAR DAYS** thereafter. Bidder agrees to pay, as liquidated damages as provided in **SECTION II-A**, for each **CONSECUTIVE CALENDAR DAY** after the date of Substantial Completion, as hereinafter provided in the General Conditions. The unit price quantities of this contract are estimated.

12. CONDITIONS OF WORK

Each Bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

13. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omissions of any Bidder to examine any form, instrument, General Conditions, or other document shall in no way relieve any Bidder from any obligation in respect of his/her bid.

The undersigned Bidder represents to the City and to the other Bidders that his/her bid, and the estimates on which it is based, has been carefully checked and contains no errors, and nothing has been omitted or overlooked in determining the amount bid.

14. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of plans, specifications, or other pre-bid documents will be made to any Bidder orally. Request for such interpretations should be sent by email to [DANNENBAUM ENGINEERING COMPANY AT ROSSY.CARDENAS@DANNANEBAUM.COM](mailto:DANNENBAUM_ENGINEERING_COMPANY_AT_ROSSY.CARDENAS@DANNANEBAUM.COM). To be given consideration, the request for interpretation must be received at least Seven (7) consecutive calendar days prior to the date fixed for the opening closing. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be delivered by email to all prospective Bidders at the respective email addresses furnished for such purposes. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the proposal form.

15. POWER OF ATTORNEY

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Wage rates.

17. HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISE PARTICIPATION (Not required for this project)

18. LAWS AND REGULATIONS APPLICABLE

The Bidder's attention is directed to the fact that all applicable federal laws, including but not limited to, the Immigration Reform and Control Act of 1986, state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

The successful Bidder is required to provide to the Planning and Zoning Department all documents necessary to fulfill local, state and federal regulations governing this project, prior to the preconstruction conference. A Notice to Proceed with the contract will not be issued until the appropriate City departments have received all submittals, and any such delays by the lowest responsive Bidder's failure to submit such requirements will not be counted against the time that the bid must remain valid. Appropriate forms and technical assistance will be provided to the successful Bidder by the Planning and Zoning Department to fulfill these requirements. For information or assistance, call (915) 872-8531.

19. PREVAILING WAGE RATES AND WAGE RATE PENALTY

The Contractor and any subcontractor under him shall pay not less than the general prevailing wage rates contained herein, to all laborers, workmen and mechanics employed by them in the execution of this contract. When multiple wage rates are used (e.g. Federal wage rates and City wage rates) featuring similar job classifications, the higher wage within the relevant construction type shall be paid.

The general prevailing wage rates contained herein shall be posted at the construction work site in a prominent and accessible place where it can be easily seen by all laborers, workmen and mechanics employed on the project.

Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of Socorro sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him.

20. APPRENTICES (Not Required for this project)

21. INSURANCE AND WORKER'S COMPENSATION INSURANCE

The successful Bidder will be required to furnish certificates of insurance to the Owner that complies with Item 3L, Section 4.3 of the General Conditions of this Contract. The Bidder's attention is directed to these insurance and workers' compensation requirements. It will be presumed that each Bidder has read these requirements and that any cost associated with these requirements has been incorporated into the bid submitted to the Owner and the successful Bidder will have no claim for compensation against the Owner.

22. BIDDER ACKNOWLEDGEMENT AND AGREEMENT OF CONTRACT

All Bidders, by submitting a bid hereunder acknowledge understand and agree to the following: All terms, covenants, conditions and any other provisions of the Construction Contract, shall become a part hereof for all purposes. The Bidder formally awarded this contract, shall execute the above-referenced construction contract, and shall be bound to all provisions of this contract in the performance of the project. Contract will be based on Plans, Special Provisions, General Conditions, any Addenda issued and Specifications. The Specifications for this project will be the **Texas Department of Transportation's "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES" adopted by the Texas Department of Transportation November 1, 2014.**

23. PROJECT PROGRESS & PAYMENT SCHEDULES

Prior to award, Contractor shall provide Owner, in an electronic format, with project progress and payment schedules created in MS Projects, to be used for optimal project coordination. Any payment schedules will be considered estimates, and will not be contractually binding insofar as all payment applications will be processed and paid for as work is completed to the Owner's satisfaction. The Contractor shall submit updated schedules monthly throughout the course of the project; however, the Owner reserves the right to request updates at any given time.

The City will process the payments within seven (7) days of receipt of the approved pay application from the Project's Engineer.

24. ORGANIZATION CERTIFICATE, ASSUMED NAME CERTIFICATE/DBA CERTIFICATE, AND BUSINESS AFFIDAVIT

Bidder must submit with his offer a copy of the company's organization certificate issued by the Secretary of State of the State in which the bidder was organized. If the bidder uses a trade name other than the name under which the company was organized, bidder must also submit a copy of the Assumed Name Certificate. Also, a DBA certificate must be provided if the bidder uses a trade name other than the name under which the company was organized. Further, bidder must complete and submit the affidavit at the end of section I-E, Supplemental Bidder Information, stating what names the company uses and has used in the past and attest that all such names describe the company currently submitting a bid or proposal.

25. CONE OF SILENCE/ANTI-LOBBYING POLICY

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a city contract.

The Cone of Silence period begins on the day that the request for proposal (RFP), request for qualifications (RFQ), a competitive bid, a highest qualified bid (including best value and competitive sealed proposals), design-build, public-private partnership or any other type of solicitation required by law, is advertised, or the day a source selection or the giving of a notice of a proposed project is made, and ends on the day that a recommendation of a contract award is posted by the city clerk for placement on the agenda.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with city officials and employees shall begin on the date that the City receives an unsolicited proposal and end on the date the notice of award has been posted by the city clerk for placement on the agenda.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of Socorro, any person retained by the City of Socorro as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

The Cone of Silence/Anti Lobbying Policy does not apply to:

1. Questions of Process and Procedure, including oral communications with the Purchasing Manager or Contract Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of nine days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Contract Administrator identified in the solicitation.

A person who knowingly or intentionally lobbies in violation of the provisions of this policy, or who shall knowingly obstruct or prevent compliance with this policy shall be guilty of a misdemeanor.

Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the city council from entering into any contract with the city for a period not to exceed three years.

I-C
PROPOSAL

PROPOSAL

TO THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF SOCORRO
SOCORRO, TEXAS

The undersigned having familiarized themselves with the local conditions affecting the cost of work and with the Contract documents consisting of Invitation to Bid, Instructions to Bidders, General Conditions, the Contractor's Proposal, Special Bid Conditions, Applicable Wage Rates, the Contract Form, plans, specifications, drawings, and addenda on file in the Planning and Zoning Department of the City of Socorro, hereby propose to perform everything required to be performed and to provide, furnish and install all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services, and to complete in a workmanlike manner all the work required for the

**SPARKS ARROYO PHASE I
ONION FIELD BASIN
Solicitation No. 18-08**

within the specified limits and in accordance with the plans, including Addenda numbers _____, AT THE FOLLOWING UNIT PRICES:

ONLY ONE BIDDER MAY BE AWARDED THIS CONTRACT PURSUANT TO THIS BID.

Note: For this solicitation, the lowest responsible bid will be determined in the following manner: AWARD OF THIS CONTRACT MAY BE MADE BY LINE ITEM, BY BASE BID, ONE AWARD FOR ALL ITEMS, OR TO THE OVERALL LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR EACH BASE BID, AND WHICHEVER IS MOST CONVENIENT TO THE CITY.

NOTE: The quantities shown in the unit price schedule are ESTIMATES ONLY. They are shown here only for the purpose of comparing bids as an expected total expenditure. The City, at its sole discretion, will direct exactly how many actual units will be placed, and will pay for only those units that are ordered and accepted. No payments will be made regarding the estimated quantities, they are estimates only.

Estimates are minimums, but not guaranteed minimums, and the contract cost can increase so long as the unit costs remain the same and the increased funds are appropriated in the budget.

Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

EACH PROPOSAL MUST BE SUBMITTED ON THE PRESCRIBED FORM AND all blank spaces on the proposal form for proposal prices must be filled in, in ink or typewritten. FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE BID PROPOSAL TO BE DEEMED NOT RESPONSIVE AND BID PROPOSAL WILL NOT BE CONSIDERED IN DETERMINING THE LOWEST RESPONSIBLE BIDDER.

UNIT PRICE SCHEDULE – BASE BID I

	TXDOT ITEM NO.	TXDOT DESCRIPTION CODE	ESTIMATED QUANTITY/ UNIT	UNITS	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	Total Amount (Quantity x Unit Price) (In Figures)
1	100	6001	10	AC	PREPARING ROW	\$ _____	\$ _____
2	110	6005	105,000	CY	EXCAVATION (HAUL TO DESIGNATED LOCATION)	\$ _____	\$ _____
3	110	6006	60,000	CY	EXCAVATION (STOCKPILE ON SITE)	\$ _____	\$ _____
4	132	6008	1,600	CY	EMBANKMENT (FINAL) (DENS CONT)(TY D)	\$ _____	\$ _____
5	275	6001	124	TON	CEMENT	\$ _____	\$ _____
6	275	6011	5,735	SY	CEMENT TREAT (EXIST MATL) (8")	\$ _____	\$ _____
7	500	6001	1	LS	MOBILIZATION	\$ _____	\$ _____
8	502	6001	7	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ _____	\$ _____
9	506	6020	78	SY	CONSTRUCTION EXITS INSTALL	\$ _____	\$ _____
10	506	6024	78	SY	CONSTRUCTION EXITS REMOVE	\$ _____	\$ _____
11	506	6038	5,270	LF	TEMP SEDMT CONT FENCE INSTALL	\$ _____	\$ _____
12	506	6039	5,270	LF	TEMP SEDMT CONT FENCE REMOVE	\$ _____	\$ _____
13	530	6005	75	SY	DRIVEWAYS (ACP)	\$ _____	\$ _____
14	550	6001	5,270	LF	CHAINLINK FENCE (INSTALL) (6')	\$ _____	\$ _____
15	550	6014	1	EA	CHAIN LINK FENCE GATE (INSTALL) (6'x18')	\$ _____	\$ _____
SUM TOTAL OF BASE BID (ITEMS NO. 1-15):				\$ _____			

Base Bid I Alternate No. 1: Alternate 1 includes work to excavate and dispose earthwork by the Contractor. The City of Socorro has the option of accepting Base Bid I Alternate No. 1. If the City accepts Base Bid I Alternate No. 1, item 2A shall replace item 2 of Base Bid I, the cost for item 2A Base Bid I will added to the Sum Total of Base Bid I.

UNIT PRICE SCHEDULE – BASE BID I – ALTERNATE 1							
	TXDOT ITEM NO.	TXDOT DESCRIPTION CODE	ESTIMATED QUANTITY/ UNIT	UNITS	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	Total Amount (Quantity x Unit Price) (In Figures)
2A	110	6007	105,000	CY	EXCAVATION (CHANNEL)	\$ _____	\$ _____
SUM TOTAL OF ALTERNATE 1 (ITEM NO. 2A): \$ _____							

Base Bid I Alternate No. 2: Alternate 2 includes an allowance for dewatering project area in the occurrence of a severe rain event during construction. If the City accepts Base Bid I Alternate No. 2, the unit price for this item shall be added to the Sum Total of Base Bid I.

UNIT PRICE SCHEDULE – BASE BID I – ALTERNATE 2							
	TXDOT ITEM NO.	TXDOT DESCRIPTION CODE	ESTIMATED QUANTITY/ UNIT	UNITS	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	Total Amount (Quantity x Unit Price) (In Figures)
1	7098	005	1	MO	DEWATERING	\$ _____	\$ _____
SUM TOTAL OF ALTERNATE 2 (ITEM NO. 1): \$ _____							

Base Bid I Alternate No. 3: Alternate 3 includes labor and material for installation of rock wall around the perimeter of the basin. If the City accepts Base Bid I Alternate No. 3, item 14 will be replaced from Base Bid I with Item 14A and cost shall be added to the Sum Total of Base Bid I.

UNIT PRICE SCHEDULE – BASE BID I – ALTERNATE 3							
	TXDOT ITEM NO.	TXDOT DESCRIPTION CODE	ESTIMATED QUANTITY/ UNIT	UNITS	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	Total Amount (Quantity x Unit Price) (In Figures)
14A	5009	6002	31620	SF	STONE MASONRY (ROCKWALL)	\$ _____	\$ _____
SUM TOTAL OF ALTERNATE 3 (ITEM NO. 14A): \$ _____							

UNIT PRICE SCHEDULE-BASE BID II

No.	TXDOT ITEM No.	TXDOT DESCRIPTION CODE	ESTIMATED QUANTITY/UN IT	UNITS	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	Total Amount (Quantity x Unit Price) (In Figures)
16	100	6001	1	AC	PREPARING ROW	\$_____	\$_____
17	110	6002	11,850	CY	EXCAVATION (CHANNEL)	\$_____	\$_____
18	132	6002	39	CY	EMBANKMENT (FINAL) TY A (8")	\$_____	\$_____
19	247	6237	235	SY	FL BS (CMP IN PLC) (TY A OR B GR 4) (6")	\$_____	\$_____
20	340	6034	33	TON	D-GR HMA (SQ) TY-C PG 64-22	\$_____	\$_____
21	402	6001	70	LF	TRENCH EXCAVATION PROTECTION	\$_____	\$_____
22	420	6002	45	CY	CL A CONC (MISC)	\$_____	\$_____
23	432	6029	390	CY	RIPRAP (STONE COMMON) (GROUT) (8 IN)	\$_____	\$_____
24	459	6007	1,605	SY	GABION MATTRESSES (GALV) (12")	\$_____	\$_____
25	462	6015	618	LF	CONC BOX CULV (7 FT X 4 FT)	\$_____	\$_____
26	466	6165	2	EA	WINGWALL (FW-S)	\$_____	\$_____
27	500	6001	1	EA	CONSTRUCTION MOBILIZATION	\$_____	\$_____
28	502	6001	3	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$_____	\$_____
29	506	6020	247	SY	CONSTRUCTION EXITS INSTALL	\$_____	\$_____
30	506	6024	247	SY	CONSTRUCTION EXITS REMOVE	\$_____	\$_____
31	506	6038	905	LF	TEMP SEDMT CONT FENCE INSTALL	\$_____	\$_____
32	506	6039	905	LF	TEMP SEDMT CONT FENCE REMOVE	\$_____	\$_____
33	540	6001	137	LF	MTL W-BEAM GD FEN (TIM POST)	\$_____	\$_____
34	544	6001	2	EA	GUARDRAIL END TREATMENT INSTALL	\$_____	\$_____
35	5026	001	95	LF	REMOVAL & DISPOSAL OF A.C. WATER PIPE	\$_____	\$_____
36	7098	001	95	LF	WATER MAIN (PVC) 8"	\$_____	\$_____
37	7098	002	66	LF	REMOVE EXISTING SANITARY SEWER PIPE (15")	\$_____	\$_____
38	7098	003	66	LF	SANITARY SEWER PIPE (PVC) (15")	\$_____	\$_____
39	7098	004	1	LS	FURNISH, INSTALL & OPERATE SEWER BYPASS SYSTEM	\$_____	\$_____

SUM TOTAL OF BASE BID II (ITEMS NO. 16-39):

\$_____

OPTION TO EXTEND THE TERM OF THE CONTRACT

(PLEASE CHECK APPROPRIATE BOX)

The City, at its sole discretion, may exercise any option to purchase an additional quantity of items by giving the contractor written notice within the time period noted on the selected options.

Bidder offers the City the option of purchasing up to one hundred (100%) of the original contract quantities, at the same unit price, for an additional 365 days, if the option is exercised within:

A. Thirty days prior to the expiration of the contract YES [] NO []

CONTRACT TIME AND LIQUIDATED DAMAGES

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time for completion shall be One Hundred and Eighty-Three (183) WORKING DAYS for Base Bid I and Two Hundred and Twenty (220) if Base Bid II is selected, based on a Six (6) Day Work Week as provided in the General Conditions.

If Base Bid II is selected, Two Hundred and Nine (209) working days, includes completion of all work in Base Bid I and Base Bid II.

Bidder agrees to pay, as liquidated damages, the sum of Six hundred dollars and zero cents (\$600.00) for each work day, after the termination of the 60 Working Days as provided in the General Conditions.

PROPOSAL

Enclosed with this proposal is a bid bond for five percent (5%) of the TOTAL bid price including base bid(s), alternate(s) and option(s) which is agreed shall be collected and retained by the owner(s) as liquidated damages in the event this proposal is accepted by the Owner within thirty (30) consecutive calendar days after the date advised for the reception of bids and the undersigned fails to execute the contract and the required performance and payment bonds with the Owner within fourteen (14) consecutive calendar days after the date said proposal is accepted; otherwise, the said bid security shall be returned to the undersigned upon demand.

THE UNDERSIGNED BIDDER REPRESENTS TO THE CITY AND TO THE OTHER BIDDERS THAT HIS/HER BID, AND THE ESTIMATES ON WHICH IT IS BASED, HAS BEEN CAREFULLY CHECKED AND CONTAINS NO ERRORS, AND NOTHING HAS BEEN OMITTED OR OVERLOOKED IN DETERMINING THE AMOUNTS BID.

BIDDER'S NAME: _____
(AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

BY: _____
Signature Date

Print Signer's Name & Title Telephone Fax

Address City, State, Zip Code

Email Address Physical Address of Business City, State, Zip Code
(if different from above)

IF THE BIDDER IS A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED:

I, _____, certify that I am the _____ Secretary of the corporation named as Bidder hereinabove; that _____, who signed the foregoing contract on behalf of the Bidder, was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL

1-C-a

CERTIFICATION OF NONCOLLUSION

CERTIFICATION OF NON-COLLUSION

PROJECT: SPARKS ARROYO PHASE 1
ONION FIELD BASIN

SOLICITATION No.: 18-08

The bidder, being sworn, deposes and says, _____, the contractor, submitting this bid, and that its agents, officers or employers have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

Signature

Title

Date

I-D

BID BOND

THE STATE OF TEXAS }
COUNTY OF EL PASO }

BID BOND

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____,
(hereinafter called the Principal), as Principal, and _____ as Surety, are hereby held and
firmly bound unto THE CITY OF SOCORRO, as Owner/Obligee (hereafter "Owner"), in the penal sum of
_____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

SIGNED, this _____ day of _____, 20____.

The conditions of the above obligation are such that whereas the Principal has submitted to the City of Socorro a certain bid, attached
hereto and hereby made a part hereof, to enter into a contract in writing for the **Sparks Arroyo Phase I: Onion Field Basin, Solicitation
No. 18-08**. NOW, THEREFORE,

- a) If said bid shall be rejected, or in the alternate,
- b) If said bid shall be accepted and within fourteen (14) consecutive calendar days after the Principal has received notice of
his acceptance, the Principal shall properly complete, execute, and deliver insurance certificates and a contract in the form
approved by the Owner and shall furnish a bond for his faithful performance of said contract, and for the payment of all
persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in
force and effect, it being expressly understood and agree that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way
impaired or affected by any extension of the time within which the OWNER MAY ACCEPT such bid, such extension to be upon notice to
the Surety by the Principal.

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

_____ Principal • Company Name	_____ Signed by (Principal Agent)	_____ (Seal)
_____ Address	_____ Principal Agent's Name (Printed or Typed)	
_____ City, State, Zip Code	_____ Telephone No.	_____ Fax No.
_____ Surety • Company Name	_____ Signed by (Surety Agent)	_____ (Seal)
_____ Address	_____ Surety Agent's Name (Printed or Typed)	
_____ City, State, Zip Code	_____ Telephone No.	_____ Fax No.

USE BID BOND FORM ON

PAGE I-D-1

DO NOT SUBSTITUTE BID BOND FORM

NOTE:

THE BID BOND MUST BE SIGNED & SEALED

BY BOTH THE SURETY & THE PRINCIPAL

**AGENT RESIDENT DESIGNATION
SPARKS ARROYO PHASE 1
ONION FIELD BASIN**

SOLICITATION No. 18-08

SURETY INFORMATION

_____, as Surety on the Bid Bond for this contract, hereby appoints the following resident agent who resides within the County of El Paso and to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of suretyship, pursuant to Section 3503.003 of the Texas Insurance Code and Chapter 2253, Texas Government Code.

Assigned By:

_____(Seal)
Surety Agent

Surety Agent's Signature

Date

AGENT INFORMATION

Agent Resident: _____

Business Address: _____

Telephone & Fax Nos. _____

Acknowledged By:

Agent Resident's Name (Printed or Typed)

Agent Resident's Signature

I-E

SUPPLEMENTAL BIDDER INFORMATION

SUPPLEMENTAL BIDDER INFORMATION
Part I

SPARKS ARROYO PHASE I
ONION FIELD BASIN
SOLICITATION No. 18-08

1. The legal name and the business address of the bidder are:

2. The bidder is doing business as a: _____ (*Sole Proprietorship, Corporation, Joint Venture, Partnership, Limited Partnership, Limited Liability Company, etc.*) organized in the County of _____, State of _____, and is ☐ publicly / ☐ privately owned.
- (Name of State)

3. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate line:

<input type="checkbox"/> Black	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Oriental	<input type="checkbox"/> American Indian
<input type="checkbox"/> Eskimo	<input type="checkbox"/> Aleut	<input type="checkbox"/> White	<input type="checkbox"/> Pacific Islander

4. The name, title and address of the owner, partner, or officers of the bidder are:

NAME	TITLE	ADDRESS
------	-------	---------

5. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the bidder, and the nature of the interest are:

NAME	TITLE	NATURE OF INTEREST
------	-------	--------------------

6. The names, addresses and trade classifications of all other building construction contractors in which the bidder has a substantial interest are:

NAME	TITLE	TRADE CLASSIFICATION
------	-------	----------------------

DEFINITIONS

SMALL BUSINESS CONCERN:

Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS CONCERN:

At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS:

At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED:

At least fifty-one percent [51%] owned by a person or persons with and orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE

A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]

A Business Enterprise, which has been granted a Certificate by the State of Texas, as an Historically Underutilized Business.

The City of Socorro utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas General Services Commission Small Business Programs, PO Box 13047, Austin, Texas 78711-3047. The City encourages you to contact the State on the HUB program, if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of Socorro Financial Services Department, Purchasing Division to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of Socorro Financial Services Department, Purchasing Division in writing of any changes to this application; i.e., change of address, change of class etc. The City of Socorro does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Financial Services Department, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.

Signature of Person Authorized to Sign Application

Title

Date

**CITY OF SOCORRO – City Clerk
VENDOR INFORMATION FORM**

This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.

___ Add ___ Update ___ Inactivate ___ Vendor ___ Contractual Employee ___ City of Socorro Employee

Send To: Sandra Hernandez, City Clerk: Telephone #: 915-858-2916 Fax #: 915-858-9288

From: Name: _____ City Department: _____ Tel. # _____

VENDOR SALES ADDRESS: If same as W-9 check box ☐

Company Name: _____

Street: _____

City: _____ State _____ Zip Code _____

Contact Name & Title: _____

Telephone # (_____) _____ Fax # (_____) _____

E-Mail Address: _____ Web Page: _____

VENDOR STATUS:

(Yes ___) (No ___) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)

(Yes ___) (No ___) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one:)

(___) Black Americans

(___) Hispanic Americans

(___) Native Americans

(___) Asian-Pacific Americans

(Yes ___) (No ___) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)

(Yes ___) (No ___) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one or more of his/hers/their major life activities.)

(Yes ___) (No ___) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)

(Yes ___) (No ___) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

CITY OF SOCORRO EMPLOYEES (IRS-Withholding not required for the following items)

___ Pension ___ Refund ___ Mileage ___ Reimbursement ___ Settlement ___ Travel Request ___ Tuition Reimbursement

CONTRACTUAL EMPLOYEES OR VENDORS

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are **always** marked as withholding, even if they are a Corporation

IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor:
(Incomplete forms will be returned to requester),

___ Wages (Withholding / Default Class 7)

___ Juror (No Withholding / No Default Class)

___ Goods (No Withholding / No Default Class)

___ Services (Withholding / Default Class 7)

___ Settlement / Attorney Proceeds (Withholding / Default Class 14)

___ Rental Property (Withholding / Default Class 1)

___ Medical & Healthcare (Withholding / Default Class 6)

___ Stipend (No Withholding / No Default Class)

___ Garnishment Vendor (No Withholding / No Default Class)

___ Corporation (No Withholding/ No Default Class)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM **CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

☐ 1 Name of person doing business with local governmental entity.

☐ 2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

☐ 3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

☐ 4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/10/2006

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

- ☐ 5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☐ No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☐ No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

- D. Describe each affiliation or business relationship.

- ☐ 6 Describe any other affiliation or business relationship that might cause a conflict of interest.

☐

Signature of person doing business with the governmental entity

Date



PLANNING AND ZONING DEPARTMENT

AFFIDAVIT

THIS IS AN OFFICIAL PLANNING AND ZONING DOCUMENT – RETAIN WITH BID FILE

Before me, the undersigned official, on this day, personally appeared _____, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is _____. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or Firm: _____

3. Listed below are all the names the company/firm uses and has used in the past and I attest that all such names describe the company currently submitting a response to Solicitation No. _____.

4. In addition to completing this Affidavit, I have included a copy of the Organization Certificate issued by the Secretary of State of the state in which the company was organized and if using a trade name in the solicitation documents other than the name under which the company was organized, a copy of the Assumed Name Certificate/DBA Certificate from the County.
5. **Note: This bidder understands that by providing false information on this Affidavit, it may be considered a non-responsible bidder on this and future solicitations and may result in discontinuation of any/all business with the City of Socorro.**

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____, _____.

NOTARY PUBLIC

PRINT NAME

MY COMMISSION EXPIRES



City of Socorro
Planning and Zoning Department

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PLANNING AND ZONING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "**Affiant**"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: _____ [Contracting Entity's Corporate or Legal Name] (hereafter, "**Contracting Entity**").
3. Affiant is submitting this affidavit in response to the following bid: _____ [Solicitation No. and Solicitation Name] which is expected to be in an amount that exceeds \$25,000.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- ☐ Sole Proprietorship
- ☐ Corporation
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Other (Specify type in space provided below):

For Non-Profit Entity (select below):

- ☐ Non-Profit Corporation
- ☐ Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

5% Owner(s) (If none, state "None"):**

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

**Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of Socorro (the "**City**"), the City may refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the City.
7. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of Socorro.

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20_____.

Notary Public

Printed Name

Commission Expires

I-G
APPLICABLE WAGE RATES

Contractor Experience Reference

Please provide a list of at least three construction projects that were performed by your organization within the **past three years**.

PROJECT INFORMATION REQUIRED – Please provide all the information requested and utilize additional sheets as necessary.

Name and Location of Project	
Owner's Name	Address
Phone Number	Email
Construction Value	Completion Date
Project Description/Scope of Work	

Name and Location of Project	
Owner's Name	Address
Phone Number	Email
Construction Value	Completion Date
Project Description/Scope of Work	

Name and Location of Project	
Owner's Name	Address
Phone Number	Email
Construction Value	Completion Date
Project Description/Scope of Work	



**NOTICE OF CLARIFICATION
PREVAILING WAGE RATES**

"HEAVY," AND/OR "HIGHWAY" CONSTRUCTION

**SPARKS ARROYO PHASE I
ONION FIELD BASIN**

SOLICITATION No. 18-08

Prevailing Wage Rates for "Highway" and "Heavy" construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code.

- The City of Socorro Prevailing Wage Rates applicable to this project



CITY OF SOCORRO, TEXAS

Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	PER DIEM WAGE RATE
Asphalt Distributor Operator	12.75	-	12.75	102.00
Asphalt Paving Machine Operator	12.50	-	12.50	100.00
Asphalt Raker	10.50	-	10.50	84.00
Backhoe Operator	14.00	-	14.00	112.00
Concrete Finisher (Paving and Structures)	12.00	-	12.00	96.00
Crane Operator, Lattice Boom	17.50	-	17.50	140.00
Crane Operator, Hydraulic	17.00	-	17.00	136.00
Electrician	23.09	-	23.09	184.72
Excavator Operator	16.10	-	16.10	128.80
Form Builder/Setter	13.00	-	13.00	104.00
Form Setter (Paving and Curb)	10.75	-	10.75	86.00
Front End Loader	12.00	-	12.00	96.00
Laborer (Common)	9.00	-	9.00	72.00
Laborer (Skilled)	10.00	-	10.00	80.00
Mechanic	17.50	-	17.50	140.00
Motor Grader Operator	17.00	-	17.00	136.00
Pipe Layer	11.50	-	11.50	92.00
Reinforcing Steel Setter (Paving)	14.00	-	14.00	112.00
Rock Mason	12.00	-	12.00	96.00
Servicer	12.00	-	12.00	96.00
Traveling Mixer Operator	10.00	-	10.00	80.00
Truck Driver, Single Axle	10.50	-	10.50	84.00
Truck Driver, Tandem Axle	12.74	-	12.74	101.92
Tunneling Machine Operator	13.61	-	13.61	108.88
Utility Operator Grade 1	11.50	-	11.50	92.00
Utility Operator Grade 2	11.00	-	11.00	88.00
Welder, Certified/Structural Steel Welder	12.02	-	12.02	96.16
Welder	13.54	-	13.54	108.32

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

2012 HEAVY / HIGHWAY DEFINITIONS

1	Asphalt Distributor Operator	Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.
2	Asphalt Paving Machine Operator	Operates paving machine that spreads and levels asphaltic concrete on highway. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.
3	Asphalt Raker	Distributes asphaltic materials evenly over road surface by hand-raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers (skilled and unskilled) when to add or take away material to fill low spots or to reduce high spots.
4	Backhoe Operator	Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
5	Communications Cable Installer	Installs communication cable under direction of telecommunication technician including optical fiber and cable carrying less than 50 volts AC. Operates equipment associated with cable installation. Performs other related duties.
6	Concrete Finisher (Paving and Structures)	Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes all concrete flatwork, including concrete paving, curbs, driveways, sidewalks, riprap, and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.
7	Crane Operator, Lattice Boom:	A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
8	Crane Operator, Hydraulic	A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
9	Directional Drilling Locator	Assist directional drilling operator in machine setup. Operates locating equipment under direction of the operator. May oil, grease or otherwise service or make necessary adjustments to equipment as needed. Performs other related duties.
10	Electrician	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems, works on overhead distribution systems and underground distribution systems.. Includes installation of photovoltaic solar panels.
11	Excavator Operator	Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
12	Form Builder/Setter	Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. Directs others in stripping forms after concrete is placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slip forming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation.
13	Form Setter (Paving and Curb)	Fits together, aligns and sets to grade metal and wooden forms for placement of all concrete flatwork, including concrete paving, curbs, driveways, sidewalks, and riprap. Works with survey crew to set string line for paving, curb and gutter and curb. Performs other related duties.
14	Front End Loader	Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

15	Instrument Person	Sets up, adjusts and operates surveying instruments, including GPS and total station. Works from plans to establish lines points and grades for construction purposes, keeps notes and records of data. Computes cross sections of work performed for cost or payment purposes. Directs Rod or Chain person (skilled labor) and is responsible for accuracy of this field engineering work. Performs other related duties.
16	Insulation Workers – Mechanical	Apply insulating materials to pipes or ductwork, or other mechanical systems in order to help control temperature on a highway project.
17	Laborer (Common)	A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing settle, cures newly poured concrete, helps lower pipe in ditch for pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties. (AGC)-A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Usually an entry level position as the first step to learn a skill. Performs other related duties.
18	Laborer (Skilled) (Utility)	(AGC)-Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May assist in the placement and tying of reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operates, maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Installs and maintains erosion control. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Gunite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties.
19	Mechanic	(AGC-Same) Assembles, sets up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.
20	Motor Grader Operator, Fine	Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to blue tops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
21	Painter	Paints and stains structural steel and concrete surfaces of bridges, retaining walls, or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.
22	Percussion or Rotary Drill Operator	Operates rock drilling equipment that may be used to break rock. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
23	Pipe Layer	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
24	Reinforcing Steel Setter (Paving)/ Reinforcing Steel Worker	Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to reinforcing steel worker apprentice or common or utility laborers. May install miscellaneous materials integral to concrete structures or paving. May work with power tools. Performs other duties.
25	Reinforcing Steel Setter (Structure)/ Structural Steel Worker	Erects and places fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Performs other related duties.

26	Rock Mason	Constructs partitions, fences, walks, etc., using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls, cutting or placing of rock in mortar or other similar material.
27	Servicer	Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May have laborer assisting him. May require a Commercial Driver's License if driving truck on public highways. Performs other related duties.
28	Traffic Signal/Light Pole Worker	Sets forms, reinforcing steel, anchor bolts and pours/finishes concrete for traffic signal and light pole foundations. Assembles, erects, and plumbs traffic signal and light pole structures by bolting and other means. Installs signal spans, signal heads, signal detection, and lights on equipment. Installs cabling and wiring in signal and light poles, on signal and light spans and underground raceway systems. Properly identifies and terminates cables and wiring to appropriate equipment. Installs signal controllers and service equipment. Tests and troubleshoots system for proper operation. Performs other related duties.
29	Telecommunication Technician	Installs and troubleshoots communication equipment including cabling for the transmission of communication circuits. Terminates and tests communication circuits including video, voice and data. Installs communication equipment in buildings, outdoor cabinets and pole mounted installations. Installs, terminates and tests optical fiber cables as well as copper communication cable carrying less than 50 volts AC. Performs other related duties.
30	Traveling Mixer Operator	Operates a machine that pulverizes material of the roadbed and may mechanically mix it with asphalt, cement or other stabilizing materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
31	Truck Driver, Single Axle	Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
32	Truck Driver, Tandem Axle	Drives a tandem axle powered tractor. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
33	Tunneling Machine Operator	Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels and subways. The tunneling machine excavates tunnels greater than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
34	Utility Operator Grade 1	Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, back filler, blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator (crawler and truck mounted), and pile driver.
35	Utility Operator Grade 2	Pipe, boom truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), mobile lubrication & service engineer, hydrostatic testing operator, rollagon or similar type equipment, scraper, staking machine, roller operator, concrete paving curing, float, texturing machine, subgrade trimmer, slip form machine, milling machine, self-propelled sweeping machine, trenching machine, directional drill, chip spreader, screening plant, joint sealer, and concrete saw, off road hauler, pavement marking machine operator, reclaimer/pulverizer operator, slurry seal or micro-surfacing machine operator, self-propelled hammer operator.
36	Welder, Certified/ Structural Steel Welder	Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Performs other related duties. Includes pipe work that must be performed by a certified welder.
37	Welder	Operates welding equipment. Cuts, lays out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. Welds structural steel girders and diaphragms. May assist in welding of permanent metal deck forms. Performs other related duties.

I-H

QUALIFICATION AND FINANCIAL DISCLOSURE STATEMENT

LETTER OF COMMITMENT

A bidder/offeror may provide a letter of commitment or other similar document signed by a duly authorized agent of a surety that meets the requirements for sureties contained in these bid documents and the general conditions of the construction contract, wherein the surety commits to issue the performance and all other bonds required by these bid documents and the general conditions of the construction contract. Said commitment document shall specify the bidder/offeror and the project that is the subject of these bid documents by name and shall commit to issuing such bonds in the full amount of the contract amount in the event the bidder/offeror is awarded the contract under the terms of these bid documents.

The letter of commitment is not a substitute for the bid bond.

A bidder/offeror who provides the above described commitment letter shall not be required to provide the financial statements that are required on the following pages.

A letter of commitment is not required at the time the bid is submitted but is required upon request by the City. The City may request the letter of commitment any time after opening the bids/offers and before submitting the proposed award of the construction contract to the Socorro City Council. Letter of commitment must be provided within five (5) consecutive calendar days of notification by the City. If the bidder/offeror does not provide the letter of commitment, then it must provide the financial information as specified in the pages that follow.

QUALIFICATION AND FINANCIAL DISCLOSURE STATEMENT
(To be provided by Bidder/Offeror within five days of request by Planning Director)

PROJECT: **SPARKS ARROYO PHASE I**
 ONION FIELD BASIN

SOLICITATION No.: **18-08**

BIDDER: _____

BUSINESS ADDRESS: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

1. Organization

1.1 How many years has your organization been in business as a contractor?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: _____

1.3.2 State of incorporation: _____

1.3.3 President's name: _____

1.3.4 Vice-president's name(s) : _____

1.3.5 Secretary's name: _____

1.3.6 Treasurer's name: _____

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership: _____
(if applicable)

1.4.3 Name(s) of general partner(s): _____

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. Licensing

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. Experience

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration, proceedings or suits pending or outstanding against its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, phone number, architects, contract amount, percent complete, scheduled completion date, and type of work performed by your work forces. Include names and phone numbers of contact persons for each project.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, the type of work performed by your work forces, and percentage of the cost of the work performed with your own forces. Include names and phone numbers of contact persons for each project.

3.5.1 State average annual amount of construction work performed during the past five years:

3.1 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. References

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

Name of Bonding Company: _____

Name of address of agent: _____

5. Financing

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- a. Cash Flow Statement
- b. Notes to Financial Statement
- c. Auditor Statement
- d. Comparison Statements, if available
- e. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- f. Net Fixed Assets;
- g. Other Assets;
- h. Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
- i. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).

5. Financing

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. Signature

6.1 Dated at _____ this _____ day of _____, 20____.

Name of Organization: _____

By: _____
Signature

Name printed or typed

Title: _____

6.2 _____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

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

Notary Public

My Commission Expires: _____

II-A
CONTRACT

THE STATE OF TEXAS }
COUNTY OF EL PASO }

CONTRACT

THIS AGREEMENT, made this ____ day of ____, 20____ by and between THE CITY OF SOCORRO, County of El Paso, Texas, hereinafter called "Owner", acting herein through its City Mayor, Elia Garcia and _____ (circle one of the following: a corporation, a partnership, an individual), located in: CITY OF _____, COUNTY OF _____ and STATE OF _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**SPARKS ARROYO PHASE I
ONION FIELD BASIN
CONTRACT No. 18-08**

hereinafter called the "Project", for the sum of _____ Dollars and _____ Cents (\$ _____), and all extra work in connection therewith, under the terms as stated in the contract documents; and at Contractor(s) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project, in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as furnished by the PLANNING DIRECTOR or designated representative, and as enumerated in Paragraph 1.5 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the "Notice to Proceed" and shall run thereafter for **One Hundred and Eighty-Three (183) WORKING DAYS** for Base Bid I, or **Two Hundred and Nine (209) WORKING DAYS** if Base Bid II is selected, based on a Six (6) Day Work Week. Contractor agrees to pay, as liquidated damages, the sum of **600 HUNDRED DOLLARS AND ZERO CENTS (\$600.00)** for each consecutive working day after termination of 60 working days, as hereinafter provided in the General Conditions. The unit price quantities of this contract are estimated.

OPTION TO EXTEND THE TERM OF THE CONTRACT

(PLEASE CHECK APPROPRIATE BOX)

The City at its sole discretion, may exercise any option to purchase an additional quantity of items by giving the contractor written notice within the time period noted on the selected options.

Bidder offers the City the option of purchasing up to one hundred (100%) of the original contract quantities, at the same unit price, for an additional 365 days, if the option is exercised within:

A. Thirty days prior to the expiration of the contract YES [] NO []

The City at its sole discretion, may exercise an option to purchase up to one hundred percent (100%) of the original contract quantities, at the same unit price, for an additional 365 days, provided the option to extend is exercised thirty (30) days prior to the expiration of the contract.

CONTRACT

IN WITNESS, WHEREOF, the parties to these presents have executed this Contract on the _____ day of _____, 20 in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER – CITY OF SOCORRO

by _____
City Mayor

APPROVED AS TO FORM:

City Attorney

Contractor:

by _____

Typed Name & Title

APPROVED AS TO CONTENT:

Address, City, State, Zip Code

City Planner Development Director

Telephone Number

Fax Number

If the Contractor be a corporation, the following certificate should be executed:

I, _____, certify that I am the
_____ Secretary of the corporation named as Bidder, hereinabove; and that
_____, who signed the foregoing Contract on behalf of the Bidder was then
_____ of said corporation; that said proposal was duly signed for and in behalf of said
corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL

II-B

PERFORMANCE BOND

PERFORMANCE BOND
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF SOCORRO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and _____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 2019 to construct **Sparks Arroyo Phase I: Onion Field Basin**, Contract No. **18-08**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the construction contract, related subcontracts and purchase orders, which is made in accordance with Section 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2019.

WITNESS: _____

ATTEST: _____

	(Seal)
Principal - Company Name	Signed By (<i>Principal Agent</i>)

Address	Principal Agent's Name (Printed or Typed)

City, State, Zip Code	

Telephone No.	Fax No.

	(Seal)
Surety - Company Name	Signed By (<i>Surety Agent</i>)

Address	Surety Agent's Name (Printed or Typed)

City, State, Zip Code	

Telephone No.	Fax No.

INSERT
POWER OF ATTORNEY
AFTER
PERFORMANCE BOND

NOTE:

- DO NOT SUBSTITUTE BOND FORM
- BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT
- DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND
- SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)
- AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.

II-C

PAYMENT BOND

PAYMENT BOND
(Value of this Bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the "Principal", as Principal and _____, a Corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, hereinafter called the "Surety", as Surety, are held and firmly bound unto THE CITY OF SOCORRO, TEXAS, hereinafter called the "Obligee", in the amount of _____ Dollars and _____ Cents (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct **Sparks Arroyo Phase I: Onion Field Basin**, Contract No. **18-08**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall pay all claimants supplying labor and materials to him, or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS: _____

ATTEST: _____

Principal - Company Name Signed By (Principal Agent) (Seal)

Address Principal Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No. Fax No.

Surety - Company Name Signed By (Surety Agent) (Seal)

Address Surety Agent's Name (Printed or Typed)

City, State, Zip Code

Telephone No. Fax No.

INSERT
POWER OF ATTORNEY
AFTER
PAYMENT BOND

NOTE:

- DO NOT SUBSTITUTE BOND FORM
- BOND MUST BEAR FOUR (4) SIGNATURES: (1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT
- DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND
- A SEPARATE POWER OF ATTORNEY FORM MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)
- AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.

II-D

AGENT RESIDENT DESIGNATION

AGENT RESIDENT DESIGNATION

SPARKS ARROYO PHASE I
ONION FIELD BASIN
Contract No. 18-08

SURETY INFORMATION

_____, as Surety on the Performance and Payment Bonds for this contract, hereby appoints the following resident agent who resides within the County of El Paso and to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of suretyship, pursuant to Article 7.19-1 of the Texas Insurance Code and Chapter 2253, Texas Government Code.

Assigned By:

_____(Seal)
Surety Agent

Surety Agent's Signature

Date

AGENT INFORMATION

Agent Resident: _____

Business Address: _____

Telephone & Fax Nos. _____

Acknowledged By:

Agent Resident's Name (Printed or Typed)

Agent Resident's Signature

II-E

INSURANCE REQUIREMENTS

NOTIFICATION TO CONSTRUCTION CONTRACTORS

INSURANCE REQUIREMENTS

Note: Refer to the Contract General Conditions Item 3L, Paragraph 4.3 for complete insurance requirements for this project.

1. Commercial General Liability, Property Damage Liability, and Vehicle Liability Insurance Requirements:

Commercial General Liability Bodily Injury	\$1,000,000.00 each person
Property Damage	\$1,000,000.00 each occurrence
General Aggregate	\$2,000,000.00
Vehicle Liability (<u>Any Auto</u>) Combined Single Limit	\$1,000,000.00

2. Builder's Risk Insurance (fire and extended coverage) for certain projects is required for 100% of the completed value only when designated on p. II.E.1.A

3. The City of Socorro shall be named as an *Additional Insured* on all insurance policies except Workers' Compensation Insurance Coverage shall be provided by endorsement to the policy of insurance. The project name, type, amount, class of operations covered, effective dates and dates of expiration of policies shall be shown on certificate.

4. Statutory Texas Workers' Compensation Insurance Coverage:

Workers' Compensation policy shall be endorsed to provide that the insurer waives any right of subrogation it may require against the Owner, the Architect/Engineer of Record and Construction Manager where applicable, see General Conditions Item 3L, Paragraph 4.3.

5. A 30-day notice of policy cancellation or material alteration.

6. **Important:**

The language of the cancellation notice must substantially contain the **unconditional** statement: "Should any of the described policies be canceled or materially altered before the expiration date, the issuing company shall provide thirty (30) days written notice to the Owner-City of Socorro by certified mail." The words "*endeavor to notify*" and "*failure to notify shall impose no obligation or liability upon the company ...*" are not acceptable.

SPECIAL NOTE:

Worker's Compensation, Waiver of Subrogation, City of Socorro named as an Additional Insured and the 30-day cancellation notice must all be done through endorsement by the insurer. The document may be an endorsement, a rider or an amendment to the policy and it must include the policy number.

Builder's Risk Insurance (fire and extended coverage) **IS NOT REQUIRED** for:

SPARKS ARROYO PHASE I: ONION FIELD BASIN,

Solicitation No. 18-08

INSERT

INSURANCE CERTIFICATE

HERE

- BUILDER'S RISK COVERAGE REQUIRED FOR ALL BUILDING PROJECTS
- CITY OF SOCORRO MUST BE SHOWN AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY AND AUTOMOBILE LIABILITY
- WORKERS' COMPENSATION CERTIFICATE MUST SHOW A WAIVER OF SUBROGATION AGAINST THE OWNER/CITY, ARCHITECT/ENGINEER AND CONSTRUCTION MANAGER, WHERE APPLICABLE
- ALL ENDORSEMENTS MUST CONTAIN THE FOLLOWING UNCONDITIONAL STATEMENT REGARDING CANCELLATION:
"Should any of the described policies be canceled or materially altered before the expiration date, the issuing company shall provide thirty (30) days written notice to the Owner-City of Socorro by certified mail." The words "*endeavor to notify*" and "*failure to notify shall impose no obligation or liability upon the company...*" are not acceptable

II-F

STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM

State of Texas Child Support Business Ownership Form

County: _____

Project Name: _____

LG Project Number: _____

Business Entity Submitting Bid: _____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

() No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by _____. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

Date

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,
ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

III-A

GENERAL CONDITIONS OF CONTRACT

Introduction

Local Government General Requirements

For all projects with State or Federal funds, and/or all projects on the State Highway System regardless of funding source, a Local Government must either adopt the latest TxDOT Standard Specifications, Special Specifications, and required Special Provisions or request TxDOT written approval of alternate, equivalent specifications. TxDOT's *"2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges"* are the latest TxDOT Standard Specifications. These "General Requirements" along with additional requirements specified by the particular local government, are intended as a template for Item 1-9 in TxDOT's Standard Specifications on projects let by a local government that is on the State Highway System or includes reimbursement to the local government using FHWA or TxDOT funds.

This document is intended to be used as a template that allows the local government to modify Item 1-9 to meet their particular needs while assuring that all local, state, and federal statutory requirements are addressed. As this document modifies a TxDOT publication, there may be a question about terminology. In general, the "Owner" or the "Engineer" references the local government or their representatives (Consulting Engineers, etc.) Reference to "Department" or "Engineer" in the construction and maintenance specifications refers to the local government except when it is referencing a TxDOT specification, manual, material specification, Material Producers List or test method.

Foreword

OUTLINE OF SPECIFICATIONS

Each specification is outlined by articles and sections. The basic articles required for a specification are:

1. DESCRIPTION
2. MATERIALS
3. EQUIPMENT
4. CONSTRUCTION OR WORK METHODS
5. MEASUREMENT
6. PAYMENT

Some articles are not used in every item. Measurement and Payment articles are combined when the work described is subsidiary to bid items of the Contract.

HIERARCHY OF ORGANIZATIONAL ELEMENTS

Here "XXX" represents the item number. The hierarchy of organizational elements available below the item level is as follows:

XXX.1., Article
XXX.1.1., Section
XXX.1.1.1., Section
XXX.1.1.1.1., Section
XXX.1.1.1.1.1., Section
XXX.1.1.1.1.1.1., Section

The term section is used for all breaks below the article.

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L

Abbreviations and Definitions

APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	United States General Services Administration
HUB	Historically Underutilized Business

ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List (TxDOT document)
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report (TxDOT form)
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PE	Professional Engineer
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project-Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TGC	Texas Government Code
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

2.	DEFINITIONS
3.1	Abrasive Blasting. Spraying blasts of pressurized air combined with abrasive media.
3.2	Actual Cost. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.
3.3	Addendum. Change in bid documents developed between advertising and bid submittal deadline.
3.4	Additive Alternate. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The additive alternate items include work that may be added to the base bid work.
3.5	Deductive Alternate. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The deductive alternate items include work that may be deducted from the base bid work.
3.6	Advertisement. The public announcement required by law inviting bids for work to be performed or materials to be furnished.
3.7	Affiliates. Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance.
3.8	Air Blasting. Spraying blasts of pressurized air free of oil and moisture.
3.9	Air Temperature. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.
3.10	Anticipated Profit. Profit for work not performed.
3.11	Apparent Low Bidder. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.
3.12	Architect of Record. A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.
3.13	Arterial Highway. A highway used primarily for through traffic and usually on a continuous route.
3.14	Notice of Award. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.
3.15	Base Bid. The total bid amount without additive alternates.

- 3.16 **Bid.** The offer from the Bidder for performing the work described in the bid documents, submitted on the prescribed bid form, considering addenda issued and giving unit bid prices for performing the work described in the bid documents.
- 3.17 **Bid Bond.** The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.
- 3.18 **Bid Documents.** The complete set of documents necessary for a Bidder to submit a bid. The documents may include plans, specifications, special specifications, special provisions, addenda, and the prescribed form a Bidder is to submit as the Bid. Other terms used may include general conditions, proposal, instructions to bidders, and construction specifications.
- 3.19 **Bid Error.** A mathematical mistake made by a Bidder in the unit price entered into the bid documents.
- 3.20 **Bid Form.** The portion of the bid documents that a prospective Bidder must submit to the Owner for their bid to be considered.
- 3.21 **Bidder.** An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.
- 3.22 **Blast Cleaning.** Using one of the blasting methods, including, but not limited to, water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.
- 3.23 **Bridge.** A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.
- 3.24 **Brush Blasting.** Sweeping lightly with an abrasive blast to remove loose material.
- 3.25 **Building Contract.** A Contract entered under State law for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.
- 3.26 **Certificate of Insurance.** A form approved by the Owner covering insurance requirements stated in the Contract.
- 3.27 **Change Order.** Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract.
- 3.28 **Concrete Construction Joint.** A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.
- 3.29 **Concrete Repair Manual.** TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.
- 3.30 **ConcreteWorks®.** TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

- 3.31 **Construction Contract.** A Contract entered under State law for the construction, reconstruction, or maintenance of a segment of the Owner's transportation system.
- 3.32 **Consultant.** The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.
- 3.33 **Contract.** The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.34 **Contract Documents.** Elements of the Contract, including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, addendums, and supplemental agreements.
- 3.35 **Contract Time.** The number of days specified for completion of the work, including authorized additional working days.
- 3.36 **Contractor.** The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.
- 3.37 **Controlled Access Highway.** Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.
- 3.38 **Control of Access.** The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.
- 3.39 **Control Point.** An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.
- 3.40 **Cross-Sections.** Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.
- 3.41 **Culvert.** Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.23., "Bridge.")
- 3.42 **Cycle.** The activity necessary for performing the specified work within the right of way project limits once.
- 3.43 **Daily Road-User Cost.** Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.
- 3.44 **Date of Written Authorization.** Date of the written Notice to Proceed authorizing the Contractor to begin work.
- 3.45 **Debar (Debarment).** Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in local, state, or federal law.
- 3.46 **Detour.** A temporary traffic route around a closed portion of a road.

- 3.47 **Department.** When used in the context of the party with whom the Contractor has a Construction Contract, Department refers to Owner. When used in other contexts such as technical specifications, refers to the Texas Department of Transportation.
- 3.48 **Departmental Material Specifications.** Reference specifications for various materials published by TxDOT's Construction Division with a DMS-XXXXX numbering system.
- 3.49 **Direct Traffic Culvert.** Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.
- 3.50 **Disadvantaged Business Enterprise.** A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.
- 3.51 **Divided Highway.** A highway with separate roadways intended to move traffic in opposite directions.
- 3.52 **Easement.** A real property right acquired by one party to use land belonging to another party for a specified purpose.
- 3.53 **Engineer.** The Professional Engineer licensed in Texas who represents the interests of the Owner.
- 3.54 **Entity.** Political subdivision for which the project is designed and constructed. Either a Municipality (City) or a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an Owner.
- 3.55 **Expressway.** A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.
- 3.56 **Family Member.** A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.
- 3.57 **Force Account.** Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.
- 3.58 **Freeway.** An expressway with full control of access.
- 3.59 **Frontage Road.** A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).
- 3.60 **Hazardous Materials or Waste.** Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.
- 3.61 **High-Pressure Water Blasting.** Water blasting with pressures between 5,000 and 10,000 psi.

- 3.62 **Highway, Street, or Road.** General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.
- 3.63 **Historically Underutilized Business.** A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Comptroller of Public Accounts, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.
- 3.64 **Incentive/Disincentive Provisions.** An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.
- 3.65 **Independent Assurance Tests.** Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner or the Owner's representative and are not used for acceptance purposes.
- 3.66 **Inspector.** The person assigned by the Owner to inspect any or all parts of the work and the materials used for compliance with the Contract.
- 3.67 **Intelligent Transportation System.** An integrated system that uses video and other electronic detection devices to monitor traffic flows.
- 3.68 **Intersection.** The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.
- 3.69 **Island.** An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.
- 3.70 **Joint Venture.** Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid form.
- 3.71 **Lane Rental.** A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.
- 3.72 **Letting.** The receipt, opening, tabulation, and determination of the apparent low Bidder.
- 3.73 **Letting Official.** The Owner representative empowered by the Owner to officially receive bids and close the receipt of bids at a letting.
- 3.74 **Licensed Professional Engineer.** A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.
- 3.75 **Limits of Construction.** An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

- 3.76 **Local Street or Road.** A street or road primarily for access to residence, business, or other abutting property.
- 3.77 **Low-Pressure Water Blasting.** Water blasting with pressures between 3,000 and 5,000 psi.
- 3.78 **Major Item.** An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or \$100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.
- 3.79 **Material Producer List.** TxDOT-maintained list of approved products. Referenced as "Department's MPL".
- 3.80 **Materially Unbalanced Bid.** A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.
- 3.81 **Mathematically Unbalanced Bid.** A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.
- 3.82 **Median.** The portion of a divided highway separating the traffic lanes in opposite directions.
- 3.83 **Milestone Date.** The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.
- 3.84 **Monolithic Concrete Placement.** The placement of plastic concrete in such manner and sequence to prevent a construction joint.
- 3.85 **National Holidays.** January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.
- 3.86 **Nonhazardous Recyclable Material.** A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.
- 3.87 **Nonresident Bidder.** A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.
- 3.88 **Nonresponsive Bid.** A bid that does not meet the criteria for acceptance contained in the bid documents.
- 3.89 **Non-Site-Specific Contracts.** Contracts in which a geographic region is specified for the work and for which work orders, with or without plans, further detail the limits and work to be performed.
- 3.90 **Notice to Proceed,** Written notification to the Contractor authorizing work to begin.
- 3.91 **Notification.** Either written or oral instruction to the Contractor concerning the work. Voice mail is oral notification.
- 3.92 **Owner,** Political subdivision for whom the project is designed and constructed. Either a Municipality (City), a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Entity.**
- 3.93 **Pavement.** That part of the roadway having a constructed surface for the use of vehicular traffic.

- 3.94 **Pavement Structure.** Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.
- 3.94.1 **Surface Course.** Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.
- 3.94.2 **Base Course.** One or more layers of specified material thickness placed on a subgrade to support a surface course.
- 3.94.3 **Subgrade.** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
- 3.94.4 **Subgrade Treatment.** Modifying or stabilizing material in the subgrade.
- 3.95 **Payment Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.
- 3.96 **Performance Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.
- 3.97 **Plans.** The approved drawings, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.
- 3.98 **Power of Attorney for Surety Bonds.** An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.
- 3.99 **Qualification.** The process for determining a Contractor's eligibility to be awarded a construction contract
- 3.100 **Prequalification.** The process for determining a Contractor's eligibility to bid work.
- 3.101 **Prequalification Statement.** The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.
- 3.102 **Prequalified Contractor.** A contractor that is approved to bid on TxDOT contracts by satisfying their Prequalification Process.
- 3.103 **Post Qualification.** The owner will determine if contractors are qualified to bid on the project after bids are open. The bid documents will identify the minimum requirements that contractor must meet to be qualified for the project. Unqualified contractors' bids will be considered non-responsive and not accepted.
- 3.104 **Project-Specific Location.** A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.
- 3.105 **Proposal Guaranty.** The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.
- 3.106 **Quality Assurance.** Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

- 3.107 **Quality Control.** Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.
- 3.108 **Ramp.** A section of highway for the primary purpose of making connections with other highways.
- 3.109 **Referee Tests.** Tests requested to resolve differences between Contractor and Owner test results. The referee laboratory is the Owners.
- 3.110 **Regular Item.** A bid item contained in the bid documents and not designated as an additive alternate or replacement alternate bid item.
- 3.111 **Rental Rate Blue Book for Construction Equipment.** Publication containing equipment rental rates.
- 3.112 **Replacement Alternate.** A bid item identified on the bid documents that a Bidder may substitute for a specific regular item of work.
- 3.113 **Responsive Bid.** A bid that meets all requirements of the advertisement and the bid documents for acceptance.
- 3.114 **Right of Way.** A general term denoting land or property devoted to transportation purposes.
- 3.115 **Roadbed.** The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.
- 3.116 **Road Master.** A railroad maintenance official in charge of a division of railway.
- 3.117 **Roadside.** The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.
- 3.118 **Roadway.** The portion of the highway (including shoulders) used by the traveling public.
- 3.119 **Sandblasting, Dry.** Spraying blasts of pressurized air combined with sand.
- 3.120 **Sandblasting, Wet.** Spraying blasts of pressurized water combined with sand.
- 3.121 **Shoulder.** That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.
- 3.122 **Shot Blasting.** Spraying blasts of pressurized air combined with metal shot.
- 3.123 **Sidewalk.** Portion of the right of way constructed exclusively for pedestrian use.
- 3.124 **Slurry Blasting.** Spraying blasts of pressurized air combined with a mixture of water and abrasive media.
- 3.125 **Special Provisions.** Additions or revisions to these standard specifications or special specifications.

- 3.126 **Special Specifications.** Supplemental specifications applicable to the Contract not covered by these standard specifications.
- 3.127 **Specifications.** Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or TxDOT bulletins and manuals, imply the latest standard or tentative standard in effect on the date of the bid. The Owner will consider incorporation of subsequent changes to these documents in accordance with Item 4L, "Scope of Work."
- 3.128 **Small Business Enterprise.** A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.
- 3.129 **State.** The State of Texas.
- 3.130 **State Holiday.** A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.85., "National Holidays." A list of state holidays can be found on the TxDOT's website.
- 3.131 **Station.** A unit of measurement consisting of 100 horizontal feet.
- 3.132 **Subcontract.** The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.133 **Subcontractor.** An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.
- 3.134 **Subsidiary.** Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.
- 3.135 **Substructure.** The part of the structure below the bridge seats, but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.
- 3.136 **Superintendent.** The representative of the Contractor who is available at all times and able to receive instructions from the Owner or authorized Owner representatives and to act for the Contractor.
- 3.137 **Superstructure.** The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.
- 3.138 **Supplemental Agreement.** Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one party to another or other cases as desired by the Owner.
- 3.139 **Surety.** The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.
- 3.140 **Surplus Materials.** Any debris or material related to the Contract but not incorporated into the work.

- 3.141 **Suspension.** Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a contract
- 3.142 **Tex –XXX-X.** TxDOT material test methods found on TxDOT’s Construction Division Web Site.
- 3.143 **Traffic Lane.** The strip of roadway intended to accommodate the forward movement of a single line of vehicles.
- 3.144 **Traveled Way.** The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
- 3.145 **Truck Owner-Operator.** An individual who owns and operates 1 truck for hire.
- 3.146 **UT-Bridge.** TxDOT-owned software for steel girder erection. Software is available on TxDOT’s website.
- 3.147 **UT-Lift.** TxDOT-owned software for steel girder erection. Software is available on TxDOT’s website.
- 3.148 **Utility.** Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.
- 3.149 **Verification Tests.** Tests used to verify accuracy of QC and QA and mixture design testing.
- 3.150 **Water-Abrasive Blasting.** Spraying blasts of pressurized water combined with abrasive media.
- 3.151 **Water Blasting.** Spraying blasts of pressurized water of at least 3,000 psi.
- 3.152 **Water-Injected Abrasive Blasting.** Abrasive blasting with water injected into the abrasive/air stream at the nozzle.
- 3.153 **Wholly-Owned Subsidiary.** A legal entity owned entirely by the Contractor or subcontractor.
- 3.154 **Work.** The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.
- 3.155 **Written Notice.** Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current mailing address will not be considered a failure to provide written notice.

Item 2L

Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Comply with all technical prequalification requirements in the bid documents.

3. ISSUING BID DOCUMENTS

Copies will be available in CD format at no cost.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the Owner.

The Owner will not issue bid documents if one or more of the following apply:

the Bidder is prohibited from rebidding a specific project due to a bid error on the original bid documents,

the Bidder failed to enter into a Contract on the original award,

the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated for convenience, or

the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the bid documents are approximate and will be used for the comparison of bids. Payments will be made for actual quantities of work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the bid documents and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the use of the Owner in the preparation of plans. This information is provided for the Bidder's information only and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material

encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes in the bid documents given during the bidding process are not binding. Only requirements included in the bid documents and Owner-issued addenda are binding. Request explanations of documents at least five(5) days prior to the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the bid documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid form furnished by the Owner. Informational bid forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item, additive alternate item, deductive alternate item or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the bid form was not signed,
- all certifications were not acknowledged,
- a regular item, additive alternate item or deductive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the bid form submitted had the incorrect number of items, or
- all addenda were not acknowledged.

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- The bid was not in the hands of the Letting Official at the time and location specified in the advertisement.
- A bid was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates.
- The Bidder failed to acknowledge receipt of all addenda issued.
- The bid form was signed by a person who was not authorized to bind the Bidder or Bidders.
- The bid guaranty did not comply with the requirements contained in this Item.
- The bid was in a form other than the official bid form issued by the Owner.
- The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid documents.
- The Bidder bid more than the maximum or less than the minimum number of allowable working days when working days was an item.
- The Bidder did not attend a specified mandatory pre-bid conference.

- The Bidder did not meet the requirements of the technical qualification.
- The Bidder did not include a signed State of Texas Child Support Business Ownership Form.
- The bidder does not meet the Owner's qualification requirements.

8. SUBMITTAL OF BIDS

8.1. **Electronic Bids** Electronic bidding is not available

8.2. **Printed Bid.**

8.2.1. **Bid Form.** Mark all entries in ink. As an alternative to hand writing the unit prices in the bid form, submit a typed bid form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

If a bid form contains both regular items for domestic steel or iron materials and replacement alternate items for foreign steel or iron materials, the Bidder must either:

- submit unit bid prices for domestic items only, or
- submit unit bid prices for both the domestic and foreign items

8.2.2. **Bid Guaranty.** Provide a bid guaranty in the amount indicated on the bid documents. Use either a guaranty check or a printed bid bond.

8.2.3. **Guaranty Check.** Make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

8.2.4. **Bid Bond.** Use the bid bond form provided by the Owner. Submit the bid bond with the powers of attorney attached and in the amount specified. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond completed as outlined in this section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with State law.

8.2.5. **Submittal of Bid.** Place the completed bid form and the bid guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement or in the bid documents. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be

accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

- 8.2.6. **Revising the Bid Form.** Make desired changes to the bid form in ink and submit the bid to the Letting Official. The Owner will not make revisions to a bid on behalf of a Bidder.
- 8.2.7. **Withdrawing a Bid.** Submit a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Owner will publicly open and read bids.

10. TABULATING BIDS

- 10.1. **Official Total Bid Amount.** The Owner will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount, except as provided in Section 10.4., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.
- 10.2. **Rounding of Unit Prices.** The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.
- 10.3. **Interpretation of Unit Prices.** The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.
- 10.4. **Consideration of Unit Prices.**
- 10.4.1 **A + B Bidding.** The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

$$A + B1 + B2 + BX + \dots + BT$$

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the bid and the unit bid prices bid. The time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) provided on the bid documents. When partial days are bid they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time.

10.4.2. "Buy America." Buy America in accordance with Section 6.1.1 is not applicable.

11. CONSIDERATION OF BID ERRORS.

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the Owner within 5 business days after the date the bid is opened.
- Identify the items of work involved and include bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of the bid of the apparent low bidder and the Owner may consider the second responsive bid. The erring Contractor will not be allowed to bid the project if it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Owner.

12. TIE BIDS

If the official total bid amount for 2 or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If 2 or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss. The Letting Official will preside over the proceedings for the coin toss.

Item 3L

Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within 30 days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner.

- 1.1. **Award.** The Owner will award the Contract to the low Bidder as determined by Article 2.10., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- The low Bidder withdraws its bid.
- The low Bidder fails to enter into a contract with the Owner after Award
- The second low Bidder's unit bid prices are reasonable.

- 1.2. **Rejection.** The Owner will reject the Contract if:
- Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future bids for the same Contract.
 - The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids for the same Contract.
 - The lowest bid is higher than the Owner's estimate and re-advertising for bids may result in a lower bid.
 - Rejection of the Contract is in the best interest of the Owner.

- 1.3. **Deferral.** The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the bid guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract:

- 4.1. **Contract.** Executed by Contractor and Surety.

- 4.2. **Bonds.** Executed performance bond and payment bond in the full amount of the Contract price with powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than \$25,000	None
\$25,000 to \$100,000	Payment
More than \$100,000	Performance and Payment

- 4.3. **Insurance.** Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable Certificate of Insurance.

Provide the Owner with a Certificate of Insurance verifying the types and amounts of coverage shown in Table 2. The Certificate of Insurance must be in a form approved by the Owner. Any Certificate of Insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than: \$600,000 each occurrence
Business Automobile Policy	Not Less Than: \$600,000 combined single limit
Workers' Compensation	Not Less Than: Statutory
All Risk Builder's Risk Insurance (For building-facilities Contracts only)	100% of Contract Price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor's coverage.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities Contracts, provide All Risk Builder's Risk Insurance to protect the Owner against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Owner under the Lost Payable Clause.

For Contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the State and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this section will not be measured or paid for directly but will be subsidiary to pertinent items.

- 4.4. **Railroad Documents.** Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

5. **FAILURE TO ENTER CONTRACT**

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in design of the work.

6. **APPROVAL AND EXECUTION OF CONTRACT**

The Contract will be approved and signed under authority of the Owner.

7. **RETURN OF BID GUARANTY**

The bid guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. **BEGINNING OF WORK**

Do not begin work until authorized in writing by the Owner.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

9. **ASSIGNMENT OF CONTRACT**

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. **EXCLUDED PARTIES**

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or by any state or federal agency.

Item 4L

Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Owner. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges.

Work with the Owner to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator, while formal partnering uses the services of a facilitator (internal or external).

3.1. Procedures for Partnering Meetings and Format. Informal partnering is required, unless formal partnering is mutually agreed to instead of the informal partnering.

3.2. Facilitators. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. Internal Facilitators. An Owner or Contractor internal (staff) facilitator may be selected as the facilitator at no additional cost to either party.

3.2.2. External Facilitators. A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. Meetings and Arrangements. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances, including, but not limited to, audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to, Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

- 3.4. **Payment.** Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9.7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including, but not limited to, meals, travel, and lodging. Owner facilitators, if available, may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9.7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more or less than 25% from the original Contract quantity.

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 types of differing site conditions are defined as:

those that differ materially from those indicated in the Contract and
unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor when the Owner discovers differing site conditions. Unless directed otherwise, do not work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

6. REQUESTS FOR ADDITIONAL COMPENSATION

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Owner an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Owner to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

The Owner will not consider fees and interest on requests for additional compensation. Fees include, but are not limited to: preparation, attorney, printing, shipping, and various other fees.

Damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing

additional work are not considered damages. For Contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Owner, submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner.

If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

- 6.1. **Standby Equipment Costs.** Payment will be made in accordance with Section 9.7.1.4.3., "Standby Equipment Costs."
- 6.2. **Project Overhead.** Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options:
- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
 - actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

- 6.3. **Home Office Overhead.** The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owners's goal is to have a dispute settled by the Engineer before elevating it as a claim.

If a dispute cannot be resolved, initiate the Contract claim procedure by filing a Contract claim after the completion of the Contract or when required for orderly performance of the Contract. Submit the claim to the Owner in accordance with state law.

For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L

Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work on behalf of the Owner. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as indicated in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No ¹
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No ^{1,2}
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer

certify that the temporary works are constructed according to the sealed drawings.

2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, in the opinion of the Engineer.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract (including additional plans for non-site-specific work). Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's approval. Work performed beyond the lines and grades shown on the plans or any extra work performed without approval is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

- 3.1. **Acceptance of Defective or Unauthorized Work.** When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract price.

- 3.2 **Correction of Defective or Unauthorized Work.** When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Engineer has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans (including additional plans for non-site-specific work), special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L through 9L and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary to administer the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work.

The Engineer may suspend the work without suspending working day charges until the Contractor complies with this requirement. All work associated with fulfilling this requirement is subsidiary to the various items of the Contract and no direct compensation will be made.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to active fire hydrants at all times unless approved by the Engineer.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

- 8.1. **Project-Specific Information.** Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.
- 8.2. **Right of Entry Agreement (if required).** The process for obtaining a fully executed ROE Agreement will be as follows:
- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction Contract.
 - Partially execute the ROE Agreement and return it to the Department with the required insurance attached.
 - The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
 - Once the Owner has received the fully-executed ROE Agreement from the railroad company, the Owner will forward the fully-executed ROE Agreement to the Contractor.

9. CONSTRUCTION SURVEYING

Use Method A unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Maintain the integrity of control points. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become due to the Contractor. Replace right of way markers under the direction of a RPLS. This work will be subsidiary to pertinent items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

- 9.1. **Method A.** The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control. At a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 miles in length. For projects greater than 2 miles in length, monuments will be set in pairs of 2 at a minimum of 2 miles based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

- 9.2. **Method B.** The Engineer will set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.
- 9.3. **Method C.** Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection, or lack of inspection, will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition. This work will not be paid for directly but will be considered subsidiary to items of the Contract.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

12. FINAL ACCEPTANCE

12.1. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.1.1. **Work Completed.** Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

12.1.2. **Final Inspection.** After all work is complete, the Contractor will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible, and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise approved. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.1.3. Final Measurement. Final measurements and pay quantity adjustments may be made after final acceptance.

12.1.4. Removal of Traffic Control Devices. Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

Item 6L

Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

- 1.1. **Buy America.** Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:
- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater;
 - the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
 - the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

- 1.2. **Convict Produced Materials.** Materials produced by convict labor may only be incorporated in the work if such materials have been:
- Produced by convicts who are on parole, supervised release, or probation from prison; or
 - Produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this article, the Owner may have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be re-inspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is subsidiary to the item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location (PSL), replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that specification.

10. HAZARDOUS MATERIALS

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the owner may contain hazardous materials. Except when the contract includes bid items for the contractor to remove hazardous materials, the Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part

during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. **Painted Steel Requirements.** Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. **Paint Removed by Third Party.** The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. **Paint Removed by the Contractor.** This work may only be performed by a firm or company with one of the following certifications:

- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, "Field Cleaning and Painting Steel."

10.2. **Removal and Disposal of Painted Steel.** Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, "Removing Structures," and Item 497, "Sale of Salvageable Material."

- 10.3. **Asbestos Requirements.** The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.
- 10.4. **Work Performed by a Third Party.** When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L

Legal Relations and Responsibilities

1. SAFETY

- 1.1. **Point of Contact.** Designate a Contractor Safety Point of Contact (CSPOC). The Owner will assign an Owner employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).
- The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.
- 1.2. **Safety Preconstruction Meeting.** In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference." Attendees for this safety preconstruction meeting will be:
- the Contractor,
 - subcontractors,
 - Owner,
 - local law enforcement, and
 - other personnel that play an active role on the project.
- 1.3. **Public Safety and Convenience.** Ensure the safety and convenience of the public and property as provided in the Contract and as directed by the Engineer. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.
- Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.
- Provide qualified flaggers in accordance with Item 7.2.6.2., "Flaggers," for the safety and convenience of the traveling public and workers, as directed.
- If the Engineer determines that any of the requirements of this article have not been met, the Engineer may take any necessary corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.
- 1.4. **Use of Blue Warning Lights.** Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.
- 1.5. **Barricades, Warning and Detour Signs, and Traffic Handling.** Provide, install, move, replace, maintain, clean, and remove all traffic control devices in accordance with the traffic control devices specifications and

as shown on the plans and as directed. If details are not shown on the plans, provide devices and work in accordance with the TMUTCD and as directed by the Engineer. When authorized or directed by the Engineer, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, traffic control in accordance with the TMUTCD may be used for minor operations as approved. Removal or relocation of project limit advance warning signs does not imply final acceptance.

2. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

3. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7.6., "Preservation of Cultural and Natural Resources and the Environment."

4. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

5. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

6. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

- 6.1. **Cultural Resources.** Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.
- 6.2. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3).** The Contractor is responsible for filing the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.
- 6.3. **Work in Waters of the United States.** For work in the right of way, the Owner will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.
- 6.4. **Work in Navigable Waters of the United States.** For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.
- 6.5. **Work Over the Recharge or Contributing Zone of Protected Aquifers.** Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by the TCEQ. Use best management practices and perform work in accordance with Contract requirements.
- 6.6. **Project-Specific Locations.** For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:
- Occupational Safety and Health Administration,
 - Texas Commission on Environmental Quality,
 - Texas Department of Transportation,
 - Texas Historical Commission,
 - Texas Parks and Wildlife Department,
 - Texas Railroad Commission,
 - U.S. Army Corps of Engineers,
 - U.S. Department of Energy,
 - U.S. Department of Transportation,
 - U.S. Environmental Protection Agency,
 - U.S. Federal Emergency Management Agency, and
 - U.S. Fish and Wildlife Service.
- All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within public right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

8. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including Owner employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities with jurisdiction.

9. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

10. USING EXPLOSIVES

Do not endanger life or property. The contractor is required to submit a written Blasting Plan if required by the plans or requested by the Engineer. The Owner retains the right to reject the blasting plan. Store all explosives securely and clearly mark all storage places with "DANGER – EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least a 48-hr. advance notice to the appropriate Road Master before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

11. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

12. ASBESTOS CONTAINING MATERIAL

In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Owner of demolition or renovation to the structures listed on the plans at least 30 calendar days before initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load-bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days before initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Owner will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation, or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in enough time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission by the Engineer. Repair all openings as directed by the Engineer. Payment for repair of surfaces opened by permission will be made in accordance with pertinent items or Article 4.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid directly but will be subsidiary.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502, "Barricades, Signs, and Traffic Handling." The following sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

- 16.1. **Overweight Construction Traffic Crossing Structures.** The Engineer may allow crossing of a structure not open to the public within the work locations, when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings.

Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

- 16.2. **Construction Equipment Operating on Structures.** Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review and approval. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

- 16.3. **Loads on Structures.** Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

- 16.4. **Hauling Divisible Overweight Loads on Pavement Within the Work Locations.** The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed. Repair damage to existing facilities or work caused by Contractor operations at the

Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. **Reimbursable Repair.** Except for damage to appurtenances listed in Section 7.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances.**

17.2.1. **Unreimbursed Repair.** Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. **Reimbursed Repair.** Reimbursement will be made for repair of damage due to the causes listed in Section 7.17.1., "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

17.3. **Roadways and Structures.** Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. **Detours.** The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. **Relief from Maintenance.** The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

- 17.5.1. **Isolated Work Locations.** For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.
- 17.5.2. **Work Except for Vegetative Establishment and Test Periods.** When all work for all or isolated work locations has been completed, including work for Article 5.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.
- 17.5.3. **Work Suspension.** When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.
- 17.5.4. **When Directed by the Engineer.** The Engineer may relieve the Contractor from the responsibility for maintenance when directed.
- 17.6. **Basis of Payment.** When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent items or Article 4.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. Definitions.

18.1.1. **Electrical Work.** Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes," and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low voltage and inherently power limited circuits such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work as long as no wiring, wiring connections, or conduit work is done at the time of assembly and placement.

- 18.1.2. **Specialized Electrical Work.** Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:
- pump stations,
 - moveable bridges,
 - ferry slips,
 - motor control centers,
 - facilities required under Item 504, "Field Office and Laboratory,"
 - rest area or other public buildings,
 - weigh-in-motion stations,
 - electrical services larger than 200 amps,
 - electrical services with main or branch circuit breaker sizes not shown in the Contract, and
 - any 3-phase electrical power.
- 18.1.3. **Certified Person.** A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Owner. Submit a current and valid certification upon request.
- 18.1.4. **Licensed Electrician.** A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.
- The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.
- The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:
- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.
- 18.2. **Work Requirements.** The qualifications required to perform electrical work and specialized electrical work are listed in Table 2.

Table 2
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement, etc.)	Licensed electrician or workers directly supervised by a licensed electrician

A licensed electrician must be physically present during all electrical work when Table 2 states that workers are to be directly supervised by a licensed electrician or certified person.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, "Electrical Conductors."

Item 8L

Prosecution and Progress

1. PROSECUTION OF WORK

Unless otherwise shown in the Contract, begin work within 30 calendar days after the authorization date to begin work as shown on the Notice to Proceed. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown in the Contract documents, work may be prosecuted in concurrent phases if no changes are required in the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner, or any state or federal agency.

For federally funded Contracts, ensure the required federal documents are physically attached to each subcontract agreement including all tiered subcontract agreements.

For all DBE/HUB/SBE subcontracts including all tiered DBE/HUB/SBE subcontracts, submit a copy of the executed subcontract agreement.

Submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts when requested.

- 2.1. **Construction Contracts.** Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State or local funded Contract) excluding any items determined to be specialty items. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as directed by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;

- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and
- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this section.

- 2.2. **Payments to Subcontractors.** Report payments for DBE/HUB/SBE subcontracts including tiered DBE/HUB/SBE subcontracts in the manner as prescribed by the Owner.
- 2.3. **Payment Records.** Make payment records, including copies of cancelled checks, available for inspection by the Owner. Submit payment records upon request. Retain payment records for a period of 3 yr. following completion of the Contract work or as specified by the Owner.

Failure to submit this information to the Engineer by the 20th day of each month will result in the Owner taking actions, including, but not limited to, withholding estimates and suspending the work. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedules assume generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Owner will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Owner's conceptual time schedule.

The number of working days is established by the Contract. Working day charges will begin 30 calendar days after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

- 3.1. **Working Day Charges.** Working days will be charged in accordance with Section 3.1.4., "Standard Workweek," unless otherwise shown in the Contract documents. Working days will be computed and charged in accordance with one of the following:
- 3.1.1. **Five-Day Workweek.** Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
- 3.1.2. **Six-Day Workweek.** Working days will be charged Monday through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

- 3.1.3. **Seven-Day Workweek.** Working days will be charged Monday through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission. If work is performed on any of these holidays requiring an Inspector to be present, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
- 3.1.4. **Standard Workweek.** Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work **underway**, as determined by the Engineer, for a continuous period of at least 7 hr. between 7 A.M. and 6 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
- 3.1.5. **Calendar Day.** Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.
- 3.1.6. **Other.** Working days will be charged as shown in the Contract documents.
- 3.2. **Restricted Work Hours.** Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this article unless otherwise shown in the Contract documents.
- 3.3. **Nighttime Work.** Nighttime work is allowed only when shown in the Contract documents or as directed. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.
- 3.3.1. **Five-, Six-, and Seven-Day Workweeks.** Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.
- 3.3.2. **Standard Workweek.**
- 3.3.2.1. **Nighttime Work Only.** When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," unless otherwise shown in the Contract documents.
- 3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector.** When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract documents. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., "Nighttime Work Only."
- 3.4. **Time Statements.** The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges and future consideration of that statement will not be permitted.

4. Temporary Suspension of Work or Working Day Charges

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

Contractor shall not be allowed to claim down-time or personnel and equipment delay charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules. Project schedules are used to convey the Contractor's intended work plan to the Owner. Prepare project schedules with a level of effort sufficient for the work being performed. Project schedules will not be used as a basis to establish the amount of work performed or for the preparation of the progress payments.

5.1. **Project Scheduler.** Designate an individual who will develop and maintain the progress schedule. The Project Scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule at the Preconstruction Meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Construction Details.** Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract documents. At a minimum, prepare the progress schedule. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

5.3. **Schedule Format.** Format all project schedules according to the following:

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project;
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity; and
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- Clearly and accurately identify the critical path as the longest continuous path;
- Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format.** For each activity on the project schedule provide:

- A concise description of the work represented by the activity;
- An activity duration in whole working days;
- Code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

5.5. **Schedule Types.**

5.5.1. **Bar Chart.** Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews.** Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method.** Prepare and submit the schedule using the CPM.

5.5.2.1. **Preliminary Schedule.** Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing work to be performed within the first 90 calendar days of the project.

5.5.2.2. **Baseline Schedule.** The baseline schedule will be considered the Contractor's plan to successfully construct the project within the time frame and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 plots of the schedule: one organized with the activities logically grouped using the activity coding; and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days of the project unless the time for submission is extended.

5.5.2.2.1. **Review.** Within 15 calendar days of receipt of the schedule, the Engineer will evaluate, and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day of the project unless the time for submission is extended.

5.5.2.3. **Progress Schedule.** Maintain the project schedule for use by both the Contractor and the Engineer. Submit both the plotted and electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (such as holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity

(or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- The actual start dates for activities started;
- The actual finish dates for activities completed;
- The percentage of work completed and remaining duration for each activity started but not yet completed; and
- The calendars to show days actual work was performed on the various work activities.

The cut-off day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR).** When shown on the plans, provide the PSSR instead of the narrative required in Section 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. **Notice of Potential Time Impact.** Submit a "Notice of Potential Time Impact" when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the time frames outlined above will compromise the Owner's ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis.** When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps:

- **Step 1.** Establish the status of the project immediately before the impact.
- **Step 2.** Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3.** Track the effects of the impact on the schedule during its occurrence.
- **Step 4.** Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved, Steps 1, 3, and 4, must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will only be considered when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

7. DEFAULT OF THE CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- is uncooperative, disruptive or threatening,
- fails to perform the work in accordance with the Contract requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the Engineer's approval,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do

so,

- fails to conduct the work in an acceptable manner, or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. The Owner will also provide written notice of default to the Surety. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Working day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Section 8.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations.

The Owner will determine the method used for the completion of the remaining work as follows:

- **Contracts without Performance Bonds.** The Owner will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
- **Contracts with Performance Bonds.** The Owner will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8.2., "Subcontracting," and abide by the DBE/HUB/SBE commitments previously approved by the Owner.

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

- 7.2. **Wrongful Default.** Submit a written request to the Owner within 14 calendar days of receipt of the notice of default for consideration of wrongful default.

The Owner will determine if the Contractor has been wrongfully defaulted, and will proceed with the following: If the Owner determines the default is proper, the default will remain. If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure." If the Owner determines it was a wrongful default, the Owner will terminate the Contract for convenience, in accordance with Article 8.8., "Termination of the Contract."

8. TERMINATION OF THE CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the Owner or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. **Procedures and Submittals.** The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice;
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved;
- terminate all subcontracts to the extent they relate to the work terminated;
- complete performance of the work not terminated;
- settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. **Settlement Provisions.** Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs including:

- all work completed at the unit bid price and partial payment for incomplete work;

- the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts;
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- other expenses acceptable to the Owner.

Item 9L

Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

- 1.1. **Linear Measurement.** Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

- 1.2. **Volume Measurement.** Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

- 1.3. **Weight Measurement.** Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

- 1.3.1. **Hauling on Routes Accessible to the Traveling Public.** For payment purposes on haul routes accessible to the traveling public, the net weight of the load will be calculated as follows:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

- 1.3.2. **Hauling on Routes Not Accessible to the Traveling Public.** For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual item is less than \$250 and the item is not originally a plans quantity item, then the item may be paid as a plans quantity item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that item, except as provided for in Article 4.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the item of work under the Contract. Until final acceptance in accordance with Article 5.12., "Final Acceptance," assume liability for completing the work according to the Contract documents and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage as approved. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

MOH WILL NOT BE PAID.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these records daily, signed by the Contractor's representative, for verification by the Engineer. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than \$10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

- 7.1. **Markups.** Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.
- 7.1.1. **Labor.** Compensation will be made for payroll rates for each hour that the labor, foremen, or other approved workers are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.
- 7.1.2. **Insurance and Taxes.** An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.
- 7.1.3. **Materials.** Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

- 7.1.4. **Equipment.** Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

- 7.1.4.1. **Contractor-Owned Equipment.** For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hours will be paid during a 24-hour day, nor more than 40 hours per week, nor more than 176 hours per month, except when time is computed using a six-day or seven-day workweek. When using a six-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 48 hours per week, nor more than 211 hours per month. When using a seven-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 56 hours per week, nor more than 246 hours per month.

- 7.1.4.2. **Equipment Not Owned by the Contractor.** For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable *Rental Rate Blue Book* rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

- 7.1.4.3. **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that:

- 7.1.4.3.1. **Contractor-Owned Equipment.** For Contractor-owned machinery, trucks, power tools, or other equipment:
- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
 - Standby costs will not be allowed during periods when the equipment would have otherwise been idle.
- 7.1.4.3.2. **Equipment Not Owned by the Contractor.** For equipment rented from a third party not owned by the Contractor:
- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to

comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.

- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. **Subcontracting.** An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.

7.1.6. **Law Enforcement.** An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

7.1.7. **Railroad Flaggers.** An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.

7.1.8. **Bond Cost.** An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner will not withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Owner; and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

III-B

SAFETY STANDARD AND ACCIDENT PREVENTION

SAFETY STANDARD AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), including but not limited to OSHA Standards.
- b. Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of person (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- c. Shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occurs as a result of his prosecution of the works. The City of Socorro may require additional safety and health measures as it may determine to be reasonably necessary. Accident prevention measures such as safety training and education, proper illumination, fire prevention, and provisions of personal protective equipment shall comply with OSHA Standards.

An OSHA package will be furnished to the Contractor at the required preconstruction meeting before a Notice to Proceed is issued on this project.

III-C

TRENCH SAFETY SYSTEM REQUIREMENTS

TRENCH SAFETY SYSTEM
(FOR PROJECTS WHERE TRENCHING IS INVOLVED)

A. GENERAL DUTIES AND RESPONSIBILITIES

- a) The Contractor shall be required to install a Trench Safety System to provide for the safe excavation of all trenches exceeding a depth of five feet (5'), as per Occupational Safety and Health Act (OSHA) standards.
- b) It shall be the duty and responsibility of the Contractor and all its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651 et seq., the Occupational Safety and Health Act (OSHA) of 1970, and all amendments thereto, and to enforce and comply with all the provisions of this Act. In addition, on projects in which trench excavation will exceed a depth of five feet (5'), the Contractor and all subcontractors shall comply with all requirements of 29 C.F.R. Secs. 1926.651 and 1926.652, OSHA Safety and Health Standards, which are more fully described herein, and shall require a pay item classification, as described below.
 - 1) The Contractor will be required to submit three (3) sets of a Trench Safety System to the Planning Director for review within twenty-one (21) consecutive calendar days after notification that he has been awarded the contract. Submitted plans and specifications will be considered part of the bid documents and will become part of the contract documents.
 - 2) Submitted plans must be signed and sealed by a professional registered in the State of Texas, with professional experience in Geotechnical Engineering. The Contractor is responsible for obtaining borings and soil analysis, as required for the design and preparation of the Trench Safety System. The Trench Safety System shall be designed in conformance with OSHA standards and regulations.
 - 3) No trenching in excess of five feet (5') below existing grade will be allowed until the Trench Safety System is reviewed. Changes in the Trench Safety System after initiation of construction will not be considered as a basis for an **extension of time** or change order. Each change will require the same review process, as per the original Trench Safety System.
 - 4) The Contractor accepts sole responsibility for compliance with all applicable safety requirements. The review is only for general conformance with OSHA safety standards; and review of the Trench Safety System does not relieve the Contractor of responsibility for any or all construction means, methods, techniques and procedures.
 - 5) Any property damage or bodily injury, including death that arises from use of the trench or from the Owner's failure to note exceptions to the Trench Safety System shall remain the sole responsibility and liability of the Contractor.

- 6) Contractors have three (3) generally accepted methods or combination thereof to meet OSHA standards for Trench Safety System:
 - a) Minimum angle of repose for sloping of the sides of excavations.
 - b) Utilization of trench box.
 - c) Shoring, sheeting, and bracing methods.
- 7) Contractors electing to utilize the minimum angle of repose must submit:
 - a) Soil classification according to the Unified Soil Classification System, including water content and plasticity index, a minimum angle of the slope of excavation for the trench.
 - b) A detailed plan of the excavation area and the impact on existing right-of-way and infrastructure.
- 8) Contractors electing to utilize a trench box must submit physical dimensions, materials, position in the trench, expected loads and the strength of the box.
- 9) Contractors electing to utilize shoring, sheeting, and bracing must submit dimensions and materials of all uprights, stringers, cross-bracing and spacing required to meet OSHA requirements. No claims for delay will be permitted.
- 10) The Planning Director has the authority to request for review all design data, calculations and information pertinent to the Trench Safety Systems.

B. INDEMNIFICATION

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS EMPLOYEES AND AGENTS FROM ANY AND ALL DAMAGES, COSTS (INCLUDING, AND WITHOUT LIMITATION, LEGAL FEES, COURT COSTS AND THE COST OF INVESTIGATION), JUDGEMENTS OR CLAIMS BY ANYONE, FOR INJURY OR DEATH OF PERSONS RESULTING FROM THE COLLAPSE OR FAILURE OF TRENCHES CONSTRUCTED UNDER THE CONTRACT.

THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY PROVISION PROVIDES INDEMNITY FOR THE OWNER IN THE EVENT THAT A CLAIM IS MADE THAT THE OWNER IS NEGLIGENT EITHER BY ACT OR OMISSION IN PROVIDING FOR TRENCH SAFETY, INCLUDING, BUT NOT LIMITED TO, INSPECTIONS, FAILURE TO ISSUE STOP WORK ORDERS, AND THE HIRING OF THE CONTRACTOR.

C. DESCRIPTION

This item shall govern the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project, including all additional excavation and backfill necessitated by the safety system. The Trench Safety System shall be suitable for construction of pipelines, utilities, etc., that are installed below grade and shall be sufficient to fully protect public or private property, including other existing utilities and structures below, or above grade. Trench Safety Systems include, but are not limited to, sloping of sides of excavation, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

The Contractor shall be responsible for the design of Trench Safety Systems and procedures such as the use of sheet piling, shoring or other means of temporary support to protect existing buildings, streets, highways, water conveying structures or any other structures. In the case of existing utilities, the Contractor may elect to remove the utilities under the stipulated condition that the removal and subsequent replacement of these utilities shall meet with the approval of the Engineer, the Owner, the Utility Owner, and all agencies having jurisdiction of the structure or property. In all cases, the Contractor shall be fully responsible for the protection of public, or private property, and for the protection of any person or persons who, as a result of the Contractor's work, may be injured.

D. CONSTRUCTION METHODS

Trench Safety Systems shall be accomplished in accordance with the detailed specifications set out in the provisions for Excavations, Trenching, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29 CFR, Part 1926, Subpart P, as amended, including proposed Rules published in the Federal Register (Volume 52, No. 72) on Wednesday, April 15, 1987. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-653.

Legislation that has been enacted by the Texas Legislature (H. B. No. 662 and H. B. No. 665) with regard to Trench Safety Systems, hereby incorporated by reference, into these specifications.

E. SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavations together with the trench excavation plans for Trench Safety Systems. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavations.

F. PAY ITEM

Measurement: Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

Payment: Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of Trench Safety Systems. Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all design, testing, inspection, excavation, and backfill required to furnish, install, maintain and remove all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; for required compaction; and for all other labor, material, tools, equipment, and incidentals necessary to complete the Trench Safety Systems work.

G. INSPECTION

The Contractor shall provide a qualified person to make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. The Contractor shall maintain a permanent record of daily inspections, and submit a weekly report to the Planning Director.

If evidence of possible cave-ins or slides is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility, and prerogative of the Contractor, not the Owner or the Owner's designated representative, to determine the specific applicability of the designed Trench Safety Systems to each field condition encountered on the project.

H. EMERGENCIES

In any emergency situation which may threaten or affect the safety or welfare of persons or property, the Contractor shall act at his discretion to prevent possible damage, injury, or loss. Any additional compensation or extension of time claimed for such action shall be considered in view of the cause of the emergency and in accordance with Paragraph 5.7 of the General Conditions of the Contract, Protection of Work and Property Emergency.

**SD
SPECIFICATION DATA LIST**

SPARKS ARROYO ONION FIELD BASIN – PHASE I

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION NOVEMBER 1, 2014.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

ITEMS 1L TO 9L INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 100 PREPARING ROW

ITEM 110 EXCAVATION (132)

ITEM 132 EMBANKMENT (100)(160)(204)(210)(216)(260)(400)

ITEM 247 FLEXIBLE BASE (105)(204)(210)(216)(520)

ITEM 275 CEMENT TREATMENT (204)(210)

ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY) (300)(301)(320)(520)
(585)

ITEM 402 TRENCH EXCAVATION PROTECTION

ITEM 420 CONCRETE SUBSTRUCTURES (421)(427)(440)

ITEM 432 RIPRAP (420)(421)(431)(440)

ITEM 459 GABIONS AND GABION MATTRESSES

ITEM 462 CONCRETE BOX CULVERTS AND DRAINS (400)(420)(421)(440)(464)

ITEM 466 HEADWALLS AND WINGWALLS (400)(420)(421)(440)

ITEM 500 MOBILIZATION

ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL
CONTROLS (161)(432)(556)

ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (247)(260)(263)
(275)(276)(292)(316)(330)(334)(340)(360)(421)(440)

ITEM 540 METAL BEAM GUARD FENCE (421)(441)(445)

ITEM 544 GUARDRAIL END TREATMENTS

ITEM 550 CHAIN LINK FENCE (421)(445)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE
----- PRECEDENCE OVER THE SPECIFICATIONS
ENUMERATED HEREON WHEREVER IN CONFLICT
THEREWITH.

SPECIAL PROVISION TO ITEM 110 (110---001L)

SPECIAL PROVISION TO ITEM 506 (506---001L)

SPECIAL SPECIFICATIONS:

SS 5026 ASBESTOS ABATEMENT

SS 7098 WATER AND SANITARY SEWER SYSTEMS

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

SS

SPECIAL SPECIFICATIONS

SP

SPECIAL PROVISIONS