



SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa Street
New Braunfels, Texas 78130

Solicitation Number: CSP 21-001 City Wide Streets Project – S. Grant Avenue, E. South Street, S. Central Avenue and Lamar Area Streets	<input type="checkbox"/> Invitation for Bid (IFB) <input checked="" type="checkbox"/> Competitive Sealed Proposal (CSP)	Date Issued: October 1, 2020
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SOLICITATION

A virtual Pre-Proposal Conference will be held on October 16, 2020 at 2:00 P.M. (CST). Instructions are referenced in 03.02. Questions may be submitted until close of business day on **October 20th, 2020, 5:00 P.M. (CST).** Proposers must submit proposals in a signed original, with 1 hard copy, and 1 in digital format (.pdf File on USB Thumb Drive). Proposals will be received at the New Braunfels City Hall, City Secretary Office at the address shown above until: **3:00 P.M. (CST), October 30, 2020. Proposals will be read aloud Virtually. Instructions are referenced in 03.01 & 03.04.** Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact: <small>(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)</small>	<u>Purchasing Representative</u> Debbie Kimball, Purchasing Buyer	Email : DKimball@nbtexas.org Phone : (830) 221-4081 Fax: (830) 608-2112
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5% Proposal Bond Required:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	(If YES, refer to information in Section 5.)
100% Payment Bond Required:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	(If YES, refer to information in Section 5.)
100% Performance Bond Required:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	(If YES, refer to information in Section 5.)

OFFER

(This portion must be fully completed by Proposer.)

In compliance with the solicitation documents, the undersigned in compliance with the Solicitation and Instructions to proposers and having examined the Project Manual, Drawings, Addenda and being familiar with the character of work included in these solicitation documents, proposes to furnish all pertinent labor, permits, machinery, tools, supplies and equipment necessary and to perform all work required to complete the Project for the unit prices for work in place for the items and quantities identified in the attached Solicitation Schedule.

The Owner reserves the right to reject any and all bids and may reject a bid if a bidder does not acknowledge receipt of all addenda issued by the Owner.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.

SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT AND ALL REQUESTED COPIES SUBMITTED.

1) **Proposer's State of Residence:** _____ (Refer to information in Section 5 Article 21.)

Name and Address of Proposer:	Name and Title of Person Authorized to Sign Offer: E-Mail Address: Telephone Number: Fax Number:
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Signature:	Date:
<u>Name, Address, E-mail Address, and Telephone Number</u> of Person authorized to conduct negotiations on behalf of Proposer. <i>(Applies to Request for Proposal only.)</i>	

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PROJECT MANUAL

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Section 28	Starting Systems
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TECHNICAL SPECIFICATIONS

The Construction Specifications for this Project are included in the contract documents. In the event a specification is not provided in the City of New Braunfels (CONB) plans and specifications, the current version of the *City of San Antonio Standard Specifications for Construction* (as amended and revised) will apply for this project where applicable.

The San Antonio River Basin Low Impact Development Technical Guidance Manual will apply for this as they are referenced for in the construction drawings and bid form.

STANDARD DETAILS & TECHNICAL SPECIFICATIONS:

The Standard Details for this Project are included in the construction drawings. In the event a standard detail is not shown, the current version of the *City of San Antonio Standard Details for Construction*, *TxDOT Standard Details*, and *The San Antonio River Basin Low Impact Development Technical Guidance Manual* (as amended and revised) will apply for this project where applicable.

SECTION 3
INSTRUCTIONS FOR RESPONSE**03.01 AVAILABLE DOCUMENTS**

Proposals are due **October 30, 2020 at 3:00 P.M. (CST)** at the City of New Braunfels - City Secretary's Office at 550 Landa Street, New Braunfels, Texas 78130 and proposals will be publicly opened and read aloud directly after bids are due via zoom webinar at the link below: Zoom link to join the webinar: <https://us02web.zoom.us/j/84638395613>
Telephone only: (833) 926-2300, Webinar ID: 8463839 5613.

Solicitation documents may be obtained from:

- Purchasing Staff at the New Braunfels City Hall
- The BidNet Direct website, <http://www.bidnetdirect.com/texas>
- The City of New Braunfels' website, <http://www.nbtexas.org/1175/Bid-Opportunities>

03.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be hosted virtually at **2:00 p.m. (CST) on October 16th, 2020 (CST)**. Remote access via Zoom instructions are: Zoom link to join the webinar: <https://us02web.zoom.us/j/87807920904> Telephone: (833) 926-2300,
Webinar ID: 8780792 0904.

Attendance is not mandatory but due to the complexity of the project, it is strongly recommended. Proposers are encouraged to attend and participate in the conference. The City will transmit to all prospective Proposers of record such Addenda as the City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Pre-Proposal conference minutes and any addendum may be downloaded at <http://www.bidnetdirect.com/texas> or at the City of New Braunfels Web site, <http://www.nbtexas.org>.

03.03 SUBMISSION OF PROPOSAL

Companies responding to the CSP must follow the instructions below.

The statements which follow request information that the Evaluation Committee will utilize to evaluate the proposal. Each statement should be specifically addressed. Failure to respond to a statement may result in a proposal being deemed non-responsive and therefore not considered in the selection Process.

To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that proposals be submitted with **1 original master (marked original), 1 hardcopy, and 1 digital copy in a .pdf file format saved on a USB thumb drive**. Responses shall be tabbed and labeled as indicated for consistency.

1. **TAB 1 – Solicitation and Offer Form**; completed and signed.
2. **TAB 1 – Acknowledgment of Addenda**, if applicable.
3. **TAB 2 – Cover Letter**: Name and address of the Proposer, as well as a brief description of the firm and its history.

4. **TAB 3 – Executive Summary**: A brief summary highlighting the most important points of the proposal.
5. **TAB 4 – Cost Proposal Form** (Exhibit 1)
6. **TAB 5 – Qualifications of Proposer** (Exhibit 3)
7. **TAB 6 – Plan and Schedule** as required in (Exhibit 3), Qualifications of Proposer, Section 5.
8. **TAB 7 – Acceptable Documentation**
 - Proposal Guaranty/Bid Bond in an amount no less than five percent (5%) of price proposal (Section 4, Article 11).
 - One copy of Certificate of Insurance completed and signed (Section 4, Article 15).
 - Conflict of Interest (Section 4, Article 16.11).
 - Certificate of Interested Parties; Form 1295 (Section 4, Article 16.10).
9. **TAB 8 –** Required information indicated in Drawings, if applicable.
10. ***Required after contract award* – Performance and Payment Bonds** (Section 4, Article 13, Section 5 Article 6).

Proposal shall include all specified items in this section and be placed in an envelope, sealed and clearly identified on outside as a Proposal to Owner, with Proposer's name and address, and project name. Failure to submit Proposal in this manner may subject Proposer to disqualification. Proposal may be mailed or delivered (in person or by Express Mail or delivery service) to:

Delivery

Purchasing Department
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

**CSP 21-001 City Wide Streets Project – S.
Grant Avenue, E. South Street, S. Central
Avenue and Lamar Area Streets
Project Due: October 30, 2020 at 3:00 P.M.
(CST)**

When sent by mail, Express Mail, or delivery service, sealed Proposal (marked as indicated above) shall be enclosed in an additional envelope clearly identified on outside as a Proposal to Owner with Proposer's name and address, Project name, and Proposal date and time. It is the sole responsibility of the Proposer to ensure timely delivery of Proposal. Owner will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

03.04 PROPOSALS AND COMPLIANCE PLANS RECEIVED AFTER THE DATE AND TIME STATED ABOVE WILL NOT BE ACCEPTED FOR EVALUATION.

Proposals will be publicly opened and read aloud directly after bids are due via zoom webinar at the link below: Zoom link to join the webinar: <https://us02web.zoom.us/j/84638395613>
Telephone only: (833) 926-2300 Webinar ID: 846 3839 5613

An abstract of the amounts of the base Proposals and alternatives will be made available to Proposers after the awarding of Proposals.

03.05 AUTHORIZED CONTACT PERSONS

The persons listed below may be contacted for information regarding the Invitation for Proposals. If the Proposer contacts any other City employee, including Council Members and members of Boards and Commissions, the Proposer may be found in violation regarding Anti-Lobbying and Procurement.

PROJECT MANAGER:	Charlie Blue	830-221-4644
CONTRACT PROCUREMENT REPRESENTATIVE:	Debbie Kimball	830-221-4081

END OF SECTION

SECTION 4**GENERAL INFORMATION****ARTICLE 1 – THE PROJECT**

04.01.01 The **CITY WIDE STREETS PROJECT: S. GRANT AVENUE, E. SOUTH STREET, S. CENTRAL AVENUE AND LAMAR AREA STREETS** is a project located within the City of New Braunfels.

It is the intent of the City to award all four (4) City Wide Streets Projects to one (1) Respondent. The City is reserving the right to award any combination of the projects to the one Respondent, if deemed in the best interest of the City.

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

04.01.01.01 **S. GRANT STREET PROJECT**

The S. Grant Avenue Maintenance Project is a project located within the City of New Braunfels.

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

- Sidewalks, curb replacements as needed, pavement repairs, mill/overlay or full depth reconstruction.
- Engineer's Opinion of Probable Construction Costs for the Work: **\$175,661**

04.01.01.02 **E. SOUTH STREET PROJECT**

The E. South Street Maintenance Project is a project located within the City of New Braunfels.

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

- Sidewalks, curb replacements as needed, pavement repairs, mill/overlay or full depth reconstruction.
- Engineer's Opinion of Probable Construction Costs for the Work: **\$933,849**

04.01.01.03 **S. CENTRAL AVENUE PROJECT**

The S. Central Avenue Maintenance Project is a project located within the City of New Braunfels.

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

- Construction of cast-in-place concrete sidewalks, ramps, curbs, and gutters along Timber Hollow Street (from Oak Glen Street to Crown Ridge Street), and along Oak Glen Street (from Timber Hollow Street to Oak Run Parkway). All Structures will be

constructed to comply with Texas Accessibility Standards (TAS). This is Phase “A” of a three-part construction sequence for sidewalk improvements within the Oak Run Subdivision; Phases “B” and “C” will be completed at a later date under separate contract(s).

- Engineer’s Opinion of Probable Construction Costs for the Work: **\$966,000**

04.01.01.04 LAMAR AREA STREETS PROJECT

The Lamar Area Streets Improvements Project is a project located within the City of New Braunfels.

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

- Seven (7) streets are proposed to be rehabilitated, totaling approximately 6,800 linear feet. All streets are in differing condition, and include sidewalks, curb replacements as needed, pavement repairs, mill/overlay or full depth reconstruction.
- Engineer’s Opinion of Probable Construction Costs for the Work: **\$2,575,000**

ARTICLE 2 – WORK

04.02.01 Contractor shall complete all Work as specified or indicated in the Plans, Specifications and Contract Documents. The Work is generally described as follows:

The City of New Braunfels seeks a bid for the infrastructure included in the City Wide Streets Project – S. Grant Avenue, E. South Street, S. Central Avenue and Lamar Area Streets plans, prepared for the City of New Braunfels.

All proposals shall follow the format provided by the City of New Braunfels.

The City is seeking a construction company with quality experience in the construction of sidewalks and curb ramps that are compliant with Texas Accessibility Standards.

04.02.01.01 S. GRANT AVENUE PROJECT – WORK

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

The City of New Braunfels seeks a bid for the facilities included in the S. Grant Avenue Maintenance Project plans, prepared for the City of New Braunfels.

All proposals shall follow the format provided by the City of New Braunfels.

The City is seeking a construction company with quality experience in the construction of sidewalks and curb ramps that are compliant with Texas Accessibility Standards.

Statement of Work:

- Full depth roadway replacement.
- New pavement.
- Pavement spot repair.
- Roadway mill and overlay.

- Roadway sealant.
- Concrete sidewalk replacement.
- Mountable and stand up curbs.
- Pavement markings
- Manhole or junction box adjustment.
- Maintain and submit all project records such as record drawings, project manuals, and warranties for approval by the City of New Braunfels.

The above list is intended to enhance the Statement of Work and is not intended to limit the respondent's description of the project's process or services provided.

This project shall require expertise in the following construction areas:

- Street Rehabilitation
- Street pavement repair.
- Typical Concrete Sidewalk and Driveway Construction

04.02.01.02 E. SOUTH STREET PROJECT – WORK

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

The City of New Braunfels seeks a bid for the facilities included in the E. South Street Maintenance Project plans, prepared for the City of New Braunfels.

All proposals shall follow the format provided by the City of New Braunfels.

The City is seeking a construction company with quality experience in the construction of sidewalks and curb ramps that are compliant with Texas Accessibility Standards.

Statement of Work:

- Full depth roadway replacement.
- New pavement.
- Pavement spot repair.
- Roadway mill and overlay.
- Roadway sealant.
- Concrete sidewalk replacement.
- Mountable and stand up curbs.
- Pavement markings
- Manhole or junction box adjustment.
- Maintain and submit all project records such as record drawings, project manuals, and warranties for approval by the City of New Braunfels.

The above list is intended to enhance the Statement of Work and is not intended to limit the respondent's description of the project's process or services provided.

This project shall require expertise in the following construction areas:

- Street Rehabilitation

- Street pavement repair.
- Typical Concrete Sidewalk and Driveway Construction

04.02.01.03 S. CENTRAL AVENUE PROJECT – WORK

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

The City of New Braunfels seeks a bid for the facilities included in the S. Central Avenue Maintenance Project plans, prepared for the City of New Braunfels.

All proposals shall follow the format provided by the City of New Braunfels.

The City is seeking a construction company with quality experience in the construction of sidewalks and curb ramps that are compliant with Texas Accessibility Standards.

Statement of Work:

- Full depth roadway replacement.
- New pavement.
- Pavement spot repair.
- Roadway mill and overlay.
- Roadway sealant.
- Concrete sidewalk replacement.
- Mountable and stand up curbs.
- Pavement markings
- Manhole or junction box adjustment.
- Maintain and submit all project records such as record drawings, project manuals, and warranties for approval by the City of New Braunfels.

The above list is intended to enhance the Statement of Work and is not intended to limit the respondent's description of the project's process or services provided.

This project shall require expertise in the following construction areas:

- Street Rehabilitation
- Street pavement repair.
- Typical Concrete Sidewalk and Driveway Construction

04.02.01.04 LAMAR AREA STREETS PROJECT – WORK

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

The City of New Braunfels seeks a bid for the facilities included in the Lamar Area Streets Project plans, prepared for the City of New Braunfels.

All proposals shall follow the format provided by the City of New Braunfels.

The City is seeking a construction company with quality experience in the construction of sidewalks and curb ramps that are compliant with Texas Accessibility Standards.

Statement of Work:

- Full depth roadway replacement.
- New pavement.
- Pavement spot repair.
- Roadway mill and overlay.
- Roadway sealant.
- Concrete sidewalk replacement.
- Mountable and stand up curbs.
- Pavement markings
- Manhole or junction box adjustment.
- Maintain and submit all project records such as record drawings, project manuals, and warranties for approval by the City of New Braunfels.

The above list is intended to enhance the Statement of Work and is not intended to limit the respondent's description of the project's process or services provided.

This project shall require expertise in the following construction areas:

- Street Rehabilitation
- Street pavement repair.
- Typical Concrete Sidewalk and Driveway Construction

ARTICLE 3 – DESIGN ENGINEER

04.03.01 The design engineer is Enrique Valdez with Cobb Fendley & Associates Inc. for Lamar Area Streets Project.

04.03.02 The design engineer is John Moy with Pawelek & Moy Inc. for S. Grant Avenue, E. South Street and S. Central Avenue Projects.

ARTICLE 4 – CONTRACT TIMES**04.04.01 Time of the Essence**

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

04.04.02 Days to Achieve Substantial Completion and Final Payment**04.04.02.01 S. GRANT AVENUE PROJECT:**

The Work will be substantially completed within **60** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Section 6 Article 14.7 of the General Conditions within **90** calendar days after the date when the Contract Times commence to run. The substantial completion schedule will be further defined with the final contract.

04.04.02.02 E. SOUTH STREET PROJECT:

The Work will be substantially completed within **335** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Section 6 Article 14.7 of the General Conditions within **365** calendar days after the date when the Contract Times commence to run. The substantial completion schedule will be further defined with the final contract.

04.04.02.03 S. CENTRAL AVENUE PROJECT:

The Work will be substantially completed within **60** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Section 6 Article 14.7 of the General Conditions within **90** calendar days after the date when the Contract Times commence to run. The substantial completion schedule will be further defined with the final contract.

04.04.02.0 LAMAR AREA STREETS PROJECT:

The Work will be substantially completed within **150** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with Section 6 Article 14.7 of the General Conditions within **180** calendar days after the date when the Contract Times commence to run. The substantial completion schedule will be further defined with the final contract.

04.04.03 Liquidated Damages**S. GRANT AVENUE PROJECT, E. SOUTH STREET PROJECT, S. CENTRAL AVENUE PROJECT AND LAMAR AREA STREETS PROJECT:**

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$500** for each calendar day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500** for each calendar day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

04.05.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 04.05.01.A below:

- A. For all Work, at the unit prices stated in Contractor's Proposal.

ARTICLE 6 – PAYMENT PROCEDURES**04.06.01 Submittal and Processing of Payments**

Contractor shall submit Applications for Payment in accordance with the General Conditions and Exhibit 4, "Supplementary Conditions."

04.06.02 Progress Payments; Retainage

- Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided herein.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.2 of the General Conditions:

- a. 95% (percent) of Work completed (5% retained).
- b. 95% (percent) of cost of materials and equipment not incorporated in the Work (5% retained).

04.06.03 Final Payment

Upon final completion and acceptance of the Work in accordance with Section 6, Article 14.7 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.7.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

04.07.01 In order to induce Owner to enter into this contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the contract documents and the other related data identified in the bidding documents.
- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing

- so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bidding documents, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price, within the contract times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
 - G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - H. Contractor has given the Purchasing Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the City of New Braunfels is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

04.08.01 Contents

- A. Contract Documents consist of the following:
 - 1. Competitive Proposal
 - a. Solicitation and Offer Form
 - b. Performance Bond
 - c. Payment Bond
 - d. General Information
 - e. Terms and Conditions
 - f. Specifications as listed in the table of contents of the Project Manual
 - g. Addenda (if any)
 - h. Exhibits and Attachments (Cost Proposal Form, Prevailing Wage Schedule, Qualifications of Proposer, Supplementary Conditions, Supplementary Provisions, Plans, and Technical Specifications)
 - 2. Project Manual (Sections 6 - 29)

3. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Contract Award Form;
 - b. Notice to Proceed;
 - c. Work Change Directives;
 - d. Contract Change Orders.
- B. The documents listed in Paragraph 04.08.01 A. are attached to this contract except as expressly noted otherwise above.
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Section 6, Article 3, Paragraph 3.4 or the Project Manual.

ARTICLE 9 – COMPETITIVE PROPOSALS

04.09.01 Competitive Proposals

This proposal is presented in accordance with Section 2269.151 Texas Government Code and City requirements.

- A. The City of New Braunfels will evaluate proposals according to the process and criteria listed below. The City of New Braunfels reserves the right to consider all other pertinent factors in addition to the proposal in making its final decision. Each of the criteria has been assigned an appropriate weight by the City of New Braunfels. Following an analysis and valuation of the Proposals, ranking of the Proponents will be made based upon the evaluation criteria. In the event of a tie in the rankings, the City of New Braunfels will break the tie based upon the City of New Braunfels's determination of which Proposal will provide the best value to the City of New Braunfels. Subjective judgment on the part of the City of New Braunfels is implicit in the criteria evaluation process. After opening and ranking, award may be made on the basis of the original proposal as is, without discussion, clarification or modification, or the City of New Braunfels may discuss with the selected Proponent, offers for cost adjustment and other elements of the Proposal.
- B. Any Proposal may be considered unacceptable if the City of New Braunfels determines it fails to provide adequate technical and price information as specified in this Instruction to Proponents.
- C. **Evaluation Criteria:** The proposals submitted in response to this competitive sealed proposal (CSP) will be reviewed by a committee assembled by the City of New Braunfels. This committee will evaluate the proposals based on, but not limited to, the following criteria, **PER STREET PROJECT** (I.E., S. GRANT AVENUE PROJECT, E. SOUTH STREET PROJECT, ETC.). Each Street Project has a potential of 100 points

each. **The total scores per Street Project will be added together, for a potential of a total of 400 points:**

1. Cost Proposal Form: (60 Points)

- a) The Owner will consider the total contract cost as part of its evaluation. The Owner will have the right to accept alternates, if applicable, in any order or combination unless otherwise specifically provided in the Proposal Documents. The Owner will have the right to accept alternative cost proposal relating to alternate project schedules per Item 3 below.

2. Relevant Experience on Similar Projects: (20 Points)

Refer to Exhibit 3, "Qualifications of Proposer"

Experience as a **general contractor** with specific experience in general road and sidewalk construction, underground utilities as well as construction of TAS-complaint Ramps and Walkways of the same or similar type, size, nature and class as the project being proposed.

- a). Minimum experience is indicated in Exhibit 3. Consideration will be given to the number of years the Proponent has been in business.
- b) Consideration will be given to projects which are:
- Occupied or substantially **complete**, as a Prime Contractor or Sub-Contractor within the last five years;
 - At a cost in excess of \$2,000,000 that your company is **presently** constructing as a Prime Contractor.

3. Overall experience, Qualifications, Reputation, Past Relationship with the City: (10 Points)

- a) This includes the qualifications, reputation, capability, safety record, and contractors past relationship and experience with the City and and/or other public entities.
- Proposer must include a list of all proposed key personnel.
 - If you are using a sub-contractor for this work, provide the sub-contractor's specific experience in general road and sidewalk construction, underground utilities, as well as construction of TAS-complaint Ramps and Walkways of the same or similar type, size, nature and class as the project being proposed.
 - The Prime Contractor or Sub-Contractor on projects with CONB as the Owner.
- b) **Other Considerations:** The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process. The City further reserves the right to consider a submitter's background, personnel, experience, financial and other references, management practices, exceptions to the CSP or subsequent contract, and any working relationships, past or present, a submitter may have with its other clients.

4. Plan and Schedule: (10 Points)

Represent a potential plan and schedule for performing the work for the project.

- a) Baseline Schedule: Provide a proposed baseline schedule in Microsoft Project for this Work while defining a critical path.
- b) Schedule Strategies: Provide strategies which are included in the proposal to minimize delays and describe areas for possible time savings.

5. Financial Capacity to perform the work: (Pass/Fail)

- a) Provide evidence of financial capability and stability which must be appropriate to the size and scope of this project.
- b) List bank references, including contact name and title, address and phone of contact person at each bank listed.

TOTAL POINTS POSSIBLE: 100 per Street Project

- D. **Presentations/Interviews**: After an initial review and compilation process, the City may ask for a presentation/interview of services from selected companies or individual to clarify and to develop a comprehensive assessment of the submissions. Interviews will provide a maximum of 10 additional points, per Street Project, as applicable.
- F. **Proposed Project Schedule**:

DATE	MILESTONE
October 1, 2020	CSP issued on http://www.bidnetdirect.com/texas and www.nbtexas.org/
October 16, 2020	Virtual Pre-Proposal Conference will be held. Time and Zoom link are provided in Section 3, Item 03.02.
October 20, 2020	Deadline for questions and requests for clarification
October 30, 2020	Competitive Sealed Proposal (CSP) submission deadline Time, address and Zoom link are provided in Section 3, Item 03.01.
November/December 2020	Anticipated approval, and award of Contract, by City Council

ARTICLE 10 – GENERAL CONTRACTOR REGISTRATION

04.10.01 Ordinance 2008-43 requires all general Contractors and their Subcontractors to be registered with the City of New Braunfels before commencing work within city limits. All information may be obtained from the Planning & Community Development department, Building Division on the City's website, www.nbtexas.org. In addition to topics such as permitting and fees, et cetera, the "Forms and Applications" hyperlink has links to the required "**Contractor's Registration Packet**" and "**Sub-Contractor Registration**" forms. Additional information may be provided by calling the Building Division at (830) 221-4060.

ARTICLE 11 – PROPOSAL GUARANTY

04.11.01 All Proposals shall be accompanied by an acceptable Proposal Guaranty in an amount of not less than five percent (5%) of the total Proposal Amount, as specified in Terms and Conditions, Section 5, Article 5.

ARTICLE 12 – CONTRACT SECURITY

04.12.01 The required Performance and Payment Bonds must be delivered to Owner not later than 10 days after Notice of Award is issued to Contractor.

ARTICLE 13 – PERFORMANCE AND PAYMENT BONDS

04.13.01 When Performance and/or Payment Bonds are required, each shall be issued in equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors' obligations under the Contract Documents, as specified in Terms and Conditions, Section 5, Article 6.

ARTICLE 14 – MINIMUM WAGES AND PREVAILING WAGE RATES

04.14.01 Minimum wage rates have been established and are specified in Section 5, Articles 23 and 24, "Wage Rates."

Refer to Exhibit 2, "Prevailing Wage Schedule"

ARTICLE 15 – INSURANCE AND LIABILITY COVERAGE

04.15.01 During the period of this contract, Contractor shall maintain at his expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold City of New Braunfels harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor shall:

- A. Name City of New Braunfels as additional insured/or an insured, as its interests may appear.
- B. Provide City of New Braunfels a waiver of subrogation.
- C. Provide City of New Braunfels with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- D. Provide the Purchasing Representative at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award.
- E. Submit a certificate of insurance reflecting coverage as follows:
 - a. Automobile Liability:

Bodily Injury (Each person)	-	\$1,000,000.00
Bodily Injury (Each accident)	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00
 - b. General Liability (Including Contractual Liability):

Bodily Injury	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00
Aggregate	-	\$2,000,000.00
 - c. Excess Liability:

Umbrella Form	-	\$5,000,000.00
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d. <u>Worker's Compensation:</u>	-	Statutory
<u>Or Employer's Liability Insurance:</u>	-	\$1,000,000.00
Each Accident	-	\$1,000,000.00
Disease each employee	-	\$1,000,000.00
Policy Limit	-	\$1,000,000.00

ARTICLE 16 – MISCELLANEOUS

04.16.01 Terms

Terms used in this Agreement will have the meanings stated in the Section 6, Article 1 (General Conditions) and Project Manual Section 9 (Definitions and Terminology).

04.16.02 Assignment of Contract

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

04.16.03 Successors and Assigns

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

04.16.04 Severability

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

04.16.05 Contractor's Certifications

Contractor certifies in Exhibit 3, "Qualifications of Proposer", it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made
 1. to influence the bidding process or the execution of the Contract to the detriment of Owner,

2. to establish Bid or Contract prices at artificial non-competitive levels, or
 3. to deprive Owner of the benefits of free and open competition;
- C. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

04.16.06 Certification of House Bill 89

Contractor certifies in Exhibit 3, “Qualifications of Proposer”, it has not boycotted Israel currently and will not boycott Israel during the term of the contract, Pursuant to Section 2270.0001, Texas Government Code.

04.16.07 Indemnity Against Loss

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, hold harmless and defend City of New Braunfels, their officers, agents and employees from any loss, damage, liability or expense, including reasonable attorney’s fees, on account of damage to property and injuries, including death, to all persons, including employees of the Contractor or any of its consultants, which may arise from any negligent act, error or omission, on the part of the Contractor, its employees, agents, and consultants, pursuant to this contract.
- B. The City does not assume any liability to third persons, nor will the City reimburse the Contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and Contractor further agrees to provide the defense for, and indemnify and hold harmless City from any and all claims, suits, causes of action, and liability, arising in connection with this contract.

04.16.08 Anti-Lobbying and Procurement

Lobbying activities or representations by the Bidder are prohibited between the date that the solicitation is issued and the date of contract execution.

During a no-contact period, a bidder shall make a representation only through the authorized contact person.

During the no-contact period, a bidder may not make a representation to a City official or to a City employee other than to the authorized contact person. This prohibition also applies to a vendor that makes a representation and then becomes a bidder.

The prohibition of a representation during the no-contact period applies to a representation initiated by a bidder, and to a representation made in response to a communication initiated by a City official or a City employee other than the authorized contact person.

04.16.09 Safeguarding of Information and Data

The Contractor shall safeguard all information and data provided by the City. Further, Contractor shall not sell or make available data or mailing lists compiled from data received from the City without the express written approval of the City Council, through the City's Purchasing Representative, with appropriate remuneration to the City.

04.16.10 Certificate of Interested Parties (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission (TEC) found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed **Certificate of Interested Parties (Form 1295)** to the City before the City may enter into a contract with that business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Standard Filing Process: Form 1295 is accessible at, and must be completed online, at the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A business entity must enter the required information as directed on Form 1295 and then print a copy of the completed form after it has been submitted online. It is important to note that the information that is required in 'Certification Number' and 'Date Filed' fields in the 'Certification of Filing' box on the form will not be generated until the form has been submitted, not saved. An authorized agent of the business entity must then complete the information required in the "Unsworn Declaration" field of the form and sign the printed copy of the form, containing the unique Certification Number and filing date. The completed and signed Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract; the governmental body or state agency will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website.

Solicitation Document: If a completed Form 1295 is requested in a solicitation document issued by the City, Respondent shall reference the City's solicitation number in Box 3 of the form as a contract number is not generated until the award of a contract by City Council. Respondents must submit the original signed form with their response to the solicitation. The City will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website after the contract has been awarded.

04.16.11 Requirement for Disclosure of Conflict of Interest

In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements

under Section 176.006(a).

Form CIQ is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to a request for proposals or bids, correspondence or other writing related to a potential agreement with the City.

If requested in the solicitation document, all respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their proposal **in addition to** submitting a completed Form CIQ to the office of the City Secretary located at 550 Landa Street; New Braunfels, Texas 78130.

By law, Form CIQ must be filed with the City Secretary no later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed as per Section 176.006(a-1). A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

END OF SECTION

TERMS AND CONDITIONS**ARTICLE 1 – DEFINED TERMS**

05.01.01 Terms used in these Terms and Conditions, which are defined in the General Conditions of the Contract Documents, have the meanings assigned to them in the General Conditions. The term “Proposer” means one who submits a Proposal directly to Owner, as distinct from a sub-Proposer, who submits a proposal to a Proposer. The term “Successful Proposer” means the lowest, qualified, responsible and responsive Proposer to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The term “Proposal Documents” includes the Advertisement or Invitation to Proposal, General Terms and Conditions, the Proposal Form, and the Contract Documents (Including all Addenda issued prior to receipt of Proposals).

ARTICLE 2 – COPIES OF PROPOSAL DOCUMENTS

05.02.01 Complete sets of the Proposal Documents in the number and for the sum stated in the Advertisement or Competitive Sealed Proposal may be obtained from Owner. The sum for the Project Documents is not refundable.

05.02.02 Complete sets of Proposal Documents must be used in preparing Proposals; neither Owner nor Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

05.02.03 Owner, in making copies of Proposal Documents available on the above terms, do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

05.02.04 Complete sets of Proposal Documents may be downloaded at <http://www.bidnetdirect.com/texas> and the City website, <http://www.nbtexas.org>, unless otherwise notified.

ARTICLE 3 – EXAMINATION OF CONTRACT DOCUMENTS AND SITE

05.03.01 It is the responsibility of each Proposer before submitting a Proposal, to: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Proposer’s observations with the Contract Documents; and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

05.03.02 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others and Owner does not assume responsibility for the accuracy of completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

05.03.03 On request in advance, Owner will provide each Proposer access to the site to conduct such explorations and tests as each Proposer deems necessary for submission of a Proposal. Proposer shall fill all holes, clean up, and restore the site to its former condition upon

completion of such explorations. The Proposer shall be responsible for the expenses associated with such tests and explorations.

05.03.04 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. **All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.** Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

05.03.05 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 4 – INTERPRETATIONS AND ADDENDA

05.04.01 All questions about the meaning or intent of the Contract Documents are to be directed to Purchasing Representative. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda emailed, mailed or delivered to all parties recorded by Purchasing Representative as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

05.04.02 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

ARTICLE 5 – PROPOSAL GUARANTY

05.05.01 All Proposals shall be accompanied by a proposal guaranty in an amount of not less than five percent (5%) of the total Proposal. If the total Proposal amount is \$100,000 or less, Proposer has the option of providing a cashier's or certified check, made payable to City of New Braunfels, or a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owner. If the total Proposal amount exceeds \$100,000, the only acceptable proposal guaranty will be a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owner.

05.05.02 Proposal guaranty accompanying the Proposal of the apparent low Proposer will be retained until Contract is awarded and successful Proposer executes Contract and furnishes required bonds and insurance, after which proposal guaranty will be returned to the Proposer. Proposal guaranty accompanying the second lowest Proposer will be retained until Contract is awarded. All other proposal guaranties will be returned after Proposal certification.

ARTICLE 6 – PERFORMANCE AND PAYMENT BONDS

05.06.01 When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by Owner pursuant to applicable law.

ARTICLE 7 – CONTRACT TIME

05.07.01 The number of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Agreement.

ARTICLE 8 – LIQUIDATED DAMAGES

05.08.01 Provisions for liquidated damages, if any, are set forth in Section 04.04.03 - General Information.

ARTICLE 9 – SUBSTITUTE AND “OR-EQUAL” ITEMS

05.09.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or substitute or “or-equal” materials and equipment approved by Owner and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Owner as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Owner at least 7 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.5 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owner approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 10 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

05.10.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Proposer, and any other Proposer so requested, shall within five days after Proposal opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Proposer to submit a substitute. If the Substitute will cause the cost of the work to increase the Owner will agree to increase the contract price by the corresponding increase.

05.10.02 If apparent Successful Proposer declines to make any such substitution, Owner may award the Contract to the next lowest Proposer that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Proposal security of any Proposer. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

ARTICLE 11 – PREPARATION OF PROPOSAL

05.11.01 The Proposal Form is included with the Proposal Documents.

- A. All blanks on the Proposal Form shall be completed. Erasures or alterations shall be initialed in ink by the person signing the Proposal Form. A Proposal price shall be indicated for each proposal item or unit price listed therein. In the case of optional alternatives, the words “No Proposal,” “No Change,” or “Not Applicable” may be entered.
- B. All names shall be printed in ink below the signatures.
- C. The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Proposal Form.
- D. Postal and e-mail addresses and telephone number for communications regarding the Proposal shall be shown.
- E. The Proposal shall contain evidence of Proposer’s authority and qualification to do business in the state where the Project is located, or Proposer shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer’s state Contractor license number, if any, shall also be shown on the Proposal Form.

ARTICLE 12 – SUBMISSION OF PROPOSAL

05.12.01 Each Proposal, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity shall be submitted in accordance with Section 3.03.

ARTICLE 13 – BASIS OF PROPOSAL; COMPARISON OF COSTS

05.13.01 Unit Price

1. Proposers shall submit a Proposal on a unit price basis for each item of Work listed in the Proposal Form.
2. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any

column of figures and the correct sum thereof will be resolved in favor of the correct sum.

05.13.02 Lump Sum Price

1. Proposers shall provide proposal items on a lump sum price for each item of Work listed as such in the Proposal Form.
2. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding lump sum price.
3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the lump sum prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 – MODIFICATION AND WITHDRAWAL OF PROPOSALS

05.14.01 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

05.14.02 Changes

The City Purchasing Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any of the following:

- a) Description of services to be performed.
- b) Time of performance (i.e. hours of day, days of week, etc.)
- c) Place of performance of the services.
- d) Correction of errors of a general administrative nature or other mistakes, the correction that does not affect the scope of the contract, or does not result in expense to the Contractor.

If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

05.14.03 If, within twenty-four hours after Proposals are opened, and Proposer files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal security will be returned. Thereafter, that Proposer will be disqualified from further proposal on the work to be provided under the Contract Documents.

ARTICLE 15 – OPENING OF PROPOSALS

05.15.01 Proposals will be opened, and base price will be read aloud. Other content will not be disclosed to competing Proposers and the contents will be kept confidential during negotiations. Until the negotiations are completed, only the number, identity and proposed price of the Proposers submitting Proposals will be made available to the public.

ARTICLE 16 – PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

05.16.01 All Proposals will remain subject to acceptance for one-hundred twenty (120) days after the day of the Proposal opening, but Owner may, in its sole discretion, release any Proposal and return the Proposal security prior to that date.

ARTICLE 17 – AWARD OF CONTRACT

05.17.01 Owner reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Proposer, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Proposals. Also, Owner reserves the right to reject the Proposal of any Proposer if Owner believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

05.17.02 In evaluating Proposals, Owner will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, and such alternatives, and other data, as may be requested in the Proposal Form or prior to the Notice of Award.

05.17.03 If the Contract is to be awarded, it will be awarded to the lowest Proposer whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.

05.17.04 If the contract is to be awarded, Owner will give the Successful Proposer a Notice of Award within one-hundred twenty (120) days after the day of the Proposal opening.

05.17.05 Owner reserves the right to increase the value of the contract by adding alternatives described in the Proposal.

05.17.06 Causes for Rejection; Waiver of Irregularities; Disqualification - In any case, of ambiguity or lack of clarity in stating the prices in the bid, the Owner will use the construction most advantageous to it or reject the bid.

05.17.07 Other causes for the Owner to disqualify a bidder or reject its bid include:

- a) The bid has any omission, alteration of form, addition or condition not called for, or unreasonable or unbalanced unit bid prices.
- b) The bid is incomplete or is not accompanied by an acceptable bid guaranty.
- c) More than one bid is submitted by the bidder.
- d) There is evidence of collusion among bidders.
- e) There is evidence of unsatisfactory performance, default or litigation with an owner by the bidder under a previous contract, either with this Owner or with another owner, including work by the bidder as a subcontractor.
- f) There is evidence that the bidder is behind schedule, in arrears in payment to an employee, subcontractor or material supplier, in default, or in litigation with an owner under an existing contract.
- g) The Owner determines that the Bidder is not responsible because there is evidence that the bidder does not have sufficient qualifications (including without limitation, lack of experience, poor safety record, insufficient personnel, equipment, financial resources, or any other attribute) to assure the satisfactory completion of the Project.
- h) The Owner determines that the bidder has been convicted of a criminal offense committed in Texas involving fraud, theft, bribery, kickbacks or unlawful gifts to a public official if the conviction occurred within three years immediately preceding either the date of submission of your bid, the submission of your statement of Bidder's qualifications or the advertised contract award date.
- i) More than 50 percent of the work performed by subcontractors to the Contractor.
- j) The Bidder does not meet the minimum experience qualifications established in the Statement of Bidder's Qualifications.

05.17.09 Each bidder by submission of a bid waives any claims it has or may have against the Owner, the Engineer, its sub-consultants and their employees and any other consultants, and any trustees, officers, and employees of Owner, connected with or arising out of the bid administration, bid evaluation, recommendation for Contract award, the award of the Contract and the rejection of any bids.

ARTICLE 18 – CONTRACT SECURITY

05.18.01 The required performance and payment Bonds must be delivered to Owner not later than 10 days after Notice of Award.

ARTICLE 19 – SALES TAX

05.19.01 The Proposer shall investigate all statutory requirements for the payment of sales taxes and shall include the cost of any such payments in the Proposal prices of his proposal.

05.19.02 The Proposer's attention is directed to Chapter 151 of the Tax Code of the State of Texas. This section provides that all items used or consumed in direct pursuance of this Contract

can be purchased free of State of Owner sales tax since the project is being performed for an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas.

ARTICLE 20 – LAWS AND REGULATIONS

05.20.01 The Proposer's attention is directed to the fact that all applicable Texas state laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided will apply to the Contract through out, and they will be deemed to be included in the Contract the same as if herein written out in full.

ARTICLE 21 – RESIDENT PROPOSERS

05.21.01 Texas provides no advantage to resident Proposers in the award process. However, offers from another state where that state favors their residents will be evaluated by adding the same differential to the proposal that would be required for a non-resident proposal to be awardable in their resident state. For example, how much lower a Texas firm must be in that state than one of their resident proposals in order to be the awardee.

05.21.02 Pursuant to Local Government Code §271.9051, the City of New Braunfels has a local preference resolution 2009-R61. This resolution authorizes the municipality to enter into a contract with the lowest Proposer or the Proposer whose principal place of business is in the City of New Braunfels if that local Proposer is within five percent of the lowest proposal price received from a Proposer who is not a resident and offers the municipality the best combination of contract price and additional economic development opportunities for the City created by the contract award; including the employment of residents of the municipality and increased tax revenues to the municipality and total amount of the contract is less than \$100,000. This provision does not prohibit the City of New Braunfels from rejecting all proposals.

ARTICLE 22 – GENERAL CONTRACTOR REGISTRATION

05.22.01 Ordinance 2008-43 requires all general Contractors and their Subcontractors to be registered with the City of New Braunfels before commencing work within city limits. All information may be obtained from the Planning & Community Development department, Building Division on the City's website, www.nbtexas.org. In addition to topics such as permitting and fees, et cetera, the "Forms and Applications" hyperlink has links to the required "**Contractor's Registration Packet**" and "**Sub-Contractor Registration**" forms. Additional information may be provided by calling the Building Division at (830) 221-4060.

ARTICLE 23 – PREVAILING WAGES

05.23.01 Proposer must comply with all requirements of the prevailing wage Statue 2258 and Davis-Bacon and Related Acts for non-Federal contracts.

05.23.02 Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Highway-Heavy Trades "AS APPLICABLE".

- A. Wages shall be paid in accordance with the Davis Bacon Wage Rates.
<https://www.wdol.gov/dba.aspx>

Exhibit 2; "Prevailing Wage Schedule"

05.23.03 Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to Owner rates and classification proposed for use, for approval, prior to performance of the Work.

ARTICLE 24 – EMPLOYMENT REQUIREMENTS AND WAGE RATES

05.24.01 This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

05.24.02 The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

05.24.03 Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owner harmless for any failure to so comply and any discrimination for which Contractor may be charged.

05.24.04 Contractor shall keep certified payrolls which will be collected and maintained by the Contractor for itself and all subcontractors and made available to the Owner as may be required upon request or for audit at completion of the job. Accurate records shall show the names and occupations of all laborers, workmen, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Owner.

05.24.05 According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

05.24.06 Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.

05.24.07 Pursuant to Texas Revised Civil Statutes, Article 4413(31), Contractor shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five years.

ARTICLE 25 – RELEASE OF INFORMATION

05.25.01 Under Texas law, information relating to this Solicitation may be kept confidential until a contract has been awarded. Owner shall not release information relative to this Solicitation during the proposal evaluation process or prior to contract award, except as otherwise required by law.

ARTICLE 26 – DISCLOSURE OF PROPRIETARY INFORMATION

05.26.01 All materials submitted to Owner become public property and are subject to the Texas Public Information Act, Government Code Chapter 552, upon receipt. If Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked “proprietary” at time of submittal.

Owner will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

END OF SECTION

EXHIBITS

**Exhibit 1
CSP 21-001 Proposal Form**

**Exhibit 1 - CSP 21-001 - PROPOSAL FORM
CITY WIDE STREETS PROJECT
GRANT, SOUTH, CENTRAL AND LAMAR**

S. GRANT AVENUE MAINTENANCE PROJECT

Item	Description	Unit	Est Qty	Unit Price	Total
100	PREPARING ROW	LS	1		
110	EXCAVATION(ROADWAY) (INCLUDES CONC. PILOT CHANNEL)	CY	743		
160	FURNISHING AND PLACING TOPSOIL (4")	SY	104		
162	BLOCK SODDING (BERMUDA)	SY	104		
247	FL BS (CMP IN PLC) (TYA GR2) (FNAL POS) (10")	CY	445		
310	PRIME COAT (MC-30)	GAL	308		
340	D-GR HMA(SQ) TY-D PG-70-22(2")	TON	170		
360	CONCRETE PILOT CHANNEL (9")	SY	106		
479	ADJUSTING MANHOLES	EA	1		
500	MOBILIZATION	LS	1		
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3		
506	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	20		
506	ROCK FILTER DAMS (REMOVE)	LF	20		
529	MOUNTABLE CURB	LF	331		
529	CONCRETE CURB (STANDUP)	LF	5		
530	DRIVEWAYS (CONC) (5")	SY	139		
530	DRIVEWAYS (CONC) (6")	SY	25		
531	CONC SIDEWALKS (4")	SY	118		
531	CURB RAMPS (TY 2)	EA	1		
531	CURB RAMPS (TY 10)	EA	2		
NBU(504)	ADJUSTING WATER VALVE BOX	EA	2		
TOTAL BID AMOUNT FOR S. GRANT AVENUE					

E. SOUTH STREET MAINTENANCE PROJECT

Item	Description	Unit	Est Qty	Unit Price	Total
100	PREPARING ROW	LS	1		
110	EXCAVATION(ROADWAY) (INCLUDES CONC. PILOT CHANNEL)	CY	4,014		
160	FURNISHING AND PLACING TOPSOIL (4")	SY	466		
162	BLOCK SODDING (BERMUDA)	SY	466		
247	FL BS (CMP IN PLC) (TYA GR2) (FNAL POS) (10")	CY	2,574		
310	PRIME COAT (MC-30)	GAL	1,831		
340	D-GR HMA(SQ) TY-D PG-70-22(2")	TON	1,007		
360	CONCRETE PILOT CHANNEL (9")	SY	359		
479	ADJUSTING MANHOLES	EA	4		
500	MOBILIZATION	LS	1		
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12		
506	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	40		
506	ROCK FILTER DAMS (REMOVE)	LF	40		
529	FLUSH CURB	LF	1,138		
529	MOUNTABLE CURB	LF	659		
529	CONCRETE CURB (STANDUP)	LF	1,270		
529	CONC CURB (TY C1)	LF	244		
530	DRIVEWAYS (CONC) (5")	SY	323		
530	DRIVEWAYS (CONC) (6")	SY	83		
531	CONC SIDEWALKS (4")	SY	732		
531	CONC SIDEWALKS (6")	SY	125		
531	CURB RAMPS (TY 1)	EA	3		
531	CURB RAMPS (TY 2)	EA	5		
531	CURB RAMPS (TY 10)	EA	6		
NBU(504)	ADJUSTING WATER VALVE BOX	EA	4		
TOTAL BID AMOUNT FOR E. SOUTH STREET					

**Exhibit 1
CSP 21-001 Proposal Form**

S. CENTRAL AVENUE MAINTENANCE PROJECT

Item	Description	Unit	Est Qty	Unit Price	Total
100	PREPARING ROW	LS	1		
110	EXCAVATION(ROADWAY)	CY	620		
160	FURNISHING AND PLACING TOPSOIL (4")	SY	131		
162	BLOCK SODDING (BERMUDA)	SY	131		
247	FL BS (CMP IN PLC) (TYA GR2) (FNAL POS) (10")	Y	413		
310	PRIME COAT (MC-30)	GAL	297		
340	D-GR HMA(SQ) TY-D PG-70-22(2")	TON	164		
420	CL A CONC (STEPS)	SY	3		
479	ADJUSTING MANHOLES	EA	1		
500	MOBILIZATION	LS	1		
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3		
506	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	20		
506	ROCK FILTER DAMS (REMOVE)	LF	20		
529	CONC CURB (STAND UP)	LF	718		
529	CONC CURB (TY C1)	LF	184		
530	DRIVEWAYS (CONC) (5")	SY	94		
530	DRIVEWAYS (CONC) (6")	SY	27		
531	CONC SIDEWALKS (4")	SY	169		
531	CONC SIDEWALKS (6")	SY	83		
531	CURB RAMPS (TY 2)	EA	2		
531	CURB RAMPS (TY 10)	EA	2		
NBU(504)	ADJUSTING WATER VALVE BOX	EA	1		
TOTAL BID AMOUNT FOR S. CENTRAL AVENUE					

LAMAR STREET MAINTENANCE PROJECT

Item	Description	Unit	Est Qty	Unit Price	Total
100.1 (SA)	MOBILIZATION	LS	1		
101.1 (SA)	PREPARING RIGHT-OF-WAY	LS	1		
103.1 (SA)	REMOVE CONCRETE CURB	LF	1,085		
104.1 (SA)	STREET EXCAVATION	CY	318		
202.1 (SA)	PRIME COAT	GAL	1,420		
203.1 (SA)	TACK COAT	GAL	1,740		
205.3 (SA)	HOT MIX ASPHALTIC PAVEMENT, TYPE D (2" DEPTH)	SY	17,417		
207.1 (SA)	SINGLE COURSE BITUMINOUS SLURRY SEAL	SY	490		
208.1 (SA)	SALVAGING, HAULING & STOCKPILING RECLAIMABLE ASPHALTIC PAVEMENT (2" DEPTH)	SY	14,187		
230.1 (SA)	FLEXIBLE PAVEMENT STRUCTURE REPAIR (10" DEPTH) (RECONSTR AND SPOT REPAIR)	SY	14,187		
245	RELOCATE WATER METER	EA	3		
500.1 (SA)	CONCRETE SWALE (2 FT)	LF	7,455		
500.1 (SA)	CONCRETE VALLEY GUTTER (3 FT)	LF	2,680		
502.1 (SA)	CONCRETE SIDEWALKS	SY	4,415		
503.1 (SA)	PORTLAND CEMENT CONCRETE DRIVEWAYS	SY	27		
512.1 (SA)	ADJUSTING EXISTING MANHOLES	EA	4		
512.3 (SA)	VALVE BOX ADJUSTMENTS	EA	17		
513.1 (SA)	REMOVING AND RELOCATING MAILBOXES	EA	20		
516.2 (SA)	ST AUGUSTINE SODDING	SY	5,210		
530.1 (SA)	BARRICADES, SIGNS & TRAFFIC HANDLING	LS	1		
535.2 (SA)	4 INCH WIDE WHITE LINE	LF	8,516		
523.7 (SA)	24 INCH WIDE WHITE LINE	LF	500		
540.1 (SA)	SWPPP	LS	1		
540.9 (SA)	TEMPORARY SEDIMENT CONTROL FENCE FOR STOCKPILE	LS	1		
TOTAL BID AMOUNT FOR LAMAR STREET					

TOTAL PROPOSAL PRICE FOR ALL PROJECTS: \$ _____

**Exhibit 1
CSP 21-001 Proposal Form**

SIGNATURE AUTHORIZATIONS ARE ON THE FOLLOWING PAGE

The undersigned proposer does hereby declare and stipulate that this proposal is made in good faith, and it is made in pursuance of and subject to all the terms and conditions of the advertisements, proposal documents and requirements, Addenda, the Standard Form Agreement and General Conditions, and the Contract Documents, including the Plans and Specifications pertaining to the work, all of which have been examined by the undersigned proposer. The undersigned hereby declares that he/she has visited the site or has ample opportunity to visit the site, has had sufficient time to make all tests and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the Plans, Specifications, and Contract Documents relating to the work covered by his/her proposal, and that he/she agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for guidance of the contractor.

The undersigned further agrees that he/she will provide all necessary tools and apparatus, do all work, furnish all materials, and do everything required to carry out the work covered by this proposal, in strict accordance with the Contract Documents, and the requirements pertaining thereto, for the Total Proposal Price for each station.

Additionally, the undersigned affirms that the Offeror is willing to sign the attached Standard Form of Agreement with the General Conditions of the Contract (Attachment A). Further, Offeror certifies that the only person or parties interested in this offer as principals are those named herein.

ADDENDA: The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications, and all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

Addendum No. 3 dated _____ Received _____

Offeror: _____
(Print or type full name of your proprietorship, partnership, corporation or joint venture)

Contractor's Name: _____

Signed by: _____
(Authorized Representative)

Print Name: _____ Date: _____

WAGE RATE DETERMINATION

COUNTY NAME: COMAL

Wages are based on DOL General Decision:

TX TX20200007- HEAVY AND HIGHWAY CONSTRUCTION

- Wages shall be paid in accordance with the Davis Bacon Wage Rates.
- <https://beta.sam.gov/>

PREVAILING WAGES

Proposers must comply with all requirements of the prevailing wage Statue 2258 for non- Federal contracts and Davis-Bacon and Related Acts for federal contracts.

Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Highway-Heavy Trades "AS APPLICABLE".

- A. Wages shall be paid in accordance with the Davis Bacon Wage Rates.
<https://beta.sam.gov/>

Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to owner rates and classification proposed for use, for approval, prior to performance of the Work.

EMPLOYMENT REQUIREMENTS AND WAGE RATES

This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owner harmless for any failure to so comply and any discrimination for which Contractor may be charged.

Contractor and each Subcontractor shall keep certified payrolls be collected and maintained by the Contractor for itself and all subcontractors, and made available to the Owner as may be required upon request or for audit at completion of the job.

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.
hereto.

"General Decision Number: TX20200007 01/03/2020

Superseded General Decision Number: TX20190007

State: Texas

Construction Types: Heavy and Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving and
Structures).....\$ 12.56

ELECTRICIAN.....\$ 26.35

FORM BUILDER/FORM SETTER
Paving & Curb.....\$ 12.94
Structures.....\$ 12.87

LABORER

Asphalt Raker.....\$ 12.12
Flagger.....\$ 9.45
Laborer, Common.....\$ 10.50
Laborer, Utility.....\$ 12.27
Pipelayer.....\$ 12.79
Work Zone Barricade
Servicer.....\$ 11.85

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:

Agricultural Tractor.....\$ 12.69
Asphalt Distributor.....\$ 15.55
Asphalt Paving Machine.....\$ 14.36
Boom Truck.....\$ 18.36
Broom or Sweeper.....\$ 11.04
Concrete Pavement
Finishing Machine.....\$ 15.48
Crane, Hydraulic 80 tons
or less.....\$ 18.36
Crane, Lattice Boom 80
tons or less.....\$ 15.87
Crane, Lattice Boom over
80 tons.....\$ 19.38
Crawler Tractor.....\$ 15.67
Directional Drilling
Locator.....\$ 11.67
Directional Drilling
Operator.....\$ 17.24
Excavator 50,000 lbs or
Less.....\$ 12.88
Excavator over 50,000 lbs...\$ 17.71
Foundation Drill, Truck
Mounted.....\$ 16.93
Front End Loader, 3 CY or
Less.....\$ 13.04
Front End Loader, Over 3 CY.\$ 13.21
Loader/Backhoe.....\$ 14.12
Mechanic.....\$ 17.10

Milling Machine.....\$ 14.18
Motor Grader, Fine Grade....\$ 18.51
Motor Grader, Rough.....\$ 14.63
Pavement Marking Machine....\$ 19.17
Reclaimer/Pulverizer.....\$ 12.88
Roller, Asphalt.....\$ 12.78
Roller, Other.....\$ 10.50
Scraper.....\$ 12.27
Spreader Box.....\$ 14.04
Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51

Steel Worker

Reinforcing.....\$ 14.00
Structural.....\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole
Worker.....\$ 16.00

TRUCK DRIVER

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

WELDER.....\$ 15.97

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

"

Bidding Requirements, Contract Forms and Conditions of the Contract
Qualifications of Proposer
CSP 21-001 City Wide Streets Project – Grant, South, Central and Lamar Streets
Exhibit 3

QUALIFICATIONS OF PROPOSER

To demonstrate qualifications to perform the Work, each Proposer must submit written evidence of financial data, previous experience, present commitments and other such data as may be called for below. Each proposal must contain evidence of Proposer's qualification to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

Each proposal must contain evidence of Proposer's qualifications to perform the work described in the Contract Documents. Provide a list of similar projects as may be called for below.

The object of the request for the qualification of Proposer is neither to discourage proposals nor to make it difficult for qualified Proposer to file proposals. Nor is it intended to discourage beginning Contractors. It is intended to make it possible for Owner to obtain more exact information on financial ability, equipment, and experience in order to reduce hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

The Proposer is required to submit the following information to Owner for consideration:

Answer all questions. Provide responses that are clear and comprehensive. Attach any additional information provided on separate sheets.

Company name: _____

Permanent main office address: _____
Street City, ST ZIP

Tax ID No.: _____

DUNS No.: _____

1. Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

2. Form of ownership: Proprietorship Partnership Corporation Other (specify) _____

3. When organized: _____

4. If a corporation, where incorporated: _____

5. How many years has your company been engaged in business under its present name? _____

Bidding Requirements, Contract Forms and Conditions of the Contract
Qualifications of Proposer
CSP 21-001 City Wide Streets Project – Grant, South, Central and Lamar Streets
Exhibit 3

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.

1. Has your company ever failed to complete, defaulted, or been terminated on a project? Yes No

If yes, attach the project name and location, owner and architect names, and explanation of the occurrence.

2. Does your company have any involvement in prior, pending or threatened claims or litigation alleging?

A) Non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the owner; or Yes No

B) Any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or Yes No

C) Non-payment to Sub-Contractors and material suppliers? Yes No

D) Have you or any member of your Firm or Team paid liquidated damages in the last three (3) years? Yes No

If you answered yes to any of the above questions, provide in an attachment the project name and location, owner and architect names, and explanation of the nature, status and/or outcome of such claim or litigation.

3. Has your company or any of your Sub-Contractors' companies ever failed to take corrective action on items of work under warranty during the warranty period? Yes No

4. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Yes No

EXPERIENCE & QUALIFICATIONS:

Prospective Respondents must show and document that they are responsible, qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed, and prospective respondents must have the capability and capacity in all respects to fully satisfy all of the contractual requirements described in this solicitation. Prospective bidders must not have been terminated by the City of New Braunfels on any prior projects nor have any litigation with the City for any construction project.

1. How many years has your current organization been doing business as a construction general contractor? _____ years

If less than five (5) years, please explain in an attachment your organization's construction general contractor history.

2. Your company certifies that the Superintendent/Manager you propose for this Project has sufficient knowledge, skills and experience in similar Project work: Yes No

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3. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this Contract. Yes No
4. Your company certifies that it is not in arrears in the payment of any obligations to the City of New Braunfels, including, without limitation, property or sales taxes, fees or utility charges. Yes No
If no to any of the above, attach an explanation.
5. Bids shall be considered from responsible respondents with experience in general road and sidewalk construction, underground utilities as well as construction of TAS-complaint Ramps and Walkways of the same or similar type, size, nature and class as the project being proposed. The Respondent's experience, in combination with its subcontractor's experience, should include a *minimum* of three (3) projects within the last five (5) years.
 - 5.1 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, phone number, architects, contract amount, percent complete, scheduled completion date, and type of work performed by your work forces. Include names and phone numbers of contact persons for each project.
 - 5.1.1 State total worth of work in progress and under contract: _____
 - 5.2 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, the type of work performed by your work forces, and percentage of the cost of the work performed with your own forces. Include names and phone numbers of contact persons for each project.
 - 5.2.1 State average annual amount of construction work performed during the past five years:

 - 5.3 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
 - 5.4 Proposer shall provide the name of each subcontractor and/or supplier the Proposer will use in the performance of the contract. The proposer shall specify the work to be performed, the amount of the subcontract and the percentage of the contract the proposer will expend throughout the life of the project.

(Please note that any changes in the subcontractor and/or supplier listed below shall require additional approval prior to contract execution.)

6. Provide a list of primary sub-Contractors and Suppliers for the Work.

PROJECT SCHEDULE

Provide an estimated project schedule based on the construction specifications. Include this information as a Gantt Chart in Tab 6.

FINANCIAL

1. Please indicate the current limit of your Bonding Capacity: _____

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2. How much work is your firm currently contracted to provide? (Provide current total amount of work in dollars from ALL sources.) _____
- 3 List bank references, including name and title, address and phone of contact person.

4. Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the City. Yes No
If no, explain: _____

CONTRACTOR'S CERTIFICATIONS

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract, as defined in Paragraph 04.09.05: Yes No
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made
1. to influence the bidding process or the execution of the Contract to the detriment of Owner,
 2. to establish Bid or Contract prices at artificial non-competitive levels, or
 3. to deprive Owner of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION

- A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's bid? Yes No
1. That you are fully informed of the contents of the bid and the circumstances of its preparation;
 2. That your bid is genuine and is not a collusive or sham bid;
 3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other bidder; and

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4. The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. HOUSE BILL 89 VERIFICATION

A. Contractor shall verify that it's named company, under the provisions of Subtitle F Title 10 Government Code Chapter 2270: Yes No

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

4. SAFETY RECORD QUESTIONNAIRE & STATEMENT OF BIDDER'S SAFETY EXPERIENCE

Pursuant to Section 252.0435 of the Local Government Code, the City of New Braunfels will consider the safety records of potential contractors prior to awarding bids on City contracts. The City of New Braunfels follows written definitions and criteria for accurately determining the safety record of a Bidder prior to awarding bids on City contracts. The term "Bidder" includes the firm, corporation, partnership, or other legal entity represented by the Bidder or anyone acting for such firm, corporation, partnership or other entity submitting the bid. The definitions and criteria for determining the safety record of a Bidder are:

"Citations" include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments. Notice of Violations and Notice of Enforcement received from the TCEQ shall include those classified as major violations and moderate violations under the TCEQ'S regulations for documentation of Compliance History, 30 Texas Administrative Code, Chapter 60.2 (c) (1) and (2).

"Environmental Protection Agency" includes, but is not limited to the Texas Commission on Environmental Quality (TCEQ), the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, the Texas Department of Health, the Texas Parks and Wildlife Department, the Structural Pest Control Service, agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States.

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1. If the Bidder's response to the following questions reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Bidder for serious violations of Occupational Safety & Health Administration (OSHA) regulations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Bidder.
2. If the Bidder's response to the following questions reveals more than one (1) case in which Bidder has received a citation or for which final orders have been entered from an environmental protection agency for violations within the past five (5) years, the City will, at its discretion, determine whether to disqualify the Bidder.
3. If the Bidder's response to the following questions reveals that the Bidder has been convicted of a criminal offense within the past ten (10) years or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily harm or death, at its discretion, the City will determine whether to disqualify the Bidder.
4. The City may consider the responses to each question listed below separately when making a discretionary determination of whether to disqualify a Bidder and it may consider the cumulative impact of the information generated by the Bidder's responses in making the determination.
5. In order to consider the safety records of potential contractors prior to awarding bids on City contracts, the City requires that Bidders answer the following questions and submit them upon request:

QUESTION ONE

Has the Bidder or sub contractors' companies received any Citations for violations of OSHA within the past five (5) years? Yes No

QUESTION TWO

Has the Bidder or sub contractors' companies received any Citations for violations of environmental protection laws or regulations within the past five (5) years? Yes No

QUESTION THREE

Has the Bidder or sub contractors' companies ever been convicted, within the past ten (10) years, of a criminal offense or has been subject to a judgment for a negligent act or omission, which resulted in serious bodily injury or death? Yes No

If the Bidder or sub contractors' companies has indicated "Yes" to any question above, the Bidder must provide to the City, with its bid submission, the following information:

Date of Citation or offense and location where violation or offense occurred, type of violation or offense, final disposition of violation or offense, if any, and penalty assessed.

In addition, the City will utilize the following information and, in its discretion, as additional support to make any discretionary determination of whether to disqualify a Bidder. Accordingly, Bidder must answer the following questions and provide evidence that it meets minimum OSHA construction safety standards and has a lost time injury rate that does not exceed the limits established below:

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1. Does the Bidder have a written construction safety program? Yes No
2. Does the Bidder conduct regular construction site safety inspections? Yes No
3. Does the Bidder have an active construction safety training program? Yes No
4. Does the company have a lost time injury rate and a total recordable injury rate of less than or equal to the national average for North American Industrial Classification System (NAICS) Category 23 for each of the past five (5) years? Yes No
(Attach the Bidder's OSHA 300 and 300A logs for the past five (5) years.)
5. Does the Bidder have an experience modifier rate of 1.0 or less? Yes No
(Attach the Bidder's NCCI workers compensation experience rating sheets for the past five (5) years.)
6. Has Bidder had any OSHA inspections within the past six (6) Months? Yes No

If yes, provide sufficient documentation to indicate the nature of the inspection, the findings, and magnitude of the issues.

See next page for Acknowledgement.

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ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF COMAL

I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my bid to be rejected.

Bidder's full name and entity status:

Company's Name

Signature, Authorized Representative of Bidder

Title

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions are in addition to the requirements of the General Conditions (Section 6) of the Contract and are a part of the Contract Documents.

Section 6 – ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

Reference Article 4.2.A. of the General Conditions:

In the preparation of Drawings and Specifications, Engineer or Engineer's Consultants have relied upon:

- 4.2.A.1. The following reports of physical conditions, explorations, and tests of subsurface conditions at the site of the Work:
 - a. No geotechnical testing or analysis was conducted for this Project.
 - b. No environmental site assessments were completed for this Project.

END OF SECTION

SUPPLEMENTARY PROVISIONS

These Supplementary Provisions are changes to, or additions to, the requirements of the Project Manual (Sections 7-29) of the Contract and are a part of the Contract Documents.

The following General Notes are added to the Project Manual:

SP – 1 General Notes, Special Provisions, and TxDOT Special Specifications

1.1 SCOPE AND SEQUENCE OF WORK. This project consists of old sidewalk and curb ramp removal, new sidewalk and curb ramp construction, and reconstruction of curb with gutter for compliance with Texas Accessibility Standards. It is the intent of the plans and specifications to describe a completed work package to be performed under the contract. Unless otherwise provided, the Contractor shall furnish all materials, supplies, tools, equipment, supervision, and labor necessary for the proper prosecution and completion of the work.

General Sequence of Work:

- A. Barricades, traffic handling and lane closures.
- B. SWPPP Installation.
- C. Removal of existing concrete sidewalk, curb, ramps, etc.
- D. Excavation / grading of construction areas.
- E. Valve and water meter box adjustments (If required).
- F. Construct new sidewalks, ramps, curb with gutter, etc.
- G. Pave roadway
- H. Clean up project site and remove SWPPP controls and materials.

1.2 MANUFACTURER'S CERTIFICATES. All manufacturers' certificates required herein are to be furnished by the Contractor at his own expense.

1.3 BOUNDARIES OF WORK. The Owner will provide land and rights-of-way for the work specified in this contract and make suitable provisions for ingress and egress. The Contractor shall not enter on or occupy with men, tools, equipment, or materials, any ground outside the property of the Owner without the written permission of the Owner of such ground. Other contractors and employees or agents of the Owner may, for all necessary purposes, enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

1.4 HAULING OF MATERIALS. Any vehicle, truck, truck-tractor, trailer or semi-trailer or combination of such vehicles, when used to deliver materials to a project, shall comply with the State laws concerning the gross weight of such vehicle or combinations of vehicles and load and the allowable axle weights, unless authorized by permit to exceed the legal weight.

1.5 EXAMINATION OF THE PROJECT SITE. Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus material not designated to be salvage materials, and as to methods of providing ingress and egress to private properties.

1.6 QUANTITIES. The quantities of each item on the bid proposal blank represent the approximate amount of work to be done. Final quantities completed will be determined and paid for by actual measurements on the ground of the final work completed. No incidental items or work will be paid for unless there appears an item in the proposal for such work. **It must be strictly understood that the prices bid are for complete and acceptable work.**

1.7 MATERIALS. The Contractor shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

1.8 EXISTING STRUCTURES. The plans show the locations of all known surface and subsurface structures. However, the Engineer assumes no responsibility for failure to show any or all the structures on the plans or to show them in their exact locations. It is mutually agreed that such failure to show these structures will not be considered as a sufficient basis for claims for additional compensation for extra work, or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

1.9 TERMINATION OF CONTRACT IN CASE OF NATIONAL EMERGENCY. Whenever, because of a national emergency so declared by the President of the United States or other lawful authority, it becomes impossible for the Contractor to obtain all of the necessary labor, material and equipment for the prosecution of the work with reasonable continuity for a period of two months, the Contractor shall, within seven days, notify the Owner in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If after investigation, the Owner finds that such conditions exist and that the inability of the Contractor to proceed is not attributable in whole or in part to the fault or neglect of the Contractor, then if the Owner cannot, after reasonable effort, assist the Contractor in procuring and making available the necessary labor, materials, and equipment within thirty days, the Contractor may request the Owner to terminate the contract and the Owner shall within thirty days comply with the request, and the termination shall be based on a final settlement, which shall include, but not necessarily be limited to , the payment for all work executed.

1.10 COPIES OF PLANS AND SPECIFICATIONS. Four (4) sets of the Plans and Specifications shall be furnished to the Contractor, without charge, for construction purposes. Additional copies may be obtained from the Engineer at actual reproduction cost. One (1) additional set of plans shall be marked by the Contractor in red ink and returned to the Engineer marked as, "RECORD DRAWINGS," at the conclusion of the project.

1.11 REFERENCE SPECIFICATIONS. Where reference is made in these specifications to specifications compiled by other agencies, organizations, or departments, such reference is made for expediency and standardization from the material suppliers' point of view, and such specifications referred to are hereby made a part of these specifications.

Whenever reference is made to the furnishing of materials or testing thereof to conform to the Standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard, and such standards are made a part hereof to the extent which is indicated or intended.

The following are names and abbreviations of such groups:

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AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AGMA	American Gear Manufacturers Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASCE	American Society of Civil Engineers
ASA	American Standards Association
ASHE	American Society of Heating & Ventilating Engineers
ASTM	American Society for Testing Materials
ASME	American Society of Mechanical Engineers
AWSC	American Welding Society Code
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
FED.SPEC.	Federal Specification
NAVY SPEC.	Navy Department Specification
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
SAE	Society of Automotive Engineers Standards
SHBI	Steel Heating Boiler Institute
U.L., INC.	Underwriters' Laboratories, Incorporated

Where no reference is made to a code, standard, or specification, the Standard Specifications of the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

1.12 ABBREVIATIONS. Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

Asph.	Asphalt
Ave.	Avenue
Blvd.	Boulevard
D.I.	Ductile Iron
C.L.	Centerline
C.O.	Cleanout
Conc.	Concrete
Cond.	Conduit
Corr.	Corrugated
Cu.	Cubic
Culv.	Culvert
Dia.	Diameter
Dr.	Drive or Driveway
Elev.	Elevation
F.	Fahrenheit
Ft.	Foot or feet
Gal.	Gallon
Lb.	Pound
Lin.	Linear

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M.H.	Manhole
Max.	Maximum
Min.	Minimum
Mono.	Monolithic
No.	Number
%	Percent
P.S.I.	Pounds per square inch
P.V.C.	Polyvinyl Chloride
Reinf.	Reinforced
Rem.	Remove
Rep.	Replace
R/W or R of W	Right-of-Way
Sani.	Sanitary
Sq.	Square
Std.	Standard
St.	Street or Storm
Str.	Strength
Vol.	Volume
Yd.	Yard

In reference to such abbreviations where a specification number is referred to, the latest revision of said specification shall apply.

1.13 INCIDENTAL ITEMS. Bidders are especially notified that no incidental items of work will be paid for unless there appears an item in the proposal for such work.

1.14 USE OF EXPLOSIVES. Use of explosives will not be allowed at the project site.

1.15 MANUFACTURED PRODUCTS. All equipment of standard manufacture specified herein shall be the manufacturer's latest and proven design. Specifications and drawings call attention to certain features but do not purport to cover all details entering into the design of the products or systems. The completed product or system shall be compatible with the functions required and the equipment furnished by the Contractor.

1.16 SITE ADMINISTRATION. The Contractor shall be responsible for all areas of the site used by it, and by all Subcontractors in the performance of the Work. The Contractor will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to the Owner or others. The Contractor has the right to exclude from the site all persons who have no purpose related to the Work or its inspection and may require all persons on the site (except Owner's employees) to observe the same regulations as the Contractor requires of its employees.

1.17 LINES AND GRADES. Horizontal control and established benchmarks are provided within the Construction Plans.

The Contractor will be responsible for all field surveying and construction staking. The Contractor shall provide construction staking at such intervals as necessary to control the grade and alignment of the work. Any work performed without being properly located both horizontally and vertically may be ordered removed and replaced at the Contractor's expense.

The cost of replacing any benchmark stakes, pins, nails, spikes, or iron pipes which were disturbed by the Contractor shall be charged against the Contractor and deducted from the payment for the work.

1.18 PUBLIC UTILITIES AND OTHER PROPERTY. In case it is necessary to change or move the property of the Owner or of a public utility, such property shall not be moved or interfered with by the Contractor until authorized by the utility company, Owner, or Engineer.

It will be the Contractor's responsibility to contact the proper authority and set up a field meeting to verify by uncovering of the utility and determine the location and elevation of each major utility described above, at least two weeks prior to crossing the utility. If field conditions vary from those shown on the contract plans, the Contractor shall notify the Engineer immediately of field conditions to be encountered, so enough time exists to make any necessary adjustments in line or grade. **Failure by the Contractor to make proper and timely verification of the above described utilities shall be justification for rejection of any claims for extra cost by the Contractor.**

If, after field verification, it is necessary to change or move the property of a property owner or of a public utility, Ten (10) days' notice shall be given before such change, and such property shall not be moved or interfered with until authorized by the property owner or the utility company. The right is reserved to the property owner or public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of this contract.

1.19 FENCES, IMPROVEMENTS, AND DRAINAGE CHANNELS. Fences or other improvements removed to permit construction shall be replaced in the same location and left in a condition as good as, or better than, that in which they were found. There shall be no separate pay item for fences removed or damaged beyond the limits shown in the plans.

Temporary fencing for maintenance of site security shall be provided by the Contractor at his expense. Temporary fencing, with gates, to restrain livestock shall be provided through areas where livestock are pastured, unless the Contractor makes satisfactory arrangements with the landowner and/or tenant. The temporary fence shall be installed on the easement lines and shall be removed after the trench has been backfilled.

Where surface drainage channels or drainage structures are disturbed or altered during construction, they shall be restored to their original condition of grade and cross section as soon as possible.

Temporary channels required to provide adequate drainage during construction shall be provided and maintained by the Contractor. No separate payment will be allowed for this work.

1.20 SUPERINTENDENCE BY CONTRACTOR. The Contractor shall always have on the project, as his agent, a competent Superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent must be capable reading, speaking and comprehending English. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work subcontracted.

The Contractor shall always be responsible for supervision of all work performed by the Subcontractor during construction.

1.21 HANDLING MATERIALS NOT APPROVED. The Contractor shall remove from the site any materials found to be damaged, and any materials not meeting the specifications. These materials shall be removed promptly, unless the Engineer and Owner will accept the materials after repairing. Materials found to be damaged, or not acceptable to the Engineer or Owner after installation, shall be removed or replaced as directed. Inspection before installation shall not relieve the Contractor from any responsibility to furnish materials meeting the specifications.

1.22 DUST CONTROL. Contractor shall take responsible measures to prevent unnecessary dust in the project area. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practical to prevent becoming airborne.

Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels or similar equipment, shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

End of Section