

**SPECIAL PROVISIONS  
SPECIFICATIONS  
AND  
FORMS OF CONTRACTS AND BONDS  
FOR**

**CORPUS CHRISTI NORTH BEACH  
PROMENADE NORTHWARD EXTENSION  
(BOND 2008) RE-BID**

**PREPARED BY:**

Wright Architects  
John Wright, AIA  
910 Oriole Street  
Corpus Christi, Texas 78418  
Phone: 361/774-7669  
Fax: 361/657-0183

**FOR:**

DEPARTMENT OF ENGINEERING SERVICES  
CITY OF CORPUS CHRISTI, TEXAS  
Phone: 361/880-3500  
Fax: 361/880-3501

PROJECT NO: 3393

DRAWING NO: CP-183





(Revised 7/5/00)

**CORPUS CHRISTI NORTH BEACH PROMENADE NORTHWARD EXTENSION  
(BOND 2008) RE-BID  
PROJECT NO. 3393**

**Table of Contents**

**NOTICE TO BIDDERS** (Revised 7/5/00)

**NOTICE TO CONTRACTORS-A** (Revised March 2009)

Insurance Requirements

**NOTICE TO CONTRACTORS-B** (Revised 7/5/00)

Worker's Compensation Coverage For Building or Construction Projects  
For Government Entities

**PART A - SPECIAL PROVISIONS**

- A-1 Time and Place of Receiving Proposals/Pre-Bid Meeting
- A-2 Definitions and Abbreviations
- A-3 Description of Project
- A-4 Method of Award
- A-5 Items to be Submitted with Proposal
- A-6 Time of Completion/Liquidated Damages
- A-7 Workers Compensation Insurance Coverage
- A-8 Faxed Proposals
- A-9 Acknowledgment of Addenda
- A-10 Wage Rates (Revised 7/5/00)
- A-11 Cooperation with Public Agencies (Revised 7/5/00)
- A-12 Maintenance of Services
- A-13 Area Access and Traffic Control
- A-14 Construction Equipment Spillage and Tracking
- A-15 Excavation and Removals
- A-16 Disposal/Salvage of Materials
- ~~A-17 Field Office (NOT USED)~~
- A-18 Schedule and Sequence of Construction
- A-19 Construction Staking
- A-20 Testing and Certification
- A-21 Project Signs
- A-22 Minority/Minority Business Enterprise Participation Policy
- A-23 Inspection Required (Revised 7/5/00)
- A-24 Surety Bonds
- ~~A-25 Sales Tax Exemption (NO LONGER APPLICABLE) (6/11/98)~~
- A-26 Supplemental Insurance Requirements
- ~~A-27 Responsibility for Damage Claims (NOT USED)~~
- A-28 Considerations for Contract Award and Execution
- A-29 Contractor's Field Administration Staff
- A-30 Amended "Consideration of Contract" Requirements
- A-31 Amended "Policy on Extra Work and Change Orders"
- A-32 Amended "Execution of Contract" Requirements
- A-33 Conditions of Work
- A-34 Precedence of Contract Documents
- ~~A-35 City Water Facilities: Special Requirements (NOT USED)~~
- A-36 Other Submittals (Revised 9/18/00)
- A-37 Amended "Arrangement and Charge for Water Furnished by the City"
- A-38 Worker's Compensation Coverage for Building or Construction Projects  
for Government Entities

~~A-39 Certificate of Occupancy and Final Acceptance (NOT USED)~~  
A-40 Amendment to Section B-8-6: "Partial Estimates"  
~~A-41 Ozone Advisory (NOT USED)~~  
A-42 OSHA Rules & Regulations  
A-43 Amended "Indemnification and Hold Harmless" (9/98)  
A-44 Change Orders (4/26/99)  
A-45 As-Built Dimensions and Drawings (7/5/00)  
~~A-46 Disposal of Highly Chlorinated Water (7/5/00) (NOT USED)~~  
A-47 Pre-Construction Exploratory Excavations (7/5/00)  
A-48 Overhead Electrical Wires (7/5/00)  
A-49 Amend "Maintenance Guaranty" (8/24/00)  
A-50 Amended Prosecution and Progress  
A-51 Storm Water Pollution Prevention Plan  
A-52 Electronic Proposal Form

**PART B - GENERAL PROVISIONS**

**PART C - FEDERAL WAGE RATES AND REQUIREMENTS**

**PART S - STANDARD SPECIFICATIONS**

021 SITE PREPARATION

021080 Removing Old Structures S55

022 EARTHWORK

022420 Silt Fence S97

0256 CONCRETE WORK

025612 Concrete Sidewalks and Driveways S53

SECTION 030 - CONCRETE, GROUT

030020 Portland Cement Concrete S40

032020 Reinforcing Steel S42

038000 Concrete Structures S41

**PART T - TECHNICAL SPECIFICATIONS**

015 STORMWATER POLLUTION PREVENTION PLAN

015700 Stormwater Pollution Prevention Plan

028 SITE IMPROVEMENTS & LANDSCAPING

028061 Landscaping

028100 Irrigation System

060 CARPENTRY & MILLWORK

061200 Shade Canopy Structure

100 SPECIALITIES

104000 Educational Plaques

105000 Accessible Beach Mats

106000 Tables & Benches

108000 Drinking Fountains

150 PLUMBING

154100 PLUMBING FIXTURES

## **LIST OF DRAWINGS:**

### **SHT.NO. DESCRIPTION**

|     |                                                                          |
|-----|--------------------------------------------------------------------------|
| 1.  | Title Sheet                                                              |
| 2.  | Estimated Quantities, Legend & General Notes                             |
| 3.  | Location Map                                                             |
| 4.  | Promenade Concrete Pavement - Sheet 1 of 7                               |
| 5.  | Promenade Concrete Pavement - Sheet 2 of 7                               |
| 6.  | Promenade Concrete Pavement - Sheet 3 of 7                               |
| 7.  | Promenade Concrete Pavement - Sheet 4 of 7                               |
| 8.  | Promenade Concrete Pavement - Sheet 5 of 7                               |
| 9.  | Promenade Concrete Pavement - Sheet 6 of 7                               |
| 10. | Promenade Concrete Pavement - Sheet 7 of 7                               |
| 11. | Promenade Details                                                        |
| 12. | Landscape & Irrigation Plan - Area 1                                     |
| 13. | Landscape & Irrigation Plan - Area 2                                     |
| 14. | Landscape & Irrigation Plan - Area 3                                     |
| 15. | Landscape & Irrigation Plan - Area 4                                     |
| 16. | Landscape & Irrigation Plan - Area 5                                     |
| 17. | Landscape & Irrigation Plan - Area 6                                     |
| 18. | Landscape Notes & Details                                                |
| 19. | Irrigation Notes & Details                                               |
| 20. | Elevated Pavilion Plans & Details<br>and Shade Structure Plans & Details |
| 21. | Pavilion and Elevated Boardwalk Details                                  |

## **NOTICE**

## **AGREEMENT**

## **PROPOSAL/DISCLOSURE STATEMENT**

## **PERFORMANCE BOND**

## **PAYMENT BOND**



## **NOTICE TO BIDDERS**



## NOTICE TO BIDDERS

Sealed proposals, addressed to the City of Corpus Christi, Texas for:

CORPUS CHRISTI NORTH BEACH, PROMENADE NORTHWARD EXTENSION, (BOND 2008) RE-BID, PROJECT NO, 3393 is a tourist area improvements project which consists of construction of approximately 41,000 SF of new 10' wide concrete sidewalk (Promenade), approximately 2,160 SF of elevated wood walkway, shade structures, benches, educational plaques, accessible beach mats, drinking fountains, landscaping and irrigation which includes planting various species of trees and shrubs and placing boulders as shown on the plans and called for in the specifications and contract documents.

will be received at the office of the City Secretary until 2:00 p.m. on Wednesday, February 29, 2012, and then publicly opened and read. Any bid received after closing time will be returned unopened.

A pre-bid meeting is scheduled for Wednesday, February 22, 2012 at 10:00 A.M. The pre-bid meeting will convene at the Engineering Services Main Conference Room, 3<sup>rd</sup> Floor, City Hall, 1201 Leopard Street, Corpus Christi, TX. The meeting will be conducted by the City and include a discussion of the project elements.

A bid bond in the amount of 5% of the highest amount bid must accompany each proposal. Failure to provide the bid bond will constitute a non-responsive proposal which will not be considered. Failure to provide required performance and payment bonds for contracts over \$25,000.00 will result in forfeiture of the 5% bid bond to the City as liquidated damages. Bidder's plan deposit is subject to mandatory forfeiture to the City if bidding documents are not returned to the City within two weeks of receipt of bids.

Plans, proposal forms, specifications and contract documents may be procured from the City Engineer upon a deposit of Fifty and no/100 Dollars (\$50.00) as a guarantee of their return in good condition within two weeks of bid date. Documents can be obtained by mail upon receipt of an additional (\$10.00) which is a non-refundable postage/handling charge.

The bidder is hereby notified that the owner has ascertained the wage rates which prevail in the locality in which this work is to be done and that such wage scale is set out in the contract documents obtainable at the office of the City Engineer and the Contractor shall pay not less than the wage rates so shown for each craft or type of "laborer," "workman," or "mechanic" employed on this project.

The City reserves the right to reject any or all bids, to waive irregularities and to accept the bid which, in the City's opinion, seems most advantageous to the City and in the best interest of the public.

CITY OF CORPUS CHRISTI, TEXAS

/s/ Daniel Biles, P.E.  
Interim Director of Engr. Services

/s/ Armando Chapa  
City Secretary



**NOTICE TO CONTRACTORS - A**



# NOTICE TO CONTRACTORS - A

## INSURANCE REQUIREMENTS

Revised March, 2009

A Certificate of Insurance indicating proof of coverage in the following amounts is required:

| TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                   | MINIMUM INSURANCE COVERAGE                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30-Day Notice of Cancellation required on all certificates                                                                                                                                                                                                                                                          | Bodily Injury and Property Damage<br>PER OCCURRENCE / AGGREGATE                                                                                         |
| Commercial General Liability including:<br>1. Commercial Form<br>2. Premises - Operations<br>3. Explosion and Collapse Hazard<br>4. Underground Hazard<br>5. Products/ Completed Operations Hazard<br>6. Contractual Liability<br>7. Broad Form Property Damage<br>8. Independent Contractors<br>9. Personal Injury | \$2,000,000 COMBINED SINGLE LIMIT                                                                                                                       |
| AUTOMOBILE LIABILITY--OWNED NON-OWNED OR RENTED                                                                                                                                                                                                                                                                     | \$1,000,000 COMBINED SINGLE LIMIT                                                                                                                       |
| WORKERS' COMPENSATION                                                                                                                                                                                                                                                                                               | WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT                                                                |
| EMPLOYERS' LIABILITY                                                                                                                                                                                                                                                                                                | \$500,000                                                                                                                                               |
| EXCESS LIABILITY                                                                                                                                                                                                                                                                                                    | \$1,000,000 COMBINED SINGLE LIMIT                                                                                                                       |
| PROFESSIONAL POLLUTION LIABILITY/<br>ENVIRONMENTAL IMPAIRMENT COVERAGE<br>Not limited to sudden & accidental discharge; to include long-term environmental impact for the disposal of contaminants                                                                                                                  | \$2,000,000 COMBINED SINGLE LIMIT<br><br><input type="checkbox"/> REQUIRED<br><input checked="" type="checkbox"/> NOT REQUIRED                          |
| BUILDERS' RISK                                                                                                                                                                                                                                                                                                      | See Section B-6-11 and Supplemental Insurance Requirements<br><br><input type="checkbox"/> REQUIRED<br><input checked="" type="checkbox"/> NOT REQUIRED |
| INSTALLATION FLOATER                                                                                                                                                                                                                                                                                                | See Section B-6-11 and Supplemental Insurance Requirements<br><br><input type="checkbox"/> REQUIRED<br><input checked="" type="checkbox"/> NOT REQUIRED |

The City of Corpus Christi must be named as an additional insured on all coverages except worker's compensation liability coverage.

The name of the project must be listed under "description of operations" on each certificate of insurance.

For each insurance coverage, the Contractor shall obtain an endorsement to the applicable insurance policy, signed by the insurer, providing the City with thirty (30) days prior written notice of cancellation of or material change on any coverage. The Contractor shall provide to the City the other endorsements to insurance policies or coverages which are specified in section B-6-11 or Special Provisions section of the contract.

A completed "Disclosure of Interest" must be submitted with your proposal.

Should you have any questions regarding insurance requirements, please contact the Contract Administrator at 880-3500.

**NOTICE TO CONTRACTORS - B**



**NOTICE TO CONTRACTORS - B**  
**WORKER'S COMPENSATION INSURANCE**  
**REQUIREMENTS**

# **Texas Administrative Code**

## **TITLE 28**

## **INSURANCE**

### **PART 2**

### **TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION**

#### **CHAPTER 110**

#### **REQUIRED NOTICES OF COVERAGE**

#### **SUBCHAPTER B**

#### **EMPLOYER NOTICES**

#### **RULE §110.110**

#### **Reporting Requirements for Building or Construction Projects for Governmental Entities**

(a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage (certificate)—A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction—Has the meaning defined in the Texas Labor Code, §406.096(e)(1).

(3) Contractor—A person bidding for or awarded a building or construction project by a governmental entity.

(4) Coverage—Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(5) Coverage agreement—A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(6) Duration of the project—Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.

(7) Persons providing services on the project ("subcontractor" in §406.096 of the Act)—With the exception of persons excluded under subsections (h) and (i) of this section, includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project.

"Services" includes but is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(8) Project--Includes the provision of all services related to a building or construction contract for a governmental entity.

(b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(c) A governmental entity that enters into a building or construction contract on a project shall:

(1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;

(2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;

(3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;

(4) obtain from the contractor a new certificate of coverage showing extension of coverage:

(A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and

(B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project;

(5) retain certificates of coverage on file for the duration of the project and for three years thereafter;

(6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and

(7) use the language contained in the following Figure 1 for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation: Attached Graphic

(d) A contractor shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

(4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes: Attached Graphic

(8) contractually require each person with whom it contracts to provide services on a project to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e)(3) of this section;

(D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A)-(H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

(e) A person providing services on a project, other than a contractor, shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;

(3) have the following language in its contract to provide services on the project: "By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."

(4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;

(5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:

(A) a certificate of coverage, prior to the other person beginning work on the project; and

(B) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten days after the person knew or should have known of the change; and

(8) contractually require each other person with whom it contracts to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to it prior to that other person beginning work on the project;

(C) include in all contracts to provide services on the project the language in paragraph (3) of this subsection;

(D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A)-(G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

(f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provisions of this rule are declared to be severable.

(g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.

(h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 6675c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes, Article 6675c, §4(j).

(i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

---

**Source Note:** The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609

T28S110.110(d)(7)

**"REQUIRED WORKERS' COMPENSATION COVERAGE"**

*"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."*

*"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."*

*Article \_\_\_\_\_. Workers' Compensation Insurance Coverage.*

*A. Definitions:*

*Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.*

*Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.*

*Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.*

*B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.*

*C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*

*D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*

*E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*

*(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*

*(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*

*F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*

*G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.*

*H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*

*I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

*(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*

*(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*

*(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(4) obtain from each other person with whom it contracts, and provide to the contractor:*

*(a) a certificate of coverage, prior to the other person beginning work on the project; and*

*(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

*(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*

*(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

*(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.*

*J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-*

*Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*

*K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.*



**PART A**  
**SPECIAL PROVISIONS**



## SECTION A - SPECIAL PROVISIONS

### A-1 Time and Place of Receiving Proposals/Pre-Bid Meeting

Sealed proposals will be received in conformity with the official advertisement inviting bids for the project. Proposals will be received in the office of the City Secretary, located on the first floor of City Hall, 1201 Leopard Street, until 2:00 p.m., Wednesday, February 29, 2012. Proposals mailed should be addressed in the following manner:

~~City of Corpus Christi~~ City Secretary's Office  
~~City Secretary's Office~~ City of Corpus Christi  
1201 Leopard Street  
Corpus Christi, Texas 78401

ATTN: BID PROPOSAL - CORPUS CHRISTI NORTH BEACH, PROMENADE NORTHWARD EXTENSION, (BOND 2008) RE-BID, PROJECT NO. 3393

A pre-bid meeting will be held on Wednesday, February 22, 2012, beginning at 10:00 a.m. The meeting will convene at the Engineering Services Main Conference Room, Third Floor, City Hall, 1201 Leopard Street, Corpus Christi, TX. and will include a discussion of the project elements. If requested, a site visit will follow.

No additional or separate visitations will be conducted by the City.

### A-2 Definitions and Abbreviations

Section B-1 of the General Provisions will govern.

### A-3 Description of Project

CORPUS CHRISTI NORTH BEACH, PROMENADE NORTHWARD EXTENSION, (BOND 2008) RE-BID, PROJECT NO. 3393 is a tourist area improvements project which consists of construction of approximately 41,000 SF of new 10' wide concrete sidewalk (Promenade), approximately 2,160 SF of elevated wood walkway, shade structures, benches, educational plaques, accessible beach mats, drinking fountains, landscaping and irrigation which includes planting various species of trees and shrubs and placing boulders as shown on the plans and called for in the specifications and contract documents.

1. **Base Bid A**, promenade improvement consisting of approximately 41,000 SF of 10' wide boardwalk, 975 SF of accessible beach matting, 2 drinking fountains, 7 concrete benches, landscaping and irrigation, elevated wood walkway and 1 elevated wood shade structure pavilion.

2. **Additive Alternate A1**, Landscape Boulders.

3. **Additive Alternate A2**, Pedestrian Improvements along sidewalk / promenade including 7 shade structures with concrete pads, 2 concrete pads at existing shade structure canopies.

### A-4 Method of Award

The bids will be evaluated based on the following order of priority, subject to the availability of funds:

1. **Total Base Bid (or)**
2. **Total Base Bid Plus any or all additive alternates**

The City intends to award the lowest Base Bid A and selected Additive Alternates to one contractor.

The City reserves the right to reject any or all bids, to waive irregularities and

to accept the bid which, in the City's opinion, is most advantageous to the City and in the best interest of the public.

#### A-5 Items to be submitted with Proposal

The following items are required to be submitted with the proposal:

1. 5% Bid Bond (Must reference CORPUS CHRISTI NORTH BEACH, PROMENADE NORTHWARD EXTENSION, (BOND 2008) RE-BID, PROJECT NO. 3393 as identified in the Proposal.)

(A Cashier's Check, certified check, money order or bank draft from any State or National Bank will also be acceptable.)

2. Disclosure of Interests Statement

#### A-6 Time of Completion/Liquidated Damages

The working time for completion of the Project will be:

- |                                              |                          |
|----------------------------------------------|--------------------------|
| 1. Base Bid A -                              | <u>120 calendar days</u> |
| 2. Additive Alternate A1 -                   | <u>10 calendar days</u>  |
| 3. Additive Alternate A2 -                   | <u>30 calendar days</u>  |
| 4. Base Bid A + Additive Alternate A1 & A2 - | <u>160 calendar days</u> |

The Contractor shall commence work within ten (10) calendar days after receipt of written notice to proceed from the Director of Engineering Services or designee ("City Engineer").

For each calendar day that any work remains incomplete after the time specified in the Contract for completion of the work or after such time period as extended pursuant to other provisions of this Contract, \$500.00 per calendar day will be assessed against the Contractor as liquidated damages. Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the work, which damages by their nature are not capable of precise proof. The Director of Engineering Services (City Engineer) may withhold and deduct from monies otherwise due the Contractor the amount of liquidated damages due the City.

#### A-7 Workers Compensation Insurance Coverage

If the Contractor's workers' compensation insurance coverage for its employees working on the Project is terminated or canceled for any reason, and replacement workers' compensation insurance coverage meeting the requirements of this Contract is not in effect on the effective date of cancellation of the workers' compensation insurance coverage to be replaced, then any Contractor employee not covered by the required workers' compensation insurance coverage must not perform any work on the Project.

Furthermore, for each calendar day including and after the effective date of termination or cancellation of the Contractor's workers' compensation insurance coverage for its employees working on the Project until the date replacement workers' compensation insurance coverage, meeting the requirements of this Contract, is in effect for those Contractor employees, liquidated damages will be assessed against and paid by the Contractor at the highest daily rate elsewhere specified in this Contract. Such liquidated damages will accumulate without notice from the City Engineer to the Contractor and will be assessed and paid even if the permitted time to complete the Project has not expired.

In accordance with other requirements of this Contract, the Contractor shall not permit subcontractors or others to work on the Project unless all such individuals working on the Project are covered by workers' compensation insurance and unless the required documentation of such coverage has been provided to the Contractor and the City Engineer.

#### **A-8 Faxed Proposals**

Proposals faxed directly to the City will be considered non-responsive. Proposals must contain original signatures and guaranty and be submitted in accordance with Section B-2 of the General Provisions.

#### **A-9 Acknowledgment of Addenda**

The Contractor shall acknowledge receipt of all addenda received in the appropriate space provided in the proposal. Failure to do so will be interpreted as non-receipt. Since addenda can have significant impact on the proposal, failure to acknowledge receipt, and a subsequent interpretation of non-receipt, could have an adverse effect when determining the lowest responsible bidder.

#### **A-10 Wage Rates** (Revised 7/5/00)

Labor preference and wage rates for Construction Type(s): ~~Highway In case of conflict, Contractor shall use higher wage rate.~~

#### **Minimum Prevailing Wage Scales**

The Corpus Christi City Council has determined the general prevailing minimum hourly wage rates for Nueces County, Texas as set out in Part C. The Contractor and any subcontractor must not pay less than the specified wage rates to all laborers, workmen, and mechanics employed by them in the execution of the Contract. The Contractor or subcontractor shall forfeit **sixty dollars (\$60.00) per calendar day**, or portion thereof, for each laborer, workman, or mechanic employed, if such person is paid less than the specified rates for the classification of work performed. The Contractor and each subcontractor must keep an accurate record showing the names and classifications of all laborers, workmen, and mechanics employed by them in connection with the Project and showing the actual wages paid to each worker.

The Contractor will make bi-weekly certified payroll submittals to the City Engineer. The Contractor will also obtain copies of such certified payrolls from all subcontractors and others working on the Project. These documents will also be submitted to the City Engineer bi-weekly. (See section for Minority/Minority Business Enterprise Participation Policy for additional requirements concerning the proper form and content of the payroll submittals.)

One and one-half (1-1/2) times the specified hourly wage must be paid for all hours worked in excess of 40 hours in any one week and for all hours worked on Sundays or holidays. (See Section B-1-1, Definition of Terms, and Section B-7-6, Working Hours.)

#### **A-11 Cooperation with Public Agencies** (Revised 7/5/00)

The Contractor shall cooperate with all public and private agencies with facilities operating within the limits of the Project. The Contractor shall provide a forty-eight (48) hour notice to any applicable agency when work is anticipated to proceed in the vicinity of any facility by using ~~the Texas One Call System 1-800-245-4545~~ Dig Tess at 1-800-344-8377, the Lone Star Notification Company at 1-800-669-8344, and the Verizon Dig Alert at 1-800-483-6279. For the Contractor's convenience, the following telephone numbers are listed:

|                                         |                |                              |
|-----------------------------------------|----------------|------------------------------|
| City Engineer                           | 826-3500       |                              |
| A/E Project Architect, John Wright, AIA |                |                              |
| Wright Architects                       | 774-7669       | fax: 657-0183                |
| Traffic Engineer                        | 826-3547       |                              |
| Police Department                       | 886-2600       |                              |
| Water Department                        | 826-1881       | (826-1888 after hours)       |
| Wastewater Services Department          | 826-1800       | (826-1888 after hours)       |
| Gas Department                          | 885-6900       | (885-6900 after hours)       |
| Storm Water Department                  | 826-1875       | (826-1888 after hours)       |
| Parks & Recreation Department           | 826-3461       |                              |
| Streets & Solid Waste Services          | 826-1940       |                              |
| A E P                                   | 1-877-373-4858 |                              |
| S B C                                   | 881-2511       | (1-800-824-4424 after hours) |
| City Street Div. for Traffic            |                |                              |
| Signal/Fiber Optic Locate               | 826-1946       | 826-3547                     |
| Cablevision                             | 857-5000       | (857-5060 after hours)       |
| ACSI (Fiber Optic)                      | 887-9200       | (Pager 800-724-3624)         |
| KMC (Fiber Optic)                       | 813-1124       | (Pager 888-204-1679)         |
| ChoiceCom (Fiber Optic)                 | 881-5767       | (Pager 850-2981)             |
| CAPROCK (Fiber Optic)                   | 512/935-0958   | (Mobile)                     |
| Brooks Fiber Optic (MAN)                | 972/753-4355   |                              |

#### **A-12 Maintenance of Services**

The Contractor shall take all precautions in protecting existing utilities, both above and below ground. The Drawings show as much information as can be reasonably obtained from existing as-built drawings, base maps, utility records, etc. and from as much field work as normally deemed necessary for the construction of this type of project with regard to the location and nature of underground utilities, etc. However, the accuracy and completeness of such information is not guaranteed. It is the Contractor's sole and complete responsibility to locate such underground features sufficiently in advance of his operations to preclude damaging the existing facilities. If the Contractor encounters utility services along the line of this work, it is his responsibility to maintain the services in continuous operation at his own expense.

In the event of damage to underground utilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the utilities back in service to construct the work as intended at no increase in the Contract price. All such repairs must conform to the requirements of the company or agency that owns the utilities.

Where existing sewers are encountered and are interfered with (i.e. broken, cut, etc.), flow must be maintained. Sewage or other liquid must be handled by the Contractor either by connection into other sewers or by temporary pumping to a satisfactory outlet, all with the approval of the City Engineer. Sewage or other liquid must not be pumped, bailed or flumed over the streets or ground surface, and Contractor must pay for all fines and remediation that may result if sewage or other liquid contacts the streets or ground surface. It is also the Contractor's responsibility to make all necessary repairs, relocations and adjustments to the satisfaction of the City Engineer at no increase in the Contract price. Materials for repairs, adjustments or relocations of sewer service lines must be provided by the Contractor.

#### **A-13 Area Access and Traffic Control**

Sufficient traffic control measures must be used to assure a safe condition and to provide a minimum of inconvenience to motorists. All-weather access must be provided to all residents and businesses at all times during construction. The Contractor must provide temporary driveways and/or roads of approved material during wet weather. The Contractor must maintain a stockpile on the Project site to meet the demands of inclement weather.

The Contractor will be required to schedule his operations so as to cause minimum adverse impact on the accessibility of adjoining properties. This may include, but is not limited to, working driveways in half widths, construction of temporary ramps, etc.

The Contractor shall comply with the City of Corpus Christi's Uniform Barricading Standards and Practices as adopted by the City. Copies of this document are available through the City's Traffic Engineering Department. The Contractor shall secure the necessary permit from the City's Traffic Engineering Department.

~~All costs for traffic control are considered subsidiary; therefore, no direct payment will be made to Contractor.~~

#### **A-14 Construction Equipment Spillage and Tracking**

The Contractor shall keep the adjoining streets free of tracked and/or spilled materials going to or from the construction area. Hand labor and/or mechanical equipment must be used where necessary to keep these roadways clear of job-related materials. Such work must be completed without any increase in the Contract price.

Streets and curb lines must be cleaned at the end of the work day or more frequently, if necessary, to prevent material from washing into the storm sewer system. No visible material that could be washed into the storm sewers is allowed to remain on the Project site or adjoining streets.

#### **A-15 Excavation and Removals**

The excavated areas behind curbs and adjacent to sidewalks and driveways must be filled with "clean" dirt. "Clean" dirt is defined as dirt that is capable of providing a good growth of grass when applied with seed/sod and fertilizer. The dirt must be free of debris, caliche, asphalt, concrete and any other material that detracts from its appearance or hampers the growth of grass.

All existing concrete and asphalt within the limits of the Project must be removed unless otherwise noted.

All necessary removals including but not limited to pipe, driveways, sidewalks, etc., are to be considered subsidiary to the appropriate bid item; therefore, no direct payment will be made to the Contractor.

#### **A-16 Disposal/Salvage of Materials**

Excess excavated material, broken asphalt, concrete, broken culverts and other unwanted material becomes the property of the Contractor and must be removed from the site by the Contractor. The cost of all hauling is considered subsidiary; therefore, no direct payment will be made to the Contractor.

#### **A-17 Field Office (NOT USED)**

~~The Contractor must furnish the City Engineer or his representative with a field office at the construction site. The field office must contain at least 120 square feet of useable space. The field office must be air conditioned and heated and must be furnished with an inclined table that measures at least 30" x 60" and two (2) chairs. The Contractor shall move the field office on the site as required by the City Engineer or his representative. The field office must be furnished with a telephone (with 24 hour per day answering service) and FAX machine paid for by the Contractor. There is no separate pay item for the field office.~~

#### **A-18 Schedule and Sequence of Construction**

The Contractor shall submit to the City Engineer a work plan based only on calendar days. This plan must detail the schedule of work and must be submitted to the City Engineer at least three (3) working days prior to the pre-construction meeting.

The plan must indicate the schedule of the following work items:

1. Initial Schedule: Submit to the City Engineer three (3) days prior to the Pre-Construction Meeting an initial Construction Progress Schedule for review.
2. Items to Include: Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Identify the first workday of each week.
3. Submittal Dates: Indicate submittal dates required for all submittals.
4. Re-Submission: Revise and resubmit as required by the City Engineer.
5. Periodic Update: Submit Updated Construction Progress Schedule to show actual progress of each stage by percentage against initial Schedule.

#### A-19 Construction Staking

The drawings depict lines, slopes, grades, sections, measurements, bench marks, baselines, etc. that are normally required to construct a project of this nature.

The major controls and benchmarks required for setting up a project, if not shown on the drawings, will be provided by the A/E Consultant.

The Contractor will furnish lines, slopes and measurements on the ground for control of the work.

If, during construction, it is necessary to disturb or destroy a control point or bench mark, the Contractor shall provide the A/E Consultant 48 hours notice so that alternate control points can be established by the A/E Consultant as he deems necessary, at no cost to the Contractor. Control points or benchmarks damaged as a result of the Contractor's negligence will be restored by the A/E Consultant at the expense of the Contractor.

If, for whatever reason, it is necessary to deviate from proposed line and grade to properly execute the work, the Contractor shall obtain approval of the City Engineer prior to deviation. If, in the opinion of the City Engineer, the required deviation would necessitate a revision to the drawings, the Contractor shall provide supporting measurements as required for the City Engineer to revise the drawings.

The Contractor shall tie in or reference all valves and manholes, both existing and proposed, for the purpose of adjusting valves and manholes at the completion of the paving process. Also, the City Engineer may require that the Contractor furnish a maximum of two (2) personnel for the purpose of assisting the measuring of the completed work.

The Contractor shall provide the following certification for documentation and verification of compliance with the Contract Documents, plans and specifications. Said compliance certification shall be provided and prepared by a Third Party independent Registered Professional Land Survey (R.P.L.S.) licensed in the state of Texas retained and paid by the Contractor. The Third Party R.P.L.S. shall be approved by the City prior to any work. Any discrepancies shall be noted by the Third Party Surveyor and certify compliance to any regulatory permits.

Following is the minimum schedule of documentation required:

#### Streets:

- All curb returns at point of tangency /point of circumference;
- Curb and gutter flow line ~~—both sides of street on a 200' interval;~~
- ~~Street crowns on a 200' interval and at all intersections.~~

#### Wastewater:

- ~~All rim/invert elevations at manholes;~~
- ~~All intersecting lines in manholes;~~
- ~~Casing elevations (top of pipe and flow line).~~

Water:

- All top of valve boxes;
- Valve vault rims.

Stormwater:

- ~~All rim/invert elevations at manholes;~~
- ~~All intersecting lines in manholes.~~

A-20 Testing and Certification

All tests required under this item must be done by a recognized testing laboratory selected by the City Engineer. The cost of the laboratory testing will be borne by the City. In the event that any test fails, that test must be done over after corrective measures have been taken, and the cost of retesting will be borne by the Contractor and deducted from the payment to the Contractor.

The Contractor must provide all applicable certifications to the City Engineer.

A-21 Project Signs

The Contractor must install two (2) Project signs as furnished by the City and as indicated in Attachment I. The sign must be installed before construction begins and will be maintained throughout the Project period by the Contractor. The location of the sign will be determined in the field by the City Engineer.

A-22 Minority/Minority Business Enterprise Participation Policy (Revised 10/98)

1. Policy

It is the policy of the City of Corpus Christi that maximum opportunity is afforded minorities, women and Minority Business Enterprises to participate in the performance of contracts awarded by the City of Corpus Christi in support of Equal Employment Opportunity goals and objectives of the Affirmative Action Policy Statement of the City dated October 1989, and any amendments thereto. In accordance with such policy, the City has established goals, as stated herein, both for minority and female participation by trade and for Minority Business Enterprise.

2. Definitions

- a. Prime Contractor: Any person, firm, partnership, corporation, association or joint venture as herein provided which has been awarded a City contract.
- b. Subcontractor: Any named person, firm, partnership, corporation, association, or joint venture as herein identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing under contract with a prime contractor on a City contract.
- c. Minority Business Enterprise: A business enterprise that is owned and controlled by one or more minority person(s). Minority persons include Blacks, Mexican-Americans and other persons of Hispanic origin, American Indians, Alaskan Natives, and Asians or Pacific Islanders.

For the purposes of this section, women are also considered as minorities. Minority person(s) must collectively own, operate and/or

Section A - SP

(Revised 9/18/00)

Page 7 of 21

actively manage, and share in payments from such an enterprise in the manner hereinafter set forth:

1. Owned

- (a) For a sole proprietorship to be deemed a minority business enterprise, it must be owned by a minority person.
- (b) For an enterprise doing business as a partnership, at least 51.0% of the assets or interest in the partnership property must be owned by one or more minority person(s).
- (c) For an enterprise doing business as a corporation, at least 51.0% of the assets or interest in the corporate shares must be owned by one or more minority person(s).

2. Controlled

The primary power, direct or indirect, to manage a business enterprise rests with a minority person(s).

3. Share in Payments

Minority partners, proprietor or stockholders, of the enterprise, as the case may be, must be entitled to receive 51.0% or more of the total profits, bonuses, dividends, interest payments, commissions, consulting fees, rents, procurement, and subcontract payments, and any other monetary distribution paid by the business enterprise.

- d. Minority: See definition under Minority Business Enterprise.
- e. Female Owned Business Enterprise: A sole proprietorship that is owned and controlled by a woman, a partnership at least 51.0% of whose assets or partnership interests are owned by one or more women, or a corporation at least 51.0% of whose assets or interests in the corporate shares are owned by one or more women.
- f. Joint Venture: A joint venture means an association of two or more persons, partnerships, corporations, or any combination thereof, founded to carry on a single business activity which is limited in scope and direction. The degree to which a joint venture may satisfy the stated MBE goal cannot exceed the proportionate interest of the MBE as a member of the joint venture in the work to be performed by the joint venture. For example, a joint venture which is to perform 50.0% of the contract work itself and in which a minority joint venture partner has a 50.0% interest, shall be deemed equivalent to having minority participation in 25.0% of the work. Minority members of the joint venture must have either financial, managerial, or technical skills in the work to be performed by the joint venture.

3. Goals

- a. The goals for participation by minorities and Minority Business Enterprises expressed in percentage terms for the Contractor's aggregate work force on all construction work for the Contract award are as follows:

Minority Participation  
(Percent)

45 %

Minority Business Enterprise  
Participation (Percent)

15 %

- b. These goals are applicable to all the construction work (regardless of

federal participation) performed in the Contract, including approved change orders. The hours of minority employment must be substantially uniform throughout the length of the Contract and in each trade. The transfer of minority employees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's percentage is prohibited.

4. Compliance

- a. Upon completion of the Project, a final breakdown of MBE participation, substantiated by copies of paid invoices, shall be submitted by the Contractor to the City Engineer.
- b. The Contractor shall make bi-weekly payroll submittals to the City Engineer. The Contractor is to indicate the percent of minority and female participation, by trade, which has been utilized on the Project. Along with the request for final payment on the Project, the Contractor will indicate, in writing, the overall participation in these areas which have been achieved. The City Engineer may withhold monthly or final payments to the Contractor for failure to submit bi-weekly payrolls in a timely fashion or to submit overall participation information as required.

A-23 Inspection Required (Revised 7/5/00)

The Contractor shall assure the appropriate building inspections by the Building Inspection Division at the various intervals of work for which a permit is required and to assure a final inspection after the building is completed and ready for occupancy. ~~Contractor must obtain the Certificate of Occupancy, when applicable.~~ Section B-6-2 of the General Provisions is hereby amended in that the Contractor must pay all fees and charges levied by the City's Building Inspection Department, and all other City fees, including water/wastewater meter fees and tap fees as required by City.

A-24 Surety Bonds

Paragraph two (2) of Section B-3-4 of the General Provisions is changed to read as follows:

"No surety will be accepted by the City from any Surety Company who is now in default or delinquent on any bonds or who has an interest in any litigation against the City. All bonds must be issued by an approved Surety Company authorized to do business in the State of Texas. If performance and payment bonds are in an amount in excess of ten percent (10%) of the Surety Company's capital and surplus, the Surety Company shall provide certification satisfactory to the City Attorney that the Surety Company has reinsured the portion of the bond amount that exceeds ten percent (10%) of the Surety Company's capital and surplus with reinsurer(s) authorized to do business in the State of Texas. The amount of the bond reinsured by any reinsurer may not exceed ten percent (10%) of the reinsurer's capital and surplus. For purposes of this section, the amount of allowed capital and surplus will be verified through the State Board of Insurance as of the date of the last annual statutory financial statement of the Surety Company or reinsurer authorized and admitted to do business in the State of Texas. The Surety shall designate an agent who is a resident of Nueces County, Texas. Each bond must be executed by the Contractor and the Surety. For contracts in excess of \$100,000 the bond must be executed by a Surety company that is certified by the United States Secretary of the Treasury or must obtain reinsurance for any liability in excess of \$100,000 from a reinsurer that is certified by the United States Secretary of the Treasury and that meets all the above requirements. The insurer or reinsurer must be listed in the Federal Register as holding certificates of authority on the date the bond was issued."

**A-25 Sales Tax Exemption (NO LONGER APPLICABLE) (6/11/98)**

~~Section B-6-22, Tax Exemption Provision, is deleted in its entirety and the following substituted in lieu thereof.~~

~~Contracts for improvements to real property awarded by the City of Corpus Christi do not qualify for exemptions of Sales, Excise, and Use Taxes unless the Contractor elects to operate under a separated contract as defined by Section 3.291 of Chapter 3, Tax Administration of Title 34, Public Finance of the Texas Administrative Code, or such other rules or regulations as may be promulgated by the Comptroller of Public Accounts of Texas.~~

~~If the Contractor elects to operate under a separated contract, he shall:~~

- ~~1. Obtain the necessary sales tax permits from the State Comptroller.~~
- ~~2. Identify in the appropriate space on the "Statement of Materials and Other Charges" in the proposal form the cost of materials physically incorporated into the Project.~~
- ~~3. Provide resale certificates to suppliers.~~
- ~~4. Provide the City with copies of material invoices to substantiate the proposal value of materials.~~

~~If the Contractor does not elect to operate under a separated contract, he must pay for all Sales, Excise, and Use Taxes applicable to this Project.~~

~~Subcontractors are eligible for sales tax exemptions if the subcontractor also complies with the above requirements. The Contractor must issue a resale certificate to the subcontractor and the subcontractor, in turn, issues a resale certificate to his supplier.~~

**A-26 Supplemental Insurance Requirements**

For each insurance coverage provided in accordance with Section B-6-11 of the General Provisions, the Contractor shall obtain an endorsement to the applicable insurance policy, signed by the insurer, stating:

In the event of cancellation or material change that reduces or restricts the insurance afforded by this coverage part, each insurer covenants to mail prior written notice of cancellation or material change to:

1. Name: City of Corpus Christi  
Engineering Services Department  
Attn: Contracts Administrator
2. Address: P.O. Box 9277  
Corpus Christi, Texas 78469-9277
3. Number of days advance notice: 30

The Contractor shall provide to the City Engineer the signed endorsements, or copies thereof certified by the insurer, within thirty (30) calendar days after the date the City Engineer requests that the Contractor sign the Contract documents.

Within thirty (30) calendar days after the date the City Engineer requests that the Contractor sign the Contract documents, the Contractor shall provide the City Engineer with a certificate of insurance certifying that the Contractor provides worker's compensation insurance coverage for all employees of the Contractor employed on the Project described in the Contract.

For each insurance coverage provided in accordance with Section B-6-11 of the General Provisions, the Contractor shall obtain an endorsement to the applicable insurance policy, signed by the insurer, stating that the City is an additional insured under the insurance policy. The City need not be named as additional insured on Worker's Compensation coverage.

For contractual liability insurance coverage obtained in accordance with Section B-6-11 (a) of the General Provisions, the Contractor shall obtain an endorsement to this coverage stating:

"Contractor agrees to indemnify, save harmless and defend the City, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligence or other fault of the City, its agents, servants, or employees or any person indemnified hereunder."

#### **A-27 Responsibility for Damage Claims (NOT USED)**

~~Paragraph (a) General Liability of Section B-6-11 of the General Provisions is amended to include:~~

~~Contractor must provide Installation floater insurance coverage for the term of the Contract up to and including the date the City finally accepts the Project or work. Installation floater coverage must be an "All Risk" form. Contractor must pay all costs necessary to procure such installation floater insurance coverage, including any deductible. The City must be named additional insured on any policies providing such insurance coverage.~~

#### **A-28 Considerations for Contract Award and Execution**

To allow the City Engineer to determine that the bidder is able to perform its obligations under the proposed contract, then prior to award, the City Engineer may require a bidder to provide documentation concerning:

1. Whether any liens have been filed against bidder for either failure to pay for services or materials supplied against any of its projects begun within the preceding two (2) years. The bidder shall specify the name and address of the party holding the lien, the amount of the lien, the basis for the lien claim, and the date of the release of the lien. If any such lien has not been released, the bidder shall state why the claim has not been paid; and
2. Whether there are any outstanding unpaid claims against bidder for services or materials supplied which relate to any of its projects begun within the preceding two (2) years. The bidder shall specify the name and address of the claimant, the amount of the claim, the basis for the claim, and an explanation why the claim has not been paid.

A bidder may also be required to supply construction references and a financial statement, prepared no later than ninety (90) days prior to the City Engineer's request, signed and dated by the bidder's owner, president or other authorized party, specifying all current assets and liabilities.

#### **A-29 Contractor's Field Administration Staff**

The Contractor shall employ for this Project, as its field administration staff, superintendents and foremen who are careful and competent and acceptable to the City Engineer.

The criteria upon which the City Engineer makes this determination may include the following:

1. The superintendent must have at least five (5) years recent experience in the day-to-day field management and oversight of projects of a similar size and complexity to this Project. This experience must include, but is not limited to, scheduling of manpower and materials, structural steel erection, masonry, safety, coordination of subcontractors, and familiarity with the architectural submittal process, federal and state wage rate requirements, and contract close-out procedures.

**The superintendent shall be present, on the job site, at all times that work is being performed.**

2. Foremen, if utilized, shall have at least five (5) years recent experience in similar work and be subordinate to the superintendent.

Foremen cannot act as superintendent without prior written approval from the City.

Documentation concerning these matters will be reviewed by the City Engineer. The Contractor's field administration staff, and any subsequent substitutions or replacements thereto, must be approved by the City Engineer in writing prior to such superintendent or foreman assuming responsibilities on the Project.

Such written approval of field administration staff is a prerequisite to the City Engineer's obligation to execute a contract for this Project. If such approval is not obtained, the award may be rescinded. Further, such written approval is also necessary prior to a change in field administration staff during the term of this Contract. If the Contractor fails to obtain prior written approval of the City Engineer concerning any substitutions or replacements in its field administration staff for this Project during the term of the Contract, such a failure constitutes a basis to annul the Contract pursuant to Section B-7-13 of the General Provisions.

#### A-30 Amended "Consideration of Contract" Requirements

Under "General Provisions and Requirements for Municipal Construction Contracts", Section B-3-1 "Consideration of Contract", add the following text:

"Within five (5) working days following the public opening and reading of the proposals, the three (3) apparent lowest bidders (based on the Base Bid only or Base Bid plus any combination of Additive Alternates, subject to the availability of funds) must submit to the City Engineer the following information:

1. A list of the major components of the work.
2. A list of the products to be incorporated into the Project.
3. A schedule of values which specifies estimates of the cost for each major component of the work.
4. A schedule of anticipated monthly payments for the Project duration.
5. The names and addresses of MBE firms that will participate in the Contract, along with a description of the work and dollar amount for each firm; and substantiation, either through appropriate certifications by federal agencies or signed affidavits from the MBE firms, that such MBE firms meet the guidelines contained herein. Similar substantiation will be required if the Contractor is an MBE. If the responses do not clearly show that MBE participation will meet the requirements above, the bidder must clearly demonstrate, to the satisfaction of the City Engineer, that a good faith effort has, in fact, been made to meet said requirements but that meeting such requirements is not reasonably possible.

6. A list of subcontractors that will be working on the Project. This list may contain more than one subcontractor for major components of the work if the Contractor has not completed his evaluation of which subcontractor will perform the work.

The City Engineer retains the right to approve all subcontractors that will perform work on the Project. The Contractor shall obtain written approval by the City Engineer of all of its subcontractors prior to beginning work on the Project. If the City Engineer does not approve all proposed subcontractors, it may rescind the Contract award.

In the event that a subcontractor previously listed and approved is sought to be substituted for or replaced during the term of the Contract, then the City Engineer retains the right to approve any substitute or replacement subcontractor prior to its participation in the Project. Such approval will not be given if the replacement of the subcontractor will result in an increase in the Contract price. Failure of the Contractor to comply with this provision constitutes a basis upon which to annul the Contract pursuant to Section B-7-13 of the General Provisions.

7. A preliminary progress schedule indicating relationships between the major components of the work. The final progress schedule must be submitted to the City Engineer at the pre-construction conference.
8. Documentation required pursuant to Special Provision A-28 concerning "Considerations for Contract Award and Execution" and Special Provision A-29 concerning "Contractor's Field Administration Staff".
9. ~~Documentation as required by Special Provision A-35 K, if applicable.~~
10. Within five (5) days following bid opening, submit in letter form, information identifying type of entity and state (i.e., Texas or other state), Corporation or Partnership, and name(s) and Title(s) of individual(s) authorized to execute contracts on behalf of said entity."

#### A-31 Amended "Policy on Extra Work and Change Orders"

Under "General Provisions and Requirements for Municipal Construction Contracts", Section B-8-5 "Policy on Extra Work and Change Orders", the present text is deleted and replaced with the following:

"Contractor acknowledges that the City has no obligation to pay for any extra work for which a change order has not been signed by the Director of Engineering Services or his designee. The Contractor also acknowledges that the City Engineer may authorize change orders which do not exceed \$25,000.00. The Contractor acknowledges that any change orders in an amount in excess of \$25,000.00 must also be approved by the City Council."

#### A-32 Amended "Execution of Contract" Requirements

Under "General Provisions and Requirements for Municipal Construction Contracts", Section B-3-5 "Execution of Contract", add the following:

"The award of the Contract may be rescinded at any time prior to the date the City Engineer delivers a contract to the Contractor which bears the signatures of the City Manager, City Secretary, and City Attorney, or their authorized designees. Contractor has no cause of action of any kind, including for breach of contract, against the City, nor is the City obligated to perform under the Contract, until the date the City Engineer delivers the signed Contracts to the Contractor."

### A-33 Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the completion of the Project. Failure to do so will not excuse a bidder of his obligation to carry out the provisions of this Contract. Contractor is reminded to attend the Pre-Bid Meeting referred to in Special Provision A-1.

### A-34 Precedence of Contract Documents

In case of conflict in the Contract documents, first precedence will be given to addenda issued during the bidding phase of the Project, second precedence will be given to the Special Provisions, third precedence will be given to the construction plans, fourth precedence will be given to the Standard Specifications and the General Provisions will be given last precedence. In the event of a conflict between any of the Standard Specifications with any other referenced specifications, such as the Texas Department of Transportation "Standard Specifications for Construction of Highways, Streets and Bridges", ASTM specifications, etc., the precedence will be given to addenda, Special Provisions and Supplemental Special Provisions (if applicable), construction plans, referenced specifications, Standard Specifications, and General Provisions, in that order.

### A-35 City Water Facilities: Special Requirements (NOT USED)

#### A. Visitor/Contractor Orientation

~~Prior to performing work at any City water facility, the Contractor, his subcontractors, and each of their employees must have on their person a valid card certifying their prior attendance at a Visitor/Contractor Safety Orientation Program conducted by the City Water Department Personnel. A Visitor/Contractor Safety Orientation Program will be offered by authorized City Water Department personnel for those persons who do not have such a card, and who desire to perform any work within any City water facility. For additional information refer to Attachment 1.~~

#### B. Operation of City Owned Equipment

~~The Contractor shall not start, operate, or stop any pump, motor, valve, equipment, switch, breaker, control, or any other item related to City water facility at any time. All such items must be operated by an operator or other authorized maintenance employee of the City Water Department.~~

#### C. Protection of Water Quality

~~The City must deliver water of drinking quality to its customers at all times. The Contractor shall protect the quality of the water in the job site and shall coordinate its work with the City Water Department to protect the quality of the water.~~

#### D. Conformity with ANSI/NSF Standard 61

~~All materials and equipment used in the repair, reassembly, transportation, reinstallation, and inspection of pumps, or any other items, which could come into contact with potable water, must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 as described in the Standard Specifications.~~

~~Such materials include all solvents, cleaners, lubricants, gaskets, thread compounds, coatings, or hydraulic equipment. These items must not be used unless they conform with ANSI/NSF Standard 61 and unless such items are inspected on the site by authorized City personnel immediately prior to use.~~

~~The Contractor shall provide the Engineer with copies of written proof of ANSI/NSF Standard 61 approval for all materials which could come into contact with potable water.~~

~~E. Handling and Disposal of Trash~~

~~All trash generated by the Contractor or his employees, agents, or subcontractors, must be contained at all times at the water facility site. Blowing trash will not be allowed. The Contractor shall keep work areas clean at all times and remove all trash daily.~~

~~CONTRACTOR'S ON SITE PREPARATION~~

~~F. Contractor's personnel must wear colored uniform overalls other than orange, blue, or white. Each employee uniform must provide company name and individual employee identification.~~

~~G. Contractor shall provide telephones for Contractor personnel. Plant telephones are not available for Contractor use.~~

~~H. Working hours will be 7:00 A.M. to 5:00 P.M., Monday thru Friday.~~

~~I. Contractor must not use any City facility restrooms. Contractor must provide own sanitary facilities.~~

~~J. All Contractor vehicles must be parked at designated site, as designated by City Water Department staff. All Contractor vehicles must be clearly labeled with company name. No private employee vehicles are allowed at O. N. Stevens Water Treatment Plant. All personnel must be in company vehicles. During working hours, contractor employees must not leave the designated construction area nor wander through any buildings other than for required work or as directed by City Water Department personnel during emergency evacuation.~~

~~K. Contractor Qualifications SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION)~~

~~Any work to the computer based monitoring and control system must be performed only by qualified technical and supervisory personnel, as determined by meeting the qualifications 1 thru 9 below. This work includes, but is not limited to, modifications, additions, changes, selections, furnishing, installing, connecting, programming, customizing, debugging, calibrating, or placing in operation all hardware and/or software specified or required by these specifications.~~

~~The Contractor or his subcontractor proposing to perform the SCADA work must be able to demonstrate the following:~~

- ~~1. He is regularly engaged in the computer based monitoring and control system business, preferably as applied to the municipal water and wastewater industry.~~
- ~~2. He has performed work on systems of comparable size, type, and complexity as required in this Contract on at least three prior projects.~~
- ~~3. He has been actively engaged in the type of work specified herein for at least 5 years.~~
- ~~4. He employs a Registered Professional Engineer, a Control Systems Engineer, or an Electrical Engineer to supervise or perform the work required by these specifications.~~
- ~~5. He employs personnel on this Project who have successfully completed a manufacturer's training course in configuring and implementing the specific computers, RTUS's, and software proposed for the Contract.~~
- ~~6. He maintains a permanent, fully staffed and equipped service facility within 400 miles of the Project site to maintain, repair, calibrate, and program the systems specified herein.~~
- ~~7. He shall furnish equipment which is the product of one manufacturer to the maximum practical extent. Where this is not practical, all equipment of a given type will be the product of one manufacturer.~~
- ~~8. Prior performance at the O. N. Stevens Water Treatment Plant will be used in evaluating which Contractor or subcontractor programs the new work for this Project.~~
- ~~9. The Contractor shall produce all filled out programming blocks required to show the programming as needed and required, to add these two systems to the existing City SCADA system. Attached is an example of the required programming blocks which the City requires to be filled in and given to the City Engineer with~~

~~all changes made during the programming phase. The attached sheet is an example and is not intended to show all of the required sheets. The Contractor will provide all programming blocks used.~~

~~L. Trenching Requirements~~

~~All trenching for this project at the O. N. Stevens Water Treatment Plant shall be performed using a backhoe or hand digging due to the number of existing underground obstructions. No trenching machines shall be allowed on the project.~~

**A-36 Other Submittals** (Revised 9/18/00)

1. **Shop Drawing Submittal:** The Contractor shall follow the procedure outlined below when processing Shop Drawing submittals:
  - a. **Quantity:** Contractor shall submit number of copies required by the City to the City Engineer or his designated representative.
  - b. **Reproducibles:** In addition to the required copies, the Contractor shall also submit one (1) reproducible transparency for all shop drawings.
  - c. **Submittal Transmittal Forms:** Contractor shall use the Submittal Transmittal Form attached at the end of this Section; and sequentially number each transmittal form. Resubmittals must have the original submittal number with an alphabetic suffix. Contractor must identify the Contractor, the Subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate, on each submittal form.
  - d. **Contractor's Stamp:** Contractor must apply Contractor's stamp, appropriately signed or initialed, which certifies that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information, is all in accordance with the requirements of the Project and Contract documents.
  - e. **Scheduling:** Contractor must schedule the submittals to expedite the Project, and deliver to the City Engineer for approval, and coordinate the submission of related items.
  - f. **Marking:** Contractor must mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
  - g. **Variations:** Contractor must identify any proposed variations from the Contract documents and any Product or system limitations which may be detrimental to successful performance of the completed work.
  - h. **Space Requirements:** Contractor must provide adequate space for Contractor and Engineer review stamps on all submittal forms.
  - i. **Resubmittals:** Contractor must revise and resubmit submittals as required by City Engineer and clearly identify all changes made since previous submittal.
  - j. **Distribution:** Contractor must distribute copies of reviewed submittals to subcontractors and suppliers and instruct subcontractors and suppliers to promptly report, through Contractor, any inability to comply with provisions.
2. **Samples:** The Contractor must submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for City Engineer's selection.

3. Test and Repair Report:

When specified in the Standard or Technical Specifications Section, Contractor must submit three (3) copies of all shop test data, and repair report, and all on-site test data within the specified time to the City Engineer for approval. Otherwise, the related equipment will not be approved for use on the project.

A-37 Amended "Arrangement and Charge for Water Furnished by the City"

Under "General Provisions and Requirements for Municipal Construction Contracts", Section B-6-15 "Arrangement and Charge for Water Furnished by the City", add the following:

"The Contractor must comply with the City of Corpus Christi's Water Conservation and Drought Contingency Plan as amended (the "Plan"). This includes implementing water conservation measures established for changing conditions. The City Engineer will provide a copy of the Plan to Contractor at the pre-construction meeting. The Contractor will keep a copy of the Plan on the Project site throughout construction."

A-38 Worker's Compensation Coverage for Building or Construction Projects for Government Entities

The requirements of "Notice to Contractors 'B'" are incorporated by reference in the Special Provisions.

A-39 Certificate of Occupancy and Final Acceptance (NOT USED)

~~The issuance of a certificate of occupancy for improvements does not constitute final acceptance of the improvements under General Provision B-8-9.~~

A-40 Amendment to Section B-8-6: "Partial Estimates"

"General Provisions and Requirements for Municipal Construction Contracts" Section B-8-6 "Partial Estimates" is amended to provide that approximate estimates from which partial payments will be calculated will not include the net invoice value of acceptable, non-perishable materials delivered to the Project worksite unless the Contractor provides the City Engineer with documents, satisfactory to the City Engineer, that show that the material supplier has been paid for the materials delivered to the Project worksite.

A-41 Ozone Advisory (NOT USED)

~~Priming and hot mix paving operations must not be conducted on days for which an ozone advisory has been issued, except for repairs. The City Engineer will notify Contractor about ozone alert. If a delay such as this is experienced, the day will not be counted as a calendar day and the Contractor will be compensated at the unit price indicated in the proposal.~~

A-42 OSHA Rules & Regulations

It is the responsibility of the Contractor(s) to adhere to all applicable OSHA rules and regulations while performing any and all City-related projects and or jobs.

A-43 Amended "Indemnification and Hold Harmless" (9/98)

Under "General Provisions and Requirements for Municipal Construction Contracts", Section B-6-21 "Indemnification and Hold Harmless", text is deleted in its entirety and the following is substituted in lieu thereof:

"The Contractor shall hold the City, its officials, employees, attorneys, and agents harmless and shall indemnify the City, its officials, employees, attorneys, and agents from any and all damages, injury or liability whatsoever

from an act or omission of the Contractor, or any subcontractor, supplier, materialman, or their officials, employees, agents, or consultants, or any work done under the Contract or in connection therewith by the Contractor, or any subcontractor, supplier, materialman, or their officials, employees, agents, or consultants.

The Contractor shall hold the City, its officials, employees, attorneys, and agents harmless and shall indemnify the City, its officials, employees, attorneys, and agents from any and all damages, injury, or liability whatsoever from a negligent act or omission of the City, its officials, employees, attorneys, and agents that directly or indirectly causes injury to an employee of the Contractor, or any subcontractor, supplier or materialman."

**A-44 Change Orders** (4/26/99)

Should a change order(s) be required by the Engineer, the Contractor shall furnish the Engineer a complete breakdown as to all prices charged for work of the change order (unit prices, hourly rates, sub-contractor's costs and breakdowns, cost of materials and equipment, wage rates, etc.). This breakdown information shall be submitted by the Contractor as a basis for the price of the change order.

**A-45 As-Built Dimensions and Drawings** (7/5/00)

1. The Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.
2. Upon completion of each facility, the Contractor shall furnish Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed. As a minimum, the final drawings shall include the following:
  - a. Horizontal and vertical dimensions due to substitutions/field changes.
  - b. Changes in equipment and dimensions due to substitutions.
  - c. "Nameplate" data on all installed equipment.
  - d. Deletions, additions, and changes to the scope of work.
  - e. Any other changes made.

**A-46 Disposal of Highly Chlorinated Water** (7/5/00) (NOT USED)

~~The Contractor shall be responsible for the disposal of water used for testing, disinfection and line flushing in an approved manner. Contaminants in the water, particularly high levels of chlorine, will be used for disinfection, and may exceed the permissible limits for discharge into wetlands or environmentally sensitive areas. These are regulated by numerous agencies such as TNRCC, EPA, etc. It will be the Contractor's responsibility to comply with the requirements of all regulatory agencies in the disposal of all water used in the project. The methods of disposal shall be submitted to the City for approval. There shall be no separate pay for disposal of highly chlorinated water. The Contractor shall not use the City's sanitary sewer system for disposal of contaminated water.~~

**A-47 Pre-Construction Exploratory Excavations** (7/5/00)

Prior to any construction whatsoever on the project, the Contractor shall excavate and expose all existing pipelines of the project that cross within twenty feet (20') of proposed pipelines of the project, and the Contractor shall survey the exact vertical and horizontal location of each crossing and potentially conflicting pipeline.

For existing pipelines which parallel and are within ten feet (10') of proposed pipelines of the project, the Contractor shall excavate and expose said existing pipelines at a maximum spacing of 300 feet O.C., and the Contractor shall survey the accurate horizontal and vertical locations of said parallel pipelines at 300 feet O.C. maximum intervals.

The Contractor shall then prepare a report and submit it to the City for approval indicating the Owner of pipelines excavated and surveyed, as well as the approximate station thereof, distance to the pavement centerline and elevations of the top of existing pipelines.

The Contractor shall perform no construction work on the project until all exploratory excavations have been made in their entirety, the results thereof reported to the Engineer and Contractor has received Engineer's approval of the report.

Exploratory excavations and associated pavement repair shall not be paid for separately. Exploratory excavations shall be considered subsidiary to items that require excavations. Contractor shall provide all his own survey work effort (no separate pay) for exploratory excavations.

#### A-48 Overhead Electrical Wires (7/5/00)

The Contractor shall comply fully with all OSHA safety requirements with regard to proximity of construction equipment beneath overhead electrical wires. There are many overhead wires crossing the construction route and along the construction route. The Contractor shall use all due diligence, precautions, etc., to ensure that adequate safety is provided for all of his employees and operators of equipment and with regard to ensuring that no damage to existing overhead electrical wires or facilities occurs.

The Contractor shall coordinate his work with AEP/CP&L and inform AEP/CP&L of his construction schedule with regard to said overhead lines.

Some overhead lines may be shown in the construction plans, while others are not. It shall be the Contractor's sole responsibility to provide for adequate safety with regard to overhead lines whether shown in the plans or not.

#### A-49 Amended "Maintenance Guaranty" (8/24/00)

Under "General Provisions and Requirements for Municipal Construction Contracts", Section B-8-11 "Maintenance Guaranty", add the following:

"The Contractor's guarantee is a separate, additional remedy available to benefit the City of Corpus Christi. Neither the guarantee nor expiration of the guarantee period will operate to reduce, release, or relinquish any rights or remedies available to the City of Corpus Christi for any claims or causes of action against the Contractor or any other individual or entity."

#### A-50 Amended Prosecution and Progress

Under "General Provisions and Requirements for Municipal Construction Contracts", B-7 Prosecution and Progress, and the following:

"Funds are appropriated by the City, on a yearly basis. If funds, for any reason, are not appropriated in any given year, the City may direct suspension or termination of the contract. If the Contractor is terminated or suspended and the City requests remobilization at a later date, the Contractor may request payment for demobilization / remobilization costs. Such costs shall be addressed through a change order to the contract."

**A-51 Storm Water Pollution Prevention Plan**

This Project is required to have a Notice of Intent (NOI) submitted as per Part II.D of the TPDES General Permit No. TXR150000. The Contractor will be required to submit a NOI along with the appropriate fee, and complete a Construction Site Notice for this project.

The Contractor is required to provide copies of the NOI and Construction Site Notice to the City prior to commencement of any construction activities. The Contractor is also required to post a signed copy of the NOI and Construction Site Notice at the construction site in a conspicuous location where it is readily available for viewing by the general public, local, state and federal authorities, prior to commencement of any construction activities. The Contractor will be required to submit a Notice of Termination (NOT) upon completion of this Project.

The Contractor shall adhere to the requirements of the Storm Water Pollution Prevention Plan as per the drawings and specifications contained in the Contract Documents.

**A-52 Electronic Proposal Form**

"General Provisions and Requirements for Municipal Construction Contracts" Section B-2-7 "Preparation of Proposal" is amended as follows:

The bidder has the option of submitting a computer-generated print-out, in lieu of the Proposal Form (Pages 3 through 19, inclusive). The print-out shall list all bid items (including any additive or deductive alternates) contained on the Proposal Form (Pages 3 through 19, inclusive). The print-out shall be substantially in the form shown on Attachment II. If the bidder chooses to submit a print-out, the print-out shall be accompanied by properly completed Proposal Form pages 1, 2, 20, 21 and 22.

In addition, the print-out shall contain the following statement and signature, after the last bid item:

"(Bidder) herewith certifies that the unit prices shown on this print-out for bid items (including any additive or deductive alternates) contained on the Proposal Form are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. (Bidder) acknowledges and agrees that the Total Bid amount shown will be read as its Total Bid and further agrees that the official Total Bid amount will be determined by multiplying the unit bid price (Column IV) shown on this print-out by the respective estimated quantities shown on the Proposal Form (Column II) and then totaling the extended amounts.

---

(Signature)

---

(Title)

---

(Date)

## SUBMITTAL TRANSMITTAL FORM

PROJECT: Corpus Christi North Beach, Promenade Northward Extension, (Bond 2008)

RE-BID, Project No. 3393

OWNER: City of Corpus Christi

ARCHITECT: Wright Architects

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

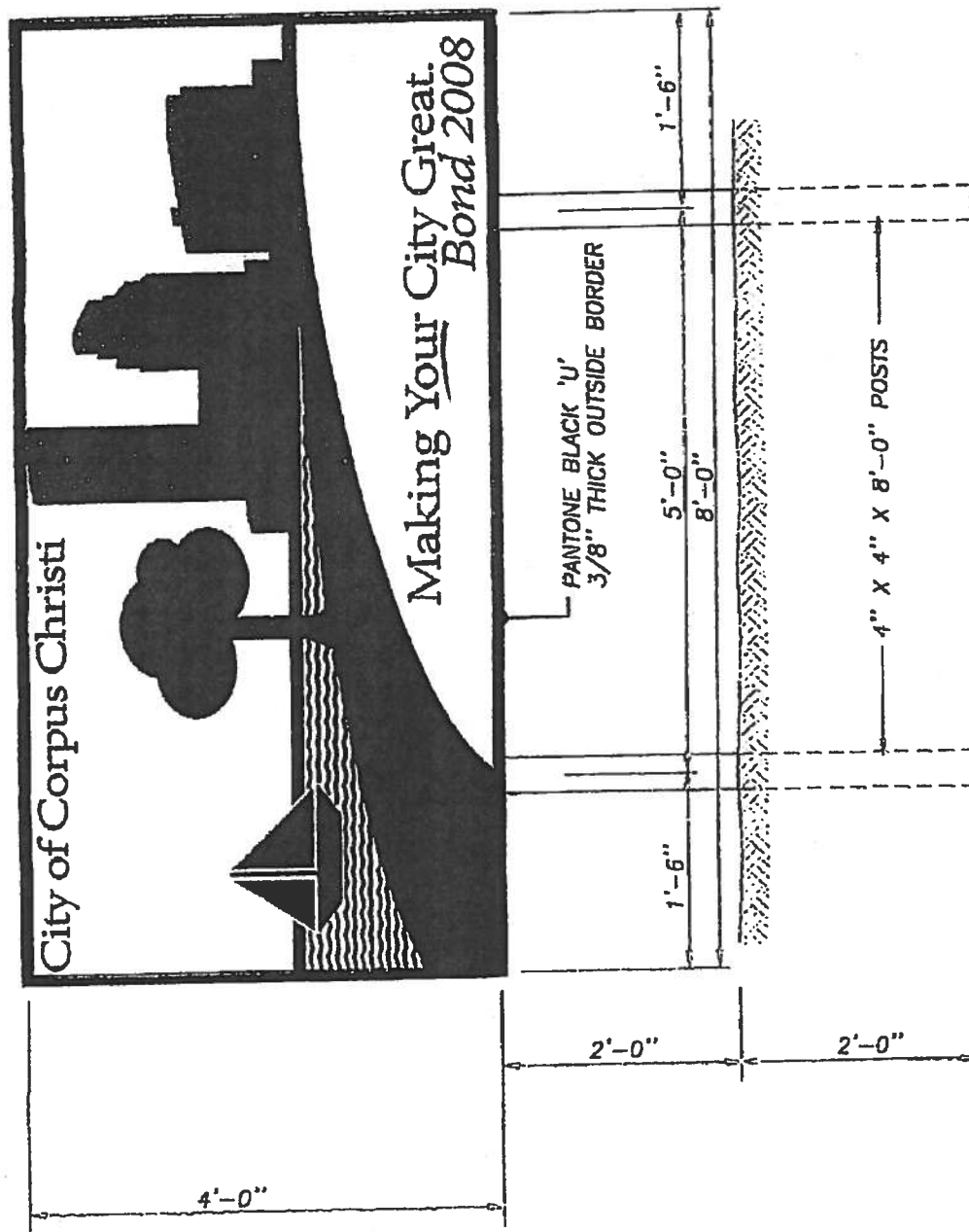
SUBMITTAL DATE: \_\_\_\_\_ SUBMITTAL NUMBER: \_\_\_\_\_

APPLICABLE SPECIFICATION  
OR DRAWING

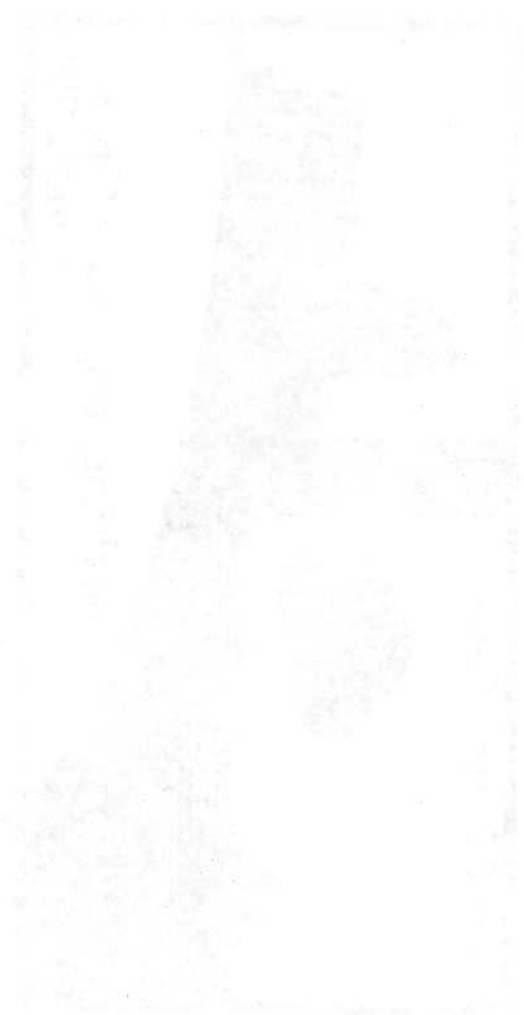
SUBMITTAL

|                |                                                                                  |
|----------------|----------------------------------------------------------------------------------|
| Section 028061 | General<br>Product Certificates<br>Planting Schedule<br>Maintenance Instructions |
| Section 028100 | General<br>Product Data<br>Manufacturers Instructions<br>As-Built Drawings       |
| Section 104000 | Submittals Section Requirements<br>Manufacturers Data                            |
| Section 105000 | Product Data<br>Samples                                                          |
| Section 106000 | Product Data<br>Shop Drawings<br>Samples                                         |
| Section 108000 | Product Data<br>Shop Drawings<br>Samples                                         |
| Section 15410  | Product Data<br>Manufacturers Instructions<br>Maintenance Data<br>Warranty       |





BOND 2008 PROJECT SIGN



**PART B**  
**GENERAL PROVISIONS**



## SECTION B

### GENERAL PROVISIONS AND REQUIREMENTS FOR MUNICIPAL CONSTRUCTION CONTRACTS

#### Table of Contents

|                                                                                        | <u>PAGE</u> |
|----------------------------------------------------------------------------------------|-------------|
| <u>B-1 Definitions and Abbreviations</u>                                               |             |
| B-1-1 Definition of Terms . . . . .                                                    | 1           |
| B-1-2 Abbreviations . . . . .                                                          | 3           |
| <u>B-2 Proposal Requirements and Conditions</u>                                        |             |
| B-2-1 Proposal Forms . . . . .                                                         | 4           |
| B-2-2 Quantities in Proposal Forms . . . . .                                           | 4           |
| B-2-3 Examination of Plans, Specifications, and Site of the Work . . . . .             | 4           |
| B-2-4 Forms, Plans and Specifications . . . . .                                        | 4           |
| B-2-5 Addenda . . . . .                                                                | 4           |
| B-2-6 Pre-Bid Conference . . . . .                                                     | 5           |
| B-2-7 Preparation of Proposal . . . . .                                                | 5           |
| B-2-8 Proposal Guaranty . . . . .                                                      | 5           |
| B-2-9 Filing of Proposal . . . . .                                                     | 5           |
| B-2-10 Withdrawing Proposals . . . . .                                                 | 5           |
| B-2-11 Cancellation of Bid Opening . . . . .                                           | 6           |
| B-2-12 Opening Proposals . . . . .                                                     | 6           |
| B-2-13 Irregular Proposals . . . . .                                                   | 6           |
| B-2-14 Rejection of Proposals . . . . .                                                | 6           |
| B-2-15 Disqualification of Bidders . . . . .                                           | 6           |
| B-2-16 Disclosure of Interests . . . . .                                               | 6           |
| <u>B-3 Award and Execution of Contract</u>                                             |             |
| B-3-1 Consideration of Contract . . . . .                                              | 7           |
| B-3-2 Award of Contract . . . . .                                                      | 7           |
| B-3-3 Equal Opportunity Employer Provisions . . . . .                                  | 7           |
| B-3-4 Surety Bonds . . . . .                                                           | 8           |
| B-3-5 Execution of Contract . . . . .                                                  | 8           |
| B-3-6 Failure to Execute Contract . . . . .                                            | 8           |
| <u>B-4 Scope of Work</u>                                                               |             |
| B-4-1 Intent of Plans and Specifications . . . . .                                     | 9           |
| B-4-2 Subsidiary Work . . . . .                                                        | 9           |
| B-4-3 Increased or Decreased Quantities of Work . . . . .                              | 9           |
| B-4-4 Alteration of Plans and Specifications . . . . .                                 | 10          |
| B-4-5 Value Engineering Incentive Procedures . . . . .                                 | 10          |
| B-4-6 Extra Work . . . . .                                                             | 11          |
| <u>B-5 Control of the Work and Materials</u>                                           |             |
| B-5-1 Authority of the City Engineer . . . . .                                         | 11          |
| B-5-2 Authority of Duty of Engineers or Inspectors . . . . .                           | 11          |
| B-5-3 Conformity with Plans . . . . .                                                  | 11          |
| B-5-4 Existing Structures . . . . .                                                    | 11          |
| B-5-5 Coordination of Plans, Specifications, Proposal<br>& Special Provision . . . . . | 12          |
| B-5-6 Cooperation of Contractor . . . . .                                              | 12          |
| B-5-7 Construction Staking . . . . .                                                   | 12          |
| B-5-8 Source of Supply of Materials . . . . .                                          | 13          |
| B-5-9 Samples and Tests of Materials . . . . .                                         | 13          |
| B-5-10 "Or Equal" Clause . . . . .                                                     | 13          |
| B-5-11 Storage of Materials . . . . .                                                  | 13          |
| B-5-12 Removal of Defective and Unauthorized Work . . . . .                            | 13          |
| B-5-13 Final Inspection . . . . .                                                      | 14          |
| B-5-14 Warranty Inspection . . . . .                                                   | 14          |

|                                                                              |           |
|------------------------------------------------------------------------------|-----------|
| <b><u>B-6 Legal Relations and Public Responsibility</u></b>                  | <b>14</b> |
| B-6-1 Laws to be Observed . . . . .                                          | 14        |
| B-6-2 Permits and Licenses . . . . .                                         | 15        |
| B-6-3 Patented Devices, Materials and Processes . . . . .                    | 15        |
| B-6-4 Sanitary Provisions . . . . .                                          | 15        |
| B-6-5 Public Conveniences and Safety . . . . .                               | 16        |
| B-6-6 Privileges of contractor in Streets, Alleys and Right-of-Way . . . . . | 16        |
| B-6-7 Railway Crossings . . . . .                                            | 16        |
| B-6-8 Traffic Control Devices . . . . .                                      | 16        |
| B-6-9 Use of Explosives . . . . .                                            | 16        |
| B-6-10 Protection and Restoration of Property . . . . .                      | 17        |
| B-6-11 Responsibility for Damage Claims . . . . .                            | 19        |
| B-6-12 Contractor's Claim for Damages . . . . .                              | 19        |
| B-6-13 Public Utilities and Other Property to be Changed . . . . .           | 19        |
| B-6-14 Temporary Sewer and Drain Connections . . . . .                       | 19        |
| B-6-15 Arrangement and Charge for Water Furnished by the City . . . . .      | 19        |
| B-6-16 Use of fire Hydrants . . . . .                                        | 19        |
| B-6-17 Use of a Section or Portion of the Work . . . . .                     | 20        |
| B-6-18 Separate Contracts . . . . .                                          | 20        |
| B-6-19 Contractor's Responsibility for the Work . . . . .                    | 20        |
| B-6-20 No Waiver of Legal Right . . . . .                                    | 20        |
| B-6-21 Indemnification and Hold Harmless . . . . .                           | 20        |
| B-6-22 Tax Exemption Provisions . . . . .                                    | 20        |
| <b><u>B-7 Prosecution and Progress</u></b>                                   | <b>21</b> |
| B-7-1 Subletting the Work . . . . .                                          | 21        |
| B-7-2 Assignment of Contract . . . . .                                       | 21        |
| B-7-3 Prosecution of the Work . . . . .                                      | 22        |
| B-7-4 Limitation of Operations . . . . .                                     | 22        |
| B-7-5 Character of Workmen and Equipment . . . . .                           | 22        |
| B-7-6 Working Hours . . . . .                                                | 22        |
| B-7-7 Time of Commencement and Completion . . . . .                          | 22        |
| B-7-8 Extension of Time of Completion . . . . .                              | 23        |
| B-7-9 Computation of Contract Time for Completion . . . . .                  | 23        |
| B-7-10 Failure to complete on Time . . . . .                                 | 23        |
| B-7-11 Suspension by court Order . . . . .                                   | 23        |
| B-7-12 Temporary Suspension . . . . .                                        | 24        |
| B-7-13 Suspension of Work and Annulment of Contract . . . . .                | 25        |
| B-7-14 Termination of Contract . . . . .                                     | 25        |
| <b><u>B-8 Measurement and Payment</u></b>                                    | <b>25</b> |
| B-8-1 Measurement of Quantities . . . . .                                    | 25        |
| B-8-2 Unit Price . . . . .                                                   | 25        |
| B-8-3 Scope of Payment . . . . .                                             | 26        |
| B-8-4 Payment for Extra Work . . . . .                                       | 26        |
| B-8-5 Policy of Extra Work and Change Orders . . . . .                       | 27        |
| B-8-6 Partial Estimates . . . . .                                            | 27        |
| B-8-7 Withholding Payment . . . . .                                          | 27        |
| B-8-8 Final Cleanup . . . . .                                                | 28        |
| B-8-9 Final Acceptance . . . . .                                             | 28        |
| B-8-10 Final Payment . . . . .                                               | 28        |
| B-8-11 Maintenance Guaranty . . . . .                                        | 28        |

## SECTION B

### GENERAL PROVISIONS AND REQUIREMENTS FOR MUNICIPAL CONSTRUCTION CONTRACTS CITY OF CORPUS CHRISTI, TEXAS

#### B-1 DEFINITIONS AND ABBREVIATIONS:

##### B-1-1 Definition of Terms:

Wherever the words, forms or phrases defined herein or pronouns used in their place occur in these specifications, in the contract, in the bonds, in the advertisement or any other documents or instrument herein contemplated, or to which these specifications apply or may apply, the intent and meaning shall be interpreted as follows:

Advertisement: All of the legal publications pertaining to the work contemplated or under contract.

Bidder: Any person, persons, partnership, company, firm, association, corporation, or joint venture acting directly or through a duly authorized representative submitting a proposal for work contemplated.

City: The City of Corpus Christi, Texas, a municipal corporation, acting by and through (a) its governing body or (b) its City Manager, each of whom is required by Charter to perform specific duties. Responsibility for final enforcement of contracts involving the City of Corpus Christi is, by Charter, vested in the City Manager.

City Attorney: The City Attorney of the City of Corpus Christi, Texas, or duly authorized assistants or agents.

City Council: The Council of the City of Corpus Christi, Texas.

City Engineer: The Head of the Department of Engineering Services of the City of Corpus Christi, Texas.

City Manager: The Manager of the City of Corpus Christi, Texas.

City Secretary: The City Secretary of the City of Corpus Christi, Texas, or duly authorized assistants or agents.

Contract: The written agreement covering the performance of the work. The contract includes the advertisement; proposal; specifications, including special provisions; plans or working drawings; any supplemental changes or agreements pertaining to the work or materials therefor, and bonds.

Contract Time: The number of calendar days or working days allowed for completion of the contract, including any authorized time extensions.

(a) Calendar Day: A calendar day is defined as any day shown on the calendar beginning and ending at midnight.

(b) Working Day: a working day is defined as a calendar day, not including Sundays or legal holidays, in which the weather or other conditions affecting the site, not under the control of the Contractor, will in the judgement of the Engineer permit the performance of some substantial unit of work for a substantially continuous period of time of not less than six (6) hours between 7 a.m. and 6 p.m., or during such other hours of the day as the Contractor does in fact work with the permission of the Engineer as elsewhere provided.

Each calendar day, not including Sundays or legal holidays, in which the Contractor carries on work on some unit of the contract for a period of more than six (6) hours shall be charged as one (1) working day, regardless of the number of hours worked in excess of the (6) hour minimum. Saturday will not be charged

as a working day unless work of any type requiring the presence of the Engineer is in fact carried on for any period of time during the day.

On Sundays and legal holidays on which, by previous written permission of the Engineer as elsewhere provided, the Contractor works as much as four hours on some unit of the contract, two working days shall be charged. If, under such permission, work is commenced but proceeds less than four hours, one working day shall be charged. In the determination of the hours above, no deduction shall be made for lunch time taken.

Contractor: The person, persons, partnership, company, firm, association, corporation, or joint venture entering into contract for the execution of the work, acting directly or through a duly authorized representative.

Engineer: Assistants, agents, engineers, inspectors, or superintendents duly authorized by the City Engineer and acting within the scope of the particular duties entrusted to them.

General Provisions: This Section B of the specifications.

Holidays: The terms regular holidays and legal holidays, for the purposes of charging working days, control of working days and hours, and wages of employees, shall include the following:

|                            |                           |                   |
|----------------------------|---------------------------|-------------------|
| January 1 (New Year's Day) | July 4 (Independence Day) | Thanksgiving Days |
| Memorial Day               | Labor Day                 | Christmas Day     |

Maintenance Guaranty: The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain the work constructed by him in good condition for the period of time required. This shall be in accordance with the provisions of the specifications and may be made a part of the Performance Bond.

Payment Bond: The approved form of security furnished by the contractor and his surety for the use and benefit of the City as a guarantee for the protection of all claimants supplying labor and/or material in the prosecution of the work provided for in this contract.

Performance Bond: The approved form of security furnished by the contractor and his surety for the use and benefit of the City as a guarantee of good faith on the part of the Contractor to execute the work in strict accordance with the plans, specifications, and terms of the contract, and that the Contractor will maintain the work constructed by him in good condition for the period of one year or such other period of time as may be specially provided.

Plan or Plans: All the drawings pertaining to the contract and made a part thereof, including such supplemental drawings or addenda as the City Engineer may issue in order to clarify other drawings or for the purpose of showing changes in the work hereinafter authorized, or for showing details not shown thereon.

Proposal: The written statement or statements duly filed with the City Secretary of the person, persons, partnership, company, firm, association, corporation, or joint venture proposing to do the work contemplated, including the approved form on which the formal bids for the work are to be prepared.

Proposal Guaranty: The bid security designated in the advertisement and proposal to be furnished by each bidder as a guarantee of good faith to enter into a contract with the City and execute the required bonds for the work contemplated after the work is awarded him.

Special Provisions: The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the standard specifications, and taking precedence over any conditions or requirements of the standard specifications with which they are in conflict.

Specifications: The directions, provisions, and requirements contained herein, together with the special provisions supplemental hereto, pertaining to the method and manner of performing the work or to the qualities or quantities of the material to be furnished under the contract.

Sureties: The corporate bodies which are bound by such bonds as are required with and for the Contractor.

The Work: All work, including the furnishing of labor, materials, tools, equipment, and incidentals, to be performed by the Contractor under the terms of the contract.

B-1-2 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:

|                 |                                                                    |            |                                           |
|-----------------|--------------------------------------------------------------------|------------|-------------------------------------------|
| A.A.S.H.T.O.    | American Association of State Highway and Transportation Officials | H.S.       | Horseshoe                                 |
| Ac.             | Acre                                                               | In. or "   | Inches                                    |
| A.C.            | Asbestos Cement                                                    | Lb. or #   | Pound                                     |
| A.C.I.          | American Concrete Institute                                        | L.F.       | Linear Foot                               |
| A.N.S.I.        | American National Standards Institute                              | Lin.       | Linear                                    |
| Asph.           | Asphalt                                                            | L.S.       | Lump Sum                                  |
| A.S.T.M.        | American Society for Testing Materials                             | Max.       | Maximum                                   |
| Ave.            | Avenue                                                             | M.H.       | Manhole                                   |
| A.W.P.A.        | American Wood Preservers Association                               | Min.       | Minimum                                   |
| A.W.S.          | American Welding Society                                           | Mono.      | Monolithic                                |
| A.W.W.A.        | American Water Works Association                                   | M.U.T.C.D. | Manual of Uniform Traffic Control Devices |
| Blvd.           | Boulevard                                                          | N.         | North                                     |
| C.F.            | Cubic Foot                                                         | No.        | Number                                    |
| C.I.            | Cast Iron                                                          | %          | Percent                                   |
| C.L.            | Center Line                                                        | P.L.       | Property Line                             |
| C.M.P.          | Corrugated Metal Pipe                                              | Prop.      | Proposed or Property                      |
| C.O.            | Cleanout                                                           | P.V.C.     | Poly Vinyl Chloride                       |
| Conc.           | Concrete                                                           | R.         | Radius                                    |
| Cond.           | Conduit                                                            | R.C.P.     | Reinforced Concrete Pipe                  |
| Corr.           | Corrugated                                                         | Reinf.     | Reinforced                                |
| C.P. & L.       | Central Power & Light Company                                      | Rem.       | Remove                                    |
| Cu.             | Cubic                                                              | Rep.       | Replace                                   |
| Culv.           | Culvert                                                            | R.R.       | Railroad                                  |
| C.Y.            | Cubic Yard                                                         | R/W or ROW | Right-of-Way                              |
| D.I.            | Ductile Iron                                                       | S.         | South                                     |
| Dia.            | Diameter                                                           | San.       | Sanitary                                  |
| Dr. or Dwy      | Drive or Driveway                                                  | S.F.       | Square Foot                               |
| E.              | East                                                               | Sq.        | Square                                    |
| Ea.             | Each                                                               | St.        | Street or Storm                           |
| Elev.           | Elevation                                                          | Std.       | Standard                                  |
| Exist.          | Existing                                                           | S.Y.       | Square yard                               |
| F.              | Fahrenheit                                                         | T.C.       | Top of Curb                               |
| F.L.            | Flow Line                                                          | Tel.       | Telephone                                 |
| Ft. or '        | Feet                                                               | V.F.       | Vertical Foot                             |
| Gal.            | Gallon                                                             | W.         | West                                      |
| G.L.            | Gutter Line                                                        | W.U.T.     | Western Union Telegraph                   |
| G.P.M.          | Gallons per Minute                                                 | Yd.        | Yard                                      |
| H.N.G.          | Houston Natural Gas Co.                                            |            |                                           |
| <u>Metrics:</u> |                                                                    |            |                                           |
| cm              | Centimeter                                                         | m          | Meter                                     |
| gm              | Gram                                                               | mgm        | Milligram                                 |
| kgm             | Kilogram                                                           | mm         | Millimeter                                |
| km              | Kilometer                                                          |            |                                           |

Other abbreviations that may appear shall have the meaning customarily intended in such usage, circumstances, and context.

## B-2 PROPOSAL REQUIREMENTS AND CONDITIONS:

### B-2-1 Proposal Form:

The City will furnish bidders with proposal forms which state the general location and description of the contemplated work, and which will contain an itemized list of items of work to be done or materials to be furnished, and upon which bid prices are asked. The proposal form will provide for the amount of proposal guaranty, the contract time, and the acknowledgement of addenda received.

### B-2-2 Quantities in Proposal Form:

The quantities of the work and materials set forth in the proposal form or on the plans approximately represent the work to be performed and materials to be furnished and are for the purpose of comparing the bids on a uniform basis. Payment will be made by the City to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications, and it is understood that the quantities may be increased or decreased as hereinafter provided without in any way invalidating the bid price.

### B-2-3 Examination of Plans, Specifications, and Site of the Work:

Bidders are advised that the plans and specifications and other documents on file with the City Engineer shall constitute all of the information which the City will furnish. Bidders are required, prior to submitting any proposal, to read the specifications, proposal, contract, and bond forms carefully; to visit the site of the work; to examine carefully local conditions, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, methods of providing ingress or egress to private properties, and methods of handling traffic; to inform themselves, by their independent research, tests, and investigation, of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and obtain all information required to make an intelligent proposal. No information given by the City or any official thereof, other than that shown on the plans and contained in the specifications, proposal, and other documents, shall be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigations, tests, and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the bidder has made the examinations, investigations, and tests required herein.

### B-2-4 Forms, Plans and Specifications:

Unless otherwise specified in the Notice to Bidders and Special Provisions, forms of proposal, contract and bonds and plans and specifications may be obtained at the offices of the City Engineer in the City Hall upon making a Plans Deposit as designated, which sum so deposited will be refunded provided the prospective bidder returns all documents, except proposal form if bidding, to the offices of the City Engineer within two (2) weeks from and after the time and date of receiving proposals. If the prospective bidder does not comply with this requirement, the sum of the Plans Deposit shall become the property of the City of Corpus Christi, Texas.

### B-2-5 Addenda:

Addenda to the plans and specifications, which are formal written notices of additions, deletions, modifications, or explanations of contract documents from the City to prospective bidders in advance of the bid date, may be issued by the City Engineer. Such addenda will be mailed immediately to the address designated by prospective bidders taking out plans, specifications, and proposal forms.

#### B-2-6 Pre-Bid Conference:

Any prospective bidder may request a pre-bid conference to discuss the plans, specifications, and proposal. If such a conference is requested, it will be held approximately one week prior to the bid opening. Each prospective bidder who has furnished the Plans Deposit required by the Notice to Bidders will be notified of the date, time, and location of the pre-bid conference. Any clarification to the contract documents deemed necessary as a result of the pre-bid conference will be made by written addenda.

#### B-2-7 Preparation of Proposal:

The bidder shall submit his proposal on the forms furnished by the City. All blank spaces in the forms shall be correctly filled in, and the bidder shall state the prices, written in ink, for which he proposes to do the work contemplated or furnish the material required; the unit prices shall be written both in words and numerals. Such prices shall be written distinctly legible. In case of discrepancy between the unit price written in words and the unit price written in figures, the unit price written in words shall govern. The unit price shall govern over the amount. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given and the proposal signed by a member of the firm, association, or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given and the proposal signed by an official or duly authorized agent. Proposals submitted by a joint venture shall list all participants and their addresses. Powers of attorney, authorizing agents or others to sign proposals, must be properly certified and must be in writing and submitted with the proposal.

#### B-2-8 Proposal Guaranty:

No proposal will be considered unless accompanied by an individual bid security (bond) for the project in the amount of five percent (5%) of the highest amount bid. Such bid security shall be issued by a firm licensed for issuance in the State of Texas. A cashier's check, certified check, money order, or bank draft from any state or national bank will also be acceptable. The security shall be deemed a good faith offer on the part of the bidder to accept a contract, if awarded. In the event the successful bidder declines to accept such award or cannot provide the required bonds and insurance certificates within ten (10) calendar days of the award of the contract, then the amount of the bid security will become the property of the City, not as penalty but as liquidated damages.

The bid securities of the unsuccessful bidders may be released within forty-eight (48) hours of the time bids are received. The bid security of the successful bidder will be released upon execution of the contract documents and submission of the required bonds and certificates.

#### B-2-9 Filing of Proposal:

No proposal will be considered unless it is filed with the City Secretary's office in the City Hall, Corpus Christi, Texas, within the time limit for receiving proposals as stated in the advertisement. Each proposal shall be in a sealed envelope, plainly marked with the word "PROPOSAL" and the name and description of the project as designated in the "ADVERTISEMENT".

#### B-2-10 Withdrawing Proposals:

Proposals filed with the City Secretary cannot be withdrawn or modified prior to the time set for opening proposals. Request for non-consideration of proposals must be made in writing addressed to the City Engineer and filed with the City Secretary prior to the time set opening proposals. After other proposals are opened and publicly read, the proposal for which withdrawal is properly requested may be returned unopened.

**B-2-11 Cancellation of Bid Opening:**

The City may, at any time, before any bids are actually opened, cancel the opening of the bids and return all bids unopened.

**B-2-12 Opening Proposals:**

The proposals filed with the City Secretary will be opened at the time stated in the advertisement and publicly read aloud and shall thereafter remain on file with the City. No contract will be entered into based upon such proposals until after forty-eight (48) hours shall have elapsed. Proposals not accompanied by the required proposal guaranty will not be read.

**B-2-13 Irregular Proposals:**

Proposals will be considered irregular if they show any omissions, failure to properly account for duly issued addenda, alterations of form, additions, conditions not called for, unauthorized alternate bids or irregularities or qualifications of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interest of the City.

**B-2-14 Rejection of Proposals:**

The City reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals containing any irregularities or showing an unbalanced value of any items may be rejected. Proposals will be rejected for any of the following specific reasons:

- (a) Proposal received after the time limit for receiving proposals as stated in the advertisement.
- (b) Proposal submitted without the required bid security.
- (c) Proposal submitted and not sealed and/or identifiable to a particular project.

**B-2-15 Disqualification of Bidders:**

Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

- (a) Reason for believing collusion exists among the bidders.
- (b) Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- (c) The bidder being interested in any litigation against the City.
- (d) The bidder being in arrears on any existing contract, having defaulted on previous contracts, or being delinquent in the payment of City taxes.
- (e) Uncompleted work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- (f) Previous experience investigation reveals poor, incomplete, unacceptable, or inferior work performance and prosecution and lack of fiscal responsibility in paying for services, labor, or products rendered on such previous work.

**B-2-16 Disclosure of Interests:**

All entities desiring to do business with the City of Corpus Christi are required to provide a Disclosure of Interests. The required form is included as a part of the proposal. Prospective bidders may submit the form with their

proposal. The successful bidder shall be required to submit the form within seven (7) calendar days of the receipt of bids. The City also reserves the right to require similar statements from all material suppliers and subcontractors of the successful bidder.

### B-3 AWARD AND EXECUTION OF CONTRACT:

#### B-3-1 Consideration of Contract:

After proposals are opened, the proposals will be tabulated for comparison on the basis of the bid prices and quantities shown in the proposal. Until final award of the contract, the City reserves the right to reject any or all proposals or proceed to do the work otherwise in the best interest of the City.

#### B-3-2 Award of Contract:

The City reserves the right to withhold the award of the contract for a reasonable period of time from date of opening proposals, and no award will be made until after investigations are made as to the responsibilities of the low bidder. In the City's considering of an award, the bidder may be requested to submit statements regarding previous experience in performing comparable or similar work, his business or technical organization and equipment to help the City evaluate the bidder's abilities. The basis for an award will be determined by the lowest responsible bidder (Article 2368a VATS) deemed most advantageous to the City and not necessarily the lowest bidder. In no case will a contract be awarded until at least forty-eight (48) hours shall have elapsed from the time of opening proposals.

#### B-3-3 Equal Opportunity Employer Provisions:

Every Contractor must agree that during the performance of his contract he will:

- (1) Treat all applicants and employees without discrimination as to race, color, religion, sex, or national origin.
- (2) Identify himself as an equal opportunity employer in all help wanted advertising or requests.

The Contractor is hereby advised that any complaints filed with the City alleging that a Contractor is not an equal opportunity employer during the six months preceding the date of receipt of bids will be referred to the Human Relations Commission through its Human Relations Administrator for the purpose of review and recommendations. The report of the Human Relations Commission will be transmitted to the City Engineer who will include a summary of such report with any future bid award recommendations for which the Contractor is a bidder and bring to the attention of the City Council any such report received prior to the issuance of a work order to any such Contractor. A copy of this report shall be sent to the Contractor. The Human Relations Administrator will follow up any such report and bring to the attention of the Commission any further action by the Contractor which would include that the findings of the Commission should be modified. Any such modified findings of the Commission will be delivered to the City Engineer with a copy to the Contractor and be included in any future bid award recommendations.

The City Council reserves the right to consider such reports in determining the best bid and to terminate, on the basis of such report, any portion of a contract for which a work order has not been issued. However, the Contractor is specifically advised that no equal opportunity employment complaint will be the basis for cancellation of any contract for which a work order has been issued.

#### B-3-4 Surety Bonds:

With the execution and delivery of the contract, the Contractor shall furnish and file with the City, in the amounts herein required, the following surety bonds:

(a) Performance Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the approximate total amount of the contract, as evidenced by the proposal tabulation or otherwise, guaranteeing the full and faithful execution of the work and performance of the contract, and for the protection of the City and all other persons against damage by reason of negligence of the Contractor, or improper execution of the work, or the use of inferior materials. This bond shall provide for the repair and maintenance of all defects due to faulty materials, faulty combinations of materials, and/or faulty workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the City, or such lesser or greater period as may be designated in the Special Provisions. A Performance Bond will not be required if the contract amount does not exceed \$25,000.00.

(b) Payment Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the approximate total amount of the contract, as evidenced by the proposal tabulation or otherwise, guaranteeing the full and proper protection of all claimants supplying labor and/or material in the prosecution of the work provided for in said contract and for the use of each such claimant. A Payment Bond will not be required if the contract amount does not exceed \$25,000.00.

(c) Other Bonds: Other bonds, if required in the Special Provisions.

No surety will be accepted by the City who is now in default or delinquent on any bonds or who is interested in any litigation against the City. All bonds shall be issued by an approved surety company authorized to do business in the State of Texas and acceptable to the City, and the surety shall designate an agent who is a resident of Nueces County, Texas. Each bond shall be executed by the Contractor and the surety.

Should any surety on the contract be determined unsatisfactory at any time by the City, notice will be given the Contractor to that effect, and the Contractor shall immediately provide a new surety satisfactory to the City. No payment will be made under the contract until the new surety, or sureties as required, has qualified and been accepted by the City. The contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the City.

The City requires that the Power of Attorney submitted with any surety bond (Performance, Payment, etc.) be signed with an original signature and properly dated and sealed. In the event a facsimile Power of Attorney is used, the City must have on file a sworn statement from an officer of the surety company to the effect that the agent who signs the bond form for the surety is currently in good standing with the surety. It is also required that the facsimile be a true copy of the original Power of Attorney on file among the records of the surety in its home office, not be amended or abridge, still be in full force and effect, and that the City will be notified in the event of cancellation of the particular agent.

#### B-3-5 Execution of Contract:

The person or persons, partnership, company, firm, association, corporation, or joint venture to whom a contract is awarded shall, within ten (10) calendar days after such award and after the Contractor has been requested to execute the documents, sign the required contract, furnish the required insurance certificates, and execute the required bonds. No contract shall be binding on the City until it has been attested by the City Secretary, approved as to form by the City Attorney, executed for the City by the City Manager, and delivered to the Contractor.

#### B-3-6 Failure to Execute Contract:

The failure of the bidder to execute the required bonds, furnish the required insurance certificates, and sign the required contract within ten (10) calendar days after the contract is awarded and the Contractor has been requested to execute the documents shall be considered by the City as an abandonment of his proposal, and the City may annul the award. By reason of the uncertainty of the market prices of materials and labor and its being impracticable and difficult to determine accurately the amount of damages accruing the City by reason of the said bidder's failure to execute said bonds and contract within ten (10) calendar days, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the City will suffer by reason of such failure on part of the bidder and shall thereupon immediately be forfeited to the City. The filing of a proposal will be considered an acceptance of this provision.

#### B-4 SCOPE OF WORK:

##### B-4-1 Intent of Plans and Specifications:

The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the plans, specifications, special provisions, proposal, and contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and contract, and shall do such additional extra work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, material, machinery, equipment and incidentals necessary for the prosecution of the work.

##### B-4-2 Subsidiary Work:

In the course of furnishing or constructing a complete work or improvement, certain work may be necessary which is subsidiary to the items which are established as pay items. Some such subsidiary work may be shown and specified in detail in the plans and specifications, other work may be less completely shown, and other such work which is entirely necessary for the satisfactory completion of the work as a whole may not be noted on the plans or in the specifications. It shall be the duty of the Contractor to carry out all such subsidiary work as if fully shown, and the cost of such work shall be made subsidiary to the established pay item.

##### B-4-3 Increased or Decreased Quantities of Work:

(a) The City reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered. No allowance will be made for any change in anticipated profits not shall such changes be considered as waiving or invalidating any conditions or provisions of the contract or bonds.

(b) A Major Item as used in this Section shall be construed to be any individual bit item included in the proposal that has a total cost equal to or greater than five percent (5%) of the total contract cost computed on the basis of the proposal quantities and the contract unit prices.

(c) When the quantity of work to be done or of materials to be furnished under any Major Item of the contract is more than one hundred twenty-five (125%) of the quantity of that unit stated in the proposal, then either party to the contract, upon demand, shall be entitled to revised consideration on that portion of the work above one hundred twenty-five percent (125%) of the quantity stated in the proposal.

(d) When the quantity of work done or materials to be furnished under any Major Item of the contract is less than seventy-five percent (75%) of the quantity of that item stated in the proposal, then either party to the contract, upon demand, shall be entitled to revised consideration on the work performed.

(e) Any revised consideration is to be determined by special agreement or as is hereinafter provided under "Payment for Extra Work".

B-4-4 Alteration of Plans and Specifications:

The City reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract and bonds.

B-4-5 Value Engineering Incentive Procedures:

After the award of the contract, the Contractor may develop and submit, to the City Engineer, Value Engineering Change Proposals (VECP's) identifying potential reductions in the contract cost by effective changes to the contract plans and specifications. Any VECP submittal shall include the following:

(1) The present contract requirement and description of the proposal change including any modifications to the plans and specifications.

(2) The comparative advantages and disadvantages of both the present requirement and the proposed change.

(3) An analysis of how the proposed change will alter the function, characteristics and/or performance of a component.

(4) A separate detailed cost estimate comparing the cost of the existing requirement and the cost of the proposed change including any costs which might be incurred in testing or evaluation of the proposed change.

(5) A comparative projection of the operational and maintenance costs of the existing requirement and the proposed change.

(6) A projection of the latest date which the VECP can be incorporated into the contract to achieve maximum cost savings. Any effect upon completion time or delivery schedule should also be noted.

The City Engineer shall notify the Contractor of the status of the VECP within thirty (30) days of its receipt. Acceptance or rejection of the VECP by the City Engineer shall be final. If the VECP is not accepted, written notification will be provided detailing the reasons for rejection. Any VECP may be accepted in whole or in part.

Execution by both parties of a change order to the contract covering the proposed changes shall constitute approval of the VECP and authorization to proceed with the changes. Until such time as the change order is executed, the Contractor shall perform in accordance with the provisions of the existing contract.

The Contractor's share of the savings resulting from approval of the VECP shall be fifty percent (50%) of the net cost savings calculated as follows:

Contractor's Share = .50 (existing contract requirement cost - proposed change costs - testing and evaluation costs incurred by the City or Contractor).

This savings will be reflected on the change order approving the VECP and authorizing the change. Deletion of contract work or construction items and changes initiated by the City will not be considered as VECP's. In those instances, the City will realize 100% of the contract reduction or cost savings.

#### B-4-6 Extra Work:

When additional work not shown in the plans and specifications or reasonably inferred as subsidiary work or as normal adaptation to existing conditions is required, the Contractor shall do such work when ordered in writing by the Engineer. Payment for such extra work will be made as hereinafter provided.

#### B-5 CONTROL OF THE WORK AND MATERIALS:

##### B-5-1 Authority of the City Engineer:

All work shall be performed under the supervision of the City Engineer in a workmanlike manner and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, mutual rights between Contractors under these specifications and suspension of the work. He shall determine the amount and quality of the work performed and materials furnished, and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the Contractor to receive money due him under the contract.

##### B-5-2 Authority and Duty of Engineers or Inspectors:

The City Engineer may appoint Engineers and/or Inspectors as assistants to inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The Engineer or Inspector will not be authorized to revoke, alter, expand, relax, or waive any requirements of the contract documents. The Engineer or Inspector will keep a record of the progress of the work and the manner in which it is being performed and inform the City Engineer of same. He is authorized to call to the attention of the Contractor any deficiency of the work or of materials to conform to the contract documents; however, failure to do so shall not constitute acceptance of said work. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work performed was in accordance with the requirements and intent of the plans and specifications.

The Engineer or Inspector shall in no case act as foreman or supervisor or perform other duties for the Contractor nor interfere with the management of the work by the latter. Any advice which the Engineer or Inspector may give the Contractor shall in no way be construed as binding to the City or release the Contractor from fulfilling all the terms of the contract.

The Engineer or Inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the City Engineer. If the Contractor refuses to suspend operations on verbal order, the Engineer or Inspector shall issue a written order giving the reason for suspending the work. After delivering the order to the person in charge, the Engineer or Inspector shall immediately leave the job site. Work done during the absence of the Engineer or Inspector under these circumstances will not be accepted or paid for.

##### B-5-3 Conformity with Plans:

All work shall conform to the lines, grades, cross-sections, and dimensions shown on the plans. Any deviation from the plans which may be required by the exigencies of construction will be determined by the City Engineer and authorized by him in writing.

##### B-5-4 Existing Structures:

The plans show the location of all known surface and subsurface structures. However, the location of many gas mains, water mains, conduits, sewers, etc. is

unknown, and the City assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for additional compensation for extra work in any manner whatsoever unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades or requires the building of special work for which no provision is made in the plans and which is not essentially subsidiary to some item of work for which provision is made. It is assumed that, as elsewhere provided, the Contractor has thoroughly inspected the site, is informed as to the correct location of surface structures, has included the cost of such incidental work in the prices bid, and has considered and allowed for all foreseeable incidental work due to variable subsurface conditions, whether such conditions and such work are fully and properly described on the plans or not. Minor changes and variations of the work specified and shown on the plans shall be expected by the Contractor and allowed for as incidental to the satisfactory completion of a whole and functioning work or improvement.

#### B-5-5 Coordination of Plans, Specifications, Proposal and Special Provisions:

The plans, general provisions, proposal, special provisions, standard specifications and all supplemental documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scale dimensions; plans shall govern over specifications; special provisions shall govern over both general and standard specifications; and plans and quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications, and the City Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer.

#### B-5-6 Cooperation of Contractor:

The Contractor will be supplied with three (3) copies of the plans and specifications. The Contractor shall have available on the work at all times one copy of said plans and specifications. The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the City Engineer, his authorized representatives, and with other contractors in every way possible. The Contractor shall provide a competent superintendent on the work at all times who is fully authorized as his agent on the work. Such superintendent shall be capable of reading and understanding the plans and specifications and shall receive and fulfill instructions from the City Engineer or his authorized representatives. The Contractor shall provide all facilities to enable the Engineer or Inspector to inspect the workmanship and materials entering into the work. On marine work, the Contractor shall furnish motorboat transportation as required by the Engineer for the purpose of inspecting the work. The superintendent shall keep the City Engineer or his representative informed of the work he is planning to do and the work schedule.

#### B-5-7 Construction Staking:

The Engineer will furnish the Contractor with lines, grades, and measurements necessary for the proper prosecution and control of the work contracted for under these specifications. Such stakes or markings as the Engineer may establish either for his own use or the Contractor's guidance shall be preserved by the Contractor until authorized by the Engineer to remove same. Unnecessary destruction of stakes shall not be allowed by the Contractor. The Contractor shall be bound to examine the stakes set and check the lines and grades thus set against the plans and profiles, and shall be accountable particularly that gutters, structures, and pipes which drain in a certain direction on the plans do so drain when constructed.

#### B-5-8 Source of Supply of Materials:

The materials shall be the best procurable as required by the plans, specifications, and special provisions. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only material conforming to these specifications shall be used, only after written approval has been given by the Engineer, and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling will not be permitted to be used in the work. New material is required unless otherwise specially provided in the plans and specifications.

#### B-5-9 Samples and Tests of Materials:

Where, in the opinion of the Engineer or as called for in the specifications, tests of material are necessary, such tests will be made at the expense of the City unless otherwise provided. The failure of the City to make any tests of materials shall in no way relieve the Contractor of his responsibility of furnishing materials conforming to the specifications. Tests, unless otherwise specified, will be made in accordance with the latest methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made. The Contractor shall furnish adequate samples without charge.

#### B-5-10 "Or Equal" Clause:

All bids shall be based on the specified products. Where two or more products are specified for an item of work, either one thereof is acceptable and the choice is left to the Contractor. Where only one product is specified, and where the term "or approved equal" or similar wording is used in connection with specified products, the Contractor may, if he so desires, offer for consideration a substitute product which he judges to be equal in every respect to the required product. When a specific process is specified as well as a guarantee of the results, the Contractor shall, if in his judgement the process may not produce the required result, offer for approval an alternative process which he would guarantee. All such offers shall be made in writing to the Engineer after award of contract.

The Contractor shall furnish to the Engineer with the first submittal sufficient drawings, specifications, samples, performance data, and other information necessary to assist the Engineer in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Contractor. No consideration will be given to incomplete submittals. Substitutions must be approved in writing before they may be used.

#### B-5-11 Storage of Materials:

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection. Particular attention is directed to the storage of structural steel and reinforcing steel, which shall not be stored on the ground.

#### B-5-12 Removal of Defective and Unauthorized Work:

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done

beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor's risk and will be considered unauthorized and, at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving notice from the Engineer, the Engineer will, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

#### B-5-13 Final Inspection:

The Engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made. Previous inspection by the Engineer or his representatives during the course of the work shall not be interpreted as approval or acceptance of work or materials which on final inspection are found to be defective or not in accordance with the contract and its duly authorized modifications.

#### B-5-14 Warranty Inspection:

Forty-five (45) to sixty (60) days prior to the expiration of the maintenance guaranty period as specified in the contract documents, a warranty inspection will be made. The Contractor may be notified when this examination will be made so that he or his representatives may be present.

Within the maintenance guaranty period, the Contractor when ordered by the Engineer, shall repair, replace or rebuild such portions which are found to be faulty because of materials or workmanship. The Contractor shall begin the remedial work within ten (10) calendar days of written order by the Engineer. In case the Contractor does not start remedial work within the above time limit, or in case of an emergency condition caused by faulty work, the City may take remedial action and charge the cost thereof against the Contractor and/or his surety.

#### B-6 LEGAL RELATIONS AND PUBLIC RESPONSIBILITY:

##### B-6-1 Laws to be Observed:

The Contractor shall at all times observe and comply with all Federal and State Laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No pleas of misunderstanding or ignorance thereof will be considered. The Contractor and his surety shall indemnify and save harmless the City and all its officials, agents, and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or order, whether by himself or his employees.

##### B-6-2 Permits and Licenses:

The Contractor shall procure all legally required building, plumbing, electrical and other permits and licenses, pay all charges and fees (except City fees), give all notices necessary and incidental to the due and lawful prosecution of the work, and arrange for all building, plumbing, electrical or other inspections as appropriate.

B-6-3 Patented Devices, Materials and Processes:

If the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually agreed and understood that, without exception, contract prices shall include all royalties or costs arising from patents, trademarks and copyrights in any way involved in the work. The Contractor and his sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright in connection with the work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

B-6-4 Sanitary Provisions:

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infection or contagious diseases and to prevent effectively the creation of a nuisance about the work or any property either public or private, and such regulations as are required by the Engineer shall be put into immediate force and effect by the Contractor. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as will be approved by the Engineer, and their use shall be strictly enforced by the Contractor. All sanitary laws and regulations of the State of Texas and the City of Corpus Christi shall be strictly complied with.

B-6-5 Public Convenience and Safety:

Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction to the traveling public than is considered necessary by the Engineer. The Contractor shall, upon direction of the Engineer, make provisions by bridges or otherwise at sidewalks and private driveways for the free passage of pedestrians and vehicles provided that, where bridging is impracticable or unnecessary in the opinion of the Engineer, the Contractor may make arrangements satisfactory to the Engineer for the diversion of traffic and shall, at his own expense, provide all material and perform all work necessary for the construction and maintenance of roadways and bridges. Sidewalks must not be obstructed except by special permission of the Engineer. The materials excavated and the construction materials or plant used in the construction of the work shall be placed so as not to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for telephone, telegraph, signal or electric conduits, sanitary or storm sewers, and fire alarm or police call boxes in the vicinity.

The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention after twenty-four hours notice in writing to the Contractor except in case of emergency when it shall have the right to remedy any neglect without notice, and in either case, the cost of such work done by the City shall be deducted from monies due or to become due the Contractor. The Contractor shall notify the Fire and Police Division Headquarters when any street is closed or obstructed. Where the Contractor is required to construct temporary bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings. The Contractor shall mark all detours as directed by the Engineer so that the entire route of the detour is designated, such markings to be by neat and workmanlike signs large enough and so painted and so placed as to be clearly visible.

#### B-6-6 Privileges of Contractor in Streets, Alleys and Right-of-Way:

For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, or other public places or other right-of-way, as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction purposes may be stored in such space but not more than is necessary to avoid delay in the construction. Excavation and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed. Other Contractors of the City may, for all purposes be required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the City all reasonable facilities and assistance for the completion of adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own cost and expense.

#### B-6-7 Railway Crossings:

Where the work encroaches upon any right-of-way of any railway, the City will secure the necessary easement for the work. Where railway tracks are to be crossed, the Contractor shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the Contractor. The railway company shall be notified by the Contractor not less than five (5) days previous to time of his intentions to begin the work. The Contractor will not be paid direct compensation for such railway crossing but shall receive only the compensation for such railway crossing as set out in the proposal.

#### B-6-8 Traffic Control Devices:

Where the Contractor's operations are carried on in or adjacent to any public right-of-way or public place and which, in the opinion of the City Engineer, interferes with normal vehicular and pedestrian traffic, the Contractor shall take appropriate measures to protect persons, property and the work. Such measures shall include but not be limited to barricades, lights, signs, fences, flagmen, and watchmen. Such measures shall be taken to exclude or route pedestrian and vehicular traffic around the work and area of operations. Barricades, lights, signs and flagmen shall be utilized in accordance with the Uniform Barricading Standards and Practices as adopted by the City.

The Contractor shall be responsible for all damages to persons, property and the work occasioned by his operations and said responsibility shall not cease until the project has been accepted by the City.

#### B-6-9 Use of Explosives:

Should the Contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property. The City shall not be held liable for damages done by the Contractor in the use of explosives. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than eight (8) hours in advance of the use of explosives which might damage or endanger their or his property along or adjacent to the work. Wherever explosives are stored or kept, they shall be stored in a safe and secure manner, and all storage places shall be plainly marked "DANGEROUS EXPLOSIVES" and shall be under the care of a competent watchmen at all times.

#### B-6-10 Protection and Restoration of Property:

Where the work passes over or through private property, the City will provide such right-of-way. The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the owner. The Contractor shall be responsible for the preservation of and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences,

culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer and gas lines; to all conduits, to all overhead pole lines, or appurtenances thereof; and to all other public and private property along or adjacent to the work. The Contractor shall be responsible for all damage or injury to the property of any character resulting from any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore or have restored at his own cost and expense such property to a condition similar to equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall made good such damage from injury in a manner acceptable to the owner or the Engineer. In case of failure on the part of the Contractor to restore such property or to make good such damage or injury, the Engineer may, after forty-eight (48) hours written notice under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any monies due or to become due the Contractor under his contract.

**B-6-11 Responsibility for Damage Claims:**

The Contractor shall not commence work under this contract until he has obtained all insurance required herein and such insurance has been approved by the City. The Contractor shall not allow any subcontractor(s) to commence work until all similar insurance required of the subcontractor(s) has been so obtained.

Within ten (10) calendar days after the date the City requests that the Contractor sign the contract documents, the Contractor shall furnish the City with certificates of insurance evidencing that the Contractor has obtained insurance coverage of the types more particularly described below in parts (a) through (e) of this section. (For self-insured workers' compensation coverage, other documents, specified hereafter, may be substituted for the certificate of insurance just described). The workers' compensation insurance policy need not list the City as an additional insured. Additionally, all certificates of insurance shall state the name of the project in the "Description of Operations" section of such certificate. These certificates and any subsequent insurance certificates in connection with this particular contract shall be delivered to the offices of the City Engineer. The Certificates of Insurance shall state that ten (10) days written notice will be given the City before any policy covered thereby is changed or canceled and shall show the following minimum coverage in an insurance company acceptable to the City. The City reserves the right to modify minimum limits based upon the nature and scope of the work. The Contractor agrees to comply with the Supplemental Insurance Requirements stated in the "Special Provisions" section of this contract.

(a) General Liability, including Commercial General Form; Premises - Operations; Explosion & Collapse Hazard; Underground Hazard; Products/Completed Operations Hazard; Contractual Insurance, with an endorsement on the face of the certificate that it includes the "Hold Harmless" in the last paragraph of this provision; Broad Form Property Damage; Independent Contractors; and Personal Injury:

**MINIMUM INSURANCE COVERAGE**

|                                              |                           |
|----------------------------------------------|---------------------------|
| Bodily Injury and Consequent Death . . . . . | \$300,000 Per Person      |
| Bodily Injury and Consequent Death . . . . . | \$500,000 Each Occurrence |
| Property Damage . . . . .                    | \$100,000 Each Occurrence |

(b) Automobile Liability - Owned, Nonowner or Rented:

**MINIMUM INSURANCE COVERAGE**

|                                              |                           |
|----------------------------------------------|---------------------------|
| Bodily Injury and Consequent Death . . . . . | \$100,000 Per Person      |
| Bodily Injury and Consequent Death . . . . . | \$300,000 Each Occurrence |
| Property Damage . . . . .                    | \$100,000 Each Occurrence |

(c) Workers' Compensation and Occupational Diseases:

The Contractor shall obtain worker's compensation insurance coverage through a licensed insurance company or through self-insurance obtained in accordance with Texas law. If such coverage is obtained through a licensed insurance company, then the contract for coverage shall be written on a policy and endorsements approved by the Texas State Board of Insurance.

If such coverage is provided through self-insurance, then within ten (10) calendar days after the date the City requests that the Contractor sign the contract documents, the Contractor shall provide the City with a copy of its certificate of authority to self-insure its workers' compensation coverage as well as a letter, signed by the Contractor, stating that the certificate of authority to self-insure remains in effect and is not the subject of any revocation proceeding then pending before the Texas Workers' Compensation Commission. Further, if at any time before final acceptance of the Work by the City, such certificate of authority to self-insure is revoked or is made the subject of any proceeding which could result in revocation of the certificate, then the Contractor shall immediately provide written notice of such facts to the City, by certified mail, return receipt requested directed to: City of Corpus Christi, Department of Engineering Services, P.O. Box 9277, Corpus Christi, Texas 78469 - Attention: Contract Administrator.

Whether workers' compensation insurance coverage is provided through a licensed insurance company or through self-insurance, the coverage provided must be in an amount sufficient to assure that all worker's compensation obligations incurred by the Contractor will be promptly met.

(d) Employer's Liability:

Minimum Insurance Coverage - \$100,000 Per Person

(e) Builder's Risk Insurance Coverage:

Contractor will be responsible for providing builder's risk insurance coverage for the term of the contract up to and including the date the City finally accepts the project or work. Builder's risk coverage shall be an "All Risk" form. The policy shall be a completed value form. The Contractor shall provide such builder's risk coverage as indicated in the Special Provisions, which is estimated to be the value at completion of the real or personal property to be constructed, repaired or otherwise improved under the contract.

Contractor shall be responsible for paying all costs necessary to procure such builder's risk insurance coverage, including any deductible. The City shall be named an additional insured on any policies providing such insurance coverage.

In the event of accidents of any kind, the Contractor shall furnish the City with copies of all reports such accidents at the same time that the reports are forwarded to any other interested parties. It shall be the Contractor's primary responsibility for immediately notifying the carriers of any or all insurance under this contract in the event of a known loss or claim presented to the Contractor by the City or a third party.

Contractor agrees to indemnify, save harmless and defend the City, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligence or other fault of the City, its agents, servants, or employees or any other person indemnified hereunder.

B-6-12 Contractor's Claim for Damages:

Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall, within three (3) days after sustaining such alleged damage, make a written statement to the City Engineer, setting out in detail the nature of the alleged damage; and on or before the twenty-fifth (25th) day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the City Engineer an itemized statement of the details and amount of such alleged damage and, upon request, shall give the City Engineer access to all books of accounts, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount or such alleged damage. Unless such statements shall be filed as hereinabove required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of such damage.

B-6-13 Public Utilities and Other Property to be Changed:

In case it is necessary to change or move, the property shall not be moved or interfered with until ordered to do so by the Engineer, unless the plans or specifications show that such work is to be done by the Contractor. The right is reserved to the owner of public utilities to enter upon the limits of the contract for the purpose of making such changes or repairs of their property that may be necessary by performance of the contract. The City reserves the right of entering upon the limits of the contract for the purpose of repairing or relaying sewer, gas and water lines and appurtenances, repairing structures, etc., and making other repairs, changes or extensions to any City property.

B-6-14 Temporary Sewer and Drain Connections:

When existing sewers have to be taken up or removed, the Contractor shall, at his cost and expense, provide and maintain temporary outlets and connections for all private or public drains or sewers. The Contractor shall also take care of all sewage and drainage which will be received from these drains and sewers; and for this purpose, he shall provide and maintain, at his own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor, at his own expense, shall construct such troughs, pipes or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the contract except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and so that the work under construction will adequately be protected.

B-6-15 Arrangement and Charge for Water Furnished by the City:

Where the Contractor desires to use City water in connection with any construction work, he shall make complete and satisfactory arrangements with the City of Corpus Christi, Department of Public Utilities for so doing. However, this in no way obligates the City to provide water.

B-6-16 Use of Fire Hydrants:

No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve or stop cock, or tap and water main belonging to the City unless duly authorized to do so by the City of Corpus Christi, Water Division Superintendent.

B-6-17 Use of a Section or Portion of the Work:

Wherever, in the opinion of the Engineer, any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the Engineer, and such usage shall not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or the contract pending final

completion and acceptance of the work; all necessary repairs and removals of any section of the work so put into use, due to defective materials or workmanship or to operations of the Contractor, shall be performed by the Contractor at his own cost and expense.

**B-6-18 Separate Contracts:**

The City reserves the right to make essential installation of items not included in the contract prior to acceptance of the project from the Contractor. Within this right, the City may let other contracts or may do such work with its own materials and labor forces. The City, in reserving this right, warrants that it will cooperate with the Contractor's forces and goals. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or company or by City employees. The Contractor shall cooperate to the end that the City may realize a complete functioning of the project on the date of Final Acceptance.

**B-6-19 Contractor's Responsibility for the Work:**

Until written acceptance by the Engineer, as provided for in these specifications, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by action of the elements or from any other cause whatsoever, whether arising from the execution or non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at his own cost and expense, all injuries or damages to any portion of the work occasioned by any of the hereinabove causes.

**B-6-20 No Waiver of Legal Right:**

Inspection by the Engineer, any order, measurement, quantity or certificate by the Engineer; any order by the City for payment of money; any payment for or acceptance of any work; or any extension of time; or any possession taken by the City shall not operate as a waiver of any provisions of the contract or any power therein reserved to the City of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the work resulting from such error, dishonesty or collusion, upon the conclusive proof of collusion or dishonesty by the Contractor or his agents and the Engineer or his assistants, discovered in the work after the final payment has been made.

**B-6-21 Indemnification and Hold Harmless:**

The Contractor shall hold the City, its officials, employees, attorneys, and agents harmless and shall indemnify the City, its officials, employees, attorneys, and agents from any and all damages, injury, or liability whatsoever from an act or omission of the Contractor, or any subcontractor, supplier, materialman, or their officials, employees, agents, or consultants, or any work done under the contract or in connection therewith by the Contractor, or any subcontractor, supplier, materialman, or their officials, employees, agents, or consultants, or the operations or activities of the Contractor or any subcontractor, supplier, materialman, or their officials, employees, agents, or consultants.

**B-6-22 Tax Exemption Provision:**

Contracts awarded by the City of Corpus Christi qualify for exemption pursuant to the provision of Article 20.04 (H) of the Texas Limited Sales, Excise and Use Tax Act.

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling #95-0.07. Any such exemption certificate issued by the contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling #95-0.09 as amended to be effective October 2, 1968.

#### B-7 PROSECUTION AND PROGRESS:

##### B-7-1 Subletting the Work:

The Contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than fifty percent (50%) of the value of all work embraced in the contract exclusive of items not commonly found in contracts for similar work or which require highly-specialized knowledge, craftsmanship and/or equipment not ordinarily available in the organizations of Contractors performing work of the character embraced in the contract. No portion of the work covered by these specifications and contract, except contracts for purchase and delivery of materials, shall be sublet without written permission of the City. If the Contractor sublets any part of the work to be done under his contract, he will not, under any circumstances, be relieved of his responsibility and obligations. All transactions of the Engineer will be with the Contractor. Subcontractors will be considered only in the capacity of employees and/or workmen and shall be subject to the same requirements as to character, competency, wages and hours. The City will not recognize any subcontractor on the work. The Contractor shall, at all times when the work is in operation, be represented either in person or by a qualified superintendent or other designated representative.

##### B-7-2 Assignment of Contract:

The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title or interest in or to the same, or any part thereof, without the previous consent of the City Council and concurred in by the sureties. If the Contractor does without such previous consent assign, transfer, convey or otherwise dispose of the contract or of his rights, title or interest therein, or any part thereof to any persons, partnership, company, firm or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract or make default in or abandon said contract, then the contract may, at the option of the City, be revoked or annulled, unless the sureties shall successfully complete said contract; and any monies due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

##### B-7-3 Prosecution of the Work:

Prior to beginning construction operations, the Contractor shall submit to the Engineer a chart or brief of his work schedule outlining the manner and sequence of prosecution of the work that he intends to follow in order to complete the contract within the allotted time. Whenever, during the course of the work, this planned sequence and/or method must be revised, such revision shall be submitted in writing to the Engineer.

The Contractor shall begin the work to be performed under this contract within the time limit stated in the Agreement and shall conduct the work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit. The sequence of all construction operations shall be at all times as directed by or approved by the Engineer. Such direction or approval by the Engineer shall not relieve the Contractor from the full responsibility of the complete performance of the contract. Should the prosecution of the work be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

#### B-7-4 Limitation of Operations:

The work shall be so conducted as to create a minimum amount of inconvenience to the public. At any time when, in the judgment of the Engineer, the Contractor has obstructed or closes or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before operations are started on any additional section.

#### B-7-5 Character of Workmen and Equipment:

Local labor shall be used by the Contractor if available. The Contractor may bring in from outside the City his key employees and superintendent. All other employees, including equipment operators, may be imported only after the local supply is exhausted.

The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed thereon again without the written consent of the Engineer. All workmen shall have sufficient skill and experience to perform properly the work assigned them. The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

#### B-7-6 Working Hours:

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work on any unit of this contract shall be performed before 7 a.m., or after 6 p.m., or on Sunday, or on a regular holiday as listed in the definitions, unless special permission is given in writing by the Engineer. Excepted from the preceding shall be the setting of flashers, maintenance of barricades, wetting of concrete curing mats, and such measures as the Contractor must take to protect life and property, as are of an emergency nature and not merely extensions of the regular working day. Attention is directed to the definition for contract time.

#### B-7-7 Time of Commencement and Completion:

The Contractor shall commence the work within the time specified, and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in accordance with the contract, plans and specifications within the time limit specified in the contract unless an extension of time be made in the manner hereinafter specified.

#### B-7-8 Extension of Time of Completion:

The Contractor shall be entitled to an extension of time as provided herein only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay shall occur, and then only when such claim is approved by the City. In adjusting the contract time for the completion of the project, unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to inability to obtain supplies and materials, acts of God, or the public enemy, acts of the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather conditions (weather which is beyond the normal weather recorded and expected for the season or seasons of the year in the records of the National Oceanic and Atmospheric Administration's Climatic Data Center), or delays of subcontractors

due to such causes; all provided that actual stoppage of work ensues and no fault of the Contractor is involved.

If the satisfactory execution and completion of the contract should require work and materials in a greater amount, or quantities, than those set forth in the contract, then the contract time shall automatically be increased the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

B-7-9 Computation of Contract Time for Completion:

For the purpose of computation, the contract time shall begin with the tenth (10th) calendar day after the date of the written authorization by the City Engineer to begin work, or such earlier date as work, other than the delivery of materials, is actually commenced.

The Engineer shall furnish the Contractor a monthly statement showing the days (calendar or working) charged during the month. If no protest as to the correctness of the statement is filed within seven (7) days by the Contractor, the statement will stand.

Contract time shall be charged as described under the definition thereof.

B-7-10 Failure to Complete on Time:

The time of completion is the essence of the contract. For each day (calendar or working) that any work shall remain uncompleted after the time specified in the time specified in the proposal and contract, or the increased time granted by the City, or as automatically increased by additional work or materials ordered after the contract is signed, a sum per day will be deducted from the monies due the Contractor, not as a penalty but as liquidated damages. This sum of liquidated damages per day will be as shown in the special provisions, proposal or elsewhere in the contract documents.

The sum of money thus deducted for such delay, or noncompletion is not to be considered as a penalty but shall be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages, with such sums of money to be deducted from Contractor's monies at the time or times such damages begin to occur, thence to the completion of construction.

B-7-11 Suspension by Court Order:

The Contractor shall suspend such part or parts of the work ordered by the Court, and will not be entitled to additional compensation by virtue of such Court Order. Neither will he be liable to the City in the event and for the time the work is suspended by Court Order.

B-7-12 Temporary Suspension:

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary due to unsuitable weather conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily or become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed; he shall provide suitable drainage about the work and erect temporary structures where necessary. The Contractor shall not suspend work without written authority from the Engineer and shall proceed with work promptly when notified by the Engineer to resume operations.

B-7-13 Suspension of Work and Annulment of Contract:

The work or any portion of the work under contract shall be suspended immediately on written order of the City Engineer or the City Manager, a copy of such notice to be served on the Contractor's sureties, or the contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

- (a) Failure of the Contractor to start the work within the specified number of calendar days from the date of written notice by the City to begin the work.
- (b) Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified time.
- (c) Failure of the Contractor to provide sufficient and proper equipment for properly executing the work.
- (d) Substantial evidence that the Contractor has abandoned the work.
- (e) Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work.
- (f) Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the Engineer as provided for in these specifications.
- (g) Failure of the Contractor to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the Engineer.
- (h) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of the work under contract.

When the work is suspended for any of the causes itemized above or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City shall designate, whereupon the sureties may, at their option, assume the contract or that portion thereof which the City has ordered the Contractor to discontinue, and may perform the same, or may, with the written consent of the City, sublet the work or that portion of the work so taken over, provided however that the sureties shall exercise their option, if at all, within two (2) weeks after the written notice to discontinue the work has been served upon the Contractor and upon the sureties or their authorized agents. The sureties in such event shall assume the Contractor's place in all respects, and shall be paid by the City for all work performed by them in accordance with the terms of the contract. All monies remaining due the Contractor at the time of his default shall thereupon become due and payable to the sureties as the work progresses, subject to all the terms of the contract. In case the sureties do not, within the hereinabove specified time, exercise their right and option to assume the contract or that portion thereof which the City has ordered the Contractor to discontinue, then the City shall have the power to complete by contract or otherwise as it may deem necessary; and the Contractor hereto agrees that the City shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work and to procure other tools, equipment and materials for the completion of the same, and to charge to the account of the Contractor the expenses of said contract or labor, materials, tools, equipment and expenses incidental thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the Contractor under and by virtue of the contract or any part thereof. The City shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would

have been payable under the contract if the same had been completed by the Contractor, then in such case, the City may pay to the Contractor the difference in cost provided that the Contractor shall not be entitled to any claim for damages or for loss of anticipated profits; in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, then the Contractor and his sureties shall pay the amount of such excess to the City on notice from the City of the excess due. When any particular part of the work is being carried on by the City by contract or otherwise under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the contract, and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the City.

#### B-7-14 Termination of Contract:

The contract will be considered fulfilled, saved as provided in any maintenance stipulations, bond or by law, when all the work has been completed, the final inspection made by the Engineer, and final acceptance and final payment made by the City.

#### B-8 MEASUREMENT AND PAYMENT:

##### B-8-1 Measurement of Quantities:

The determination of quantities of work acceptably completed under the terms of the contract, or as directed by the Engineer in writing, will be made by the Engineer, based on measurements made by the Engineer. These measurements will be taken according to the U.S. Standard Measurements, used in common practice, and will be the actual length, area, solid contents, numbers and weight. It is pointed out that inclusion in the standard construction specifications of paragraphs describing methods of measurement and payment is not intended to imply that separate payments shall be made under each such standard specification. The units for which payment shall be made are those stated in the proposal.

##### B-8-2 Unit Price:

Where in the proposal form a "Unit Price" is set forth, the "Unit Price" shall include the furnishing by the Contractor of all labor, tools, materials, machinery, appliances, plant and equipment appurtenant to and necessary for construction in every detail and the completion in a first class, workmanlike manner of all the work to be done under these specifications. The "Unit Price" shall also include all permanent protection of overhead, surface and underground structures, cleaning up, finish, overhead expense, bond, insurance, patent fees, royalties, risk due to the elements, delay, profit, injuries, damages, claims and all other items not specifically mentioned that may be required to construct fully each item of the work complete in place.

##### B-8-3 Scope of Payment:

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all labor, tools, materials, equipment and incidentals; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for any unforeseen defects or obstructions which may arise or be encountered during the prosecution of the work and before its final acceptance by the Engineer; for all risks of whatever description connected with the prosecution of the work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications. The payment of any current or partial estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgement of the acceptance of the work nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace, at his expense, any defects or imperfections

in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, nor any damage due or attributed to such defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work.

The Engineer shall be the sole judge of such defects, imperfections or damage; and the Contractor shall be liable to the City for failure to correct the same as provided herein.

**B-8-4 Payment for Extra Work:**

Extra work authorized and approved by the City Engineer and performed by the Contractor will be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, material, tools, equipment and incidentals and all superintendents' time and timekeepers' services, all insurance, bond and all other overhead expenses incurred in the prosecution of the extra work. Payment for extra work will be calculated on one of the following basis, subject to all other conditions of the contract:

- (a) By unit prices agreed on in writing by both parties, payment to be for the quantity actually installed as finally measured.
- (b) By a lump sum price agreed on in writing by both parties.
- (c) By actual field cost of the work plus fifteen percent (15%) as described hereinbelow, agreed on in writing by both parties. In the event extra work is to be performed and paid for under this method, the actual field cost of the work will include the cost of all workmen, foremen, timekeepers, mechanics and laborers, and materials, supplies, trucks, rental or machinery equipment, only for the time actually employed or used on such extra work, plus all power, fuel, lubricants, water and similar operating expenses, and a rateable proportion of premiums on Performance and Payment Bonds, public liability and Workmen's Compensation and all other insurance required by law or ordinance. The Engineer will direct the form in which the accounts or actual field cost will be kept and will specify in writing the methods of doing the work, and the type and kind of machinery and equipment to be used, and shall have authority to suspend such extra work if in his judgement it is being conducted in a manner wasteful of materials, equipment, or labor, or is not being prosecuted in an efficient manner. The fifteen percent (15%) of the actual field cost to be paid the Contractor shall cover and compensate him for profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein specified. The Contractor shall give the Engineer access to all accounts, bills, invoices and vouchers relating thereto.

In the event agreement cannot be reached on method or prices of payment for extra work, the City reserves the right to enter on the job with its own forces or to hire other contractors to perform such extra work.

**B-8-5 Policy on Extra Work and Change Orders:**

The City Council of the City of Corpus Christi has adopted the following Construction Change Order Policy which will be applicable to all City construction projects, and the Contractor is hereby advised to be so guided in the proceeding with any item of work which he considers to be extra work:

- (a) All change orders require written quotations and must be approved in writing by the Contractor and the City Engineer or his representative prior to the work being done.

(b) All change orders in involving an expenditure of \$10,000.00 or more must be approved by the City Council.

(c) The City Manager, or duly authorized Assistant City Manager, has authority to approve change orders between \$5,000.00 and \$10,000.00. The City Manager may authorize change orders in excess of this amount only in emergency situations where undue delays could cause damages, either physical or monetary, to the City, Contractor, or general public. However, final approval must be granted by the City Council.

(d) The City Engineer has authority to issue change orders up to \$5,000.00.

(e) The total amount of all change orders to a contract shall not exceed 25% of the original contract price.

Contractors are advised that the City is under no obligation to appropriate change order(s) which have not been prepared and executed as stated herein. The addition of items of work covered by unit prices may be performed without written change orders unless the quantity and cost of such work, in the Engineer's opinion, require such written change orders, in which event the Contractor will be so notified.

#### B-8-6 Partial Estimates:

After the twenty-fifth (25th) day of the month and at the Contractor's request, the Engineer will make an approximate estimate of the value of the work done during the month under the specifications, which approximate estimate may include the full net invoice value of acceptable non-perishable materials delivered to the work (i.e. materials on hand). The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of partial estimates. It is understood that the partial estimates from month to month will be approximate only and all partial estimates and payments will be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the City of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the Contractor of any of his responsibility under the contract.

In determining the partial payment to be made to the Contractor, the City will retain five percent (5%) of the total approximate estimate, unless otherwise stated, and will deduct payments previously made. No partial payment will be made when the said estimate or the estimates of work done since the last previous estimate is less than One Hundred Dollars (\$100.00) in amount. All retainage is due and payable to the Contractor upon successful completion of the project and will be included in the final payment. Payment shall be withheld as elsewhere herein specified.

The City reserves the right to increase the retainage. In contracts in which the total amount bid is Four Hundred Thousand Dollars (\$400,000) or more and providing for retainage of greater than five percent (5%) of the total estimate, the amount retained shall be deposited in an interest bearing account and the interest earned shall be paid to the contractor upon completion of the contract with the final payment, unless withheld as otherwise specified.

#### B-8-7 Withholding Payment:

Payment of estimates may be withheld if the work is not being executed in accordance with the specifications and contract and/or to cover known claims as elsewhere specified.

#### B-8-8 Final Cleanup:

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, and debris of every kind. He shall

leave the site of the work in a neat, orderly condition, equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer. Such final cleanup shall in general be considered as subsidiary to the established pay items as a whole.

**B-8-9 Final Acceptance:**

Whenever the improvement provided for by contract shall have been completely performed on the part of the Contractor, the Contractor shall notify the Engineer that the improvement is ready for final inspection. The Engineer will then make such final inspection; and if the work is satisfactory and in accordance with the specifications and contract, he will certify such completion for Final Acceptance.

**B-8-10 Final Payment:**

Whenever the improvement provided for by contract shall have been completely performed on the part of the Contractor as evidenced by the Engineer in the Certificate of Final Inspection and Acceptance, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid the Contractor within thirty (30) days after Final Acceptance provided the Contractor has furnished to the City satisfactory evidence in the form of an affidavit(s) that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for and used in the prosecution of the work have been paid; or that the person or persons to whom the sum may respectively be due have consented to such final payment. The improvement will not be recommended for Final Acceptance until this payment affidavit has been submitted. The acceptance by the Contractor of the last payment as aforesaid shall operate as and shall be a release to the City from all claims or liabilities under the contract for anything done or furnished or relating to the work under the contract or for any act of neglect of said City relating to or connected with the contract.

**B-8-11 Maintenance Guaranty:**

The Contractor shall maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) year from the date of acceptance, or for such lesser or greater period as may be specially provided, shall do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and shall do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor, in laying or building the same, or on account of any defect arising in any of said parts of said work laid or constructed by said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of negligence of the Contractor, or by reason of defective materials, work or labor performed by the said Contractor, and in case the said Contractor shall fail to do so, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation. This provision shall further, and in addition, be evidence by the provisions of the Performance Bond or such other bond as may be required.

**PART C**  
**FEDERAL WAGE RATES AND REQUIREMENTS**

THE UNIVERSITY OF CHICAGO  
LIBRARY

General Decision Number: TX120037 01/06/2012 TX37

Superseded General Decision Number: TX20100047

State: Texas

Construction Type: Highway

Counties: Bee, Blanco, Burnet, Colorado, De Witt, Fayette, Frio, Gillespie, Gonzales, Jackson, Jim Wells, Karnes, Kerr, Kleberg, Lavaca, Lee, Live Oak, Llano, Mason, Matagorda, Refugio and Wharton Counties in Texas.

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

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 01/06/2012       |

\* SUTX2011-008 08/03/2011

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| CONCRETE FINISHER (Paving and Structures)..... | \$ 13.04 |         |
| FORM BUILDER/FORM SETTER                       |          |         |
| Paving & Curb.....                             | \$ 12.54 |         |
| Structures.....                                | \$ 12.98 |         |
| LABORER                                        |          |         |
| Asphalt Raker.....                             | \$ 12.05 |         |
| Concrete Saw.....                              | \$ 17.33 |         |
| Flagger.....                                   | \$ 9.71  |         |
| Laborer, Common.....                           | \$ 10.45 |         |
| Laborer, Utility.....                          | \$ 11.80 |         |
| Pipelayer.....                                 | \$ 12.66 |         |
| Work Zone Barricade Servicer.....              | \$ 12.20 |         |
| POWER EQUIPMENT OPERATOR:                      |          |         |
| Asphalt Distributor.....                       | \$ 15.62 |         |
| Asphalt Paving Machine.....                    | \$ 14.68 |         |
| Asphalt Roller.....                            | \$ 12.36 |         |
| Broom or Sweeper Operator...                   | \$ 11.41 |         |
| Crane, Hydraulic 80 ton or less.....           | \$ 18.04 |         |
| Crawler Tractor.....                           | \$ 13.15 |         |
| Excavator over 50,000 lbs...                   | \$ 18.80 |         |
| Foundation Drill Operator, Truck Mounted.....  | \$ 20.20 |         |
| Front End Loader 3 cu yd or less.....          | \$ 12.64 |         |

Front End Loader over 3 cu  
 yd.....\$ 13.75  
 Loader/Backhoe.....\$ 13.58  
 Mechanic.....\$ 18.94  
 Milling Machine.....\$ 14.35  
 Motor Grader, Fine Grade....\$ 18.35  
 Motor Grader, Rough.....\$ 16.44  
 Pavement Marking Machine....\$ 14.60  
 Roller, Asphalt.....\$ 12.36  
 Roller, other.....\$ 10.59  
 Scraper.....\$ 11.88  
 Spreader Box.....\$ 13.84

Servicer.....\$ 14.31

Steel Worker (Reinforcing).....\$ 12.74

#### TRUCK DRIVER

Lowboy-Float.....\$ 16.39  
 Single Axle.....\$ 13.40  
 Single or Tandem Axle Dump  
 Truck.....\$ 11.45  
 Tandem Axle Tractor with  
 semi trailer.....\$ 16.22

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

=====

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

-----

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

#### Union Identifiers

An identifier enclosed in dotted lines beginning with  
 characters other than "SU" denotes that the union  
 classification and rate have found to be prevailing for that  
 classification. Example: PLUM0198-005 07/01/2011. The  
 first four letters , PLUM, indicate the international union and  
 the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

#### 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.

=====  
END OF GENERAL DECISION