



ADDENDUM NUMBER TWO (2)

DATE: April 2, 2013

RE: BID NO. 2013-65

OWNER: CITY OF EDINBURG

TO: ALL PROPOSERS, HOLDERS OF SPECIFICATIONS, AND ALL INTERESTED PARTIES TO THE CITY OF EDINBURG

BID OPEN: 3:00 P.M. (Central Time), Monday, April 8, 2013 *(Revised by Addendum #1)*

The following clarifications, corrections and directives shall become part of the Proposal, Contract Documents and Specifications for **BID No. 2013-65 – Bar 5 Subdivision Phase III – Street Improvements**.

BID PROPOSAL FORM

1. Replace Bid Proposal Form, Pages C1-C3 with Revised Bid Proposal Form, Pages C1-C3 (SEE ATTACHMENTS).

AGREEMENT

1. Replace AGREEMENT, Pages F1-F4 with Revised Bid Proposal Form, Pages F1-F12 (SEE ATTACHMENTS).

SPECIAL PROVISIONS

1. Addition to the Special Provisions, Page E-3 will the following new bullet No. 25 stating:

The CONTRACTOR choosing to bid or provide proposals on Federal government projects must be registered in the System for Award Management. To register, please go to the following internet website: <http://www.sam.gov> . To register in SAM, a CONTRACTOR must have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities.

(If you do not have a DUNS number, go to www.grants.gov/applicants/org_step1.jsp or <http://fedgov.dnb.com/webform> to obtain one.)



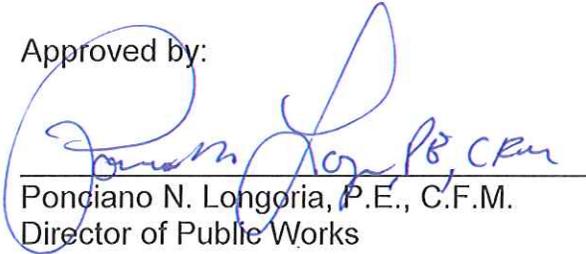
415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111



Please make the necessary corrections to the Plans and Proposal, as appropriate.

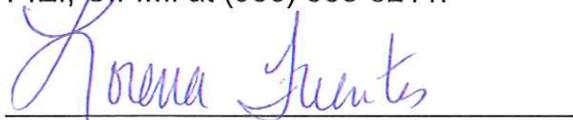
PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID PROPOSAL FORM.

Approved by:



Ponciano N. Longoria, P.E., C.F.M.
Director of Public Works

Please direct your questions regarding the preparation of the bid to Mr. Ponciano Longoria, P.E., C.F.M. at (956) 388-8211.



Lorena Fuentes, Purchasing Agent

BID PROPOSAL FORM

BID NO. 2013-65

**BAR 5 SUBDIVISION, PHASE III - STREETS IMPROVEMENT PROJECT
FOR
YVONNE STREET AND YVETTE STREET
EDINBURG, TEXAS
2013**

**MR. PONCIANO N. LONGORIA, P.E., C.F.M.
DIRECTOR OF PUBLIC WORKS
CITY OF EDINBURG
415 W. University Dr.
EDINBURG, TEXAS 78541**

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (15) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any or all bid

ADENDUM # 1 : Revised Bid Proposal Form, 18" Curb and Gutter instead of 24" on *Item # 8.
and on **Item # 12, instead of 6" reinforced concrete pavement changed to 4".

BID PROPOSAL FORM Continued :

BID PROPOSAL FORM MUST BE SUBMITTED IN DUPLICATE FORM

BIDDERS BOND in the amount of _____, (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDER.

The above Bank Certificate Check or Bidder's Bond is to become the property of the City of Edinburg, Texas, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

BASE BID : STREET IMPROVEMENTS PROJECT (Yvonne / Yvette Streets)

ENGINEER ESTIMATE OF QUANTITIES - APPROXIMATE ONLY

Item No.	Estimated Quantity	Unit	Item Description	Unit Cost	Total Amount
1	1	LS	BARRICADES, SIGNS, & TRAFFIC CONTROL PLAN (TX-Dot Item 502), all complete in place, for the lump sum price of	\$ _____	\$ _____
2	1	LS	EROSION CONTROL DEVISE (TX-Dot ITEM 506), as per Plans & Specifications, all complete in place including maintenance and removal after the Project for the lump sum of	\$ _____	\$ _____
3	1	LS	CONSTRUCTION STAKING, of all areas, and complete in place for lump sum of	\$ _____	\$ _____
4	6,504	SY	6" COMPACTED LIME TREATED SUBGRADE, with lime by weight (24 ilbs/sy), compacted as per plans and specifications, conforming to TX-Dot 2004 Standard Specification Item 260, complete and in place per square yard for	\$ _____	\$ _____
5	6167	SY	8" COMPACTED LIME TREATED FLEXIBLE BASE, Type "E" Grade 4, compacted as per plans and specifications, conforming to TX-Dot 2004 Standard Specification Item 247, complete and in place per square yard for	\$ _____	\$ _____
6	1,207	GAL	PRIME COAT (MC-30)(TX-Dot ITEM 310), shall be applied as per Standards Specifications for the recycling process in mixing with scarified or recycled material, for the square yards shown, all complete in a part of in gallons for	\$ _____	\$ _____
7	666	TON	2" COMPACTED HOT-MIX ASPHALTIC CONCRETE, Type "D" surface course conforming to TX-Dot 2004 Standard Specification Item 247, complete and in place per square yard for	\$ _____	\$ _____
*8	3,448	LF	18" CONCRETE CURB & GUTTER, Type "A" barrier, as per plans and specification, all complete and in place per linear foot for	\$ _____	\$ _____
9	50	LF	REINFORCED CONCRETE (6-FT) VALLEY GUTTER, 6" slab thickness, reinforced, curb and gutter, Type "A" Barrier, as per plans and specifications, and all completed in place per linear foot of	\$ _____	\$ _____
10	4	EA	MANHOLE (STORM) ADJUSTMENT, adjust lid and curb & gutter surrounding lid, as per plans and specifications, and all completed in place per each for	\$ _____	\$ _____
11	6	EA	CONVERT STORM INLET TOP (TYPE-CC TO TYPE-F), removing grate top, convert to Type F curb inlet top to include cast iron ring and cover marked "Storm Sewer" with City of Edinburg logo, as per plans and specifications, and all completed in place per each for	\$ _____	\$ _____

BID PROPOSAL FORM Continued :

BID PROPOSAL FORM MUST BE SUBMITTED IN DUPLICATE FORM

Item No.	Estimated Quantity	Unit	Item Description	Unit Cost	Total Amount
**12	666	SY	REINFORCED CONCRETE DRIVEWAYS AND TURNOUTS, with 4" reinforced concrete pavement, removal of existing material, re-grading and compaction, conforming to TX-Dot 2004 Standard Specification Item 247, as per plans and specifications, and all completed in place per each for	\$ _____	\$ _____
13	0.80	AC	CELL FIBER HYDRO-MULCH, as per plans and specifications, and all completed in place per each for	\$ _____	\$ _____
BASE BID TOTAL : STREET IMPROVEMENT (ITEMS 1-13)				\$ _____	

BID PROPOSAL FORM Continued :

BID PROPOSAL FORM MUST BE SUBMITTED IN DUPLICATE FORM

The number of Calendar Days to complete contract 90 .

The undersigned agrees, unless hereinafter stated otherwise to furnish all material as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this Contract within 10 days after the "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within 90 Calendar Days.

ADDENDUM NO.	DATE	BY
ADDENDUM No. 1		
ADDENDUM No. 2		
ADDENDUM No. 3		
ADDENDUM No. 4		

Respectfully Submitted :

Date : _____

By : _____
(Signature)

(Type or Print Name)

(Title)

(Company)

(Address)

(City, State, Zip)

(Phone Number)

(Fax Number)

(Seal - If Bidder is a Corporation)

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
SERVICE CONTRACT §

AGREEMENT FOR THE BAR
SUBDIVISION NO. 5 PHASE 3 STREET
IMPROVEMENTS BETWEEN THE CITY
OF EDINBURG AND _____

The City of Edinburg (hereinafter called "City"), and _____, (herein called "Contractor"), entered into an agreement for the Bar Subdivision No. 5 Phase 3 Street improvements.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide services needed by the City;

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to provide the following basic services as stated in the following sections and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

SECTION II
BASIC SERVICES OF CONTRACTOR

The Contractor agrees to perform the work in connection therewith, under the terms of the installation of Pavements Installation and Curb & Gutter; at his/her (its or their) own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated.

SECTION III
TIME OF PERFORMANCE

The Contractor shall be completed upon request of the City and during the period of ninety days (90) calendar days end on from the notice to proceed. Contractor shall not be liable for any delay due to circumstance beyond its control.

SECTION IV
STANDARD OF PERFORMANCE

Contractor warrants to City that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

SECTION V
TERMS OF PAYMENT

City agrees to pay Contractor for services herein contracted for as follows:

- A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents in Unit Price amounts set forth in the Bid Proposal forms(s) the total compensation to the Contractor not to exceed the amount of \$_____.
- B. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the general Conditions. Application for Payment will be processed by the consulting Engineers and the Department of Public Works as provided in the General Conditions.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes.
- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the WORK is not completed within the time specified in Section III herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Accordingly, instead of requiring any such proof, the City and the Contractor agree that not as a penalty, but as added expense for Engineering/Architectural supervision the Contractor shall pay the City for each day that expires after the time specified in Section III herein the amount corresponding below:

<u>FOR AMOUNT OF CONTRACT</u>	<u>COST PER DAY</u>
\$ 5,000.00 to \$ 25,000.00	\$100.00
\$ 25,001.00 to \$ 100,000.00	\$200.00
\$ 100,001.00 to \$ 500,000.00	\$250.00
\$ 500,001.00 to \$1,000,000.00	\$300.00
\$1,000,001.00 to \$2,000,000.00	\$400.00
\$2,000,001.00 to \$3,000,000.00	\$500.00
\$3,000,001.00 to \$4,000,000.00	\$600.00
\$4,000,001.00 to \$5,000,000.00	\$700.00
\$5,000,001.00 and over	\$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the opinion of City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc. Contractor agrees to notify the City, in writing, immediately, relating to such issue and proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud or bad faith on part of the City or his agents.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract. The Contractor has the right to make any additional tests necessary to assure himself that the site conditions are satisfactory for the work contemplated.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice to Bidders
- Addenda
- Instructions to Bidders
- Bid Proposal Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Special Provisions
- Agreement for Engineering/Architectural Construction
- Performance Bond
- Payment Bond
- General Conditions of Contract for Engineer/Architectural Construction
- Supplemental General Conditions
- Affidavit and Waiver of Lien Prime Contractor
- Release and Waiver by Subcontractor and Product Vendor
- Contractor's Affidavit as to Status of Lien
- Technical Specifications, as listed in the Table of Contents.
- Drawings
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Section VI. The Contract Documents may only be amended by Change Order as provided in the General Conditions.

SECTION XIII **NOTICE GOVERNING LAW**

The Contractor agrees to abide by the following laws and regulations and to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant laws:

1. Compliance with HUD 4010, Federal Labors Standards Provisions, [includes The Copeland Anti-Kickback Act, the Davis-Bacon and Related Act, and Contract Work Hours and Safety Standards Act.
2. Title VI of the Civil Rights Act of 1964, Executive Order 11246 (Equal Employment Opportunity). The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, sex, religion, or national origin;
3. Secretary of Labor's Regulations (Parts 3 and 5, Subtitle A, Title 29, CFR);
4. Title I of the Housing and Community Development Act of 1974, as amended;

5. Section 504 of the Rehabilitation Act of 1973, as amended;
6. Section 3 of The Housing and Urban Development Act of 1968;
7. Clean Water, Clean Air, Executive Order (E.O.) 11738 and Regulations Provision;
8. Debarment, Suspension, and Ineligibility. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under of 24 CFR 24 (government debarment and suspension regulations).
9. Prevailing Wage Rate Determination TX 13008, 01/04/2013.

Required Certifications:

1. Bidder's certification regarding Equal Employment Opportunity
2. Section 3/ Prohibition of Segregated Facilities Certification
3. Section 3 Plan
4. Non-Collusion Affidavit of Prime Bidder
5. Certification of Compliance with Clean Air and Water Acts
6. Non-Lobbying Activities
7. Certification Regarding Debarment and Suspension

The CONTRACTOR choosing to bid or provide proposals on Federal government projects must be registered in the System for Award Management. To register, please go to the following internet website: <http://www.sam.gov> . To register in SAM, a CONTRACTOR must have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities. *(If you do not have a DUNS number, go to www.grants.gov/applicants/org_step1.jsp or <http://fedgov.dnb.com/webform> to obtain one.)*

SECTION XIV
ASSIGNMENT

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

SECTION XV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

- A. Workers Compensation-
In accordance with the State statute

- B. Employer's Liability
Bodily Injury by Accident: \$100,000 each accident
Bodily Injury by Disease: \$100,000 each employee
\$500,000 policy limits

- C. Comprehensive General Liability
Bodily Injury \$250,000 each person
 \$500,000 each occurrence
Property Damage \$100,000 each occurrence
 \$100,000 aggregate

 -or- \$500,000 combined single limits

- D. Comprehensive Auto Liability
Bodily Injury \$250,000 each person
 \$500,000 each occurrence
Property Damage \$100,000 each occurrence
 \$100,000 each aggregate

 -or- \$500,000 combined single limits

- E. City's Protective Liability
Bodily Injury \$250,000 each person

Property Damage \$500,000 each occurrence
\$100,000 each occurrence
\$100,000 each aggregate

-or- \$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Contractor warrants that it is adequately insured and carries liability, workers compensation, and automobile insurance for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

SECTION XVII **TERMINATION OF CONTRACT**

Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice.

SECTION XVIII **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIX **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties

expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XX
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set for the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XXI
HOLD HARMLESS CLAUSE

Contractor hereby agrees to indemnify and hold harmless and defend Lessor, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Contract.

SECTION XXII
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2013.

CITY OF EDINBURG:

BY: _____
Ramiro Garza Jr., City Manager
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS & ASSOCIATES, P.C.

BY: _____
City Attorney

BY: _____

Office: (____) _____

Fax: (____) _____

Email: _____

ATTACHMENTS: Exhibit A: Scope of Work
Exhibit B: Certificates of Insurance

Exhibit A: Scope of Work

Please Refer to Section C Bid Proposal Form

Exhibit B: Certificates of Insurance

SPECIAL PROVISIONS

IN ALL CASES WHERE THESE SPECIAL PROVISIONS CONFLICT WITH THE TECHNICAL SPECIFICATION SECTIONS, GENERAL CONDITIONS OR SUPPLEMENTARY GENERAL CONDITIONS, THESE SPECIAL PROVISIONS SHALL GOVERN.

1. The CONTRACTOR shall do all necessary excavation, trenching, demolition, grading, backfill, etc., to complete the project. All excavation is unclassified. All material removed such as concrete, broken pipe, excess backfill, etc., shall become the property of the CONTRACTOR and he shall be responsible for removing it from the site at not extra expense to the OWNER. Any existing material deemed salvageable by the ENGINEER or the OWNER shall be carefully removed and hauled to a designated location as directed by the OWNER or ENGINEER within the City at no extra expense to the OWNER.
2. The CONTRACTOR shall be limited only to existing ROW for operations and/or easements provided by the City of Edinburg. The CONTRACTOR at no extra cost to the OWNER will correct any damages done to property outside these designated work areas to its original or better conditions. It is important that the CONTRACTOR be aware of the work limits so that no damage can result to those areas outside these limits.
3. All trees, plants, grass and shrubs, except those which will be affected by construction shall be protected at all times. The areas in and adjacent to the construction site shall be restored to their original conditions after necessary fine grading is completed. The CONTRACTOR shall provide new grass of the same type removed to restore damaged areas. Only quality sandy loam topsoil shall be used for filling the top four inches of those areas damaged or filled.
4. Existing lawns are to remain intact as far as practical. The CONTRACTOR shall duly restore such areas disturbed to as good as or better than original condition using the same type of grass, shrubs, or cover as the original. The CONTRACTOR shall be responsible for correcting any erosion that occurs at his cost without claim for extra compensation.
5. Damages done to existing utilities, power poles, fences, signs, mailboxes, driveways, culverts, pavement, drainage systems, etc. shall be repaired by the CONTRACTOR at no cost to the OWNER, and such costs shall be subsidiary to the various unit items in the Proposal.
6. The City of Edinburg shall provide all testing. Testing shall be paid by the OWNER on all necessary testing selected by ENGINEER, but re-testing shall be charged to the CONTRACTOR from his monthly estimates, and no additional compensation will be made or allowed for reworking the necessary defective work not meeting the specified work of the plans and specifications. Any re-testing required by no-passing results shall be paid for by the CONTRACTOR and shall be deducted from the contract amount. The OWNER, at its sole discretion, may require the CONTRACTOR to perform any necessary uncovering of any improvements to verify compliance with specifications by either visual observation or materials testing at no extra expense to the OWNER.
7. The CONTRACTOR shall furnish the Site Inspector and Observer, OWNER, and ENGINEER the names, address and telephone numbers of all personnel responsible for the work in case of Emergencies.
8. The successful CONTRACTOR shall attend a Pre-Construction Conference with the OWNER, ENGINEER, and other ENGINEERING DEPARTMENT and Utility Department at the date and time specified.
9. The CONTRACTOR shall submit to the ENGINEER a proposed sequence of work outline with approximate completion dates to be reviewed at the pre-construction conference. During the course of construction, the ENGINEER may request updates to the schedule indicating the start of the several part of the work and the estimated dates of completion of the several parts. Unless otherwise noted on the plans, the ENGINEER may require modification of

construction schedule to meet any CITY recognized or CITY sponsored events which may be affected by the CONTRACTOR'S activities without claim for extra compensation.

10. It is important that traffic be interrupted at a minimum during construction. A Traffic Control Plan (TCP), prepared by a Registered Professional Engineer, must be submitted by the CONTRACTOR and written approval must be issued by the ENGINEER and OWNER prior to any road closures. The OWNER may, at its sole discretion, require continuous operation of construction activities to minimize traffic interruption. The preparation and submittal of the TCP, its approval process, or continuous operation requirement shall not constitute a claim for additional compensation or time extension of the Project.
11. The CONTRACTOR is solely responsible for notifying the Engineering Department, Police Department, Fire Department, School District, Emergency Services, and other interested entities at least 48 hours in advance of any OWNER approved road closures or detours.
12. All traffic control devices shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition.
13. All work must be performed during regular business hours of 8 a.m. to 5 p.m., Monday thru Friday, except City recognized holidays. It is the CONTRACTOR'S sole responsibility to complete all work within the time specified in the Contract during the designated hours of operation. The CONTRACTOR may request work outside these hours, but will require the presence of the City's Field Inspector, the cost of which will be borne by the CONTRACTOR. No cost for the City's Field Representative will be charged should the work be requested by the CITY OF EDINBURG.
14. The CONTRACTOR shall be responsible for construction staking for the entire project and shall be done in accordance with the Specifications. The OWNER shall provide horizontal and vertical control. Staking shall be performed by a Registered Professional Land Surveyor or Professional Engineer qualified to do such construction staking at no additional cost to the OWNER. CUT SHEETS shall be submitted to the ENGINEER and OWNER for review and approval.
15. The Plans show approximate locations of existing utilities including gas lines, telephone lines, power lines, water lines, sewer lines, storm sewers and irrigation lines within the vicinity. The CONTRACTOR is responsible for locating all existing utilities and shall exercise extreme care in working in the vicinity of these lines. The CONTRACTOR shall notify the Utility Companies while working in the vicinity of the corresponding private or public utilities.
16. All existing lines, whether belonging to the City of Edinburg or Private shall remain in operation at all times. Switchover time, re-connecting new service from existing lines or services (if any) shall be kept to a minimum. Unless otherwise shown as a Bid Item, reconnections to existing water and sanitary sewer services shall be subsidiary to all items of the Bid Proposal at no additional cost to the OWNER.
17. The OWNER reserves the right to add or delete quantities of bid items in the Proposal at the Unit Prices given, provided however that such additions or reductions are within the aggregate limits specified in the General Conditions of the Agreement. No additional compensation will be made to the CONTRACTOR for increases in quantities resulting from deviations from the dimensions of the plans unless such deviation is approved in writing and in accordance with the Change Order provisions of the Contract Documents.
18. .The CONTRACTOR is expected to conduct his work in such a manner as to minimize any soil erosion or sediment runoff from the construction site. CONTRACTOR shall provide ENGINEER and OWNER an Erosion Control Plan (ECP) as part of a permit application to be completed and approved by the ENGINEERING DEPARTMENT prior to commencement of work. Earth cuts and fills shall have smooth, flat side slopes, as generally indicated on the Plans, to preclude erosion of the soil. Such operations should be times consistent with the actual need for doing the work and only to leave raw, unprotected surfaces for a minimum of time. The preparation and submittal of the ECP or its approval process shall not constitute a claim for additional compensation or time extension of the Project.

19. Until acceptance by the ENGINEER of any part of all of the material, as provided for in these specifications, it shall be under the charge and care of the CONTRACTOR, and he shall take every necessary precaution against injury or damage to any part of the material by action of the elements of the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the material occasioned by any of the above causes before its completion and acceptance.
20. In cases where the CONTRACTOR deems extra compensation is due him for materials not clearly covered in the contract, or not ordered by the ENGINEER as an extra item, the CONTRACTOR shall notify the ENGINEER in writing of his intention to make claim for such extra compensation before he begins the work. The CONTRACTOR shall not proceed until the OWNER, ENGINEER, and CONTRACTOR approves a written CHANGE ORDER. Failure on the part of the CONTRACTOR to give such notification or to afford the ENGINEER proper facilities for keeping strict account of actual cost shall constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONTRACTOR and the keeping of costs by the ENGINEER shall not in any way be construed to prove the validity of the claim.
21. Upon the failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized, or condemned materials immediately after receiving written notice from the ENGINEER, the OWNER may recover for such defective materials on the CONTRACTOR'S bond, or by action in a court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such work and charge the cost of the same to the CONTRACTOR, which cost will be deducted from any money due him.
22. The CONTRACTOR shall warrant all work for a period of not less than one (1) year from the date of final acceptance of the work by the City of Edinburg. CONTRACTOR is responsible for scheduling a final inspection in the presence of the OWNER, ENGINEER, and CONTRACTOR, whereupon all items must be in accordance with plans and specifications prior to final acceptance.
23. The CONTRACTOR is solely responsible for familiarizing himself and following the 2007 Standards Manual for those items not specifically or clearly shown on the project plans or project specifications and performing the work in such a manner. The Manual can be purchased at the ENGINEERING Department or downloaded from the City's website at www.cityofedinburg.com. No additional compensation will be made for items covered in the City's Standards.
24. All asphalt pavement repairs shall be completed as per the construction plans and specifications. The CONTRACTOR shall not leave any area requiring repairs in excess of 1,300 square yards or in excess of 30 days, whichever is less. The OWNER or ENGINEER may require immediate asphalt pavement repair should traffic conditions warrant. Failure by the CONTRACTOR to make the necessary repairs within the time specified by the OWNER may result in corrective action by the OWNER including the employ of materials, labor and equipment to satisfactorily perform such work and charge the cost of the same to the CONTRACTOR, which cost will be deducted from any money due him.
25. The CONTRACTOR choosing to bid or provide proposals on Federal government projects must be registered in the System for Award Management. To register, please go to the following internet website: <http://www.sam.gov> . To register in SAM, a CONTRACTOR must have a Data Universal Numbering System (DUNS) number. The DUNS number is assigned by Dun & Bradstreet, Inc. (D&B) to identify unique business entities.
(If you do not have a DUNS number, go to www.grants.gov/applicants/org_step1.jsp or <http://fedgov.dnb.com/webform> to obtain one.)