

Santa Rosa & Corral  
Storm Drainage Improvement Project

Bid Package  
and  
Bid Specifications

Bid No. 12-24

Prepared by  
City of Kingsville  
Engineering Department

BID SET \_\_\_\_\_

January 2012

## TABLE OF CONTENTS

1. Invitation to Bid	No. of Pages 1
2. Instruction to Bidders	No. of Pages 4
3. Bid Bond Form	No. of Pages 2
4. Reference and Qualifications Statement	No. of Pages 1
5. Payment Bond Form	No. of Pages 1
6. Performance Bond Form	No. of Pages 1
7. General Conditions	No. of Pages 6
8. Special Conditions	No. of Pages 4
9. Contract	No. of Pages 2
10. Bid Proposal	No. of Pages 1
11. Specifications	No. of Pages 37
12. Construction Plans	No. of Pages 10

## INVITATION TO BID

Sealed Bids marked “Sealed Bid-Santa Rosa & Corral Storm Drainage Improvement Project” will be received by the City of Kingsville, Purchasing Department, Kingsville, Texas until 1:30 P.M. on February 7, 2012, (Tuesday). Immediately thereafter the bid proposals will be publicly opened and read aloud in the Robert H. Alcorn Commission Room.

The project involves the labor, material, supervision, equipment, tools, and all the incidentals required to complete the entire project as per specifications and drawings.

Prospective bidders must read the Instructions to Bidders, Contract Documents, and Detailed Specifications. Detailed plan and specifications on the above bid are on file and available in the office of the Purchasing Director for a nonrefundable \$25.00 deposit per bid package.

The successful bidder will be required to enter into a contract for the performance of the work for the price quoted on the Proposal and will provide evidence of current Personal Injury, Property Liability, Worker’s Compensation, and Builder’s Risk Insurance.

The Contractor will also be required to submit a Reference and Qualifications statement, if the Contractor has not performed a similar project for the City of Kingsville in the last three (3) years.

The bid will be awarded to the lowest responsible bidder whose bid is determined to be the most advantageous to the City, its officers, employees, and agents. Price, in accordance with law, will not be the sole evaluation factor. Misrepresentation, whether substantial or otherwise, at any stage of the bidding and award process, shall be considered in this and all future bids in determining whether or not a bid is “responsible”.

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. The city shall be the sole judge of “responsible” and “advantageous” and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

City of Kingsville

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Mr. David Mason  
Purchasing Director

# SANTA ROSA & CORRAL STORM DRAINAGE IMPROVEMENT PROJECT

## INSTRUCTIONS TO BIDDERS

### 1.0 RECEIPT OF PROPOSALS

- 1.1 Proposals will be received at the time, place and under conditions set forth in the published Invitation to Bidders.
- 1.2 Bidding documents are obtainable from the City under conditions set forth in the Invitation to Bidders.

### 2.0 DISCREPANCIES AND INTERPRETATIONS

- 2.1 Notify the Engineering Department in writing, at least five (5) working days prior to the scheduled bid opening date, if discrepancies, ambiguities or omissions are found in the bidding documents, or if further information or interpretation is desired.
- 2.2 Answers will be given in writing to all bidders in addenda form. All provisions and requirements of such addenda will supersede or modify affected portions of the bidding documents. All addenda will be incorporated in and bound with the Contract Documents. No other explanation or interpretation will be considered binding. The contractor shall acknowledge receipt of addenda(s) by a signed statement included in the bid proposal.

### 3.0 SUBMITTAL PROCEDURE

- 3.1 Submit the Proposal in a large sealed envelope, marked "Santa Rosa & Corral Storm Drainage Improvement Project".
- 3.2 A smaller envelope shall be affixed to the outside of the larger envelope and contain the following documents.
  - Bid Bond
  - Qualifications Statement
  - Addenda(s) receipt acknowledgement
- 3.3 Provide complete bidder identification on the outside of the large envelope.
- 3.4 If the Proposal is submitted by mail, place the smaller envelope inside a larger envelope. Delivery of the Proposal prior to the advertised time and the place set for the bid opening is the responsibility of the bidder.

#### **4.0 PROPOSAL**

- 4.1 The Proposal shall be based on conditions at the project site, the bidding documents and addenda issued.
- 4.2 The Proposal shall be authoritatively executed and submitted on the Proposal form furnished by the Owner.
- 4.3 Proposals showing omissions, alterations, conditions, or carrying riders or qualifications which modify the Proposal form shall be rejected as irregular.
- 4.4 Proposals must be submitted in a single copy. Utilize a copy of the blank proposal form included in the bidding documents for submission. If two or more Proposals are submitted by a bidder, either in one envelope or in separate envelopes, then such Proposals may be subject to rejection.
- 4.5 Proposals received after the advertised time for the bid opening will be ineligible and will be returned unopened.
- 4.6 The Owner reserves the right to reject any or all Proposals.

#### **5.0 PROPOSAL GUARANTY**

- 5.1 A certified or cashier's check on a State or National Bank in the State of Texas, or a bid bond on The City of Kingsville's Bid Bond Form, from a Surety authorized to transact business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of the bidder's Proposal, payable without recourse to the order of the City of Kingsville, must accompany the Proposal as a guarantee that, if awarded the Contract, the bidder will promptly enter into the Contract and execute the Performance and Payment Bonds (Bonds) on the forms provided.
- 5.2 The Bid bond must be accompanied by an executed Power of Attorney with a live Surety seal on each document. Failure to do so will constitute an irregular bid which may be rejected. Use of a Surety bid bond form will not be acceptable.
- 5.3 Should the successful bidder fail to execute the Contract and Bonds within fifteen (15) days after the date of transmittal of the Contract Documents for execution, said Proposal Guaranty shall become the property of the Owner, not as a penalty, but as liquidated damages.
- 5.4 Proposal Guaranties of the three lowest bidders shall be retained until after the Contract and Bonds have been executed.

## **6.0 QUALIFICATIONS OF BIDDER**

- 6.1 Bidders shall submit with their bid, a list of at least three (3) jobs of the same type and scope as described in the invitation for bids that they have completed within the last three (3) years. This list should include the name, contract person, and telephone number for whom the prior work was performed. Utilize a copy of the Reference and Qualifications Statement form included with these bidding documents.
- 6.2 The Owner may make such investigations as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish any requested information and data including an audited financial statement. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to complete the work.
- 6.3 Each bidder submitting a Proposal shall be prepared to furnish the firm's State Comptroller Vendor Identification Number, or the date on which an application was submitted. Contract payments to the successful bidder are contingent on submittal of this identification number.
- 6.4 Corporate bidders shall submit a State Comptroller "Certificate of Good Standing" with the Proposal, as issued by the Texas State Comptroller (512) 463-2605.

## **7.0 SITE INVESTIGATION**

- 7.1 It is the responsibility of each bidder to examine the project site, existing improvements and adjacent property and be familiar with existing conditions before submission of the Proposal. Interested bidders shall arrange for a project site visit by contacting the Engineering Department at (361) 595-8007.
- 7.2 After investigating the project site and comparing the Drawings and Specifications with the existing conditions, the bidder should immediately notify the City Engineer, in accordance with paragraph 2.0, of any conditions for which requirements are not clear, or about which there is any question regarding the extent of the work involved.
- 7.3 Should the successful bidder fail to make the required investigation and should a question arise later as to the extent of the work involved in any particular case, then the decision shall be made by the Owner after recommendations by the City Engineer as to proper interpretation of the Contract Documents.
- 7.4 Any Contractor with intentions of submitting a bid shall become fully aware of all requirements of the work including site security, access, and parking requirements by the residents located within the project.

## **8.0 CONTRACT AWARD**

- 8.1 The owner agrees that should the contract be awarded, it will be awarded to the lowest responsible bidder and the award will be made within sixty (60) days of the bid opening date, unless otherwise stated in the Proposal.
- 8.2 Immediately following action by the City Commission, the successful bidder will be notified of the award in writing.
- 8.3 The Owner reserves the right to accept or reject any or all bids and options or to accept any combination of options considered advantageous.

CITY OF KINGSVILLE

BID FORM

Bid Form from \_\_\_\_\_ a  
(corporation / partnership / individual) doing business as \_\_\_\_\_.

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made, without collusion with any other person, firm or corporation; that he/she has carefully examined the form of Contract, Instructions to Bidders, Specifications, and the Drawings therein referred to and that he has carefully examined the locations, conditions and the classes of materials of the proposed Work; and agrees that he/she will provide all the necessary machinery, tools, apparatus and other means of construction and will do all the Work and furnish all the materials called for in the Contract Documents in the manner therein prescribed, for the prices quoted below.

It is understood that the funds for payment of the work contemplated by this proposal are to be derived from an appropriation heretofore made or to be made by the City of Kingsville and that payments on the Contract will be by bank checks.

If a Bidder's Bond is furnished, and not a Certified or Cashier's Check, it is understood that the bond will be executed on the Bid Bond form enclosed herein. Failure to do so will constitute an irregular bid, which will be rejected. Use of Surety Company's Bid Bond form will NOT be acceptable.

Addenda No. \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

**Bid Item, Santa Rosa & Corral Storm Drainage Improvement Project** including supervision, equipment, tools, and other incidental related work required to construct and complete the work in accordance with the drawings and specifications entitled Santa Rosa & Corral Storm Drainage Improvement Project, Bid No. 12-24, as prepared by the City of Kingsville, plans dated January 17, 2012 for a price of:

\$ \_\_\_\_\_  
Total Project Price - words

\$ \_\_\_\_\_  
Total Project Price - figures

The work to be completed in ninety (90) consecutive calendar days after the notice to proceed has been issued by the Owners Representative.

In submitting this bid, it is understood that the right is reserved by City of Kingsville to reject any and all bids. The City of Kingsville also reserves the right to award the bid on any or all individual bid items. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

**BY SUBMITTING A BID, THE BIDDER AGREES TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THE "INVITATION TO BID", GENERAL CONDITIONS, SPECIAL CONDITIONS AND SPECIFICATIONS.**

I certify that the above **Santa Rosa & Corral Storm Drainage Improvement Project** will meet or exceed all of the minimum specifications and conditions set forth by the City of Kingsville, Texas.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(BIDDING FIRM)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

**REFERENCE AND QUALIFICATIONS STATEMENT**

All questions must be answered and the data given must be clear and comprehensive, additional information may be provided on separate attached sheets. This form must be complete with the most recent similar type projects within the past three years and other current information.

Project Owner: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Phone: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Phone: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Phone: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Total Cost: \_\_\_\_\_

Contracts in Progress:

Owner	Expected Completion Date	Amount
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Bank Reference: \_\_\_\_\_

Name of Bank Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF KINGSVILLE**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_  
(Name and Address of Bidder)

hereinafter called the Principal, and \_\_\_\_\_, (Surety), a corporation or firm duly authorized to transact surety business in the City of Kingsville and listed in the current notice of the Department of Treasury list of companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the City of Kingsville hereinafter called the Oblige, in the sum of not less than five percent (5%) of the greatest total amount of the bidder's proposal, as a proposal guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Project Number \_\_\_\_\_ (Full name and location of project)

NOW, THEREFORE, if the Oblige shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Oblige in accordance with terms of such bid, and furnish such bonds and other instruments as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such contract and furnish such bonds and other instruments required by the Contract Documents to the Principal for execution, this bond shall become the property of the Oblige, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this \_\_\_\_\_ DAY of \_\_\_\_\_ A.D., 20 \_\_\_\_\_

By: \_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
\*By: \_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in Fact)

\*Attach Power of Attorney (Surety) for Attorney-in-Fact.

**Surety Seal**

**DISCLOSURE OF GUARANTY FUND NONPARTICIPATION**

In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage the policyholder or certificate holder is not protected by an insurance guaranty fund or other solvency protection arrangement.

**PAYMENT BOND**

CITY OF KINGSVILLE  
COUNTY OF **KLEBERG**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are hereby held and firmly bound unto the City of Kingsville in the penal sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_ for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract, hereto attached and made part hereof, with the City of Kingsville, dated \_\_\_\_\_ for the \_\_\_\_\_

Now, if the Principal shall promptly make payments to all claimants, as defined in Article 5160, Revised Civil Statutes of Texas, 1925, as amended, supplying labor and materials in the prosecution of the work provided for in said contract documents, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract documents, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_, Principal

(PRINCIPAL'S SEAL  
if a corporation)

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_, Surety

By \_\_\_\_\_

(SURETY'S SEAL)

Attorney-in-Fact

**PERFORMANCE BOND**

CITY OF KINGSVILLE  
COUNTY OF **KLEBERG**

KNOWN ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety are hereby held and firmly bound unto the City of  
Kingsville in the penal sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_ for the payment  
whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly  
and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract, hereto  
attached and made part hereof, with the City of Kingsville dated \_\_\_\_\_  
\_\_\_\_\_ for the \_\_\_\_\_  
\_\_\_\_\_

Now, if the Principal shall faithfully perform the contract in accordance with the plans, specifications and  
contract documents, and shall fully indemnify and save harmless the City of Kingsville from all costs of damage  
which the City of Kingsville may suffer by reason of the Principal's default or failure to perform and shall fully  
reimburse and repay the City of Kingsville all outlay and expense which the City of Kingsville may incur in making  
good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event Principal is in default under the contract as defined herein, Surety will within (15) days of  
determination of such default take over and assume completion of such contract and become entitled to the payment  
of the balance of the contract price, or the Surety shall make other arrangements satisfactory with the obligee for the  
completion of the defaulted work but in no event shall the surety's liability exceed the penalty of this bond.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several  
seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto  
affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_, Principal

(PRINCIPAL'S SEAL  
if a corporation)

By \_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_, Surety

By \_\_\_\_\_

(SURETY'S SEAL)

Attorney-in-Fact

# **SANTA ROSA & CORRAL STORM DRAINAGE IMPROVEMENT**

## **GENERAL CONDITIONS**

### **1.01 CONTRACT DOCUMENTS**

The contract Documents consist of the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bid Proposal, Plans and all modifications thereof incorporated into any of the documents before the proper execution of the bonds and of the attached and of the Agreement, all of which are attached and are part of the contract following execution of the agreement by an authorized representative of the City and Contractor. The Contract Documents are complementary and what is called for by any one is as binding as if called for by all.

### **1.02 DRAWINGS AND SPECIFICATIONS**

The Contractor will be furnished one (1) set of the Plans and Blueprints, for use during the work. The specifications for this project are enclosed in this bid package.

### **1.03 EXCEPTIONS TO PLANS AND SPECIFICATIONS**

Exceptions and inconsistencies in Plans and Specifications shall be brought to the attention of the City Engineer, promptly before the bid date. Unless the City Engineer receives notice before the bid opening, it shall be assumed that all contract documents are acceptable as written and that the successful bidder will complete the project satisfactorily in the scheduled time period, for the amount bid having examined the plans, specifications, other contract documents, and the site of proposed work; and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor.

### **1.04 VERIFICATION OF MEASUREMENTS**

It is the Contractor's responsibility to verify all measurements and quantities before ordering materials. Significant deviations from those on the plans shall be reported to the City Engineer on a timely basis.

### **1.05 SCOPE OF WORK/TIMING OF CONSTRUCTION**

The Plans and Specifications provide for construction of Santa Rosa & Corral Storm Drainage Improvement Project for the City of Kingsville. It is the responsibility of the Contractor to provide all work, materials, labor, equipment, tools and supervision to fully complete the project in the construction period specified, in accordance with the Specifications, Drawings, and other Contract Documents. Completion of the project in a timely manner is very important to the normal operations of the City.

## **1.06 NOTICE OF AWARD AND NOTICE TO PROCEED**

Successful bidders will be informed by phone or FAX by the City Engineer of acceptance of the Bid Proposal. In turn, Contractor shall obtain bonds duly executed by a corporate surety(ies) attorney and deliver these along with three signed originals of the Agreement (Contract) to the City Engineer within ten (10) days following Notice of Award. An original copy and two duplicates bearing original signatures of these documents are required.

After acceptance of the bonds and execution of the Contract by the appropriate City Official(s), Contractor will be informed by letter of the date that construction can begin in the written Notice to Proceed issued by the City Engineer.

Contractor shall begin work within fourteen (14) calendar days of the date specified in the Notice to Proceed and diligently pursue completion of the project within the required time. The Contractor will be responsible to schedule his work and receipt of materials in order that the project is fully completed within the period specified on the Agreement.

## **1.07 TIME OF COMPLETION**

The Contractor shall complete the project within the number of days required by the special Conditions, counted from the date specified on the Notice to Proceed. Allowances for weather days will be permitted upon approval of the City. Contractor shall be responsible for analyzing inclement weather schedule and forecasting a suitable work schedule.

## **1.08 DELAYS AND EXTENSION OF TIME**

Contractor may be granted an extension of time because of inclement weather, changes in scope of work, or other causes beyond reasonable expectation of the Contractor.

Claims for an extension(s) of time shall be submitted in writing to the City Engineer within ten (10) days after the occurrence of the event that results in a request for a delay.

## **1.09 SATISFACTORY COMPLETION**

At completion of work, Contractor shall notify the City Engineer who will schedule an inspection of the work and make a written list of any items of work that do not meet the Specifications or are unsatisfactory in quality, quantity or appearance. Contractor shall make all corrections on this list before applying for final payment. It shall be agreed that the purpose of this project is to construct a complete project and that omission of incidental items that might be necessary for a complete project will be provided and installed by the Contractor before the final payment is approved.

## **1.10 CITY REPRESENTATIVE**

The City Representative is Mr. Naim Kahn, City Engineer (361-595-8007).

## 1.11 CONTRACT PAYMENTS

If requested by the contractor, the City will make one progress payment per thirty day periods during the construction work for work in place and for materials stored on site at that time. A 10% retainage will be withheld pending satisfactory final completion of the project and certification by City Representative. Contractor may make application for payment by the procedure described herein. **Failure to provide this documentation within 90 calendar days of final acceptance of the project will result in the contractor forfeiting the entire 10% retainage payment of the contract.**

In order to apply for payment, Contractor shall submit an itemized invoice to the City Engineer. Note that it normally takes from three to four weeks to receive payment following receipt of the Application for Payment. All payments will be subject to the City Engineer's approval.

## 1.12 CHANGE ORDER ADMINISTRATION

Request for extra or modified work initiated on behalf of the City or Contractor shall be presented in three (3) originals to the City Engineer. Proposals shall include itemized costs for the proposed work. Proposals shall include itemized costs along with any time extension required to complete the work. Work authorized by a change order shall not commence before the change order is signed by the Contractor, the City Engineer and the City Manager.

## 1.13 WARRANTY

Contractor shall warrant all workmanship and furnished materials to be free from defects and remain in perfect condition for one year following the date of acceptance or final completion, whichever is later. Losses and damages resulting from negligence by City or vandalism shall not be covered under this warranty. Signing of the contract shall constitute Contractor's acceptance of this warranty provision.

## 1.14 INSURANCE

The Contractor will be required to submit proof of insurance to the City Representative as follows:

- |   |  |
|---|--|
| 1. Workers' Compensation:               | Statutory  |
| 2. Employers Liability:                 | \$100,000 each occurrence                        |
| 3. Comprehensive General Liability :    |  |
| Bodily Injury                           | \$500,000 each occurrence<br>\$500,000 aggregate |
| Property Damage                         | \$500,000 each occurrence<br>\$500,000 aggregate |
| 4. Comprehensive Automobile Liability : |  |
| Bodily Injury                           | \$500,000 each person<br>\$500,000 aggregate     |

Property Damage

\$500,000 each occurrence

\$500,000 aggregate

Certificates of all insurance and a statement from the insurance company(ies) stating that such insurance will not be canceled or, will not materially change until a written notice is issued at least ten (10) days prior, shall be submitted before work begins.

### **1.15 HOLD HARMLESS CLAUSE**

Except for loss or damage caused solely by the negligence of the City, established by clear and convincing evidence thereof, the contractor shall save and hold the City harmless from and against all liability, claims and demands for personal injuries, including death, or property loss or damage to anyone (including contractor, subcontractors, third parties, and employees of such parties), arising out of or in any manner connected with or related to the performance of this contract, even if such loss or damage is due in part to the City's negligence; and the Contractor shall, at its own expense, pay all charges of attorneys and all costs and other expenses arising therefrom.

### **1.16 LAWS TO BE OBSERVED AND WORK STANDARD**

Contractor shall familiarize himself/herself with, and at all times comply with Federal, State and Local laws, ordinances, and regulations that affect the conduct of the work. The installation of materials shall be in accordance with the plans and specifications, and if a conflict arises between these then it should be brought immediately to the attention of the City Engineer. In any event, such a conflict shall not invalidate the other portions of the contract or other requirements of the contract documents on the part of the City or Contractor.

Items of work that are required but not specifically drawn or specified shall be completed in a workmanlike manner and be consistent with standard construction practice at the time of installation. In cases of conflict, a sufficient test for work quality will be that the installed work meets, or exceeds the standards set by the International Building Code or other recognized agency.

### **1.17 SAFETY**

The Contractor shall be responsible for initiating, maintaining, and supervising a safety program during the construction phase. The Contractor's Superintendent or Supervisor shall be considered responsible for safety on the job site. The Contractor shall take precautions for the safety and protection of:

- a. Employees, the City, and Citizens.
- b. All work and materials to be incorporated in the job, whether in use or storage on the job site, or off.
- c. All other property on or adjacent to the job site.
- d. Proper warning, barricading and traffic control and/or signs, when applicable.

The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for the observation and/or inspection of the work by the City of Kingsville Representative and any other City Representative who may make periodic visits to the site to inspect the progress and quality of the work and to determine if the work is proceeding in accordance with the specifications. The Contractor shall comply with all applicable laws, ordinances and regulations.

#### **1.18 STATE AND LOCAL TAXES/ BUILDING PERMIT**

All prices quoted for this project shall include taxes, permits, and fees required to complete the project. The Contractor shall comply with all applicable requirements of the State of Texas during construction. The project is tax exempt and the contractor should request a tax-exempt certification from the City Purchasing Department prior to purchasing any materials. There are not any permits required for this project.

#### **1.19 PARKING**

Contractor's employees may park their vehicles near the construction site in areas designated by the City Representative. These areas will be identified by the City Engineer. Contractor must become familiar with parking requirements of the City of Kingsville.

#### **1.20 SUPERINTENDENT**

The Contractor shall maintain a competent, responsible, fluent English or English bilingual superintendent on the job site to provide guidance during the work in progress. The superintendent shall represent the Contractor in his absence, and all directives given him by the City Engineer shall be as binding as if given to the Contractor.

#### **1.21 WORKERS OF GOOD CHARACTER**

Contractor shall insure employment by himself and by associated Subcontractors of persons of good character and shall insure that all behave in a manner consistent with recognized adult behavior while working on this Project. In addition, the Contractor shall instruct and/or convey to all such employees that any display of bad manners or sloppy dress deemed objectionable to the City Engineer, or to visitors on the site, will not be tolerated.

#### **1.22 SUBCONTRACTOR LIST/RESPONSIBILITY**

Contractor shall furnish a listing of all subcontractors who will be involved in the project prior to beginning work on the project. Should a subcontractor consistently fail to perform satisfactorily, it shall be the Contractor's responsibility to remove the subcontractor and correct any substandard work at no additional cost to the City.

#### **1.23 MATERIAL STORAGE/SECURITY**

The Contractor and subcontractors shall maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no

interference with any work to be performed on the site. The City Representative shall be consulted with regard to locations.

Contractor shall confine storage of materials to those areas designated by the City. The Contractor shall properly secure the construction area and material storage site in order to protect his/her work, tools, and all materials (including City's) from unauthorized access and vandalism.

#### **1.24 CLEANUP/EXCESS MATERIALS/DEBRIS CONTROL**

Regular cleanup by the Contractor shall be an integral part of the work. Debris and spoils shall be neatly stockpiled and hauled from the job site in a timely manner. Proper measures shall be taken to prevent debris from being carried and/or blown out of the construction area. Aggregates, fuels, liquids, and tools shall be protected from environmental forces so as to protect personnel and property in and around the work site. The Contractor shall be responsible for disposal of construction debris and trash. Hazardous material shall be the property of the Contractor for removal and disposal in accordance with TCEQ regulations. Any provisions for showering or clean-up must be provided by the Contractor. All excess materials and construction debris shall become property of the Contractor for disposal at a location approved by the City Engineer. The Contractor will remove all debris and broom clean the work site at completion of the project.

#### **1.25 OWNERSHIP OF EXCESS DEMOLITION MATERIALS**

Materials and/or equipment that are removed during the demolition process and not scheduled for re-use in the Plans are the property of the City. Thus the City reserves the right to take possession and make use of these in other ways. A listing of those materials to be retained will be provided to Contractor's superintendent at the beginning of construction work. These items shall be carefully removed during demolition and turned over to the City at a mutually agreeable location near the work site.

## SPECIAL CONDITIONS

### **1.01 PROJECT SITE**

The project site is located in the general area bordered by General Cavazos on the south side, Ailsie on the north side, Shelly on the west side, and a line approximately ¼ mile east of Shelly for the east boundary.

### **1.02 SCOPE OF WORK**

As per drawings, blue prints and specifications.

### **1.03 SUBMITTAL**

Each Bidder shall be required to submit the following completed documents at the time specified below and in accordance with the time limits specified elsewhere. At the bid opening the following shall be submitted:

- a. Bid Proposal Form
- b. Bid Bond
- c. Reference and Qualifications Statement
- d. Signed acknowledgement of addenda(s) received

In addition, the successful Bidder shall submit the following items within 10 calendar days of the Notice of Award:

- a. Form of Contract (Agreement).
- b. Performance Bond
- c. Payment Bond
- d. Certificate(s) of Insurance before starting work
- e. Construction Time/Work Schedule.

The Contractor shall be prepared to provide the City an itemized list of costs for the project. The itemized list may include, but not be limited to materials, labor, profit, insurance, bond, overhead, and any other item necessary to evaluate the budgeted scope of work.

### **1.04 TIME FOR COMPLETION**

The City shall provide the contractor a Notice to Proceed. The Contractor shall begin construction within fourteen (14) calendar days and **complete within Ninety (90) calendar days**, counted from the date specified on the Notice to Proceed. Allowances for weather days will be permitted upon approval of the City Engineer.

The Contractor shall receive a Notice to Proceed after satisfactory delivery of certificates of insurance and after satisfactory execution of the Contract. The Contractor's working hours shall be scheduled between 7:00 a.m. and 6:00 p.m., Monday through Saturday. The City may allow contractor to work other hours or on weekends, upon prior approval. The City reserves the right to change work hours as required to prevent a public nuisance.

#### **1.05 INSURANCE, PERFORMANCE, AND PAYMENT BONDS**

The Contractor shall carry Worker's Compensation Insurance at all times during this contract. Further, the Contractor shall carry sufficient insurance to meet the automobile insurance requirements of the State (liability and property damage) and carry other insurance in sufficient amounts to fully protect his/her interests in the project, as well as that of the City and its property. The Contractor shall have the insurance company directly mail a Certificate of Insurance to the City as evidence that such insurance is in good standing.

#### **1.06 CLEANING OF SITE AND STORAGE FACILITIES**

Upon completion of the project, or as directed by the City, the Contractor shall remove all temporary structures and facilities from the site, same to become his/her property, and leave the premises in the condition required by the City Engineer.

The Contractor shall make arrangements with the City for access and storage provisions at the site and the areas where he shall confine his activities and shall in no way obstruct any activity of the City and the general public operations and activities.

#### **1.07 PERSONNEL WATER AND SANITARY FACILITIES**

The Contractor shall make adequate arrangements for sanitary facilities. The Contractor shall, at his/her own expense, provide and maintain portable, chemical toilets for employee use at the project site, and such facilities must comply with Health Regulations and requirements. The Contractor shall also provide all workmen and job personnel drinking water in containers labeled as per OSHA regulations. Drinking water during the construction period may be obtained from the City however; the contractor shall be responsible for establishing the water service.

#### **1.08 BARRICADING AND TRAFFIC CONTROL**

The contractor shall provide and install all barricades, lights, signs, fences, platforms, necessary to reroute, detour, direct, and convey all vehicular and pedestrian traffic through and/or around the project site. The vehicular and pedestrian traffic plan, barricades, lights, signs, fences, and other incidental items shall comply with the regulations set forth by the Manual of Uniform Traffic control Devices (MUTCD). The Contractor shall provide a copy of the proposed traffic control plan to the City Engineer for approval prior to implementation. The Contractor shall notify the City 48 hours before any traffic control plan is implemented.

#### **1.09 CONSTRUCTION LAYOUT**

The Contractor shall be responsible for establishing and verifying all horizontal and vertical measurements, elevations, and grade stakes required to construct the proposed improvements indicated on the contract documents. Any and all discrepancies shall be immediately reported to the City Engineer.

#### **1.10 UTILITY SERVICE**

The Contractor shall be responsible for all costs of establishing and obtaining electricity during construction. This cost shall be considered incidental to the project and no separate item will be recognized.

The City will furnish water during construction at no cost to the Contractor. The Contractor shall provide all temporary means of conveying same and bear all costs to bring water to places on the site, where it is required by his operation.

Utility services to any areas SHALL NOT be interrupted without 24 hours prior notice given to the City Representative who will issue a permit for this interruption.

#### **1.11 DUST CONTROL**

The Contractor shall utilize construction methods that minimize the spreading of dust and debris.

#### **1.12 SELLING OF DEMOLISHED, REMOVED, AND/OR SALVAGED MATERIAL**

The Contractor shall not sell or give any demolished or salvaged material from this site. The City retains the option to request and claim any salvageable items from the project. The City claimed items shall be delivered by the Contractor to a location, within the City limits, selected by the City.

#### **1.13 CLEANING UP**

The Contractor shall, at all times, keep the project site free from accumulation of waste material or rubbish caused by his employees or work. Upon completion of the work, the project site shall be free of all rubbish, equipment, tools, and surplus materials and shall leave the site "broom clean" or its equivalent, unless more exactly specified. Any ruts and depressions resulting from the Contractor's vehicle or equipment traffic shall be filled to the original elevation.

In case of dispute, the City may remove any and all construction rubbish at the expense of the Contractor. A final clean-up shall be done to the satisfaction of the City Engineer three (3) days prior to final inspection. The Contractor shall not dispose of any hazardous materials, construction materials, trash, debris, etc., in the public dumpsters.

If required the contractor shall request and coordinate delivery of a dumpster for depositing his construction materials, debris, trash, etc., except hazardous material. Hazardous material shall be the property of the Contractor for removal and disposal in accordance with TCEQ regulations.

#### **1.14 LIQUIDATED DAMAGES**

As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall forfeit to the City **two hundred (\$200) dollars per calendar day** as liquidated damages for failure to complete the project on time and in accordance with the plans and specifications.

#### **1.15 DISPUTES**

In cases of dispute and/or disagreement between the City and the Contractor, the Contractor shall immediately present the Engineer and City, in writing, the objections and reasons. The Contractor may suspend the work, until further written response and instructions are delivered to the Contractor. Suspended time during cases of dispute shall not constitute additional compensation to the Contractor.

## CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Ten by and between XXXXXXXXXXXXXXXX hereinafter called the CONTRACTOR, and the City of Kingsville, hereinafter called the OWNER or CITY.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named agree as follows:

**Article 1. Scope of Work** - The Contractor shall furnish all the materials and perform all the work called for in the Contract Documents and described in the Specifications entitled:

### **Santa Rosa and Corral Drainage Improvement**

**Article 2. Time of Completion** - The Contractor shall begin work at the job site within fourteen (14) days after the date of the Notice to Proceed issued by the Owner's Representative. The work to be performed under this contract shall be completed in Ninety ( 90 ) consecutive calendar days plus any extended days approved by the Owner's Representative in accordance with the Specifications. For each calendar day that any work is not completed after the expiration of the time, as calculated fourteen (14) days from the date of the Notice to Proceed plus consecutive calendar days stated above plus approved extended days, the sum of: Two Hundred Dollars (\$ 200.00 ), per calendar day, will be deducted from the money due or to become due the Contractor, not as a penalty, but as liquidated damages and added for administration.

**Article 3. The Contract Sum** - The Owner shall pay for the performance of the Contract, subject to additions and deductions provided therein, the sum of \$ \_\_\_\_\_).

**Article 4. Partial Payment** - Owner shall make progress payments as approved by the Owner's Representative in accordance with the General Conditions.

**Article 5. Acceptance and Final Payment** - Final payment shall be due on acceptance of the work, provided the Contract has been completed as provided in the General Conditions.

Before issuance of the final payment, the contractor shall submit evidence, satisfactory to the City of Kingsville that all payrolls, material bills, subcontractors and other indebtedness connected with the work have been paid in full. Failure to provide this documentation within 90 calendar days of final acceptance of the project will result in the contractor forfeiting the entire 10% retainage payment of the contract.

**Article 6. The Contract Documents** - The Specifications, the Proposal, the Instructions to Bidders and the Drawings, together with this Agreement, form the Contract Documents and they are as fully a part of the Contract Documents as if hereto attached or herein repeated.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

CITY OF KINGSVILLE  
**OWNER**

\_\_\_\_\_  
**CONTRACTOR**

By \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip

Santa Rosa & Corral Storm Drainage  
Improvement Project  
Specifications