

CITY OF PAMPA

PAMPA E.D.C.

SPECIFICATIONS AND CONTRACT DOCUMENTS

Improvement of Downtown Brick Valley Gutters, Phase 1 (2016)



CONTRACT NO. 15.05.D

MAYOR

Brad Pingel

COMMISSIONERS

Robert Dixon

Karen McLain

Chris Porter

John Studebaker

Shane Stokes – City Manager
Donny Hooper – Director of Public Works
Jildardo Arias, P.E. – City Engineer

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IMPROVEMENT OF DOWNTOWN BRICK VALLEY GUTTERS, PHASE 1

CONTRACT NO. 15.05.D

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NOTICE TO BIDDERS

Sealed bids addressed to the City of Pampa, Texas, will be received at the Office of the City Secretary, P. O. Box 2499, Pampa, Texas 79066-2499, until 11:00 A.M., March 23, 2016, for furnishing all necessary materials, machinery, equipment, superintendency and labor for "IMPROVEMENT OF DOWNTOWN BRICK VALLEY GUTTERS, PHASE 1" on new stamped concrete valley gutters at 6 downtown intersections. Bids shall be enclosed in a sealed envelope marked "IMPROVEMENT OF DOWNTOWN BRICK VALLEY GUTTERS, PHASE 1 BID ENCLOSED" and show day and time of bid opening. Facsimile or email bids will not be accepted. Bids may be hand delivered to the Office of the City Secretary, Room 205, City Hall, 200 W. Foster Ave., Pampa, Texas. The City Commission will consider awarding the project during the March 28, 2016 Commission Meeting.

Bidders shall submit their bids on the form attached to the Specifications.

The successful Bidder must furnish a Payment Bond on the form attached to the Specifications in the amount of 100% of the total contract price from a Surety Company approved by the Owner holding a permit from the State of Texas to act as Surety or other Sureties acceptable to the Owner.

All lump sum and unit prices must be stated in both script and figures. The Owner reserves the right to accept or reject any or all bids and to waive informalities and technicalities. In case of ambiguity or lack of clearness in stating the prices in the bids, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. The contract will be awarded to the lowest responsible bidder.

Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions under which the work is to be done. The contractor shall comply with all State and Federal regulations regarding wages and conditions of employment, including, but not limited, to those rules and regulations set forth or referred to in the Specifications.

Bids will be immediately opened and read aloud in the City Commission Chamber (Third Floor City Hall). Information for Bidders, Bid Forms, Specifications and Plans are on file with the City Engineering Office (Second Floor, Jildardo Arias 806-669-5750, City Hall), 200 West Foster, Pampa, Texas 79065. No charge for plans and specifications to qualified bidders.

/s/ Karen Price
City Secretary

PUBLISH:
February 27, 2016
March 5, 2016

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Proposal

Date: _____

TO: The Honorable Mayor and City Commissioners
City of Pampa
P.O. Box 2499
Pampa, TX 79066-2499

Gentlemen:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the form of contract, notice to bidders, Specifications and the Plans therein referred to, and has carefully examined the classes of materials for the proposed work; and agrees that he will provide, furnish and deliver all the materials called for in contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as set forth.

It is understood that the following quantities of items are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of materials to be furnished at unit prices may be increased or diminished as may be considered necessary in the opinion of the Engineer to stay with the necessary budget or to complete the work fully as planned and decrease in plan quantities, are to be supplied at the unit prices set forth below except as provided for in the specifications.

It is understood that the Owner reserves the right to reject any and all bids.

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Addenda

Bidder has examined the Bid Documents and is hereby acknowledging the receipt of the following addenda. (List addenda by number and date.)

BASE BID

Item No.	Approx. Quantity	Unit	Description of Item and Unit Price	Bid Price
1	1	LS	MOBILIZATION/DEMOBILIZATION, including insurance, payment bond and move-in/move-out related costs, for the BID UNIT PRICE @ _____ Dollars and _____ Cents (\$ _____)	\$ _____
2	1,460	SF	CONSTRUCTION OF CONCRETE STAMPED & COLORED VALLEY GUTTER AT INTERSECTION No. 1, FOSTER & GRAY, including all work as specified herein, for the BID UNIT PRICE @ _____ Dollars and _____ Cents (\$ _____)	\$ _____
3	528	SF	CONSTRUCTION OF TWO NEW ADA RAMPS AT INTERSECTION No. 1, FOSTER & GRAY, including curb & gutter, adjacent concrete work, and all work as specified herein, for the BID UNIT PRICE @ _____ Dollars and _____ Cents (\$ _____)	\$ _____
4	1,431	SF	CONSTRUCTION OF CONCRETE STAMPED & COLORED VALLEY GUTTER AT INTERSECTION No. 2, FOSTER & SOMERVILLE, including all work as specified herein, for the BID UNIT PRICE @ _____ Dollars and _____ Cents (\$ _____)	\$ _____
5	639	SF	CONSTRUCTION OF TWO NEW ADA RAMPS AT INTERSECTION No. 2, FOSTER & SOMERVILLE, including curb & gutter, adjacent concrete work, and all work as specified herein, for the BID UNIT PRICE @ _____ Dollars and _____ Cents (\$ _____)	\$ _____

BASE BID

6 2,514 SF CONSTRUCTION OF TWO (2) CONCRETE STAMPED & COLORED VALLEY GUTTER AT INTERSECTION No. 3, KINGSMILL & CUYLER, including all work as specified herein, for the BID UNIT PRICE @ _____ Dollars and _____ Cents (\$ _____) \$ _____

7 1,557 SF CONSTRUCTION OF CONCRETE STAMPED & COLORED VALLEY GUTTER AT INTERSECTION No. 4, FRANCIS & CUYLER, including all work as specified herein, for the BID UNIT PRICE @ _____ Dollars and _____ Cents (\$ _____) \$ _____

8 1,056 SF CONSTRUCTION OF CONCRETE STAMPED & COLORED VALLEY GUTTER AT INTERSECTION No. 5, FRANCIS & FROST, including all work as specified herein, for the BID UNIT PRICE @ _____ Dollars and _____ Cents (\$ _____) \$ _____

TOTAL BASE BID \$ _____

ALTERNATE BIDS

Note: These alternate bids are to be used for the basis of price adjustments

Item No.	Unit	Description of Item and Unit Price	Bid Unit Price
A1-1	SF	CONSTRUCTION OF ADA RAMP, including spandrel, curb & gutter, detectable warning strip and work in accordance with these specifications	\$ _____
A1-2	LF	CONSTRUCTION OF 6-in CURB & GUTTER, 2 FT WIDE	\$ _____
A1-3	LF	CONSTRUCTION OF 9-in CURB & GUTTER, 2 FT WIDE	\$ _____
A1-4	SF	CONSTRUCTION OF 4-in THICK CONCRETE PAD/SIDEWALK	\$ _____
A1-5	SF	CONSTRUCTION OF ADDITIONAL QUANTITIES OF CONCRETE STAMPED & COLORED VALLEY GUTTER, as required to provide for the correct installation of Valley Gutters shown on plans, quantities to be added to what is shown on plans	\$ _____

NOTE:

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities

ALTERNATE BIDS

END OF BIDS

NON-COLLUSION AFFIDAVIT

A notarized sworn statement shall be attached to any competitive bid submitted to the City of Pampa for goods or services, which shall be in substantially the following form:

STATE OF §
 §
COUNTY OF §

_____, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. (S)He is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

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

Notary Public in the State of:

My Commission Expires: _____

SEAL:

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**CERTIFICATION OF BIDDER
OF
COMPLIANCE TO TEXAS STATE LAW**

Section 2252.001-2252.004 of the Texas Government Code defines a resident bidder as “a person whose principal place of business is in the state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state”. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that Bidder.

Resident Bidders must check the box in Section B.

A. Non-resident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than the lowest bid of resident bidders by said state law to obtain a comparable contract in the state in which the undersigned non-resident's principal place of business is located. A copy of the statute is attached.

Non-resident bidders in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate offices are in the State of Texas.

BIDDER:

Company

By (*print*)

Address

Signature

City State Zip

Title (*print*)

Phone

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BIDDER CERTIFICATION OF CORRECT AND FINAL BID

In the event of the award of a contract to the undersigned, the undersigned will furnish performance bond and payment bond as required by law for the full amount of the contract to secure proper compliance with the items and provisions of the contract, to insure and guarantee the work until final completion and acceptance and to guarantee payment of all lawful claims of labor performed and materials furnished in the fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit prices must be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control.

CONTRACTOR

By: _____

Title: _____

Address:

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EXPERIENCE RECORD

TO BE FURNISHED UPON REQUEST

1. List of projects bidder has successfully completed:

Amount of Contract Award	Type of Work	Date Accepted	Name & Address of Owner
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2. List of projects bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Date Accepted	Name & Address of Owner
---------------------------------	---------------------	----------------------	------------------------------------

3. List of Surety Bonds in force on the above completed/uncompleted work:

Amount of Contract Award	Type of Work	Date Accepted	Name & Address of Owner
---------------------------------	---------------------	----------------------	------------------------------------

ACKNOWLEDGEMENT ON NEXT PAGE MUST BE FILLED IN.

EXPERIENCE RECORD CONTINUED

Submitted by _____ (a partnership)
_____ (an individual)
_____ (a corporation)

Address: _____

TO BE FILLED IN BY CORPORATION:

Date Incorporated _____

Under the laws of _____
(State)

Executive officer _____

STATE OF _____

COUNTY OF _____

TO BE FILLED IN BY PARTNERSHIP:

Date Formed _____

Circle whether partnership is general, limited or associated.

List of Members: _____

_____, being duly sworn, deposes and says that (he)(she) is the
_____ of _____

and that the answers to the foregoing questions on the attached forms and all statements therein are true and correct; that the experience record is made a part of this affidavit as though written in full herein, and all statements and answers to questions given in the above-mentioned experience record are true and correct.

Sworn to before me this _____ day of _____, A.D. 20_____.

My commission Expires:

Notary Public, State of _____
County of _____

EQUIPMENT SCHEDULE

TO BE FURNISHED UPON REQUEST

The bidder should list the major equipment which is available and serviceable for use on this work:

Portion of work bidder proposes to sublet (if any): Include Name and Address if other than materials supplier.

Dated at this _____ day of _____, 20_____ .

By: _____
Title: _____

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF _____

THIS AGREEMENT, made and entered into this _____ day of _____, A.D.,
20____, by and between _____

Of the County of _____ and State of Texas, acting through _____
_____ Thereunto duly authorized so to do,

party of the First Par, hereinafter termed Owner, and _____ of the City
of _____, County of _____, and State of _____, Party of
the Second Part, hereinafter termed as contractor.

WITNESSETH: That for and in consideration of the payment and agreements thereafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

IMPROVEMENT OF DOWNTOWN BRICK VALLEY GUTTERS, PHASE 1

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at this (or their) 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 construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda thereof, ad prepared by the CITY OF PAMPA Engineering Department, hereinafter entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 60 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

**** All Work shall be completed before August 15, 2016 unless approved by City.**

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$ 100 per day. Sundays and legal holidays will be included in determining days in default.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

City of Pampa
Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By: _____

By: _____

ATTEST:

ATTEST:

CERTIFICATE OF INSURANCE

TO: _____ DATE: _____

TYPE OF PROJECT: _____

THIS IS TO CERTIFY THAT _____

is, at the date of this certificate, insured by this company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY
Workmen's Compensation			
Public Liability		1 Person \$ _____ 1 Accident \$ _____	
Contingent Liability		1 Person \$ _____ 1 Accident \$ _____	
Property Damage			
Builder's Risk			
Automobile			
Other			

The foregoing policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Description of operations Covered _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or, in case there is no legal requirement, in less than five (5) days after the insured has received such written notice.

INSURER

By: _____

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

ALL MEN BY THESE PRESENTS: That _____ of
the City of _____, County of _____ and State of
_____ as principal, and _____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and
firmly bound unto _____(OWNER), in the penal sum of
Dollars (\$ _____) for the payment whereof, the said Principal and surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
by these presents: WHEREAS: the Principal has entered into a certain written contract with the
Owner, dated the _____ day of _____, 20____ to which contract is hereby
returned to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the
said Principal shall pay all claimants supplying labor and material 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 force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter
2253 of the Government Code of Texas, 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.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract or to the work performed thereunder, or the plans,
specifications or drawings accompanying the same, shall in any way affect its obligation on
this bond, and it does hereby waive notice of any such change, extension of time, alteration
or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument

this _____ day of _____, 20_____

Principal

By: _____

Title: _____

Address: _____

Surety

By: _____

Title: _____

Address: _____

The name and address of the Resident Agent of Surety is:

GENERAL CONDITIONS OF AGREEMENT

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GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

- 1.01 **OWNER, CONTRACTOR AND ENGINEER.** The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The ENGINEER means the ENGINEER or his duly appointed representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.
- 1.02 **CONTRACT DOCUMENTS.** The Contract Documents shall consist of the Notice to CONTRACTORS (advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement, Technical Specifications, Plan, and all modifications thereof incorporated in any of the documents before the execution of the agreement.
- The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to CONTRACTORS, Technical Specifications, Plans and General Conditions of Agreement.
- 1.03 **SUB-CONTRACTOR.** The term SUB-CONTRACTOR, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- 1.04 **WRITTEN NOTICE.** Written Notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- 1.05 **WORK.** The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of material. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.
- 1.06 **EXTRA WORK.** The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR's Proposal, except as provided under "Changes and Alterations", herein.

- 1.07 **WORKING DAY.** A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.
- 1.08 **CALENDAR DAY.** "Calendar Day" is any day of the week or month, no days being excepted.
- 1.09 **SUBSTANTIALLY COMPLETED.** By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

- 2.01 **OWNER-ENGINEER RELATIONSHIP.** The ENGINEER will be the OWNER's representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER's representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of the OWNER's instructions to the CONTRACTOR shall be issued through the ENGINEER.
- 2.02 **PROFESSIONAL INSPECTION BY ENGINEER.** The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions, or negligence of the CONTRACTOR, any subcontractor or any other person, firm or corporation performing or attempting to perform any of the work.
- 2.03 **PAYMENTS FOR WORK.** The ENGINEER shall review CONTRACTOR's applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to the CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER's professional judgement that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract Price.
- 2.04 **INITIAL DETERMINATIONS.** The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER's decision shall be rendered in writing within a reasonable time. Should the ENGINEER fail to make such decision within a reasonable time, appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

- 2.05 **OBJECTIONS.** In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER, within thirty days, his written objection to the decision, and by such action may reserve the right to submit the questions so raised to arbitration as hereinafter provided.
- 2.06 **LINES AND GRADES.** Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspensions will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR's expense.
- 2.07 **CONTRACTOR'S DUTY AND SUPERINTENDENCE.** The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all direction given to him shall be as binding as if given by the CONTRACTOR.

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

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

Any review of work in progress, or any visit or observation during construction, or any clarification of plan and specifications, by the ENGINEER, any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility of the proper performance of his work on the project, including but without limitation the propriety of means and methods of the

CONTRACTOR in performing said contract, and the adequacy of the designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been evident during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR's attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

- 2.08 **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
- 2.09 **CHARACTER OF WORKMEN.** The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER's written consent.
- 2.10 **CONTRACTOR'S BUILDINGS.** The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and sanitary conditions of the grounds in or about such structures shall at all times be maintained in manner satisfactory to the ENGINEER.
- 2.11 **SANITATION.** Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.
- 2.12 **SHOP DRAWINGS.** The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other CONTRACTOR, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER's approval of such drawings or schedules shall not relieve the CONTRACTOR from deviations from drawings or specifications, unless he has in writing called the ENGINEER's attention to such deviations at the time of submission, nor shall relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR's responsibility to fully and completely review all shop drawings to ascertain their affect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any

means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR's performance hereunder.

- 2.13 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to, or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for reexamination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as Extra Work, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing and replacing this work if so directed by the ENGINEER.

- 2.14 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

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

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5, "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 3.01 **KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE.** The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.
- 3.02 **OWNERSHIP OF DRAWINGS.** All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.
- 3.03 **ADEQUACY OF DESIGN.** It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and compliance with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.
- 3.04 **RIGHT OF ENTRY.** The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said Owner may desire.
- 3.05 **COLLATERAL CONTRACTS.** The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.
- 3.06 **DISCREPANCIES AND OMISSIONS.** It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.
- 3.07 **EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT.** The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.
- 3.08 **DAMAGES.** In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER

becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General CONTRACTORS of America except where incompatible with the Federal, State or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR's proposal.

3.11 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove

designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

- 3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.
- 3.15 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances and regulations whether by the CONTRACTOR or his employees, except where violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are a variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.
- 3.16 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER as provided by this Agreement.

3.17 INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgements and costs, including reasonable attorney's fees and expenses, arising out of or resulting from the performance of the work, provided that any such damage, claim, loss, demand, suit, judgement, cost or expense:

- (1) Is attributable to bodily injury, sickness or death to injury to or destruction of tangible property (other than to the work itself) including the loss of use resulting therefrom; and,
- (2) Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any sub-contractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs, or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract, whether such operations be by himself or by them, or by anyone for whose acts any of them may be liable:

- (1) Workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverage;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, claims insured usual bodily injury liability coverages; and
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.18.1 CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of INSURANCE covering all sub-contractors.

4. PROSECUTION AND PROGRESS

- 4.01 TIME AND ORDER OF COMPLETION. It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and season in order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

- 4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR's control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.
- 4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgement of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

5. MEASUREMENT AND PAYMENT

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

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

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

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

5.03 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and materials, and the completion of all work by the CONTRACTOR, and on completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement, less 10 percent of the amount thereof, and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER's option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension if time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR's opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR

shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR's list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

- 5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed, or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.
- 5.07 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or before the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due to the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.
- 5.08 PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate of such extent as may be necessary to protect himself from loss on account of:
- (1) Defective work not remedied.
 - (2) Claims filed or reasonable evidence indicating probable filing of claims.
 - (3) Failure of the CONTRACTOR to make payments properly to sub-contractor or for material or labor.
 - (4) Damage to another contractor.
 - (5) Reasonable doubt the work can be completed for the unpaid balance of the contract amount.
 - (6) Reasonable indication that the work will not be completed within contract time.

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

- 5.09 DELAYED PAYMENT. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) percent per annum, unless otherwise specified, from the date due as provided under "Partial Payment" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments are not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract abandoned by the OWNER and recover compensation as provided under "Abandonment of Contract" unless such payments are withheld in accordance with the provisions of "Payments Withheld."

6. EXTRA WORK AND CLAIMS

- 6.01 CHANGE ORDERS. Without invalidating this agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for extra work, and any change in contract price, as hereinafter set forth for Extra work, and any change in contract time may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may, in writing, instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

- 6.02 MINOR CHANGES. The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving any increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

- 6.03 EXTRA WORK. It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) By agreed Unit Prices; or
- Method (B) By agreed Lump Sum; or
- Method (C) If neither Method (A) or Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the

CONTRACTOR of all workmen, such as foreman, timekeeper, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation changes necessarily included, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds. Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless using 100 percent (unless otherwise specified) of the latest schedule or Equipment Ownership Expense adopted by the Associated General CONTRACTORS of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense and all other elements of cost and expense not embraced within the "actual field cost" as hereinafter defined, save that where the CONTRACTOR's Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operated the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as herein below provided.

- 6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER's decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER's final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.
- 6.05 ARBITRATION. All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and

binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiter shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon the either or both parties. The award of the arbiters must be made in writing.

7. ABANDONMENT OF CONTRACT

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

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

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

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

CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.01.2

The Owner under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed, the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials or supplies which remain on the work site, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.02

ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR (at the prices stated in the attached proposal where unit priced are used), the value of all partially completed work at a fair and equitable price, and the amount of all

Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous by the OWNER and all other sums that may be retained by the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of Agreement. All provisions that are not so amended or supplemented remain in full force and effect.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS OF TERMS

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Contract Documents have the meanings assigned to them in the General Conditions. All references to ENGINEER shall mean City of Pampa and/or its Engineering Department.

SC 1.02 Amend Paragraph 1.02 to read as follows:

CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Bidders (advertisement), General Conditions of Agreement, Supplementary Conditions, Special Conditions, Proposal, signed Agreement, Payment Bond, Technical Specifications, Plan, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Payment Bond, Proposal, Special Conditions, Notice to Bidders, Technical Specifications, Plans, Supplementary Conditions and General Conditions of Agreement.

ARTICLE 2 – RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

SC 2.12 Delete Paragraph 2.12 in its entirety.

ARTICLE 3 – GENERAL OBLIGATIONS AND RESPONSIBILITIES

No amendments to Article 3

ARTICLE 4 – PROSECUTION AND PROGRESS

No amendments to Article 4

ARTICLE 5 – MEASUREMENT AND PAYMENT

No amendments to Article 5

ARTICLE 6 – EXTRA WORK AND CLAIMS

No amendments to Article 6

ARTICLE 7 – ABANDONMENT OF CONTRACT

No amendments to Article 7

END OF SECTION

**SPECIAL CONDITIONS
TO GENERAL CONDITIONS
OF AGREEMENT**

(1) **GENERAL**

This project consists of the removal of brick valley gutters and the construction of new stamped and stained concrete valley gutters in their place. All work to be done under this contract includes the furnishing of all labor, materials, equipment, superintendence and all else required to complete the work set forth in these specifications.

The Owner reserves the right to vary the amount of work by as much as 25%, if required for budget purposes, without any change in the bid prices.

(2) **GENERAL TYPE OF CONSTRUCTION**

Except as specifically modified herein and by the plans, the work shall be done in accordance with Texas Department of Transportation Standards.

(3) **WORK PERFORMANCE**

The bidder must be capable of performing the work bid upon. Any bidder may be required to submit data showing he has the equipment, experience and financial ability to do the work.

(4) **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

The applicable paragraphs of Item 7 of Texas Department of Transportation *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* (November 1, 2014) are hereby made a part of these specifications; but shall be modified or changed as set forth in General Conditions of Construction Contract, Supplementary Conditions, Special Conditions, and Construction Specifications.

(5) **WARNING SIGNS AND BARRICADES**

The Contractor shall provide suitable warning signs and barricades to protect the public from injury due to his operations or the presence of his equipment on or near the site of the work. Signs, barricades, equipment and obstructions shall be lighted by flares at night. Flagmen shall be used during any operations which create an extra hazard to traffic. The safety of the public is the sole responsibility of the Contractor.

(6) **INSURANCE REQUIREMENTS**

Prior to execution of the contract by the Owner, the Bidder shall submit proof, either on the enclosed "Certificate of Insurance" or on similar standard forms of the insurance companies that his operations are covered by insurance as required by paragraph 3.18, General Conditions of Agreement.

The amount of Public Liability and Property Damage Insurance shall be not less than the following: Public Liability, \$500,000.00 for injuries, including accidental death, to any one person, and subject to the above limit for each person; \$250,000.00 on account of one accident and \$100,000.00 Property Damage Insurance. This minimum insurance shall apply to all operations, and all such machinery, vehicles used or operated in connection with the work regardless of Ownership. Insurance must include:

- (1) Workman's Compensation and Employer's Liability
- (2) Auto Public Liability (for all automobiles and trucks, including "Hired Vehicles")
- (3) General Contractor's Liability

(7) SCHEDULE OF WORK AND TIME FOR COMPLETION

The Contractor shall consult with the Engineer or his designated representative(s) in planning his work schedule to make sure the City is ready to proceed. The Engineer or his designated representative(s) will issue a work order or Notice to Proceed within one week after being notified that the Contractor is ready to start work and the Engineer or his designated representative(s) is certain that the City is ready to proceed.

All work shall be done during daylight hours, and when in the opinion of the Engineer or his designated representative(s), rain, excessive wind or other weather conditions will not adversely affect the quality of work.

All work shall be completed before August 15, 2016 unless prior approval is secured from City. Contract time shall be 60 calendar days with extensions as provided by General Conditions of Agreement.

(8) LIQUIDATED DAMAGES FOR DELAY

It is understood and agreed between the parties hereto that time is of the essence in this contract, and that for each day of delay beyond the completion date of this contract (after due allowance of extension of time as provided therein), the Contractor shall pay the Owner as liquidated damages for each day of such delay the sum of \$100.00, it being understood between the parties hereto that such sum shall be treated as liquidated damages and not as a penalty, and the Owner may withhold from the Contractor's compensation such sums as liquidated damages.

(9) DETOURS

The Contractor shall provide and maintain barricades, flares, flagmen and signs to detour traffic around the areas in which he is working. The barricades, flagmen and signs shall be at a sufficient distance from the site of the work so that traffic can be detoured on other available streets rather than driving right up on the work, then having to turn around. The Contractor must at all times conduct his operations so as to inconvenience the public as little as possible.

(10) PROTECTING MANHOLE COVERS & VALVE BOXES

Where manhole covers and valve boxes are within the area to be concreted, the Contractor shall notify the Owner so that it can be ensured that the elevations of these lids are sufficient. The Contractor shall protect the manhole covers and valve boxes during placement of concrete.

(11) PROTECTION OF ADJACENT PROPERTY

Trees, shrubbery, poles, signs and other property shall be protected. The Owner shall not be responsible for any damages caused by the Contractor. No separate payment will be made for this work and the costs of such work shall be included in prices bid on the proposal. Contractor shall make an attempt to contact the property owner prior to removal of any obstructions.

(12) STOCKPILING OF MATERIALS

The Contractor shall make all necessary arrangements for securing adequate and proper places for stockpiling aggregate and for setting up his equipment. The Contractor shall obtain the approval of the Engineer or his designated representative(s) for such sites before storing materials thereon. All materials shall be approved in writing by Engineer or his designated representative(s) prior to stockpiling.

(13) CLEAN-UP

No later than the morning following the day of completion of each portion of the work, the site shall be cleaned of all debris and construction equipment and shall be left in a neat condition to the satisfaction of the Engineer or his designated representative(s).

(14) PAYMENT

Payment for work under this contract shall be in accordance with items listed in the proposal and shall be payable upon completion and acceptance of the work.

(15) MAINTENANCE OF THE WORK

The Contractor shall be responsible for maintenance of the work until final acceptance by the Owner.

(16) WORK FURNISHED BY THE OWNER

The Owner shall be responsible for the demolition of areas as shown on plans. Any additional demolition required for the execution of this project shall be the Contractor's responsibility and shall not alter in any way the Contract price. .

END OF SECTION

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MIMIMUM WAGE RATES

The Contractor's attention is called to provisions of Chapter 2258 of the Texas Government Code and the requirements contained therein concerning the wage scale and payment by the Contractor of the prevailing rates of wages of the type of work involved.

Listed in the attached pages are the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act.

The Contractor shall inform themselves of any applicable revisions to the applicable Wage Determination subsequent to release of Bid and Contract Documents.

General Decision Number: TX160054 01/08/2016 TX54

Superseded General Decision Number: TX20150054

State: Texas

Construction Type: Highway

Counties: Andrews, Bailey, Baylor, Borden, Briscoe, Brown, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cooke, Cottle, Crane, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lynn, Martin, McCulloch, Menard, Mills, Mitchell, Montague, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Reagan, Real, Roberts, Runnels, San Saba, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Swisher, Terry, Throckmorton, Upton, Ward, Wheeler, Wilbarger, Winkler, Yoakum and Young Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-012 08/09/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 12.79	
FORM SETTER		
Paving & Curb.....	\$ 13.33	
Structures.....	\$ 14.73	
LABORER		
Asphalt Raker.....	\$ 12.59	
Flagger.....	\$ 9.90	
Laborer, Common.....	\$ 10.54	
Laborer, Utility.....	\$ 11.95	
Work Zone Barricade		
Servicer.....	\$ 10.54	

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....	\$ 11.75
Asphalt Distributor.....	\$ 13.75
Asphalt Paving Machine.....	\$ 14.00
Broom or Sweeper.....	\$ 10.60
Crane, Hydraulic 80 Tons or less.....	\$ 18.63
Crane, Lattice Boom 80 Tons or less.....	\$ 16.42
Crane, Lattice Boom over 80 Tons.....	\$ 25.13
Crawler Tractor.....	\$ 14.60
Excavator, 50,000 lbs.or less.....	\$ 14.09
Foundation Drill, Truck Mounted.....	\$ 21.39
Front End Loader Operator, over 3 cu yd.....	\$ 13.19
Front End Loader, 3 cu yd or less.....	\$ 13.51
Loader/Backhoe.....	\$ 14.13
Mechanic.....	\$ 18.46
Milling Machine.....	\$ 14.75
Motor Grader, Fine Grade....	\$ 17.08
Motor Grader, Rough.....	\$ 17.39
Pavement Marking Machine....	\$ 10.54
Roller Operator, Other.....	\$ 12.85
Roller, Asphalt.....	\$ 11.71
Scraper.....	\$ 13.95
Spreader Box.....	\$ 11.83

Servicer.....\$ 13.72

TRUCK DRIVER

Lowboy-Float.....	\$ 14.28
Off Road Hauler.....	\$ 13.00
Single Axle.....	\$ 11.97
Single or Tandem Axle Dump..	\$ 11.68
Tandem Axle Tractor with Semi Trailer.....	\$ 13.80

WELDER.....\$ 13.78

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

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

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

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



CONSTRUCTION SPECIFICATIONS

A. GENERAL

The Standard Specifications adopted by the Texas Department of Transportation from publication *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* (November 1, 2014), as listed below shall be made a part of these specifications, provided, however, that such specifications shall be changed as set forth below, and further provided that all requirements set forth in the Plans and Special Conditions and in these specifications shall take precedence over requirements set forth in the Standard Specifications.

A list of the Standard Specifications from the State Department of Highways and Public Transportation applicable to this project is as follows:

Item 1	Abbreviations and Definitions
Item 3	Definitions
Item 360	Concrete Pavement
Item 528	Colored Textured Concrete and Landscape Pavers
Item 529	Concrete Curb, Gutter, and Combined Curb and Gutter

B. SPECIAL PROVISIONS REGARDING STANDARD SPECIFICATIONS

The Standard Specifications referred to in Paragraph 1 above shall be changed as set forth below. All other provisions of the standard specifications shall apply as written.

(1) Item 1 – Definition of Terms

3.129 – Wherever the word “State” occurs in the specifications, it shall be considered to mean the City of Pampa, Texas, Party of the First Part, Owner.

3.28 – Wherever the word “Commission” occurs, it shall be considered to mean the City Commission of Pampa, Texas.

3.47 – Wherever the word “Department” occurs, it shall be considered to mean City of Pampa, Texas, and/or its authorized agents and engineers.

3.54 – Wherever the word “Engineer” occurs, it shall be considered to mean City of Pampa, Texas, or their authorized representatives.

3.62 – Wherever the word highway, roadway, or other similar words are used, they shall be considered to mean the portion of city streets in the City of Pampa, Texas, which are covered by this contract.

(2) Item 360 – Concrete Pavement

Paragraph 2.4 – Curing Materials – Amend paragraph to read

Use insulating blankets that are free from tears and are in good condition.

Delete paragraph 2.6

Paragraph 3.2.1 – Pavement Forms – Wood side forms may be used as well.

Delete paragraphs 3.4, 3.5, 3.7 – 3.10, 4.1, 4.2, 4.3.2, 4.4.2.1, 4.4.2.2, 4.8.3, 4.9, 4.11.3, 4.11.4.1, 4.11.4.2, 4.13

(3) Item 528 – Colored Textured Concrete and Landscape Pavers

Delete paragraphs 1.2 – 1.4, 2.2, 3.2, 4, 5.2 – 5.4

(4) Item 302 – Aggregates for Surface Treatments

Delete paragraph 3.2

C. SPECIAL PROVISIONS REGARDING CONCRETE COLOR

All concrete designated to be colored in the specifications or plans shall be colored with **LAMBERT CEMENT COLOR, CHOCOLATE BROWN** color, at a rate of 25 lbs. per yard. Lambert Cement Color is an integral dry cement color for coloring concrete, mortar or stucco, manufactured by Lambert Southwest, Henderson, TX (Phone 1-800-256-8655). Follow manufacturer's instructions. Do not dust the color on, over trowel, or sprinkle water on the slab. A sample, in accordance with Item 360 – Concrete Pavement, should be poured using the materials to be used on the job in the color proportions specified, as the color of the cement and aggregate will influence the color. All samples should be cured before final decision.

CITY OF PAMPA

Pampa E.D.C.

PROJECT PLANS

IMPROVEMENT OF DOWNTOWN BRICK VALLEY GUTTERS, PHASE 1

March 2016

CONTRACT NO. 15.05.D

MAYOR

Brad Pingel

COMMISSIONERS

Robert Dixon

Karen McLain

Chris Porter

John Studebaker

CITY STAFF

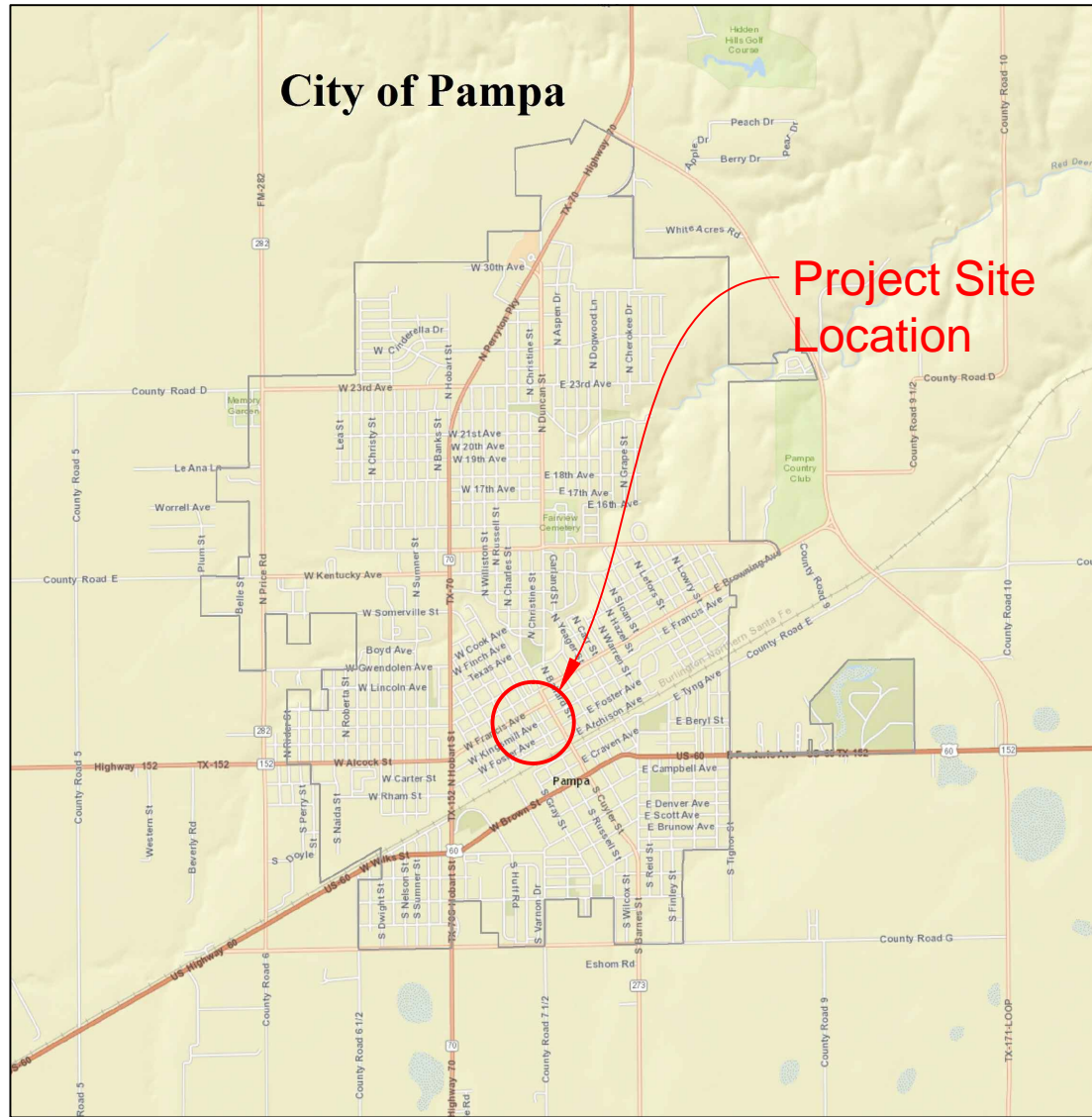
Shane Stokes - City Manager

Donny Hooper - Director of Public Works

Jildardo Arias, P.E. - City Engineer


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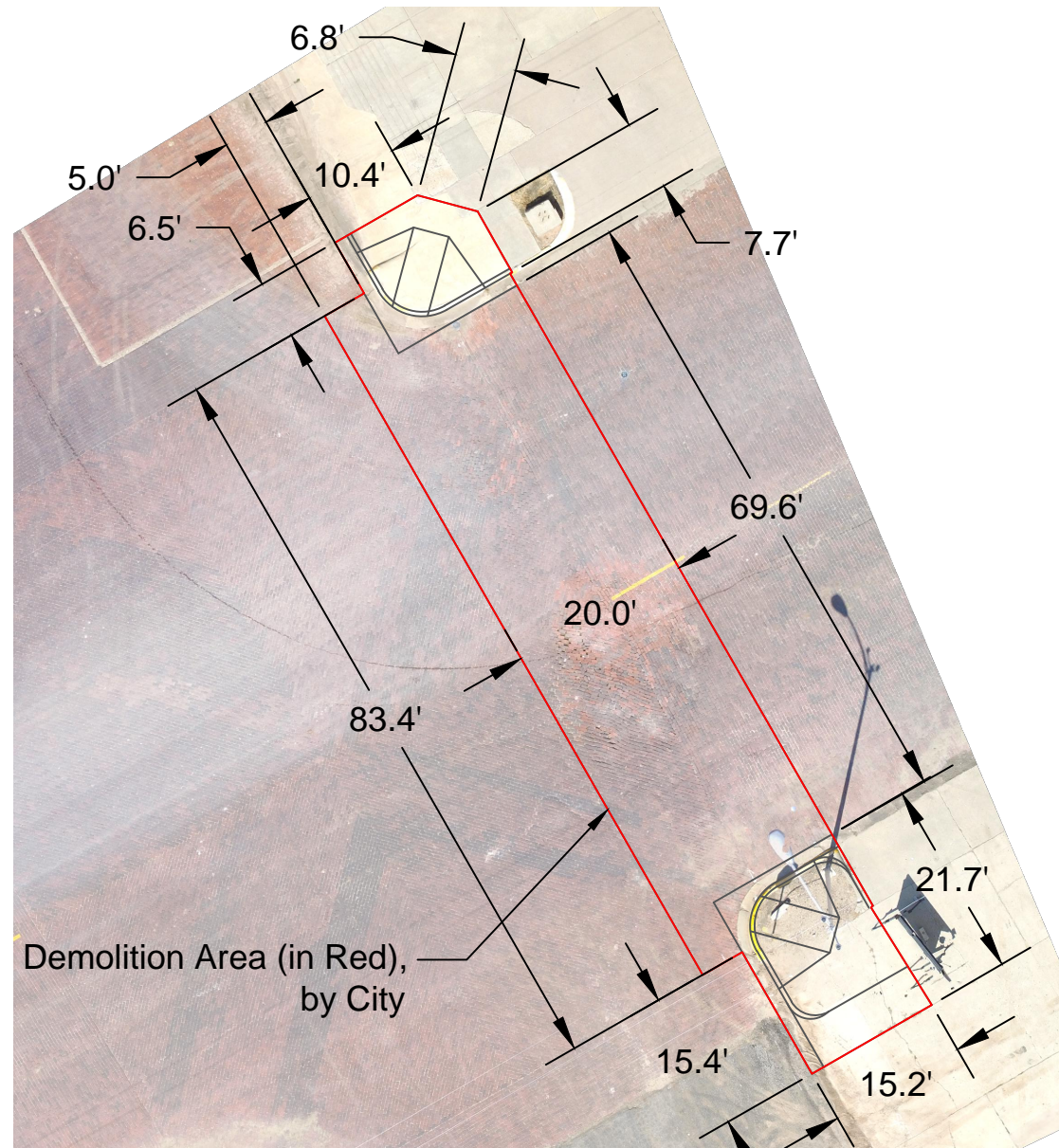
Notes:

1. Project consists of removal of brick valley gutters and construction of new stamped and stained concrete valley gutters. All work to be done under this contract includes the furnishing of all labor, materials, equipment, superintendence and all else required to complete the work set forth in project specifications.
2. Removal of existing bricks shall be performed by the City. Removal shall also include concrete where indicated on plans and if found under existing bricks.
3. Final adjustments to grade shall be Contractor's responsibility.
4. Contractor shall coordinate with the City the scheduling of demolition so as to provide as minimal interruption to traffic as possible.
5. Traffic Control Devices are available to the Contractor from the City. Work zone safety and upkeep of Traffic Control shall be the responsibility of the Contractor.

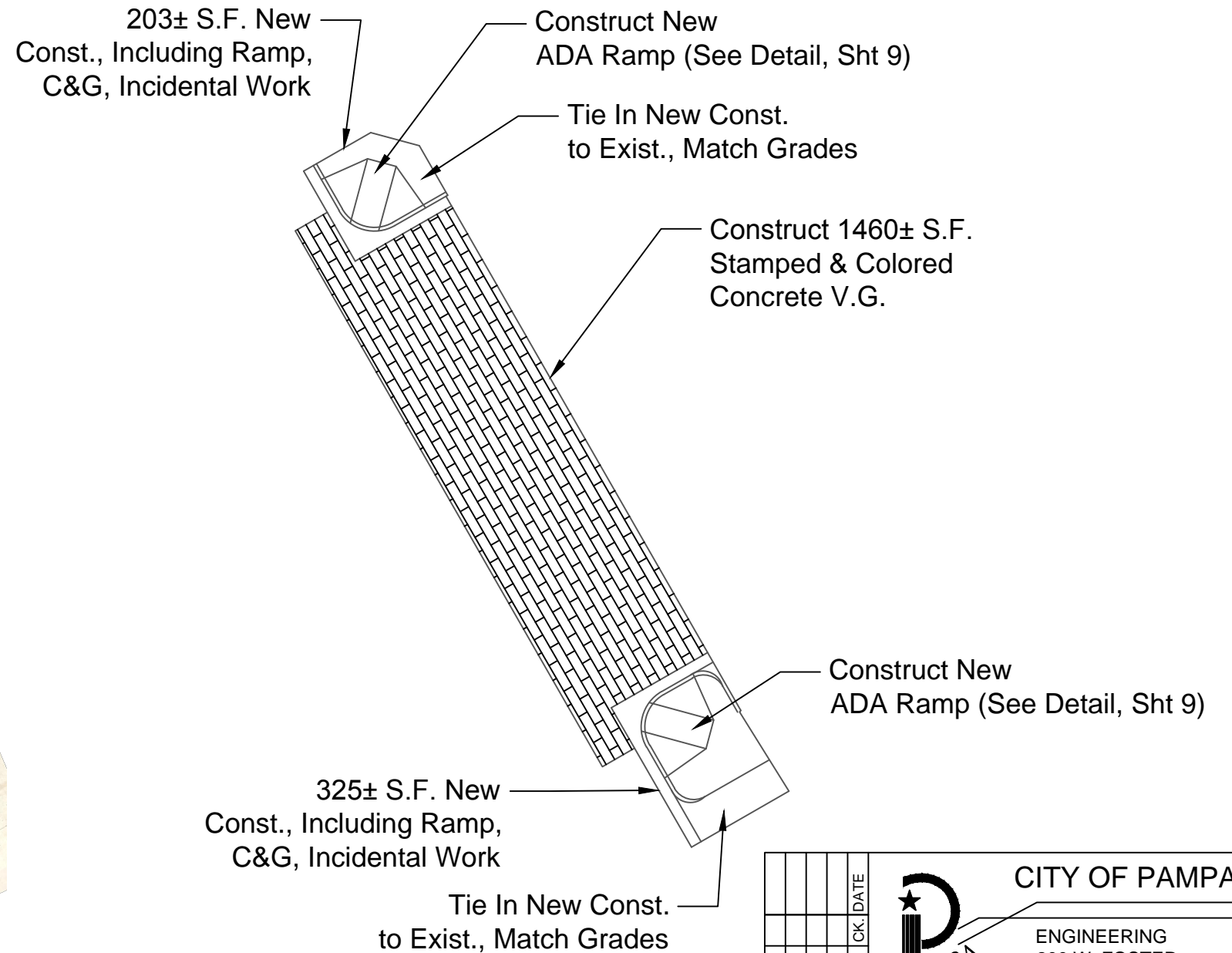
					 <p>CITY OF PAMPA ENGINEERING 200 W. FOSTER PAMPA, TEXAS 79065 806-669-5750</p>
<p>Site Location & Project Notes</p>					
		DR. BY: JA		SCALE: NTS	Sht No.: 2
		CK. BY:		DATE: 02-26-16	
REVISION	No.				
BY	CK	DATE			



Demolition Area



New Construction




Notes:

1. Demo. to be performed by City
2. Concrete stamp pattern: offset bricks
3. Refer to Specs for concrete color
4. Refer to Sht. 8 for V.G. Typ. Detail

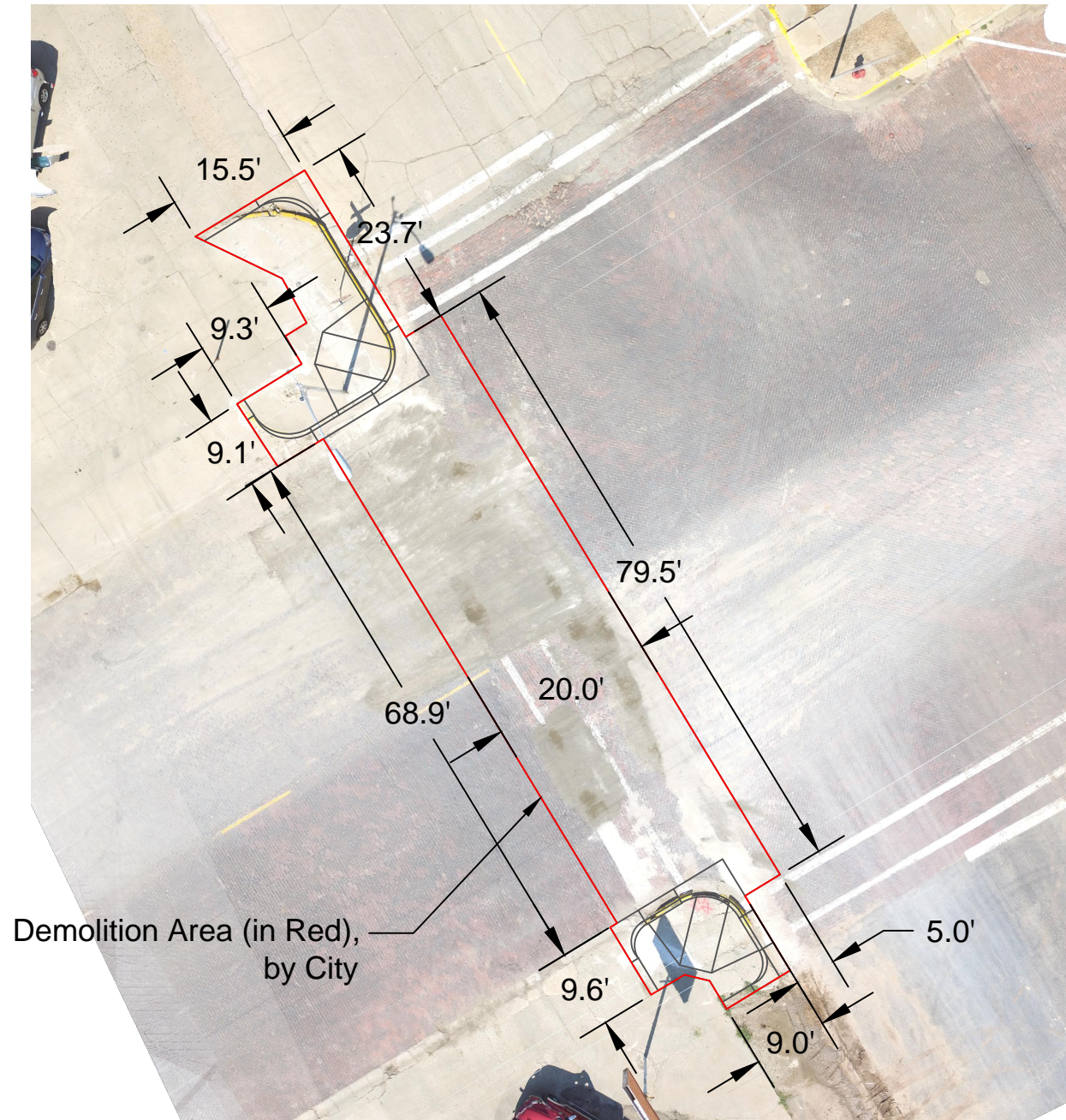
Quantities:

- 1460± S.F. New Stamped & Colored Concrete V.G.
- 528± S.F. New Const., Non-Colored
- 2 ADA Accessible Ramps

		CITY OF PAMPA	
		 ENGINEERING 200 W. FOSTER PAMPA, TEXAS 79065 806-669-5750	
Intersection No. 1		Foster & Gray	
DR. BY: JA	SCALE: 1" = 20'	Sht No.: 3	
CK. BY:	DATE: 02-26-16		



Demolition Area



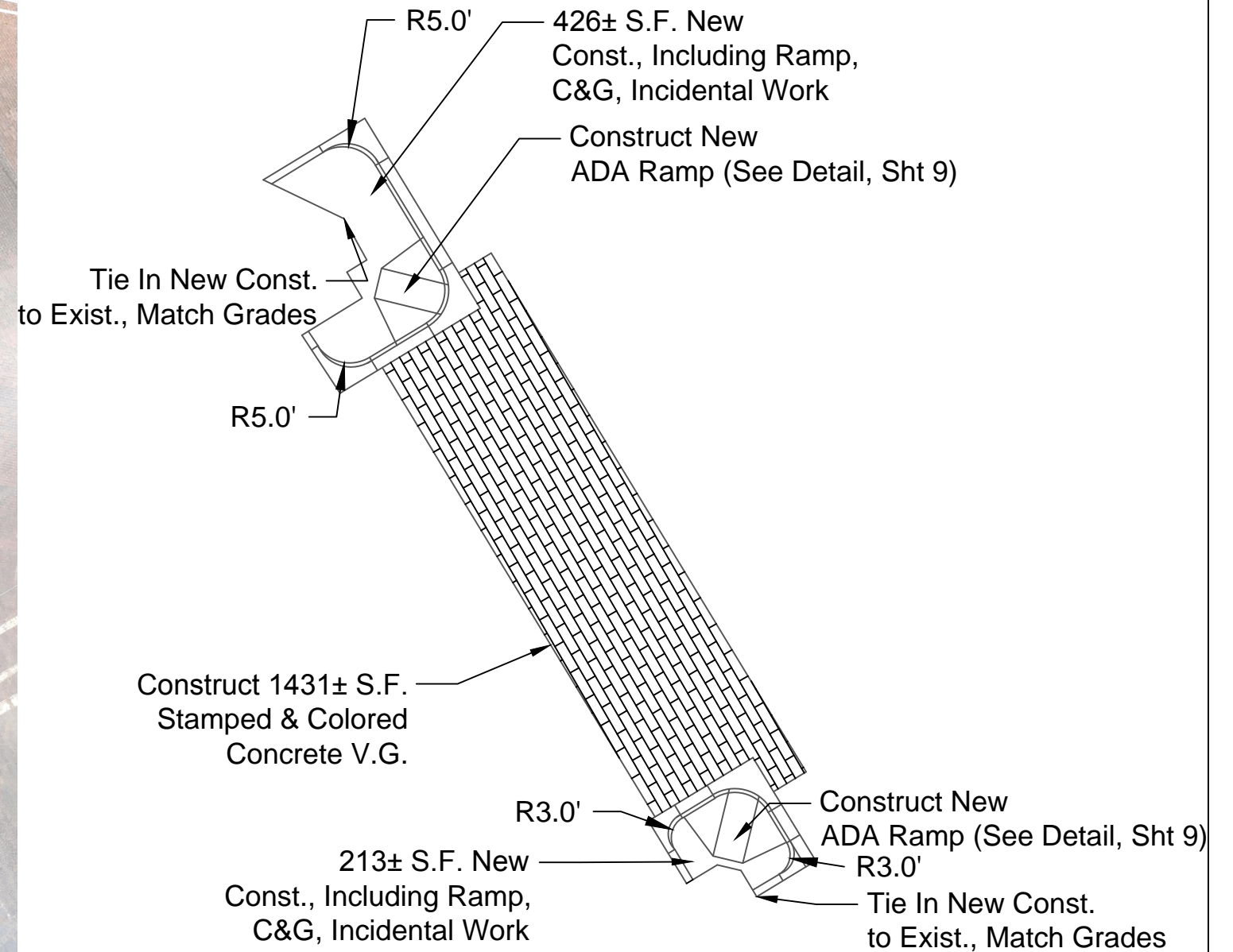
Notes:


1. Demo. to be performed by City
2. Concrete stamp pattern: offset bricks
3. Refer to Specs for concrete color
4. Refer to Sht. 8 for V.G. Typ. Detail

Quantities:

1431± S.F. New Stamped & Colored Concrete V.G.
 639± S.F. New Const., Non-Colored
 2 ADA Accessible Ramps

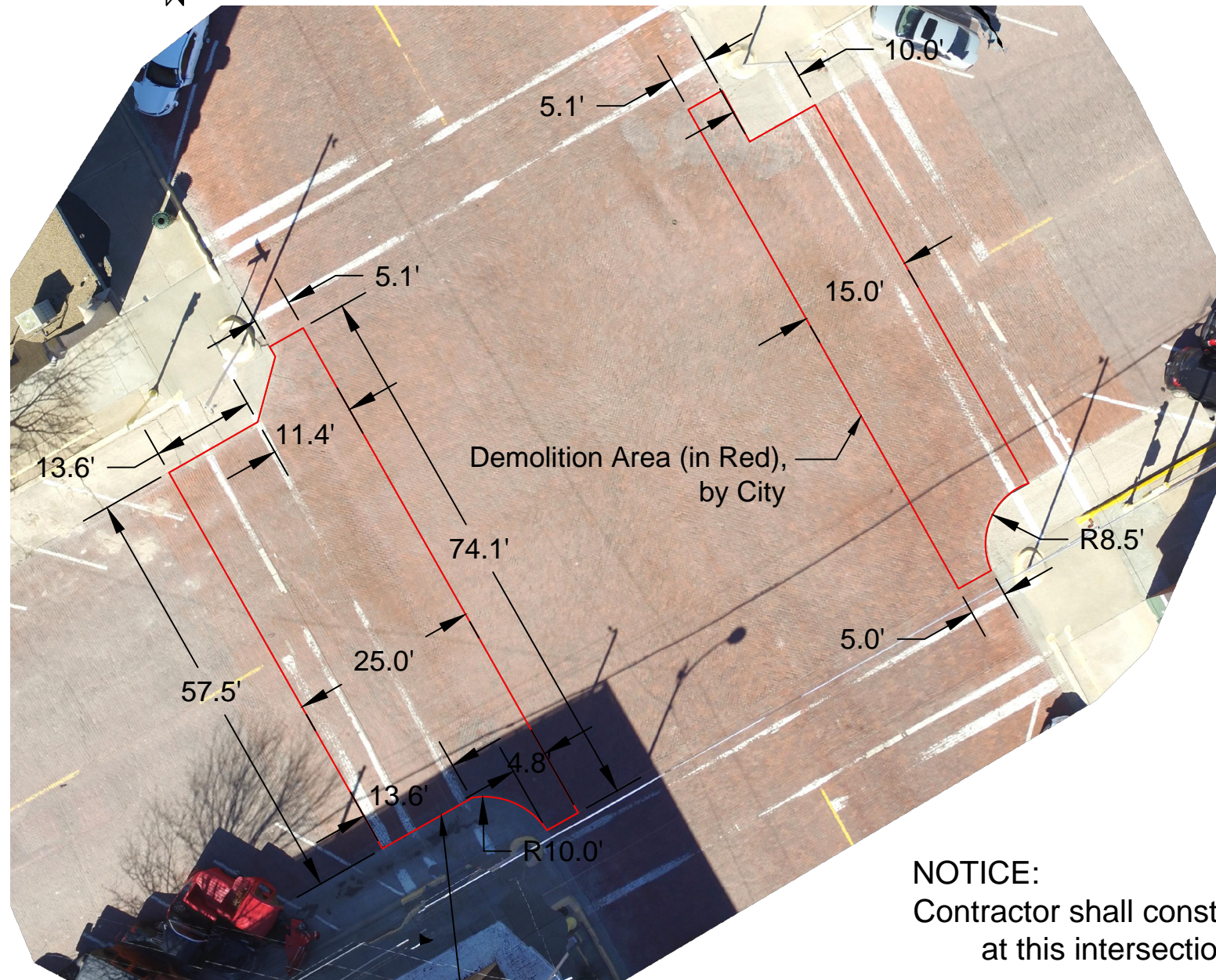
New Construction



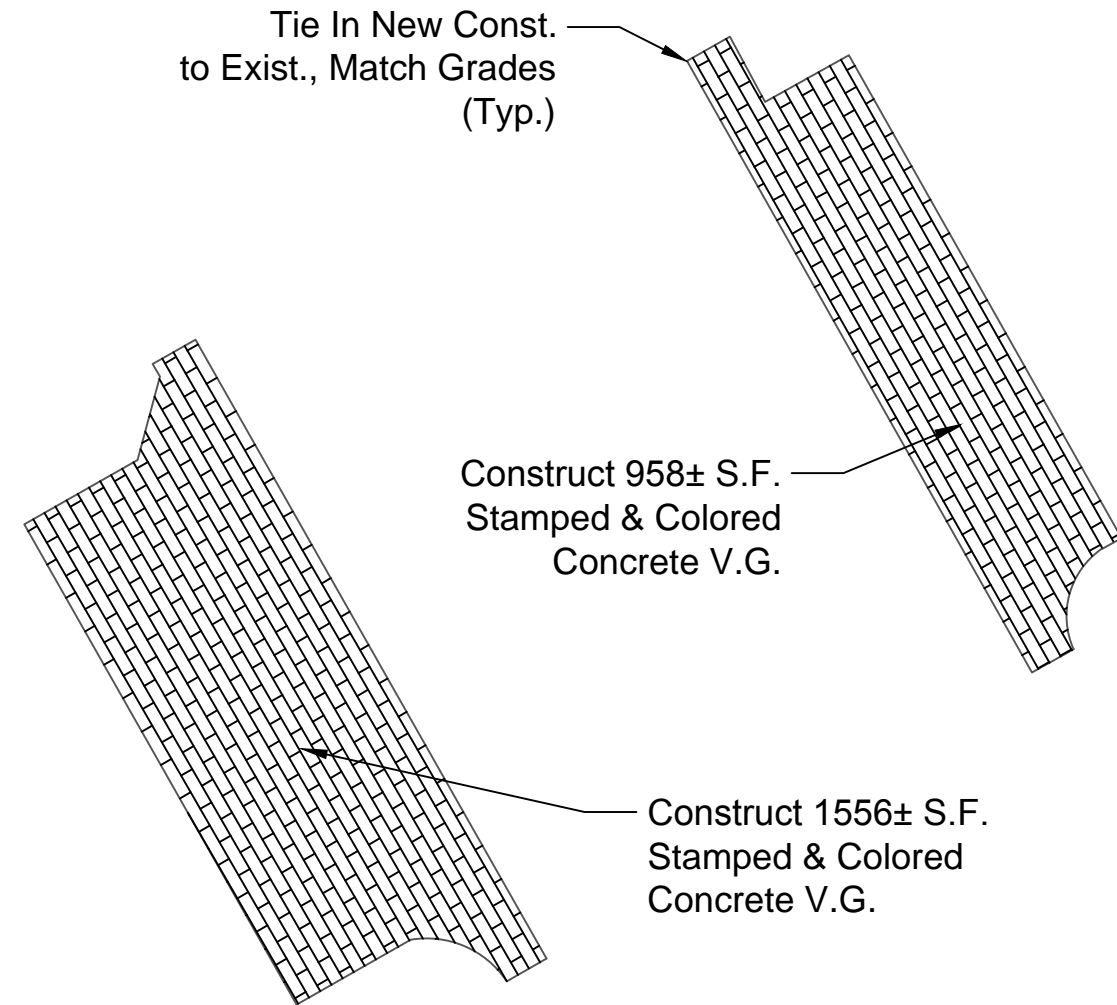
		CITY OF PAMPA	
		 ENGINEERING 200 W. FOSTER PAMPA, TEXAS 79065 806-669-5750	
		<h2>Intersection No. 2</h2> <h2>Foster & Somerville</h2>	
No.	REVISION	DR. BY: JA	SCALE: 1" = 20'
		CK. BY:	DATE: 02-26-16
			Sht No.: 4



Demolition Area



New Construction



NOTICE:
Contractor shall construct valley gutters at this intersection one at a time.


Demolition Area (in Red),
by City

Notes:

1. Demo. to be performed by City
2. Concrete stamp pattern: offset bricks
3. Refer to Specs for concrete color
4. Refer to Sht. 8 for V.G. Typ. Detail

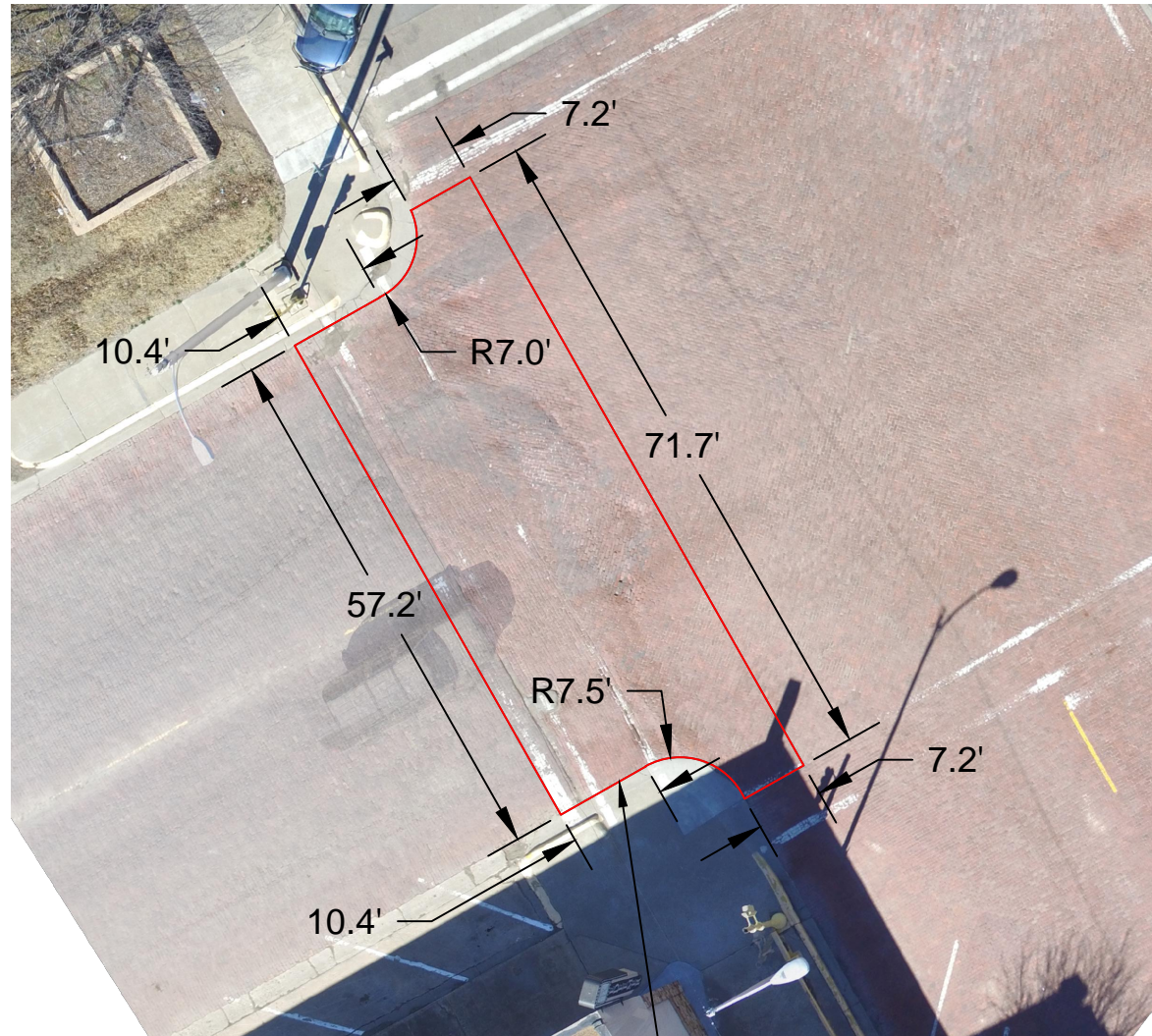
Quantities:

2514± S.F. New Stamped & Colored Concrete Valley Gutters

		CITY OF PAMPA	
			
		ENGINEERING 200 W. FOSTER PAMPA, TEXAS 79065 806-669-5750	
		<h1>Intersection No. 3</h1> <h1>Kingsmill & Cuyler</h1>	
No.	REVISION	DR. BY: JA	SCALE: 1" = 20'
		CK. BY:	DATE: 02-26-16
			Sht No.: 5



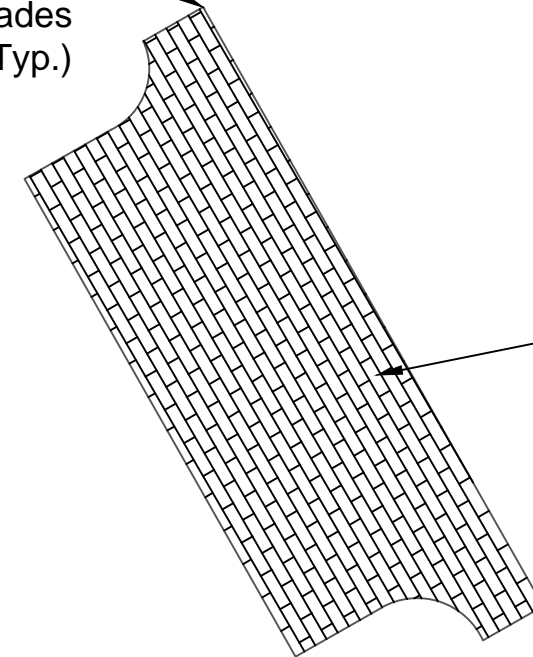
Demolition Area



Demolition Area (in Red),
by City

New Construction

Tie In New Const.
to Exist., Match Grades
(Typ.)




Construct 1557± S.F.
Stamped & Colored
Concrete V.G.

Notes:

1. Demo. to be performed by City
2. Concrete stamp pattern: offset bricks
3. Refer to Specs for concrete color
4. Refer to Sht. 8 for V.G. Typ. Detail

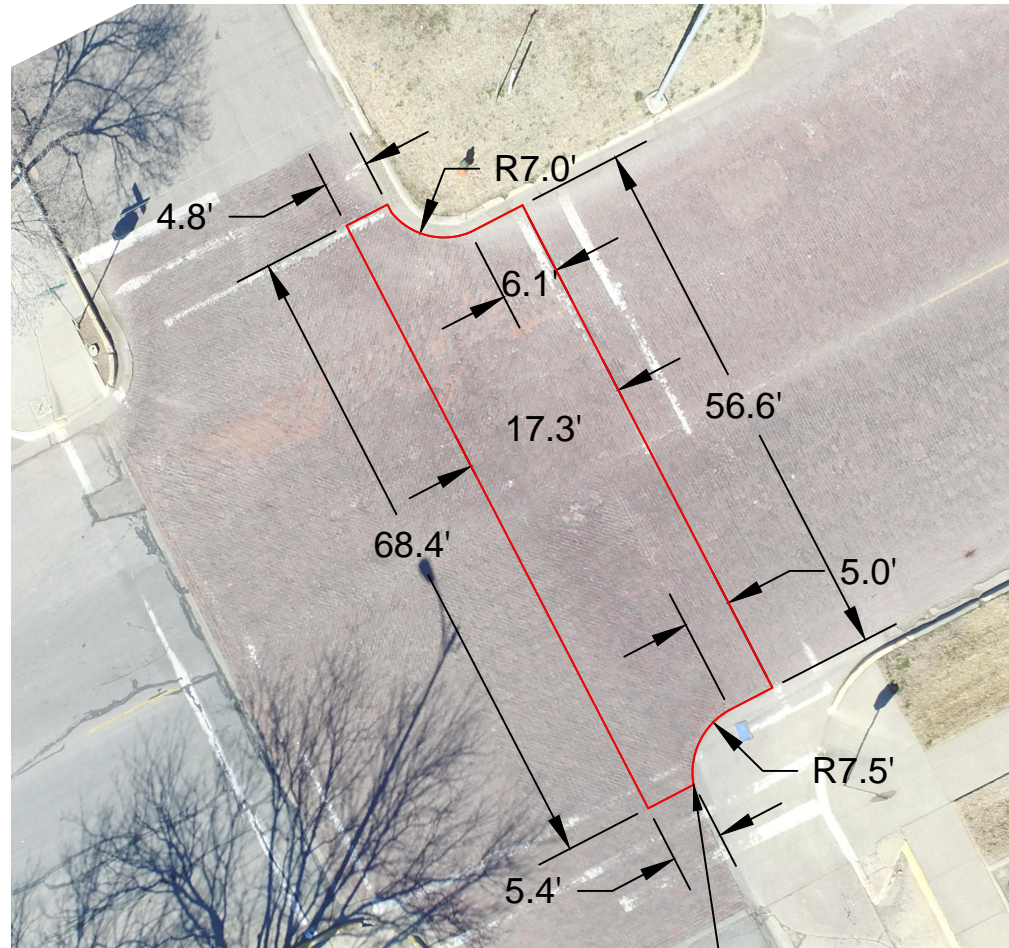
Quantities:

1557± S.F. New Stamped & Colored Concrete V.G.

		CITY OF PAMPA	
		 ENGINEERING 200 W. FOSTER PAMPA, TEXAS 79065 806-669-5750	
		<h2>Intersection No. 4</h2> <h2>Francis & Cuyler</h2>	
		DR. BY: JA	SCALE: 1" = 20'
		CK. BY:	DATE: 02-26-16
		Sht No.: 6	

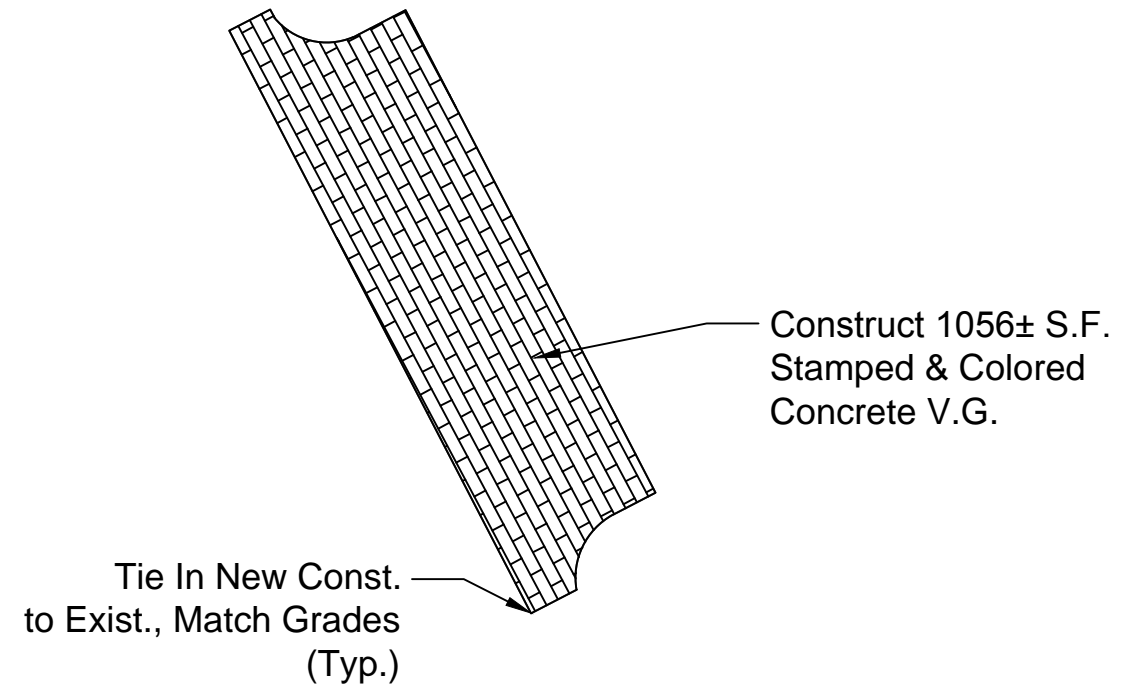


Demolition Area



Demolition Area (in Red),
by City

New Construction




Notes:

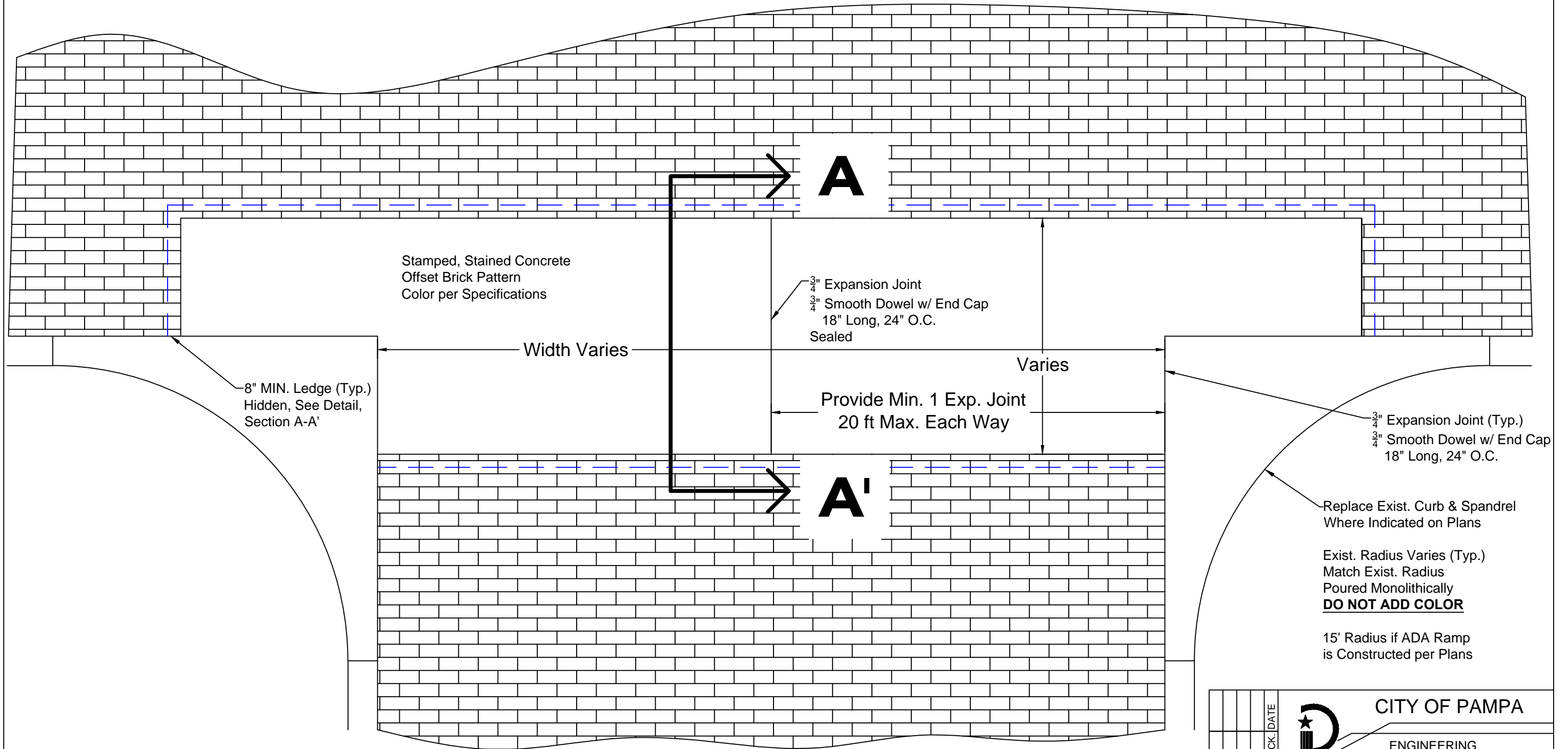
1. Demo. to be performed by City
2. Concrete stamp pattern: offset bricks
3. Refer to Specs for concrete color
4. Refer to Sht. 8 for V.G. Typ. Detail

Quantities:

1056± S.F. New Stamped & Colored Concrete V.G.


		CITY OF PAMPA	
		 ENGINEERING 200 W. FOSTER PAMPA, TEXAS 79065 806-669-5750	
		<h2>Intersection No. 5</h2> <h2>Francis & Frost</h2>	
		DR. BY: JA	SCALE: 1" = 20'
		CK. BY:	DATE: 02-26-16
		Sht No.: 7	

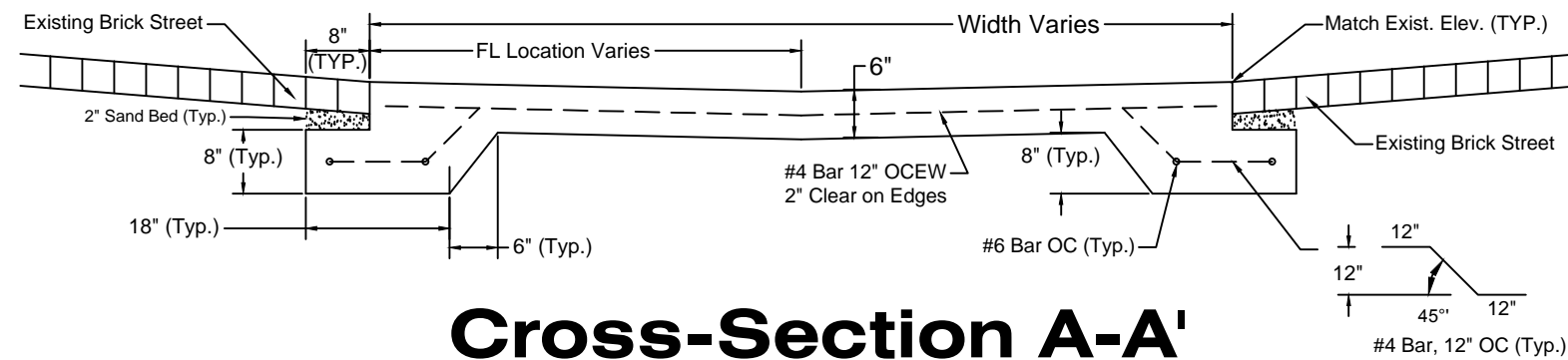
CROSS STREET



Typical Stained & Stamped Concrete Valley Gutter - Plan View
N.T.S.

See Cross Section A-A', Sheet 9

		 CITY OF PAMPA	
		<h2>Typical Details</h2>	
		Sht No.: 8	

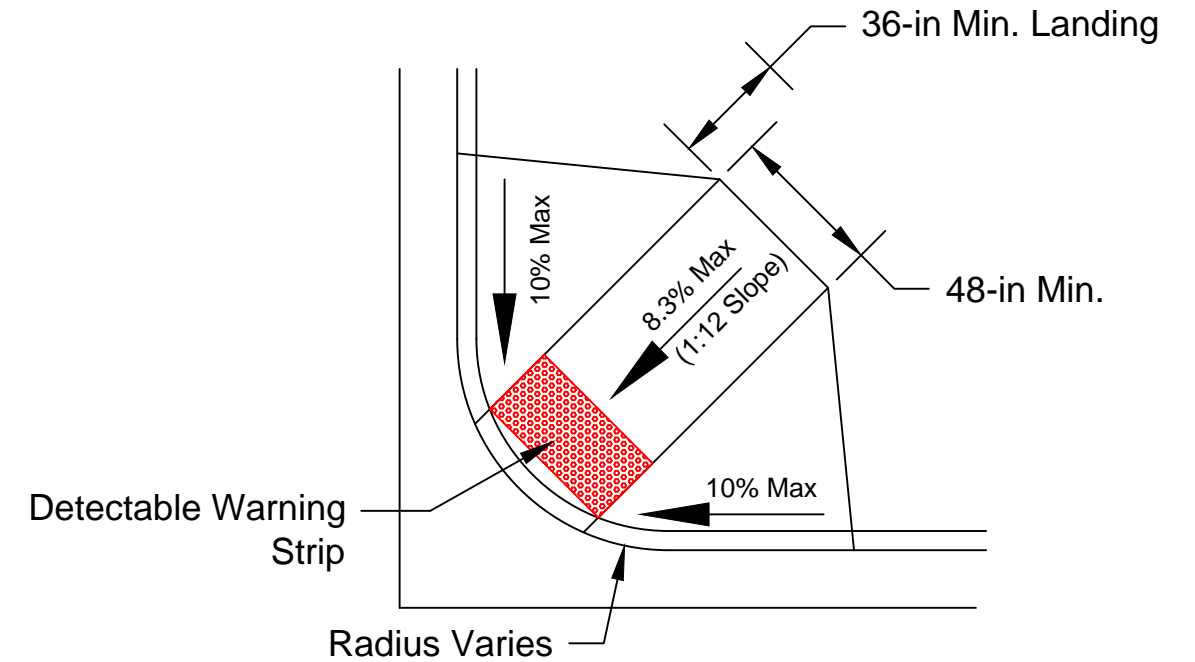


Cross-Section A-A'

Stained & Stamped Concrete Valley Gutter Typ. Detail
N.T.S.

NOTES:

1. 2" (MIN.) Sand Cushion now shown for clarity
2. Concrete SHALL NOT include Fly Ash due to potential reaction with concrete color
3. Refer to Specifications for Concrete Color
4. Concrete Ledge shall be constructed at any edge brick pavers will be placed (all around)
5. Place rebar on 3" chairs and 4" dobies
6. Seal all expansion joints using NP-1 Sealant or other approved sealant, match color as close as possible.



ADA RAMP TYP. DETAIL
NTS

NOTES:

1. PROVIDE MIN. 48-in X 24-in RED DETECTABLE WARNING STRIP
2. PROVIDE EXPANSION JOINT ON ALL SIDES
3. REINFORCEMENT: #3 BAR, 18-in OCEW
4. 2-in SAND BED

		CITY OF PAMPA	
		ENGINEERING 200 W. FOSTER PAMPA, TEXAS 79065 806-669-5750	
		Typical Details	
		DR. BY: JA	SCALE: NTS
		CK. BY:	DATE: 02-26-16
		Sht No.: 9	