

**CONTRACT DOCUMENTS  
&  
TECHNICAL SPECIFICATIONS  
FOR**

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**BID -19-05  
2018 E. CAESAR AVENUE STREET IMPROVEMENTS  
FOR  
CITY OF KINGSVILLE, TEXAS**

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**City Manager**

Jesús A Garza

**Mayor**

Sam Fugate

**Commissioner(s)**

Hector Hinojosa

Dianne Luebert

Arturo Pecos

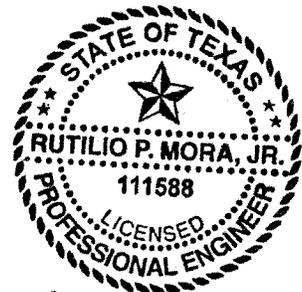
Edna Lopez

**DECEMBER 2018**

Prepared by:



Engineering Department  
400 W. King Avenue  
Kingsville, Texas 78363  
(361) 595-8007



*Rutilio P. Mora Jr.*  
1/3/19

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***CONTRACT DOCUMENTS***

## ADVERTISEMENT AND INVITATION FOR BIDS

The City of Kingsville, Texas will receive sealed bids for **BID 19-05 “2018 E Caesar Avenue Street Improvements”** until **2:00 p.m. on Tuesday February 26, 2019**. Sealed proposals will be addressed to, Charley Sosa, Purchasing Manager, City of Kingsville, 400 W. King Ave., Kingsville, TX 78363. The bids will be publicly opened and read aloud immediately thereafter. A Pre-Bid Conference will be held on **10:00 AM February 12, 2019** at the Kingsville City Hall Community Room, 400 W. King Ave., Kingsville, TX 78363 with an on-site visit being a portion of the proceedings.

### **Major items of work include the following:**

**This project consists of street improvements that include road reconstruction, lime treated subgrade, flexible base material, seal coat, and hot mix asphalt pavement in accordance with the contract documents, technical specifications, and plans.**

Bid/Contract Documents, including Drawings and Technical Specifications can be found on the City of Kingsville website at the following web address.

<http://www.cityofkingsville.com/departments/purchasing/rfpbid-openings-fy-2019>

A bid bond by an acceptable surety, in the amount of 5% of the bid amount shall be submitted with each bid.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

***The City of Kingsville is an Affirmative Action/Equal Opportunity Employer that reserves the right to reject any and all bids and/ or waive any formalities in the bidding.***

Bids may be held by the City for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

**City of Kingsville, Texas**  
Jesús A Garza, City Manager

## INSTRUCTION TO BIDDERS

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### Use of Separate Bid Forms:

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. **Separate bid forms are provided and are to be used for preparation of the bid.**

### Interpretations or Addenda:

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the City of Kingsville Engineering Department no less than four (4) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than three (3) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

### Inspection of Site:

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. **A Pre-Bid conference will be held on Tuesday February 12, 2019, 10:00 AM at the City Hall Community Room, 400 W. King Ave., Kingsville, Texas 78363 with an on-site visit being a portion of the proceedings.** The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

### Alternate Bid Items:

Alternate bids or bid items will be considered as shown in the Bid Proposal:

1. Additive Alternative No. 1
  - a. Additive Alternative shall have the Contractor place a single course seal on E. Caesar Ave between 14<sup>th</sup> St. and US Hwy 77/I-69.

### Bids:

- A. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- B. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- C. Bid documents, including the bid, the bid bond, and the statement of bidder's qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- D. The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- E. If a contract is awarded, it will be awarded to a responsible bidder that provides goods or services at the best value for the City and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

- F. **In addition to other requirements stated herein, contractor must bid the following, Base Bid and Additive Alternative No. 1 in order for the bid proposal to be considered a Responsive Bid.**

**Bid Modification Prior to Bid Opening:**

- A. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the City prior to the closing time, and provided further, the City is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the Owner until the sealed bid is open. If written confirmation is not received within two (2) days prior to the closing time, no consideration will be given to the telegraphic communication.
- B. Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the City until the sealed bid is open.

**Bid Bond:**

- A. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid.
- B. The bid bond, or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

**Statement of Bidder's Qualifications:**

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The City shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the City that the bidder is qualified to carry out properly the terms of the contract.

**Unit Price:**

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

**Corrections:**

Erasures or other corrections in the bid must be noted over the signature of the bidder.

**Time for Receiving Bids:**

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of

all other bids is completed, and it is shown to the satisfaction of the City that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

**Opening of Bids:**

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

**Withdrawal of Bids:**

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating his purpose in writing to the locality. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

**Award of Contract/Rejection of Bids:**

- A. The contract will be awarded to the responsive, responsible Bidder submitting a bid that provides goods or services at the best value for the City. The bidder selected will be notified at the earliest possible date. The City reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- B. The City reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

**Execution of Agreement/Performance and Payment Bonds:**

- A. Performance and Payment Bonds are required of all Prime Contractors which enter into a formal public works contract in excess of certain dollar amounts with the State, any department, board, agency, municipality, county, school district, or any division or subdivision thereof. The successful bidder shall obtain a Payment Bond and a Performance Bond in the amount of the contract before commencing with work.
- B. The failure of the successful bidder to execute the agreement and supply the required bonds within then (10) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, shall constitute a default and the City may, at its option either award the contract to the next bidder to who provides goods or services at the best value for the City, or re-advertise for bids. In either case, the City may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.

**Equal Employment Opportunity:**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, religion, sexual identity, gender identity or national origin.

**BID PROPOSAL**

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Proposal of \_\_\_\_\_  
\_\_\_\_\_

a \* \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Texas to City of Kingsville, Texas (hereinafter called "OWNER.")

BIDDER hereby proposes to perform all WORK for the construction of the "**2018 E. Caesar Avenue Street Improvements**" in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **180** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$ 200.00** for each consecutive calendar day thereafter as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an Individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following amount:

## BID SCHEDULE

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>BASE BID – E CAESAR AVENUE (6<sup>TH</sup> ST TO 14<sup>TH</sup> ST)</b>					
B-1)	3,765	SY	<b>GEO-GRID BASE REINFORCEMENT</b> per plans and specifications, complete in place.	_____	_____
B-2)	3,328	SY	<b>10” LIMESTONE FLEXIBLE BASE (TYPE A, GRADE 1)</b> per plans and specifications, complete in place.	_____	_____
B-3)	435	SY	<b>12” LIMESTONE FLEXIBLE BASE (TYPE A, GRADE 1)</b> per plans and specifications, complete in place.	_____	_____
B-4)	2,212	GAL	<b>PRIME COAT (MC-30)</b> per plans and specifications, complete in place.	_____	_____
B-5)	14,740	SY	<b>SINGLE COURSE SEAL (AC-5 &amp; #4 GRADE GRAVEL)</b> per plans and specifications, complete in place.	_____	_____
B-6)	11,100	SY	<b>2” HMAC PAVEMENT (TYPE D)</b> per plans and specifications, complete in place.	_____	_____
B-7)	3,640	SY	<b>3” HMAC PAVEMENT (TYPE D)</b> Per plans and specifications, Complete in place	_____	_____
B-8)	6,475	LF	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, W, 4”, SLD, 090 MIL)</b> Per plans and specifications, Complete in place	_____	_____

B-9)	6,610	LF	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, Y, 4", SLD, 090 MIL)</b> Per plans and specifications, Complete in place	_____	_____
B-10)	240	LF	<b>PREFAB PAVEMENT MARKING (TY C, W, 12", SLD)</b> Per plans and specifications, Complete in place	_____	_____
B-11)	44	LF	<b>PREFAB PAVEMENT MARKING (TY C, W, 24", SLD)</b> Per plans and specifications, Complete in place	_____	_____
B-12)	186	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY 11-A-A)</b> Per plans and specifications, Complete in place	_____	_____
B-13)	2	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, W, ARW, 100 MIL)</b> Per plans and specifications, Complete in place	_____	_____
B-14)	2	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, W, TRI ARW, 100 MIL)</b> Per plans and specifications, Complete in place	_____	_____
B-15)	2	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, W, WORD, 100 MIL)</b> Per plans and specifications, Complete in place	_____	_____
B-16)	8	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY 2, W, YLD TRI, 100 MIL)</b> Per plans and specifications, Complete in place	_____	_____

**TOTAL BASE BID – (ITEMS B-1 – B-16)** \$ \_\_\_\_\_

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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**ALTERNATE BID NO. 1 – E CAESAR AVENUE (6<sup>TH</sup> ST TO 14<sup>TH</sup> ST)**

A1-1)	1,700	SY	<b>DEDUCTION FROM BASE BID 10" LIMESTONE FLEXIBLE BASE</b> per plans and specifications, complete in place.	_____	_____
A1-2)	2,104	GAL	<b>DEDUCTION FROM BASE BID PRIME COAT (MC-30)</b> per plans and specifications, complete in place.	_____	_____
A1-3)	9,472	SY	<b>DEDUCTION FROM BASE BID 2" HMAC PAVEMENT (TYPE D)</b> per plans and specifications, complete in place.	_____	_____
A1-4)	1,505	SY	<b>DEDUCTION FROM BASE BID 3" HMAC PAVEMENT (TYPE D)</b> per plans and specifications, complete in place.	_____	_____

**TOTAL ALTERNATE BID NO. 1  
(ITEMS A1-1 – A1-4)**

\$ \_\_\_\_\_

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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**ALTERNATE BID NO. 2– E CAESAR AVENUE (14<sup>TH</sup> ST TO US HWY 77)**

A2-1)	16,485	SY	<b>SINGLE COURSE SEAL (AC-5 &amp; #4 GRADE GRAVEL)</b> per plans and specifications, complete in place.	_____	_____
A2-2)	6,512	LF	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, W, 4", SLD, 090 MIL)</b> per plans and specifications, complete in place.	_____	_____

A2-3)	7,950	LF	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, Y, 4", SLD, 090 MIL)</b> per plans and specifications, complete in place.	_____	_____
A2-4)	240	LF	<b>PREFAB PAVEMENT MARKING (TY C, W, 12", SLD)</b> Per plans and specifications, Complete in place	_____	_____
A2-5)	34	LF	<b>PREFAB PAVEMENT MARKING (TY C, W, 24", SLD)</b> Per plans and specifications, Complete in place	_____	_____
A2-6)	232	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY11-A-A)</b> Per plans and specifications, Complete in place	_____	_____
A2-7)	2	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, W, ARW, 100 MIL)</b> Per plans and specifications, Complete in place	_____	_____
A2-8)	3	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, W, DBL ARW, 100 MIL)</b> Per plans and specifications, Complete in place	_____	_____
A2-9)	2	EA	<b>REFLECTORIZED PAVEMENT MARKING (TY 1, W, WORD, 100 MIL)</b> Per plans and specifications, Complete in place	_____	_____

**TOTAL ADDITIVE ALTERNATIVE No. 2  
(ITEMS A2-1 – A2-9)**

**\$ \_\_\_\_\_**

**TOTAL BASE BID** \$ \_\_\_\_\_

**TOTAL BASE BID + ALTERNATIVE BID No. 1** \$ \_\_\_\_\_

**TOTAL BASE BID + ALTERNATIVE BID No. 2** \$ \_\_\_\_\_

**TOTAL BASE BID + ALTERNATIVE BID No. 1 & 2** \$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License number (if applicable)

\_\_\_\_\_  
Date

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

## CONTRACTOR CERTIFICATIONS

<p>U.S. Department of Housing and Urban Development</p> <p><b>CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS</b></p>	
<p>INSTRUCTIONS</p>	
<p>CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.</p>	
<p>NAME AND ADDRESS OF BIDDER (include ZIP Code)</p>	
<p>CERTIFICATION BY BIDDER</p>	
<p>Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>	
<p>The undersigned hereby certifies that:</p> <p><input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).</p> <p><input type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).</p>	
<p>Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?</p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>	
<p>NAME AND TITLE OF SIGNER (Please type)</p>	
<p>SIGNATURE</p>	<p>DATE</p>

**STANDARD FORM OF AGREEMENT  
BETWEEN CITY AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

---

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between the City of Kingsville, 400 W. King Avenue, Kingsville, Texas 78363 (hereinafter called CITY) and \_\_\_\_\_ (hereinafter called CONTRACTOR). CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK:**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**“City of Kingsville – BID 19-05 2018 E. CAESAR AVENUE STREET IMPROVEMENTS”**

**Article 2. ENGINEER:**

The Project has been designed by:



City of Kingsville - Engineering Department  
400 W. King Avenue  
Kingsville, Texas 78363  
(361) 595-8007

Who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME**

- 3.1 The Work will be completed and ready for final payment in accordance with the General Conditions within **180** calendar days from the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Agreement and that CITY will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions.

They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY two hundred & 00/100 dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement 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 CITY, CONTRACTOR shall pay CITY two hundred dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement for completion and readiness for final payment.

**Article 4. CONTRACT PRICE:**

- 4.1 CITY shall pay CONTRACTOR for completion of Work in accordance with the Contract Documents in current funds as follows: Per Contractor's Proposal dated \_\_\_\_\_ in the total base bid in the amount of \_\_\_\_\_, total base bid + alternate bid no. 1 in the amount of \_\_\_\_\_, total base bid + alternate bid no. 2 in the amount of \_\_\_\_\_, total base bid + alternate bid no. 1 & 2 in the amount of \_\_\_\_\_, as attached and a part of this contract document.

**Article 5. PAYMENT PROCEDURES:**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

**Article 6. INTEREST:**

All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

**Article 7. CONTRACTOR'S REPRESENTATIONS:**

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner that may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigation, explorations, test, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General and Special Conditions.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

**Article 8. CONTRACT DOCUMENTS:**

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consists of the following:

8.1 A bound set of executed documents and specifications titled:

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**CONTRACT DOCUMENTS  
&  
TECHNICAL SPECIFICATIONS  
FOR  
BID -19-05  
2018 E. CAESAR AVENUE STREET IMPROVEMENTS  
FOR  
CITY OF KINGSVILLE, TEXAS**

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**City Manager**

Jesús A Garza

**Mavor**

Sam Fugate

**Commissioner(s)**

Hector Hinojosa

Dianne Luebert

Arturo Pecos

Edna Lopez

**January 2019**

Prepared by:



Engineering Department  
400 W. King Avenue  
Kingsville, Texas 78363  
(361) 595-8007

together with all of the items or sections listed in the Table of Contents thereof.

8.2 A Notice of Award consisting of one page.

8.3 A Notice to Proceed with Construction consisting of one page which shall be executed at a later date.

8.4 A set of drawings consisting of FIFTY THREE (53) sheets titled:

Description

1. COVER SHEET
2. OVERALL LAYOUT PLAN AND NOTES
3. EXISTING TYPICAL SECTIONS
4. PROPOSED TYPICAL SECTIONS – BASE BID
5. PROPOSED TYPICAL SECTIONS – ALTERNATE BID No. I
- 6-11. PROPOSED PAVEMENT REPAIRS AND IMPROVEMENTS
12. SUMMARY OF MANHOLE ADJUSTMENTS & DETAIL
13. TRAFFIC CONTROL PLAN – ADVANCED WARNING & GENERAL NOTES
14. TRAFFIC CONTROL PLAN PHASE I
15. TRAFFIC CONTROL PLAN PHASE II
16. SUMMARY OF PAVEMENT MARKINGS
- 17-22. PROPOSED PAVEMENT MARKINGS – BASE BID
- 23-30. PROPOSED PAVEMENT MARKINGS – ALTERNATIVE BID No. II
- 31-33. EC(9)-16
34. PM(1)-12
35. PM(2)-12
- 36-41. TCP(1-1)-12 TO TCP(1-6)-12
- 42-53. BC(1)-14 TO BC(12)-14

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

**Article 9. MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights or interests in the Contract Documents 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.
- 9.3 CITY 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 of all covenants, agreements and obligations contained in the Contract Documents.

**Article 10. OTHER PROVISIONS**

- 10.1 The successful bidder who is awarded this bid will be required to complete and return a Conflict of Interest Disclosure Form and a Form 1295 – Certificate of Interested Parties
- 10.2 This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR.
- 10.3 CONTRACTOR agrees to abide by all local, state, and federal nondiscrimination and fair wages, and all other laws applicable to this contract.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to CITY and CONTRACTOR and one counterpart to ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_

CITY:  
**City of Kingsville, Texas**

CONTRACTOR:  
\_\_\_\_\_

By: \_\_\_\_\_  
**Jesús, A. Garza, City Manager**

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
**Mary Valenzuela, City Secretary**

Attest: \_\_\_\_\_

Address for giving notices:

**City of Kingsville  
400 W. King Avenue  
Kingsville, Texas, 78363**

Address for giving notices: