



4601 Padre Blvd
South Padre Island, Texas 78597
www.MySPI.org

Invitation to Bid Construction Services

LS-26-01 PADRE BOULEVARD MEDIAN IMPROVEMENTS

Bids must be received before:
February 9th, 2026
3:00 p.m. Central Time
City of South Padre Island
ATTN: City Secretary
4601 Padre Blvd.
South Padre Island, TX 78597

TABLE OF CONTENTS

INSTRUCTIONS to BIDDERS	3
BID TERMS and CONDITIONS	5
CONTRACTOR'S PROPOSAL.....	14
CONTRACTOR'S EXPERIENCE and QUALIFICATIONS	17
CERTIFICATION and ACKNOWLEDGMENT	19
BID BOND.....	20
GENERAL and SPECIAL CONDITIONS of AGREEMENT	21
STANDARD FORM of AGREEMENT for CONSTRUCTION	23
EXHIBIT E SCOPE/TECHNICAL SPECIFICATIONS AND PLANS.....	74

INSTRUCTIONS TO BIDDERS

Bids are solicited for **LS-26-01 Padre Boulevard Median Improvements** with the following definitions, terms, and conditions of bidding. This bid contains the City's standard contract terms, conditions, and insurance requirements, attached as Exhibit A.

A. NOTICE

Sealed bids are due at **3:00 p.m. on 2/9/2026**, after which time all qualified bids will be opened and publicly read aloud at 4601 Padre Blvd, South Padre Island, Texas 78597. Bids received after the specified deadline will be returned unopened.

Sealed bids shall be clearly marked with the bid number and title and addressed to the City of South Padre Island – City Secretary. Bids shall be delivered using one of the following:

Hand-deliver to: 4601 Padre Blvd South Padre Island, TX 78597	Mail to: 4601 Padre Blvd. South Padre Island, TX 78597	Ship to (FedEx, UPS, DHL): 4601 Padre Blvd. South Padre Island, TX 78597
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B. LOCATION AND DESCRIPTION OF PROJECT

This project is located on Padre Boulevard within the street right-of-way from the 900 block north to Orca Circle. The project includes landscape and irrigation renovations, as well as upgrades to the median islands.

C. MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Meeting will be held at City Hall, City of South Padre Island, Texas, 4601 Padre Blvd, South Padre Island, TX 78597, **at 4:00 p.m. Central Time on 2/2/2026**. This meeting is mandatory to fully understand the scope and specifications of the project.

D. COPIES OF BIDDING DOCUMENTS

A complete set of Bidding and Contract Documents will be made available for no charge via email or on a flash drive (or other electronic means) at:

City of South Padre Island - City Secretary's Office
4601 Padre Blvd.
South Padre Island, TX 78597

Vendors may receive notice of bids from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of South Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

E. BID SECURITY

A Certified Cashier's Check or an acceptable Bid Bond in an amount of not less than five (5) percent of the total amount bid, shall accompany each bid proposal.

F. BONDS

The successful bidder will be required to furnish a Payment Bond and Performance Bond in the amount of the contract. Bidders may not withdraw their Bid Proposal within 60 calendar days of the bid opening date.

G. QUESTIONS and INQUIRIES

The deadline for written questions is **2/4/2026 at @ 12:00 p.m.** Questions and inquiries about this Solicitation shall be submitted in writing (email) to the following individual:

SSP Design, LLC
Scott Pajeski, ASLA, Director
spajeski@sspdesign.com

H. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Vendors	January 24, 2026
Advertisement Dates	January 24 & 31, 2026
Mandatory Pre-Bid Conference	February 2, 2026 (4:00 pm)
Deadline for Questions and Inquiries	February 4, 2026 (12:00 pm)
ITB Due Date	February 9, 2026 (3:00 pm)
Earliest Award by City	March 4, 2026

BID TERMS and CONDITIONS

A. DEFINITION OF TERMS

In order to simplify the language throughout this bid, the following definitions and those defined in the Contract Documents shall apply:

BIDDER - A contractor who submits a Bid directly to the City.

BIDDING DOCUMENTS - the Advertisement, Instructions to Bidders, Bid Terms and Conditions, the Proposal, Special Provisions, Technical Specifications and the proposed Contract Documents (including all Addenda issued prior to the receipt of Bids).

CITY OF SOUTH PADRE ISLAND – Same as City.

CITY COUNCIL – The elected officials of the City of South Padre Island, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of South Padre Island, Texas.

OWNER – City of South Padre Island.

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUCCESSFUL BIDDER - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

SUPPLIER – Same as Contractor.

B. MANDATORY PREBID CONFERENCE

A Mandatory Pre-Bid Meeting will be held at City Hall, 4601 Padre Blvd, South Padre Island, Texas 78597 at 4:00 p.m. central time on 2/2/26. This meeting is mandatory.

Representatives of the Owner will be present to discuss the project. Bidders are highly encouraged to attend and participate in the conference. Owner's Representative will transmit to all prospective bidders of record such Addenda as he considers necessary in response to questions arising at the conference.

C. GENERAL BID PROVISIONS

1. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.
2. The term "Owner" as used throughout these documents will mean The City of South Padre Island, Texas.
3. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the proposal. Do not use a whiteout or other cover products on mistakes.
4. Formal advertised bids indicate date and time by which the bids must be received at the designated location. Bids received after that time will be returned unopened to the bidder.

5. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
6. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the City of South Padre Island in writing. Owner reserves the right to reject any and all bids by reason of this request.
7. In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the former will take precedence.
8. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the City of South Padre Island.
9. All bids will be awarded to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.
10. Owner may give an environmental preference to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
11. Bidders may be disqualified and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of a certified Cashier's Check or Bid Bond (if required) proposal guarantee; 6) Unauthorized alteration of bid form; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; 9) Failure to complete projects or 10) Loaded or unbalanced bids. Owner reserved the right to waive any minor informality or irregularity.
12. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal." Contractor shall provide exactly such items in his bid as described, unless approved pursuant to other provisions provided herein.
13. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the bidder's expense.
14. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
15. Contractor must provide audited financial statements, if requested, to the City.
16. Prices in the Bid Proposal shall be presented in the format requested (Unit Price, Lump Sum, etc.)
17. No freight or delivery charges will be accepted unless shown on bid.
18. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.

19. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of South Padre Island. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
20. The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
21. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
22. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

D. QUALIFICATIONS OF BIDDERS

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

In determining a bidder's qualifications, the following factors will be considered:

1. Work previously completed by the bidder and whether the bidder:
 - a. maintains a permanent place of business,
 - b. has adequate plant and equipment to do the work properly and expeditiously,
 - c. has paid or settled all claims for payment promptly,
 - d. has appropriate technical experience,
 - e. has job references for work of similar size and scope to the project bid herein; and
 - f. satisfactory performance and completion of public, or comparable, projects.
2. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of any one acting for such firm, corporation, or partnership.

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No bid will be accepted from any bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work.

The General/Sub-Contractors Experience Data Sheet following the proposal must be filled out and submitted with the bid for consideration. Failure to include a completed Data Sheet may result in the rejection of the bid.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. It is the responsibility of each Bidder before submitting a Bid, to:
 - a. examines the Contract Documents thoroughly,
 - b. visits the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
 - c. considers federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
 - d. study and carefully correlate Bidder's observations with the Contract Documents, and

- e. notifies Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents.
- f. visit with local utilities, including cable companies, and other entities that may have underground or above-ground infrastructure in the work area for infrastructure location.

2. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data from the Owner's files for its underground facilities and information and data furnished by owners of other underground facilities. Owner does not assume responsibility for the accuracy or completeness thereof.
3. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, at bidders expense and not to be added into cost of bid if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoil are to be provided by Contractor. Contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning work in accordance with the Standard Form Of Agreement, Paragraph 35 Permits and Licenses.
5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. No pleas of ignorance of conditions that may be encountered in their execution of the Work under this contract, that is a result of failure to make the necessary examinations and investigations herein above indicated, will be accepted as an excuse for the failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract Documents. In no event shall a claim for extra compensation or for an extension of time be allowed for failure to thoroughly examine all requirements of Contract Documents.

F. INTERPRETATIONS and ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarification considered necessary by Owner's Representative in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by Owner's Representative as having received the Bidding Documents. Questions received less than 48 hours prior to opening of Bids will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

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

To properly qualify his bid, each Bidder shall, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the Proposal Form or on a separate attachment to the bid. Bids without such acknowledgment of all issued Addenda and letters of

clarification may cause your bid to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

G. BID SECURITY

Bidders must submit with their Bids a Cashier's Check or a Certified Check in the amount of five (5%) percent of the maximum amount of Bid payable without recourse to the City of South Padre Island, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Bidder will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Bids without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. A Bidder may withdraw its Bid at any time until the Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders Whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

H. CONTRACT TIME

The times for Substantial Completion and Final Completion are set forth in the Special Provisions and will be included in the Standard Form of Agreement. It will be necessary for the Successful Bidder to satisfy the City of the Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

I. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS CONTRACT. Failure to meet Substantial or Final Completion dates will result in damages to the city in an amount specified in City's Standard Form of Agreement.

J. SUBSTITUTE OR "OR EQUAL" ITEMS

The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Owner's Representative at least five (5) working days prior to the date for receipt of Bids or until after the contract for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's Representative's decision of approval or disapproval of a proposed substitution shall be final. If Owner's Representative approves any proposed substitution before the date for receipt of bids, such approval will be set forth in an

Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

K. BID FORM

All blanks on the Bid Form must be completed in ink or by typewriter. Unfilled blanks may result in the bid being disqualified.

Any financial amounts written in words will supersede amounts written by numbers in the Bid Form.

Bids by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The fiscal address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the Bid Form or on a separate attachment to the Bid.

The address and telephone number(s) for communication regarding the Bid must be shown.

All of the data on the GENERAL/SUB-CONTRACTORS EXPERIENCE AND DATA INFORMATION sheet must be completely filled in.

L. SUBMISSION OF BIDS

A Bid shall be submitted at the time and place indicated in the Advertisement. It shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder. The Bid shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bidder should, prior to filing his Bid check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the outside of the envelope containing his Bid proposal.

M. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed, in the described manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If prior to the award of the contract by the City Council, any Bidder files a duly signed, written notice with Owner's Representative and promptly thereafter demonstrates to the reasonable satisfaction of Owner's Representative that there was a material mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

N. OPENING OF BIDS

Properly prepared Bids will be opened publicly and read aloud. A summary of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. A tabulation of the Bids which are read will be available upon request as soon as it has been assembled and verified.

Bids received after the specified time of the opening will be returned unopened.

O. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance, for 60 days after the date of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

P. AWARD OF CONTRACT/CRITERIA TO CONSIDER

Owner reserves the right to reject any and all Bids, to waive any and all informalities and irregularities not involving price, time, or changes in the Work and to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In addition to the purchase price in determining the best value for the city, the city may consider:

- (1) the reputation of the bidder and of the bidder's goods and services;
- (2) the quality of the bidder's goods or services;
- (3) the extent to which the goods or services meet the municipality's needs;
- (4) the bidder's past relationship with the municipality;
- (5) the city shall consider the impact on the ability of the municipality to comply with laws and rules relating to contraction with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (6) the total long-term cost to the municipality to acquire the bidder's goods or services;
- (7) any relevant criteria specifically listed in the request for bids or proposals;
- (8) the offeror's safety record;
- (9) the offeror's proposed personnel;
- (10) whether the offeror's financial capability is appropriate to the size and scope of the project; and
- (11) any relevant factor specifically listed in the request for bids, proposals, or qualifications.
- (12) the city shall consider and apply any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged businesses.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

Bid prices may be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Standard Form of Agreement for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in City's Standard Form of Agreement.

To facilitate the evaluation process, the City will be scoring the Bid per the following:

Criteria	Weight (%)	Score (1-5) 5 as the highest
Bid Proposal Amount <i>(Total Project Cost)</i>	55%	1-5
Schedule and Time <i>(Proposed project completion timeline)</i>	15%	1-5
Experience and Qualifications <i>(Relevant Project History, Key Personnel)</i>	20%	1-5
References <i>(References included and/or contacted by the City)</i>	10%	1-5

The weighed score will be calculated as: (Score for Category) x (Weight for Category)

The total score will be calculated as: Sum of all weighted scores to determine the highest Ranked Bidder.

Q. CONTRACT SECURITY

BOND PROVISIONS of the Standard Form of Agreement set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

R. SIGNING OF AGREEMENT

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. No later than 15 days of Award, all required Bonds shall be delivered to Owner. A fully executed contract will be presented to Successful Bidder.

S. PERSONAL INTEREST

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

T. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:

"Interested party" means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the City on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

CONTRACTOR'S PROPOSAL

Note: Bidders shall refer to plans, details, and materials schedules in drawings for exact bid item description and specifications. Any discrepancies in quantities or specification requirements must be submitted in writing to SPI / SSP prior to bid opening date.

PLANT SCHEDULE

COMMON NAME	SIZE	QUANTITY	UNIT COST	TOTAL
PALMS				
MED FAN PALM	B/B 60" (SINGLE TRUNK)	42		
SABAL PALM	B/B 8-10' TK. HT.	3		
SHRUBS				
CROWN OF THORNS	5 GAL.	117		
LIROPE 'MAJESTIC'	3 GAL.	420		
GROUNDCOVERS				
HEARTS AND FLOWERS	4" POTS	351		
WEDELIA	4" POTS	1,170		
			Plant Schedule Subtotal \$	

MATERIAL SCHEDULE

MATERIALS	SIZE	QUANTITY	UNIT COST	TOTAL
GENERAL CONDITIONS/MISCELLANEOUS	L.S.	1		
DEMO/CLEANUP OF MEDIAN PLANTERS/PALMS AS DIRECTED	L.S.	1		
PREMIUM COMPOST - 2" LAYER (NINE KIDS COMPOST)	C.Y.	20		

SCREENED TOPSOIL - 8" LAYER FOR NEW PLANTING BEDS	C.Y.	100		
MULCH (HARDWOOD 2" MIN FOR ALL PLANTING BEDS AND WATERING BASINS - TEXAS NATIVES SHREDDED HARDWOOD MULCH)	BAGS (2 CF)	400		
HERBICIDE (ALL PLANTING AREAS AS SPECIFIED)	S.F.	3,650		
FERTILIZER (ALL PLANT MATERIAL PER DETAILS)	S.F.	3,650		
PLANTING TABLETS (PER DETAILS / AS SPECIFIED)	-	--		
PRE-EMERGENT (ALL PLANTING BED AREAS AS SPECIFIED)	S.F.	3,650		
POTTING MIX – MIRACLE-GRO ‘MOISTURE CONTROL’ (4 BAGS PER PLANTER)	BAGS (2 C.F.)	156		
GUYING/STAKING (ALL TREES / PALMS PER DETAILS)	EA	-		
FILTER FABRIC- ‘FABRISCAPES’ 4 OZ. NON-WOVEN FILTER FABRIC	S.F.	9,125		
WASHED GRAVEL – 6" LAYER OF ‘MEDINA’ 5/8" DECORATIVE GRAVEL.	C.Y.	160		
SMALL WEATHERED LIMESTONE BOULDERS (SIZE VARIES APPROX. 12X24X24")	EA	324		
CONCRETE CURB- 6 X 6" COLORED CONCRETE CURB (TEXAS BUFF) WITH # 3 RE-BAR AS PER PLANS/DETAILS	L.F.	1,300		
CONCRETE PLANTER - PARK WAREHOUSE CONCRETE PEDESTAL PLANTER (SKU: 544p1280) 48" x 18" ROUND COLOR (A23 GREY ACID WASH)	EA	39		
CONCRETE PAD - 6" X 3' X 3' COLORED CONCRETE PAD 'TEXAS BUFF' UNDER PLANTER (AS PER PLANS/DETAILS)	EA	39		
IRRIGATION SYSTEM - DEMO ADDITIONS/ADJUSTMENTS BY TEXAS LICENSED IRRIGATOR (ALLOWANCE)	ALLOWANCE	1	\$ 80,000	\$ 80,000
MAINTENANCE (90 DAYS AFTER SUBST. COMPLETION)	L.S.	1		
	Materials Subtotal \$			

TOTAL

\$ _____

CONTINGENCY (TOTAL X .05%) \$ _____

GRAND TOTAL

\$ _____

TOTAL number of calendar days to substantial completion _____

BY: _____

Signature

Date

Printed Name

Title

COMPANY: _____

Address: _____

Phone: _____

CONTRACTOR'S EXPERIENCE and QUALIFICATIONS

Name of Company: _____

Company Years in Business: _____

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years' experience as project manager

Superintendent	Years Experience	Projects

Project Manager	Years Experience	Projects

References

Name 5 projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each

1.

2.

3.

4.

5.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Bidder certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No: _____ Fax No: _____

Email: _____

Bid Address: _____
P.O. Box or Street _____ City _____ State _____ Zip _____

Remit Address: _____
P.O. Box or Street _____ City _____ State _____ Zip _____

Federal Tax ID No: _____

DUNS No: _____

Date: _____

BID BOND

GENERAL and SPECIAL CONDITIONS OF AGREEMENT

A. GENERAL CONDITIONS OF AGREEMENT

The Standard Form of Agreement between Owner and Contractor shall be governing conditions of this contract.

1. STANDARD SPECIFICATIONS FOR CONSTRUCTION--CITY OF SOUTH PADRE ISLAND

- a. CIVIL CONSTRUCTION: These specifications shall be used in conjunction with the City of South Padre Island's Standard Specifications of Water and Sewer Construction and Street Construction and is hereby incorporated by reference and those specifically provided for in Chapter 23 of the Code of Ordinances, City of South Padre Island. All City of South Padre codes and ordinances shall apply.

Any discrepancies between the City standards and these specifications shall be clarified per the instructions in Paragraph F, "INTERPRETATIONS AND ADDENDA" in the instructions to Bidders.

B. SPECIAL CONDITIONS OF AGREEMENT

1. MEASUREMENTS: All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Proposal.
2. QUANTITIES: Where unit quantities are shown on each bid item of the Proposal, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in final measurement. Bidders are hereby notified that no incidental items of the Work will be paid for unless it is listed in the Proposal form as a pay item.
3. EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS (XCU): Contracts where trenching depths exceed twelve (12) feet shall require additional coverage for the following General Liability hazards:

<u>Explosion</u>	Applies to blasting operations
<u>Collapse</u>	Applies to excavation and grading work adjacent to structure
<u>Underground</u>	Applies to excavation, burrowing, trenching, tunneling, etc. For example, severing an electrical line during excavation operations.

An additional premium may be assessed by contractor's insurance provider. Successful contractor is responsible for assessing depth based on plans and specifications contained herein.

4. TRAFFIC CONTROL. When work is performed in or immediately adjacent to a public street right-of-way, the Contractor shall submit to the City Engineer a traffic control plan for each public right-of-way he enters prior to the pre-construction meeting. This plan shall be in conformance to the Texas Manual on Uniform Traffic Control Devices. Once reviewed, the plans will be returned to the Contractor with comments.

Approved Traffic Control Plans shall be in the possession of the contractor on site during all work within the designated right of way.

5. MATERIAL STAGING. Contractor is responsible for identifying and securing a suitable site for the storage of materials and other construction related items unless such a site is specifically identified in the plans.

6. PERMITS. Contractor will be required to get permits pursuant to contract documents; however, city will waive the fees.
7. STORMWATER PERMIT. For construction areas disturbing more than one (1) acre of land, Contractor shall provide a Storm Water Pollution Prevention Plan and all related inspections, rain gages, signage, subsidiary to the contract.
8. SURVEY. The Owner will provide a one-time survey staking of key construction points, bench marks, horizontal controls, building corners, or utility appurtenances as deemed necessary by the City Engineer. Additional construction staking, or replacement staking, will be at the contractor's expense.
9. CONTRACTOR PARKING and BATHROOMS. Unless noted otherwise in the bid documents and plans, the installation of temporary bathroom facilities on the site will not be allowed. Parking for construction related vehicles, worker vehicles, and other equipment may be limited at the construction site. The Contractor should anticipate the need to provide for off-site parking subsidiary to the bid price in the contract.
10. FIELD OFFICES. The Contractor will not be required to maintain a field office at the construction site. In the event that the Contractor wishes to have a temporary project office, approval will be required by the Owner. The cost for the installation of all utilities will be paid by the Contractor.
11. DRAINAGE AND EROSION CONTROLS. The contractor will be responsible for designing, installing and maintaining interim drainage and erosion controls for the construction site. Surface drainage channels, culverts, or other features will be maintained by the contractor in such a way to minimize the impacts from storm water to offsite properties.
12. CONTRACT FORMS, BONDS AND CERTIFICATES. The Standard Form of Agreement bond forms listed below will be made a part of the executed contract documents and are made a part of these specifications:
 - a. PERFORMANCE BOND
 - b. PAYMENT BOND

These forms are not to be filled in by the bidder at the time of submitting his proposal.

EXHIBIT A
STANDARD FORM OF AGREEMENT
CONSTRUCTION SERVICES

STANDARD FORM OF AGREEMENT
CONSTRUCTION SERVICES OVER \$50,000
(with bond forms)

This Agreement is entered into by and between the **City of South Padre Island**, a Texas home-rule municipal corporation (the "City") and **CONTRACTOR**, a corporation (the "Contractor"), for the construction and/or installation of **Padre Boulevard Median Improvements**.

1. DEFINITIONS

- 1.01. **Calendar Day.** A "calendar day" is any day of the week or month, no days being excepted.
- 1.02. **City.** Whenever the word "City" is used, it shall mean and be understood as referring to the City of South Padre Island, Texas.
- 1.03. **City's Representative.** Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.
- 1.04. **Contract Amount.** The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.
- 1.05. **Contract Documents.** The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.
- 1.06. **Contractor.** Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.
- 1.07. **Extra Work.** The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.
- 1.08. **Final Completion.** The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and

subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following:

Widening E. Bahama Street, E. Retama Street and W. Lantana Street to a 32' B-B section.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds

2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and "as built" drawings, are to be returned to the City on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence of this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed (______).

4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor **without** claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub-contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall

provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of South Padre Island codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

Contractor's Structures. The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall

pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

- (a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.
- (b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its

subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. **Progress Payment Applications.** The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 30TH day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. **Progress Payments.** On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. **Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

Unless otherwise provided in the Contract Documents:

allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;

whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(g) City's determination of an amount of liquidated damages.

(h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

Method C - Actual Field Costs. The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

No indirect or consequential damages will be allowed.

All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence of this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid sixty (60) calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;

- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of **Seven Hundred Fifty & 00/100 DOLLARS (\$750.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a

warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01. Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth in Exhibit B.

28. BOND PROVISIONS

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so

charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the South Padre Island Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any

City of South Padre Island

LS-26-01 for PADRE BOULEVARD MEDIAN IMPROVEMENTS Construction Services

local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND

INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.
- (b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.
- (d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.
- (e) The Contractor shall also be responsible for the removal of all related debris.
- (f) The Contractor shall also be responsible for subcontractors hired by it.
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.03. The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property

(whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02. In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by

others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;
- (d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;
- (f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred; and/or

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this

City of South Padre Island

LS-26-01 for PADRE BOULEVARD MEDIAN IMPROVEMENTS Construction Services

Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. EFFECTIVE DATE

The effective date of this contract shall be the date of award of the contract.

46. OTHER TERMS

46.01. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02. Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.03. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.04. Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.05. Mediation. After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Owner's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage, the Owner, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under Owner's direction to stop the Work. Agreements reached in

mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in South Padre Island, Texas.

46.06. Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Cameron County, Texas, United States of America.

46.08. Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

46.09 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.10. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.11. Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.12. Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.13. Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.14. Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

Contractors**CITY OF SOUTH PADRE ISLAND**

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Mayor

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

EXHIBIT A
INSERT APPROPRIATE DAVIS BACON WAGE RATES

Copy and paste the following notes to the end of the DB wage rates for Building Construction or Heavy/Highway Construction.

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

"General Decision Number: TX20250003 01/03/2025

Superseded General Decision Number: TX20240003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed

on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number 0 Publication Date 01/03/2025

SUTX2011-003 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving & Structures) ...\$ 12.46 **

FORM BUILDER/FORM SETTER
(Structures)\$ 12.30 **

FORM SETTER (Paving & Curb) \$ 12.16 **

LABORER

Asphalt Raker.....	\$ 10.61	**
Flagger.....	\$ 9.10	**
Laborer, Common.....	\$ 9.86	**
Laborer, Utility.....	\$ 11.53	**
Pipelayer.....	\$ 11.87	**
Work Zone Barricade		
Servicer.....	\$ 12.88	**

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 13.48 **
Asphalt Paving Machine.....	\$ 12.25 **
Broom or Sweeper.....	\$ 10.33 **
Crane, Lattice Boom 80	
Tons or Less.....	\$ 14.39 **
Crawler Tractor.....	\$ 16.63 **
Excavator, 50,000 lbs. or less.....	\$ 12.56 **
Excavator, over 50,000 lbs.	\$ 15.23 **
Foundation Drill, Truck Mounted.....	\$ 16.86 **
Front End Loader Operator, Over 3 CY.....	\$ 13.69 **
Front End Loader, 3 CY or less.....	\$ 13.49 **
Loader/Backhoe.....	\$ 12.77 **
Mechanic.....	\$ 15.47 **
Milling Machine.....	\$ 14.64 **
Motor Grader Operator, Rough.....	\$ 14.62 **
Motor Grader, Fine Grade....	\$ 16.52 **
Scraper.....	\$ 11.07 **
 Servicer.....	\$ 12.34 **
 Steel Worker (Reinforcing)	\$ 14.07 **
 TRUCK DRIVER	
Lowboy-Float.....	\$ 13.63 **
Single Axle.....	\$ 10.82 **
Single or Tandem Axle Dump...	\$ 14.53 **
Tandem Axle Tractor with Semi-Trailer.....	\$ 12.12 **
 WELDER.....	\$ 14.02 **

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

minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG""", SA, or? SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union who's collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the? SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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

City of South Padre Island

LS-26-01 for PADRE BOULEVARD MEDIAN IMPROVEMENTS Construction Services

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.

=====

END OF GENERAL DECISION"

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. General Requirements Applicable to All Policies:

- A. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
- B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- C. "Claims Made" policies are not accepted.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of South Padre Island.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of South Padre Island.
- F. The City of South Padre Island, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

A. Business Automobile Liability insurance shall be written by a carrier with a "A: VIII" or better rating in accordance with the current Best Key Rating Guide.

B. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

C. Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.

D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.

E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement

on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. Workers compensation insurance shall include the following terms:

1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
2. "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, 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:

"A. *Definitions:*

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-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 ("subcontractors" in § 406.096 [of the Texas Labor Code]) - 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, that 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 calendar 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 calendar days after the Contractor knew or should have known, or 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 Division of Workers Compensation, 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, that 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 calendar 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 (a) - (g), 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 that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

VIII. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

A. The company is licensed and admitted to do business in the State of Texas.

B. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

C. All endorsements and insurance coverages according to requirements and instructions contained herein.

D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of South Padre Island.

E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

EXHIBIT C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. _____

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF CAMERON §

THAT WE, _____, as Principal, hereinafter called "Contractor" and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of South Padre Island, a municipal corporation, in the sum of _____ (\$_____) for the payment of which sum, well and truly to be made to the City of South Padre Island and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of South Padre Island for _____ all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of South Padre Island or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of South Padre Island shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City's benefit, and the City of South Padre Island shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of South Padre Island or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of South Padre Island from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of South Padre Island shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Cameron County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST and SEAL: (if a corporation)

City of South Padre Island
LS-26-01 for PADRE BOULEVARD MEDIAN IMPROVEMENTS Construction Services

(Name of Contractor)

WITNESS: (if not a corporation)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

ATTEST/WITNESS

(SEAL)

(Full Name of Surety)

By: _____

Name:

Title:

Date:

(Address of Surety for Notice)

By: _____

Name: _____

Title: _____

Date: _____

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF SOUTH PADRE ISLAND, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Project No. _____

City of South Padre Island

LS-26-01 for PADRE BOULEVARD MEDIAN IMPROVEMENTS Construction Services

70 | Page

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF CAMERON §

THAT WE, _____, as Principal, hereinafter called "Principal" and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of South Padre Island, a municipal corporation, in the sum of _____ (\$) _____ for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of South Padre Island, dated the _____ day of _____, 200____, for _____, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation)
(Name of Contractor)

WITNESS: (if not a corporation)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

ATTEST/WITNESS (SEAL)
(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By:
Name:
Title:
Date:

REVIEWED:
ON BEHALF OF
THE CITY OF SOUTH PADRE ISLAND, TEXAS:

THE FOREGOING BOND IS ACCEPTED

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

EXHIBIT D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E
SCOPES, TECHNICAL SPECIFICATIONS AND PLANS

PART 1 - GENERAL

1.01 SCOPE

- A. Supply and installation of all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to; vegetation protection/pruning, fine grading, earth mounding, bed excavation and preparation, bed edging, planting soil/compost mixes, fertilizer, mulch, trees, palms, shrubs, ground covers, staking, paving, site furniture, clean-up, maintenance, and warranty.

- B. Related Sections:
 - 1. Irrigation – 02810
 - 2. Lawns – 02930

NOTE: This project is an existing streetscape/boulevard with existing irrigation and landscape. Contractors shall protect or demo as shown on plans. Any damage whatsoever to existing irrigation, or landscape shall be repaired and replaced at contractor's expense. All existing landscape shall be maintained throughout construction and until final acceptance by SPI / SSP.

1.02 REFERENCE STANDARDS

- A. General: "Hortus Third," 1976.

- B. Texas Association of Nurserymen, Grades and Standards for Nursery Stock.

- C. Plant Material: "American Standard for Nursery Stock," ANSI Z60.1-1990.

- D. National Arborist Association Standards

1.03 DEFINITIONS

- A. Specimen Plants: Plants having exceptional character, superiority in form and branching, and the best attributes of the species; all as determined by the Architect, Landscape Designer or Owner.

1.04 QUALIFICATIONS

- A. Landscape work to be performed by a single firm specializing in commercial landscape work with a minimum of five (5) years experience on similar type projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

1.03 SCHEDULE OF VALUES

- A. Landscape subcontractor shall submit costs for GC schedule of values as follows:
 1. Irrigation Sleeving
 2. Irrigation Water Meter, Backflow, Permits, Testing
 3. Irrigation System
 4. Landscape Athletic Field Grading and Soil Mix
 5. Landscape Athletic Field Sod
 6. Landscape Planting, Materials, Installation, Warranty
 7. Landscape / Irrigation 90 Day Maintenance

1.04 SUBMITTALS

- A. Submittals shall be formatted electronically in a pdf file with a table of contents and tabs identifying each section. The following submittals are required for this section:
 1. Landscape Construction Sequence
 2. Edging Materials
 3. Post emergent Herbicides
 4. Pre emergent Herbicides
 5. Soils, Compost and Mulch
 6. Sources of all Plant Materials (including address and telephone numbers)
 7. Product Data Material Safety Data Sheets
 8. Paving Materials
 9. Staking Materials
 10. Samples: One foot sections of edging (as specified on plans), one pound bag sample of each; topsoil, premium compost, mulch, decomposed granite, river rock, washed gravel and example boulder/rocks.
 11. Photographs of all plant material prior to ordering/installation

12. Name and License Number of Subcontractor for pruning trees (Certified I.S.A.Arborist required)

1.05 PROTECTION

- A. Before commencing work, contractor shall place orange construction fencing around all vegetation labeled "to remain" on landscape plans. Fencing shall be placed squarely around each tree 6' x 6' and at least 60" in height or continuously around groups of vegetation as shown on plans. No work may begin until this requirement is fulfilled. All other vegetation not labeled "to remain" shall be cleared and grubbed including root systems.
- B. In order to avoid damage to roots, bark or lower branches, no truck or other equipment shall be driven or parked within the drip line of any tree, unless the tree overspreads a paved way.
- C. The contractor shall use any and all precautionary measure when performing work around trees, walks, pavements, utilities, and any other features either existing or previously installed under this Contract.
- D. The Contractor shall adjust depth of earthwork and loaming when working immediately adjacent to any of the aforementioned features in order to prevent disturbing tree roots, undermining walks and pavements, and damage in general to any existing or newly incorporated item.
- E. Where excavating, fill or grading is required within the branch spread of trees that are to remain, the work shall be performed as follows:
 - a. TRENCHING: When trenching occurs around trees to remain, the tree roots shall not be cut but the trench shall be tunneled under or around the roots by careful hand digging and without injury to the roots.
 - b. RAISING GRADES: When the existing grade at tree is below the now finished grade, and fill not exceeding 16 inches (16") is required, clean, washed gravel graded from one to two inches (1" - 2") in size shall be placed directly around the tree trunk. The gravel shall extend out from trunk on all sides a minimum of 18 inches (18") and finish approximately two inches (2") above the finished grade at tree. Install gravel before any earth fill is placed. New earth fill shall not be left in contact with the trunks of any trees requiring fill. Where fill exceeding 16 inches (16") is required, a dry laid tree well shall be constructed around the trunk of the tree. The tree well shall extend out from the trunk on all sides a minimum of three feet (3') and to three inches (3") above finish grade. Coarse grade rock shall be placed directly around the tree well extending out the drip line of the tree. Clean, washed gravel graded from one to two inches (1" - 2") in size shall be placed directly over the coarse rock to a depth of three inches (3"). Approved backfill material shall be placed directly over the washed gravel to desired finished grade.
 - c. LOWERING GRADES: Existing trees in areas where the now finished grade is to be lowered

shall have regarding work done by hand to elevation as indicated. Roots as required shall be cut cleanly three inches (3") below finished grade and scars covered with tree paint.

- d. Trees marked for preservation that are located more than six inches (6") above proposed grades shall stand on broad rounded mounds and be graded smoothly into the lower level. Trees located more than 16 inches (16") above proposed grades shall have a dry laid stonewall, or other retaining structure as detailed on the plans, constructed a minimum of five feet (5') from the trunk. Exposed or broken roots shall be cut clean and covered with topsoil.
- F. Contractor is responsible for all protection measures listed above. If these procedures are not followed, contractor is responsible for replacement of existing trees with approved trees of equal caliper and height.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Transport plant materials covered or in closed vehicles to protect from exposure to heat and wind. Spray trees and in full leaf with anti-desiccant - as recommended by the manufacturer - before shipping. Take precautions to protect plant materials from desiccation and from damage to bark, branches and roots. Do not allow root balls to crack. Schedule shipments to coincide with planting work schedule.
- B. Storage and Protection: If planting is delayed after delivery, keep plants in a shaded area, cover roots with mulch or topsoil, and keep plants constantly watered until planted.

1.07 MAINTENANCE/WARRANTY

- A. Maintenance Requirements: Maintain the work of this Section throughout construction and for ninety days after 'substantial completion' and until final written acceptance by Owner. Notify the owner in writing of 'substantial completion'. Maintenance period begins after owner's written acceptance of 'substantial completion'.
- B. Maintenance Service: Perform the following maintenance operations at least once a week:
 1. Remove and replace dead plant material. Prune plants to remove dead wood and to maintain health of plants.
 2. Maintain all mulched areas at a 2 in. depth. Remove weeds and grass from shrub and ground cover areas and from watering basins.
 3. Provide insect and disease control to maintain health of plants.
 4. Irrigation:
 - a) If the irrigation system is operating, program and monitor the system to provide adequate water for plants.
 - b) If the irrigation system is not operating, hand water plants. Deep water trees each week.
 5. Dispose of all maintenance debris/clippings off-site. Owner's dumpsters shall not be used.

6. Keep all site areas tidy and free of grass clippings, mulch or other foreign materials.
7. Submit dates, descriptions and receipts of all maintenance operations to SSP Design for approval.

C. **Warranty:** Warranty shall cover all shrubs/groundcovers for a period of three months and trees/palms for a period of one year from the date of final acceptance. Any plant material deemed dead or unrecoverable by the owner shall be replaced with similar species and size within two weeks of notification from owner.

1.08 RIGHT OF REJECTION

- A. The Owner/SSP Design reserve the right to inspect and reject plants at any time and at any place.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fertilizer: 13-13-13 Osmocote slow release fertilizer granules or approved equal.
- B. Planting tablets: Agraform 21 gram slow release fertilizer tablets or approved equal.
- C. Compost: Premium grade compost ('9 Kids Compost' or approved equal).
- D. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0; organic matter to exceed 1.5%, magnesium to exceed 100 units; phosphorus to exceed 150 units; potassium to exceed 120 units; soluble salts/conductivity not to exceed 900 ppm/0.9 mmhos/GC in soil.
- E. Sand: Clean, screened inorganic masonry sand. Silica sand only. River sand not acceptable. Mathis sand, Wright Materials, Plant 3 masonry sand (361) 387-0293 or approved equal
- F. Mulch:
 1. Shrub and Ground Cover Planting Areas: Grade A Shredded Hardwood; long, fibrous bark strands free from wood chips. Texas Natives or Approved Equal.
 2. Watering basins: Grade A Shredded Hardwood; long, fibrous bark strands free from wood chips. Texas Natives or Approved Equal.

G. Plants:

1. General: Provide plant materials that are healthy and free from disease, insects, and larvae and without damage to bark, branches, and roots.
2. Approval: All plants must be approved by Owner/SSP Design prior to installation. Any plants not approved by Owner/SSP Design shall be subject to rejection. All trees/palms must be inspected, approved and tagged by Owner/SSP Design at their place of origin or as directed in writing by Owner/SSP Design. Container grown trees shall be obtained by Glen Flora Farms, Inc. or approved equal.
3. Sizes: Measured after pruning and in accordance with the plant schedule.
4. Root Treatment: As follows in accordance with the Reference Standards:
 - a) Palms: Balled and burlapped or containerized if they have been in the container for at least one growing season.
 - b) Trees, Shrubs, Ground Cover Plants: Container grown with a well-established fibrous root system.
5. Palms: All new palms shall be field dug or containerized material in specified sizes shown in plant schedule. All palms shall have good form (straight trunks) consistent of its species, free of scares/abrasions/burn marks and disease and insects, with large healthy root systems. Rootballs sizes for B/B material must meet the following minimum specifications:
 - a) Sabal Palms - 44" diameter, 36" height
 - b) Washingtonia Palms - 44" diameter, 36" height
 - c) Cuban Royal Palms, Mediterranean Fan Palms, Cocos Palms - 30" diameter, 30" height

H. Staking material:

1. Tree stakes shall be commercial grade T-Posts, 1.25 Gauge, 8' Ht., Green with orange safety caps on tops. Note: Do not drive through stakes through root balls.
2. Tree ties shall be Poly Chain Lock – 1" width, black, ProLock or approved equal
3. Palm stakes shall be treated timber braces, stakes, and battens including burlap protection and steel straps sized per palm planting detail. Ground stakes must be at least 48" in length with at least 42" securely embedded in undisturbed soil.
4. All staking to be removed at the end of the maintenance period or at final acceptance, whichever is later.

I. Edging:

1. Concrete Edging: Extruded, colored, fibermesh reinforced concrete edging (per details) *Curb Appeal (or approved equal)*
2. Tree Rings: 4" Ht., 30" Dia., Black Anodized Aluminum tree rings. *Dreamscapes (or approved equal)*
3. Aluminum edging: 4" Ht., Black Anodized Aluminum Edging. *Dreamscapes (or approved equal)*

2.2 PLANTING SOILS

- A. Planting Mix: 75 percent sandy-loam topsoil; 25 percent premium compost; (3:1 ratio by volume); and specified fertilizer or planting tablets.
- B. Shrub and Ground Cover Areas:
 - 1. Where no topsoil has been installed: Remove twelve inches of existing soil and replace with ten inches of 'Planting Mix' as described in Item A above.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine the site and conditions under which landscape work is to be performed. Have the installer notify the Contractor in writing, with a copy to SSP Design if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to installer. Beginning of work indicates acceptance of the site as satisfactory by the installer.

3.02 EXECUTION

- A. Site Preparation: Contractors must visit and review site prior to bidding. Compacted soils and sub-soils from construction activities must be ripped and tilled until a loose, friable and free-draining condition is met. All existing weeds, grass, stabilized sub-base material, rubble, excavated soil and other material shall be removed from the site and disposed of by the contractor prior to starting any new landscape work. Soil conditions around entire site must be approved by Owner/SSP Design prior to rough and finished grading operations. Contractor shall not install any fill or topsoil in landscape areas prior to site condition approval by Owner/SSP Design.
- B. Drainage: Landscape contractor shall follow grading as shown and specified on Civil Engineer's grading plans. Landscape contractor shall coordinate grading operations with site contractor. Landscape contractor shall ensure final grades conform to the Civil Engineer's grading plan including grades around building, swales, sidewalk under-drains/swales, roof drains, splash blocks and rock swales through planting beds.
- C. Vegetation Protection: Contractors are responsible for protection of existing vegetation labeled on plans "to remain". Protection of existing vegetation includes supply and installation of protective fencing around all existing planting areas.

D. Bed Preparation and herbicide: All planting areas shall be free of weeds, grass, insects, or any other deleterious material prior to bed preparation. Contractor shall herbicide all planting areas with 'RoundUp' or approved equal at least two times prior to installation of any new plants. Pre-emergent herbicide shall be applied after planting and before placement of mulch.

E. Planting Beds: Excavate 12" of existing soil within planting beds and replace with 8" of imported topsoil and 2" of premium compost. Mechanically till into top six inches of bed until a loose, friable soil condition is met. Final grades within all planting beds shall be 3" below building weep holes and adjacent curbs to allow for 2" layer of mulch. Contractor to ensure positive drainage throughout all landscape areas. Adjust grades as necessary to direct water away from buildings, structures and planting beds. Report any discrepancies on all drainage issues in writing to Construction Manager or the Civil Engineer. Owner or SSP Design to approve planting beds prior to planting operations.

F. Edging: Edging shall be installed as shown on plans. Edging shall allow for tapered drainage points (10 feet on center or less) to ensure free drainage away from all structures and walkways. Edging shall be set flush with adjacent paving, sidewalks or driveways.

G. Grass Areas: Scarify, float and fine grade all areas to receive sod or hydromulch for approval by SSP prior to placement of sod or application of hydromulch. Supply additional topsoil as necessary to fill any/all low areas and ensure positive drainage away building / planting beds. (see specification on lawns for further requirements).

H. Berms and Mounding: Supply topsoil and construct berms as indicated on plans. Berms shall have a maximum slope of 1:4. Owner or Construction manager to approve berming and mounding prior to planting operations.

I. Planting:

1. Installation:
 - a) Excavate planting pit and french drains to depth and width indicated on details in drawings.
 - b) Set root ball on undisturbed or compacted soil in planting pit. Remove burlap, rope, wire, and all other wrapping material from top of ball. Remove any binding rope which is not biodegradable completely. Top of root ball shall be set 1" above adjacent finished grade.
 - c) Fill planting pit 2/3 full with planting mix, soak with water and allow settling, and adding fertilizer tablets as detailed. Finish filling pit with planting mix and tamp lightly.
 - d) Construct a watering basin as detailed (or install aluminum edge tree ring) and install 2 in. layer of mulch. Water-in to completely saturate the root ball and planting mix. Add planting mix where any settling or air pockets occur.
 - e) Stake all trees/palms immediately after planting as detailed.

2. Palms: New Washingtonia palms shall be cleaned (skinned) completely of their leaf stem bases and fibers to a height 4 feet below the crown. Sabal palms shall be planted with their leaf stem bases remaining but cleaned and trimmed evenly. All palms shall be planted with several petioles or fronds tied up straight with natural twine. Remaining fronds shall be trimmed or 'hurricane cut' to lighten wind load on terminal bud. Contractor is responsible for removing or cutting the twine supporting the fronds at the appropriate time. All palms must be inspected and approved on site by SSP Design prior to installation.
3. Shrubs: All plants shall be of species denoted on plans and shall be container-grown material at specified sizes. All plants shall be of size equal or greater than T.A.N. standards for their respective container size. All material shall be vigorous, well established, of good form consistent of species, free of disease and insects, with large healthy root systems and with no evidence of being restricted or damaged. All plants shall be inspected and approved on site by SSP Design prior to installation.
4. Planting Holes: All tree/palm holes shall be excavated with a diameter at least two times the rootball size and to a depth equal to the height of the rootball. The bottoms and sides of each hole shall be scarified with a pick to allow for free drainage and maximum root penetration. After tree/palm placement, the hole shall be backfilled with a mixture of excavated soil and premium compost mixture (9 Kids Compost or approved equal). All holes shall be tested/inspected by SSP Design for free drainage prior to installation of trees.
5. Tree Rings: Tree rings shall be installed on trees within grass areas as indicated on plans. Tree rings are to be aluminum edge or extruded concrete per plans and details. A minimum of 2 inches of specified mulch shall be placed within the tree rings. Tree rings must be maintained and kept free of weeds during the entire maintenance period.
6. Watering Basins: Watering basins for all trees/palms that do not include a tree ring shall be constructed in a ring shape around each tree or palm trunk. This earthen berm shall be constructed 6" in height and 36" in diameter so as to hold water and allow infiltration around root ball. A minimum of 2 inches of specified mulch shall be placed within the watering basin. Watering basins must be maintained and kept free of weeds during the entire maintenance period.

J. Insect and Disease Control: Apply treatment as frequently as required during construction and 90-day maintenance period to prevent damage to plant material. Use only chemicals specifically approved by TNRCC.

K. Pruning: All existing and new vegetation shall be pruned/trimmed by a Certified I.S.A. Arborist as directed on site by SSP Design.

3.03 CLEANUP AND PROTECTION

- A. Remove debris from landscaped areas daily and sweep clean adjacent pavements, if soiled by landscape activities.
- B. Provide temporary barriers or fences as required to protect landscaping from any type of damage or theft until final acceptance.

3.04 CLOSE-OUT DOCUMENTS

- A. As-Built Drawings: Submit 'As-Built' drawings before project close-out showing the landscape layout, including revised plant material, and other installation information.
- B. Warranty Letters: Submit warranty letters for trees / palms / lawns / shrubs / pavers / furniture / masonry / stone / amenities.

END OF SECTION

PART 1 – GENERAL

1.01 SCOPE

- A. An automatic underground irrigation system for exterior landscaped areas including, but not limited to, supply an installation of water meter, backflow device and controller, boring and sleaving, rotary heads and spray heads in lawn areas and spray heads and drip lines in shrub, ground cover, and flower bed areas.

NOTE: This project is an existing streetscape/boulevard with existing irrigation and landscape. Contractors shall protect or demo as shown on plans. Any damage whatsoever to existing irrigation, or landscape shall be repaired and replaced at contractor's expense. All existing landscape shall be maintained throughout construction and until final acceptance by SPI / SSP.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Provide connection to water source (existing mainline) and new water meters as specified and in accordance with local code requirements.
 - 2. Provide for an electro-mechanical controller.
- B. Performance Requirements: Provide for irrigation at a rate of 1 in. per week applied at 2 or 3 day intervals.

1.03 QUALIFICATIONS

- A. Irrigation work to be performed by a Texas licensed irrigation company specializing in commercial irrigation installation with a minimum of five (5) years' experience on similar projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

1.03 SCHEDULE OF VALUES

- A. Landscape/Irrigation subcontractor shall submit costs for GC schedule of values as follows:

1. Irrigation Sleeving
2. Irrigation Water Meter, Backflow, Permits, Testing
3. Irrigation System
4. Landscape Athletic Field Grading and Soil Mix
5. Landscape Athletic Field Sod
6. Landscape Planting, Materials, Installation, Warranty
7. Landscape / Irrigation 90 Day Maintenance

1.04 SUBMITTALS

A. Submittals shall be formatted electronically in a PDF file with a table of contents and tabs identifying each section. The following submittals are required for this section:

1. Product Data: Manufacturers' technical data (Cut Sheets) and installation information for all components including: Backflow Assembly (Pressure Vacuum Breaker PVB or Reduced Pressure, Backflow Preventer RPZ (as specified), Y strainer (if required), Ball valves, PVC pipe, PVC fittings, PVC primers, solvents, cement, glue, etc., Control wire / tracking wire, Wire connectors, Pump stations, booster pumps (if specified), Pump enclosures (if specified), Controller (incl. communications modules, etc.), Rain/freeze sensors, Valves, Valve boxes, Decoders (if specified), Rotors, Sprays, Nozzles, Bubblers, Drip line, Drip filters, Drip indicators (Operind), Air relief valves, flow sensor.

1.05 QUALITY CONTROL

A. Submit verification of water pressure at meter or point of connection.

1.06 MAINTENANCE/WARRANTY

A. Provide the following extra materials to the Owner:

1. Two (2) quick coupler hose bib keys.
2. Four (4) keys for the controller door lock.

B. Maintenance Requirements: Maintain the work of this Section for ninety days after 'substantial completion' and until final acceptance by Owner. Notify the owner in writing of 'substantial completion'. Maintenance period begins after owner's acceptance of 'substantial completion'.

C. Maintenance Service: Perform the following maintenance operations at least once a week during construction and for 90 day maintenance period after substantial completion:

1. Test entire system and adjust timer as necessary and as directed by

- landscape contractor, landscape designer or owner.
- 2. Ensure and confirm existing irrigation system is operational and functioning properly. Existing irrigation system must remain fully functional and operational during the construction period and for 90 days after substantial completion.
- 3. Replace or repair any broken parts or equipment.
- 4. Report any significant problems in writing to landscape contractor, owner and landscape designer.

D. **Warranty:** Warranty shall cover all parts and equipment for a period of one year from the date of final acceptance. Repairs and replacements shall be completed within two weeks of notification from owner.

PART 2- PRODUCTS

2.1 MATERIALS

- A. PVC Plastic Pipe: ASTM D 2241-83, SDR21, class 160 lateral piping; ASTM D1785, class 200 mainline piping.
- B. Pipe Fittings:
 - 1. Pipe under 3 in., id: Socket type, ASTM D 2466-78, with solvent Cement, ASTM D 2564-80.
 - 2. Pipe 3 in. id and Larger: Gasketed fittings of epoxy coated steel with non-hardening pipe dope or Teflon tape for threads.
- C. Concrete: 2500 psi min. compressive strength.

2.2 MANUFACTURED UNITS

- A. Controller: Electro-mechanical, 24 hr./14-day clock with manual operation capacity, with adequate number of stations for system operating requirements (two wire) (see irrigation equipment table). Provide both freeze-protection and rain-sensor devices with controller. Provide ground-fault interrupt and lightning protection. Provide flow sensor, flow control, and IQ System and software. Contractor to coordinate setup and connection to IQ software including training.
- B. Water Meters: Water meters in locations shown on plans. Contractor to coordinate application, permit and installation with local utility company. Contractor responsible for water meters and all associated installation costs.
- C. Booster Pump: If required on plans, contractor shall furnish and install booster pump with enclosure as specified in plans/details. Contractor shall also provide a concrete pad and any and all fittings, adaptors, connections, enclosure, etc. for the complete installation and proper operation of booster pump. If booster pump is existing, contractor must ensure and

confirm new system is programmed and functioning properly.

- D. Backflow Preventers: Provide and install backflow devices per local codes, specifications and requirements. Provide steel mesh enclosure per plans/schedule.
- E. Electric Valves: Normally closed, 24v AC, 60 cycle, solenoid actuated, globe pattern, diaphragm type. Cast brass or plastic body and nylon reinforced nitrile rubber diaphragm.
- F. Flow Sensor: Flow sensor size as specified on plans. Coordinate with IQ setup and learned flow for controller scheduling.
- G. Quick coupling Valves: Cast brass body with self-closing cover. Provide (2) brass keys with 1 in. female threaded outlet.
- H. Sprinkler Heads: Heavy-duty plastic sprinkler case, high density plastic sprinkler body, corrosion-resistant internal parts, plastic spray nozzles with adjustable flow and direction features.
- I. Control Wire: 24v UL/UF., approved for direct burial. Provide color-coded wire with white used for common (14-gauge, single-strand copper) and red for control (14-gauge single-strand copper).
- J. Tracking Wire: 18 gauge copper (only where mainline and wiring bundle are separated)
- K. Valve Boxes: Heavy-duty commercial grade, fiberglass reinforced, plastic with locking covers. Rainbird VB series, 10" Round or Standard Rectangular Min. or apprvd equal.
- L. Swing Joints: 3 high density polyethylene street ells with 8 in. Schedule 80 PVC nipple; sized the same as inlet to sprinkler head.
- M. Sleeves: Schedule 40 PVC. Boring as required under all existing pavement, walls or curbs.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine the site and conditions under which irrigation work is to be performed. Irrigation contractor shall notify the landscape contractor in writing, with a

copy to Construction Manager, if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to irrigation contractor. Beginning of work indicates acceptance of the site as satisfactory by the irrigation contractor.

3.02 INSTALLATION

- A. General: Install tracking wire along mainline pipe if separate from valve wiring bundle.
- B. Excavating and Filling:
 - 1. Cover for Piping:
 - a) Mains: 18 in. min.
 - b) Laterals: 12 in. min.
 - 2. Use clean backfill material without stones larger than 1/2 in., debris or extraneous material that may damage pipe assembly.
 - 3. Compact all trenches to a minimum 95% Standard Proctor Density.
- C. Pipe:
 - 1. Install in existing sleeves under pavement or provide boring and sleeves under pavement as required.
 - 2. Clean pipe and joints before making connections. Purple primer to be used on all joints before applying solvent. Per TCEQ Regulations.
 - 3. Attach joints according to manufacturer's instructions. Threaded joints to be coated with "Teflon" tape. Allow joints to set for at least 24 hrs. before applying water pressure to the system.
 - 4. Thoroughly flush piping before sprinkler heads are installed and test under pressure for leaks in each line separated by valves.
- D. Water Meters: Provide and install water meters per local codes, specifications and requirements. Coordinate permit and application with owner and local utility company. Adjust locations as necessary to coordinate with existing water line locations.
- E. Back Flow Protection: Provide and install backflow devices per local codes, specifications and requirements including enclosure.
- F. Valves:
 - 1. Provide isolation valve on inlet side of every electric control valve (if specified).
 - 2. Install electric and gate valves with at least 10 in. of cover over the valve and at least 6 in. of cover over the stem.
 - 3. Install valve box centered over the flow control handle. Provide 1 cu. ft. of clean pea gravel in the bottom of each valve box with filter fabric below.
 - 4. In lawn areas, valve boxes to be set flush with existing grade; in planting bed

areas valve boxes shall be set 2" above grade.

- G. Controllers: Hard wire to nearest power source and CAT6 data line/ethernet or cellular module as specified on plans. Coordinate with general contractor. Install on exterior wall in location as shown on plans or as directed/approved by SSP.
- H. Sprinkler Heads: Install all heads on swing joint assemblies and flush with finish grade.
- I. Drip Line: Install dripline as specified in plans/details. All drip lines, fittings, etc. to be buried a minimum of 2" below finish grade and then covered additionally with mulch per depth on plans/details. All dripline to be pinned with galvanized drip pins no more than 36" spacing and at all fittings and joint locations.
- J. Wiring:
 1. Bundle and tape wires at 10 ft. o.c., max.
 2. Snake wire in trenches to allow for expansion. Provide expansion coils at 100 ft. o.c. max., and at the entry to each valve box.
 3. Splice wires using mechanical sealant connector for a waterproof connection. Make all wire splices within valve boxes. Use RB WPCONN N90300 or approved equal.

3.03 FIELD QUALITY WORK

- A. General: Notify the Construction Manager at least 48 hours before testing is begun.
- B. Hydrostatic Test: Test mainline piping to a hydrostatic pressure of not less than 100 psi for a minimum of 24 hours. Piping may be tested in sections to expedite work. Remove and repair piping and connections which do not pass hydrostatic testing.
- C. Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and sprinkler heads adjusted to final position.

3.04 ADJUSTING

- A. Check sprinkler heads for arc of spray. Adjust as necessary to provide 100% coverage of all landscaped areas.
- B. Adjust layout to conform to actual layout of landscape plantings.

3.05 DEMONSTRATION

- A. Demonstrate operation of the system to Owner's personnel and staff.

3.06 CLOSE-OUT DOCUMENTS

- A. As-Built Drawings: Submit 'As-Built' drawings before project close-out showing the irrigation system layout, including line locations and sizes, spray heads and types, points of connection, booster pump, location of backflow device(s), controller, and other installation information.
- B. Warranty Letters: Submit warranty letters for all irrigation items including labor for the specified warranty period.
- C. Operation and Maintenance Data: Submit Manufacturers' operation and maintenance instructions and laminated colored (11x17) valve Zoning Diagram.

END OF SECTION

SECTION 02810 – IRRIGATION

PART 1 – GENERAL

1.01 SCOPE

- A. An automatic underground irrigation system for exterior landscaped areas including, but not limited to, supply an installation of water meter, backflow device and controller, boring and sleeving, rotary heads and spray heads in lawn areas and spray heads and drip lines in shrub, ground cover, and flower bed areas.

NOTE: This project is an existing streetscape/boulevard with existing irrigation and landscape. Contractors shall protect or demo as shown on plans. Any damage whatsoever to existing irrigation, or landscape shall be repaired and replaced at contractor's expense. All existing landscape shall be maintained throughout construction and until final acceptance by SPI / SSP.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Provide connection to water source (existing mainline) and new water meters as specified and in accordance with local code requirements.
 - 2. Provide for an electro-mechanical controller.
- B. Performance Requirements: Provide for irrigation at a rate of 1 in. per week applied at 2 or 3 day intervals.

1.03 QUALIFICATIONS

- A. Irrigation work to be performed by a Texas licensed irrigation company specializing in commercial irrigation installation with a minimum of five (5) years experience on similar projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

1.03 SCHEDULE OF VALUES

- A. Landscape/Irrigation subcontractor shall submit costs for GC schedule of values as follows:
 - 1. Irrigation Sleeving
 - 2. Irrigation Water Meter, Backflow, Permits, Testing
 - 3. Irrigation System
 - 4. Landscape Athletic Field Grading and Soil Mix
 - 5. Landscape Athletic Field Sod
 - 6. Landscape Planting, Materials, Installation, Warranty
 - 7. Landscape / Irrigation 90 Day Maintenance

1.04 SUBMITTALS

- A. Submittals shall be formatted electronically in a PDF file with a table of contents and tabs identifying each section. The following submittals are required for this section:
 - 1. Product Data: Manufacturers' technical data (Cut Sheets) and installation information for all components including: Backflow Assembly (Pressure Vacuum

SECTION 02810 – IRRIGATION

Breaker PVB or Reduced Pressure, Backflow Preventer RPZ (as specified), Y strainer (if required), Ball valves, PVC pipe, PVC fittings, PVC primers, solvents, cement, glue, etc., Control wire / tracking wire, Wire connectors, Pump stations, booster pumps (if specified), Pump enclosures (if specified), Controller (incl. communications modules, etc.), Rain/freeze sensors, Valves, Valve boxes, Decoders (if specified), Rotors, Sprays, Nozzles, Bubblers, Drip line, Drip filters, Drip indicators (Operind), Air relief valves, flow sensor.

1.05 QUALITY CONTROL

- A. Submit verification of water pressure at meter or point of connection.

1.06 MAINTENANCE/WARRANTY

- A. Provide the following extra materials to the Owner:
 1. Two (2) quick coupler hose bib keys.
 2. Four (4) keys for the controller door lock.
- B. Maintenance Requirements: Maintain the work of this Section for ninety days after ‘substantial completion’ and until final acceptance by Owner. Notify the owner in writing of ‘substantial completion’. Maintenance period begins after owner’s acceptance of ‘substantial completion’.
- C. Maintenance Service: Perform the following maintenance operations at least once a week during construction and for 90 day maintenance period after substantial completion:
 1. Test entire system and adjust timer as necessary and as directed by landscape contractor, landscape designer or owner.
 2. Ensure and confirm existing irrigation system is operational and functioning properly. Existing irrigation system must remain fully functional and operational during the construction period and for 90 days after substantial completion.
 3. Replace or repair any broken parts or equipment.
 4. Report any significant problems in writing to landscape contractor, owner and landscape designer.
- D. Warranty: Warranty shall cover all parts and equipment for a period of one year from the date of final acceptance. Repairs and replacements shall be completed within two weeks of notification from owner.

PART 2- PRODUCTS

2.1 MATERIALS

- A. PVC Plastic Pipe: ASTM D 2241-83, SDR21, class 160 lateral piping; ASTM D1785, class 200 mainline piping.

SECTION 02810 – IRRIGATION

B. Pipe Fittings:

1. Pipe under 3 in., id: Socket type, ASTM D 2466-78, with solvent Cement, ASTM D 2564-80.
2. Pipe 3 in. id and Larger: Gasketed fittings of epoxy coated steel with non-hardening pipe dope or Teflon tape for threads.

C. Concrete: 2500 psi min. compressive strength.

2.2 MANUFACTURED UNITS

- A. Controller: Electro-mechanical, 24 hr./14-day clock with manual operation capacity, with adequate number of stations for system operating requirements (two wire) (see irrigation equipment table). Provide both freeze-protection and rain-sensor devices with controller. Provide ground-fault interrupt and lightning protection. Provide flow sensor, flow control, and IQ System and software. Contractor to coordinate setup and connection to IQ software including training.
- B. Water Meters: Water meters in locations shown on plans. Contractor to coordinate application, permit and installation with local utility company. Contractor responsible for water meters and all associated installation costs.
- C. Booster Pump: If required on plans, contractor shall furnish and install booster pump with enclosure as specified in plans/details. Contractor shall also provide a concrete pad and any and all fittings, adaptors, connections, enclosure, etc. for the complete installation and proper operation of booster pump. If booster pump is existing, contractor must ensure and confirm new system is programmed and functioning properly.
- D. Backflow Preventers: Provide and install backflow devices per local codes, specifications and requirements. Provide steel mesh enclosure per plans/schedule.
- E. Electric Valves: Normally closed, 24v AC, 60 cycle, solenoid actuated, globe pattern, diaphragm type. Cast brass or plastic body and nylon reinforced nitrile rubber diaphragm.
- F. Flow Sensor: Flow sensor size as specified on plans. Coordinate with IQ setup and learned flow for controller scheduling.
- G. Quick coupling Valves: Cast brass body with self-closing cover. Provide (2) brass keys with 1 in. female threaded outlet.
- H. Sprinkler Heads: Heavy-duty plastic sprinkler case, high density plastic sprinkler body, corrosion-resistant internal parts, plastic spray nozzles with adjustable flow and direction features.
- I. Control Wire: 24v UL/UF., approved for direct burial. Provide color-coded wire with white used for common (14-gauge, single-strand copper) and red for control (14-gauge single-strand copper).
- J. Tracking Wire: 18 gauge copper (only where mainline and wiring bundle are separated)
- K. Valve Boxes: Heavy-duty commercial grade, fiberglass reinforced, plastic with locking

SECTION 02810 – IRRIGATION

covers. Rainbird VB series, 10" Round or Standard Rectangular Min. or apprvd equal.

- L. Swing Joints: 3 high density polyethylene street ells with 8 in. Schedule 80 PVC nipple; sized the same as inlet to sprinkler head.
- M. Sleeves: Schedule 40 PVC. Boring as required under all existing pavement, walls or curbs.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Examine the site and conditions under which irrigation work is to be performed. Irrigation contractor shall notify the landscape contractor in writing, with a copy to Construction Manager, if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to irrigation contractor. Beginning of work indicates acceptance of the site as satisfactory by the irrigation contractor.

3.02 INSTALLATION

- A. General: Install tracking wire along mainline pipe if separate from valve wiring bundle.
- B. Excavating and Filling:
 1. Cover for Piping:
 - a) Mains: 18 in. min.
 - b) Laterals: 12 in. min.
 2. Use clean backfill material without stones larger than 1/2 in., debris or extraneous material that may damage pipe assembly.
 3. Compact all trenches to a minimum 95% Standard Proctor Density.
- C. Pipe:
 1. Install in existing sleeves under pavement or provide boring and sleeves under pavement as required.
 2. Clean pipe and joints before making connections. Purple primer to be used on all joints before applying solvent. Per TCEQ Regulations.
 3. Attach joints according to manufacturer's instructions. Threaded joints to be coated with "Teflon" tape. Allow joints to set for at least 24 hrs. before applying water pressure to the system.
 4. Thoroughly flush piping before sprinkler heads are installed and test under pressure for leaks in each line separated by valves.
- D. Water Meters: Provide and install water meters per local codes, specifications and requirements. Coordinate permit and application with owner and local utility company. Adjust locations as necessary to coordinate with existing water line locations.
- E. Back Flow Protection: Provide and install backflow devices per local codes, specifications and requirements including enclosure.
- F. Valves:
 1. Provide isolation valve on inlet side of every electric control valve (if specified).

SECTION 02810 – IRRIGATION

2. Install electric and gate valves with at least 10 in. of cover over the valve and at least 6 in. of cover over the stem.
3. Install valve box centered over the flow control handle. Provide 1 cu. ft. of clean pea gravel in the bottom of each valve box with filter fabric below.
4. In lawn areas, valve boxes to be set flush with existing grade; in planting bed areas valve boxes shall be set 2" above grade.

G. Controllers: Hard wire to nearest power source and CAT6 data line/ethernet or cellular module as specified on plans. Coordinate with general contractor. Install on exterior wall in location as shown on plans or as directed/approved by SSP.

H. Sprinkler Heads: Install all heads on swing joint assemblies and flush with finish grade.

I. Drip Line: Install dripline as specified in plans/details. All drip lines, fittings, etc. to be buried a minimum of 2" below finish grade and then covered additionally with mulch per depth on plans/details. All dripline to be pinned with galvanized drip pins no more than 36" spacing and at all fittings and joint locations.

J. Wiring:

1. Bundle and tape wires at 10 ft. o.c., max.
2. Snake wire in trenches to allow for expansion. Provide expansion coils at 100 ft. o.c. max., and at the entry to each valve box.
3. Splice wires using mechanical sealant connector for a waterproof connection. Make all wire splices within valve boxes. Use RB WPCONN N90300 or approved equal.

3.03 FIELD QUALITY WORK

- A. General: Notify the Construction Manager at least 48 hours before testing is begun.
- B. Hydrostatic Test: Test mainline piping to a hydrostatic pressure of not less than 100 psi for a minimum of 24 hours. Piping may be tested in sections to expedite work. Remove and repair piping and connections which do not pass hydrostatic testing.
- C. Operational Testing: Perform operational testing after hydrostatic testing is completed, backfill is in place, and sprinkler heads adjusted to final position.

3.04 ADJUSTING

- A. Check sprinkler heads for arc of spray. Adjust as necessary to provide 100% coverage of all landscaped areas.
- B. Adjust layout to conform to actual layout of landscape plantings.

3.05 DEMONSTRATION

- A. Demonstrate operation of the system to Owner's personnel and staff.

3.06 CLOSE-OUT DOCUMENTS

- A. As-Built Drawings: Submit 'As-Built' drawings before project close-out showing the irrigation system layout, including line locations and sizes, spray heads and types, points of connection, booster pump, location of backflow device(s), controller, and other installation

SECTION 02810 – IRRIGATION

information.

- B. **Warranty Letters:** Submit warranty letters for all irrigation items including labor for the specified warranty period.
- C. **Operation and Maintenance Data:** Submit Manufacturers' operation and maintenance instructions and laminated colored (11x17) valve Zoning Diagram.

END OF SECTION

SECTION 02900 – PLANTING

PART 1 - GENERAL

1.01 SCOPE

- A. Supply and installation of all approved materials, labor, equipment, transportation and services required and incidental thereto, in conformity with the plans and specifications, including but not limited to; vegetation protection/pruning, fine grading, earth mounding, bed excavation and preparation, bed edging, planting soil/compost mixes, fertilizer, mulch, trees, palms, shrubs, ground covers, staking, paving, site furniture, clean-up, maintenance, and warranty.
- B. Related Sections:
 - 1. Irrigation – 02810
 - 2. Lawns – 02930

NOTE: This project is an existing streetscape/boulevard with existing irrigation and landscape. Contractors shall protect or demo as shown on plans. Any damage whatsoever to existing irrigation, or landscape shall be repaired and replaced at contractor's expense. All existing landscape shall be maintained throughout construction and until final acceptance by SPI / SSP.

1.02 REFERENCE STANDARDS

- A. General: "Hortus Third," 1976.
- B. Texas Association of Nurserymen, Grades and Standards for Nursery Stock.
- C. Plant Material: "American Standard for Nursery Stock," ANSI Z60.1-1990.
- D. National Arborist Association Standards

1.03 DEFINITIONS

- A. Specimen Plants: Plants having exceptional character, superiority in form and branching, and the best attributes of the species; all as determined by the Architect, Landscape Designer or Owner.

1.04 QUALIFICATIONS

- A. Landscape work to be performed by a single firm specializing in commercial landscape work with a minimum of five (5) years experience on similar type projects. Owner/SSP Design to review qualifications and approve subcontractor prior to commencing work.

1.03 SCHEDULE OF VALUES

- A. Landscape subcontractor shall submit costs for GC schedule of values as follows:
 - 1. Irrigation Sleeving
 - 2. Irrigation Water Meter, Backflow, Permits, Testing
 - 3. Irrigation System
 - 4. Landscape Athletic Field Grading and Soil Mix
 - 5. Landscape Athletic Field Sod

SECTION 02900 – PLANTING

6. Landscape Planting, Materials, Installation, Warranty
7. Landscape / Irrigation 90 Day Maintenance

1.04 SUBMITTALS

- A. Submittals shall be formatted electronically in a pdf file with a table of contents and tabs identifying each section. The following submittals are required for this section:
 1. Landscape Construction Sequence
 2. Edging Materials
 3. Post emergent Herbicides
 4. Pre emergent Herbicides
 5. Soils, Compost and Mulch
 6. Sources of all Plant Materials (including address and telephone numbers)
 7. Product Data Material Safety Data Sheets
 8. Paving Materials
 9. Staking Materials
 10. Samples: One foot sections of edging (as specified on plans), one pound bag sample of each; topsoil, premium compost, mulch, decomposed granite, river rock, washed gravel and example boulder/rocks.
 11. Photographs of all plant material prior to ordering/installation
 12. Name and License Number of Subcontractor for pruning trees (Certified I.S.A. Arborist required)

1.05 PROTECTION

- A. Before commencing work, contractor shall place orange construction fencing around all vegetation labeled “to remain” on landscape plans. Fencing shall be placed squarely around each tree 6’ x 6’ and at least 60” in height or continuously around groups of vegetation as shown on plans. No work may begin until this requirement is fulfilled. All other vegetation not labeled “to remain” shall be cleared and grubbed including root systems.
- B. In order to avoid damage to roots, bark or lower branches, no truck or other equipment shall be driven or parked within the drip line of any tree, unless the tree overspreads a paved way.
- C. The contractor shall use any and all precautionary measure when performing work around trees, walks, pavements, utilities, and any other features either existing or previously installed under this Contract.
- D. The Contractor shall adjust depth of earthwork and loaming when working immediately adjacent to any of the aforementioned features in order to prevent disturbing tree roots, undermining walks and pavements, and damage in general to any existing or newly incorporated item.
- E. Where excavating, fill or grading is required within the branch spread of trees that are to remain, the work shall be performed as follows:
 - a. TRENCHING: When trenching occurs around trees to remain, the tree roots shall not be cut but the trench shall be tunneled under or around the roots by careful hand digging and without injury to the roots.

SECTION 02900 – PLANTING

- b. RAISING GRADES: When the existing grade at tree is below the now finished grade, and fill not exceeding 16 inches (16") is required, clean, washed gravel graded from one to two inches (1" - 2") in size shall be placed directly around the tree trunk. The gravel shall extend out from trunk on all sides a minimum of 18 inches (18") and finish approximately two inches (2") above the finished grade at tree. Install gravel before any earth fill is placed. New earth fill shall not be left in contact with the trunks of any trees requiring fill. Where fill exceeding 16 inches (16") is required, a dry laid tree well shall be constructed around the trunk of the tree. The tree well shall extend out from the trunk on all sides a minimum of three feet (3') and to three inches (3") above finish grade. Coarse grade rock shall be placed directly around the tree well extending out the drip line of the tree. Clean, washed gravel graded from one to two inches (1" - 2") in size shall be placed directly over the coarse rock to a depth of three inches (3"). Approved backfill material shall be placed directly over the washed gravel to desired finished grade.
- c. LOWERING GRADES: Existing trees in areas where the now finished grade is to be lowered shall have regarding work done by hand to elevation as indicated. Roots as required shall be cut cleanly three inches (3") below finished grade and scars covered with tree paint.
- d. Trees marked for preservation that are located more than six inches (6") above proposed grades shall stand on broad rounded mounds and be graded smoothly into the lower level. Trees located more than 16 inches (16") above proposed grades shall have a dry laid stonewall, or other retaining structure as detailed on the plans, constructed a minimum of five feet (5') from the trunk. Exposed or broken roots shall be cut clean and covered with topsoil.

F. Contractor is responsible for all protection measures listed above. If these procedures are not followed, contractor is responsible for replacement of existing trees with approved trees of equal caliper and height.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Transport plant materials covered or in closed vehicles to protect from exposure to heat and wind. Spray trees and in full leaf with anti-desiccant - as recommended by the manufacturer - before shipping. Take precautions to protect plant materials from desiccation and from damage to bark, branches and roots. Do not allow root balls to crack. Schedule shipments to coincide with planting work schedule.
- B. Storage and Protection: If planting is delayed after delivery, keep plants in a shaded area, cover roots with mulch or topsoil, and keep plants constantly watered until planted.

1.07 MAINTENANCE/WARRANTY

- A. Maintenance Requirements: Maintain the work of this Section throughout construction and for ninety days after 'substantial completion' and until final written acceptance by Owner. Notify the owner in writing of 'substantial completion'. Maintenance period begins after owner's written acceptance of 'substantial completion'.
- B. Maintenance Service: Perform the following maintenance operations at least once a week:
 1. Remove and replace dead plant material. Prune plants to remove dead wood and to maintain health of plants.

SECTION 02900 – PLANTING

2. Maintain all mulched areas at a 2 in. depth. Remove weeds and grass from shrub and ground cover areas and from watering basins.
3. Provide insect and disease control to maintain health of plants.
4. Irrigation:
 - a) If the irrigation system is operating, program and monitor the system to provide adequate water for plants.
 - b) If the irrigation system is not operating, hand water plants. Deep water trees each week.
5. Dispose of all maintenance debris/clippings off-site. Owner's dumpsters shall not be used.
6. Keep all site areas tidy and free of grass clippings, mulch or other foreign materials.
7. Submit dates, descriptions and receipts of all maintenance operations to SSP Design for approval.

C. Warranty: Warranty shall cover all shrubs/groundcovers for a period of three months and trees/palms for a period of one year from the date of final acceptance. Any plant material deemed dead or unrecoverable by the owner shall be replaced with similar species and size within two weeks of notification from owner.

1.08 RIGHT OF REJECTION

- A. The Owner/SSP Design reserve the right to inspect and reject plants at any time and at any place.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fertilizer: 13-13-13 Osmocote slow release fertilizer granules or approved equal.
- B. Planting tablets: Agraform 21 gram slow release fertilizer tablets or approved equal.
- C. Compost: Premium grade compost ('9 Kids Compost' or approved equal).
- D. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; minimum pH value of 5.4 and maximum 7.0; organic matter to exceed 1.5%, magnesium to exceed 100 units; phosphorus to exceed 150 units; potassium to exceed 120 units; soluble salts/conductivity not to exceed 900 ppm/0.9 mmhos/GC in soil.
- E. Sand: Clean, screened inorganic masonry sand. Silica sand only. River sand not acceptable. Mathis sand, Wright Materials, Plant 3 masonry sand (361) 387-0293 or approved equal
- F. Mulch:
 1. Shrub and Ground Cover Planting Areas: Grade A Shredded Hardwood; long, fibrous bark strands free from wood chips. Texas Natives or Approved Equal.
 2. Watering basins: Grade A Shredded Hardwood; long, fibrous bark strands free from wood chips. Texas Natives or Approved Equal.
- G. Plants:
 1. General: Provide plant materials that are healthy and free from disease, insects, and larvae

SECTION 02900 – PLANTING

and without damage to bark, branches, and roots.

2. Approval: All plants must be approved by Owner/SSP Design prior to installation. Any plants not approved by Owner/SSP Design shall be subject to rejection. All trees/palms must be inspected, approved and tagged by Owner/SSP Design at their place of origin or as directed in writing by Owner/SSP Design. Container grown trees shall be obtained by Glen Flora Farms, Inc. or approved equal.
3. Sizes: Measured after pruning and in accordance with the plant schedule.
4. Root Treatment: As follows in accordance with the Reference Standards:
 - a) Palms: Balled and burlapped or containerized if they have been in the container for at least one growing season.
 - b) Trees, Shrubs, Ground Cover Plants: Container grown with a well-established fibrous root system.
5. Palms: All new palms shall be field dug or containerized material in specified sizes shown in plant schedule. All palms shall have good form (straight trunks) consistent of its species, free of scares/abrasions/burn marks and disease and insects, with large healthy root systems. Rootballs sizes for B/B material must meet the following minimum specifications:
 - a) Sabal Palms - 44" diameter, 36" height
 - b) Washingtonia Palms - 44" diameter, 36" height
 - c) Cuban Royal Palms, Mediterranean Fan Palms, Cocos Palms - 30" diameter, 30" height

H. Staking material:

1. Tree stakes shall be commercial grade T-Posts, 1.25 Gauge, 8' Ht., Green with orange safety caps on tops. Note: Do not drive through stakes through root balls.
2. Tree ties shall be Poly Chain Lock – 1" width, black, ProLock or approved equal
3. Palm stakes shall be treated timber braces, stakes, and battens including burlap protection and steel straps sized per palm planting detail. Ground stakes must be at least 48" in length with at least 42" securely embedded in undisturbed soil.
4. All staking to be removed at the end of the maintenance period or at final acceptance, whichever is later.

I. Edging:

1. Concrete Edging: Extruded, colored, fibermesh reinforced concrete edging (per details) *Curb Appeal (or approved equal)*
2. Tree Rings: 4" Ht., 30" Dia., Black Anodized Aluminum tree rings. *Dreamscapes (or approved equal)*
3. Aluminum edging: 4" Ht., Black Anodized Aluminum Edging. *Dreamscapes (or approved equal)*

2.2 PLANTING SOILS

- A. Planting Mix: 75 percent sandy-loam topsoil; 25 percent premium compost; (3:1 ratio by volume); and specified fertilizer or planting tablets.
- B. Shrub and Ground Cover Areas:
 1. Where no topsoil has been installed: Remove twelve inches of existing soil and replace with ten inches of 'Planting Mix' as described in Item A above.

SECTION 02900 – PLANTING

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine the site and conditions under which landscape work is to be performed. Have the installer notify the Contractor in writing, with a copy to SSP Design if the site is unsatisfactory. Do not begin the work until unsatisfactory conditions have been corrected in a manner acceptable to installer. Beginning of work indicates acceptance of the site as satisfactory by the installer.

3.02 EXECUTION

- A. Site Preparation: Contractors must visit and review site prior to bidding. Compacted soils and sub-soils from construction activities must be ripped and tilled until a loose, friable and free-draining condition is met. All existing weeds, grass, stabilized sub-base material, rubble, excavated soil and other material shall be removed from the site and disposed of by the contractor prior to starting any new landscape work. Soil conditions around entire site must be approved by Owner/SSP Design prior to rough and finished grading operations. Contractor shall not install any fill or topsoil in landscape areas prior to site condition approval by Owner/SSP Design.
- B. Drainage: Landscape contractor shall follow grading as shown and specified on Civil Engineer's grading plans. Landscape contractor shall coordinate grading operations with site contractor. Landscape contractor shall ensure final grades conform to the Civil Engineer's grading plan including grades around building, swales, sidewalk under-drains/swales, roof drains, splash blocks and rock swales through planting beds.
- C. Vegetation Protection: Contractors are responsible for protection of existing vegetation labeled on plans "to remain". Protection of existing vegetation includes supply and installation of protective fencing around all existing planting areas.
- D. Bed Preparation and herbicide: All planting areas shall be free of weeds, grass, insects, or any other deleterious material prior to bed preparation. Contractor shall herbicide all planting areas with 'RoundUp' or approved equal at least two times prior to installation of any new plants. Pre-emergent herbicide shall be applied after planting and before placement of mulch.
- E. Planting Beds: Excavate 12" of existing soil within planting beds and replace with 8" of imported topsoil and 2" of premium compost. Mechanically till into top six inches of bed until a loose, friable soil condition is met. Final grades within all planting beds shall be 3" below building weep holes and adjacent curbs to allow for 2" layer of mulch. Contractor to ensure positive drainage throughout all landscape areas. Adjust grades as necessary to direct water away from buildings, structures and planting beds. Report any discrepancies on all drainage issues in writing to Construction Manager or the Civil Engineer. Owner or SSP Design to approve planting beds prior to planting operations.
- F. Edging: Edging shall be installed as shown on plans. Edging shall allow for tapered drainage points (10 feet on center or less) to ensure free drainage away from all structures and walkways. Edging shall be set flush with adjacent paving, sidewalks or driveways.

SECTION 02900 – PLANTING

- G. Grass Areas: Scarify, float and fine grade all areas to receive sod or hydromulch for approval by SSP prior to placement of sod or application of hydromulch. Supply additional topsoil as necessary to fill any/all low areas and ensure positive drainage away building / planting beds. (see specification on lawns for further requirements).
- H. Berms and Mounding: Supply topsoil and construct berms as indicated on plans. Berms shall have a maximum slope of 1:4. Owner or Construction manager to approve berming and mounding prior to planting operations.
- I. Planting:
 - 1. Installation:
 - a) Excavate planting pit and french drains to depth and width indicated on details in drawings.
 - b) Set root ball on undisturbed or compacted soil in planting pit. Remove burlap, rope, wire, and all other wrapping material from top of ball. Remove any binding rope which is not biodegradable completely. Top of root ball shall be set 1" above adjacent finished grade.
 - c) Fill planting pit 2/3 full with planting mix, soak with water and allow settling, and adding fertilizer tablets as detailed. Finish filling pit with planting mix and tamp lightly.
 - d) Construct a watering basin as detailed (or install aluminum edge tree ring) and install 2 in. layer of mulch. Water-in to completely saturate the root ball and planting mix. Add planting mix where any settling or air pockets occur.
 - e) Stake all trees/palms immediately after planting as detailed.
 - 2. Palms: New Washingtonia palms shall be cleaned (skinned) completely of their leaf stem bases and fibers to a height 4 feet below the crown. Sabal palms shall be planted with their leaf stem bases remaining but cleaned and trimmed evenly. All palms shall be planted with several petioles or fronds tied up straight with natural twine. Remaining fronds shall be trimmed or 'hurricane cut' to lighten wind load on terminal bud. Contractor is responsible for removing or cutting the twine supporting the fronds at the appropriate time. All palms must be inspected and approved on site by SSP Design prior to installation.
 - 3. Shrubs: All plants shall be of species denoted on plans and shall be container-grown material at specified sizes. All plants shall be of size equal or greater than T.A.N. standards for their respective container size. All material shall be vigorous, well established, of good form consistent of species, free of disease and insects, with large healthy root systems and with no evidence of being restricted or damaged. All plants shall be inspected and approved on site by SSP Design prior to installation.

SECTION 02900 – PLANTING

4. Planting Holes: All tree/palm holes shall be excavated with a diameter at least two times the rootball size and to a depth equal to the height of the rootball. The bottoms and sides of each hole shall be scarified with a pick to allow for free drainage and maximum root penetration. After tree/palm placement, the hole shall be backfilled with a mixture of excavated soil and premium compost mixture (9 Kids Compost or approved equal). All holes shall be tested/inspected by SSP Design for free drainage prior to installation of trees.
5. Tree Rings: Tree rings shall be installed on trees within grass areas as indicated on plans. Tree rings are to be aluminum edge or extruded concrete per plans and details. A minimum of 2 inches of specified mulch shall be placed within the tree rings. Tree rings must be maintained and kept free of weeds during the entire maintenance period.
6. Watering Basins: Watering basins for all trees/palms that do not include a tree ring shall be constructed in a ring shape around each tree or palm trunk. This earthen berm shall be constructed 6" in height and 36" in diameter so as to hold water and allow infiltration around root ball. A minimum of 2 inches of specified mulch shall be placed within the watering basin. Watering basins must be maintained and kept free of weeds during the entire maintenance period.

J. Insect and Disease Control: Apply treatment as frequently as required during construction and 90-day maintenance period to prevent damage to plant material. Use only chemicals specifically approved by TNRCC.

K. Pruning: All existing and new vegetation shall be pruned/trimmed by a Certified I.S.A. Arborist as directed on site by SSP Design.

3.03 CLEANUP AND PROTECTION

- A. Remove debris from landscaped areas daily and sweep clean adjacent pavements, if soiled by landscape activities.
- B. Provide temporary barriers or fences as required to protect landscaping from any type of damage or theft until final acceptance.

3.04 CLOSE-OUT DOCUMENTS

- A. As-Built Drawings: Submit ‘As-Built’ drawings before project close-out showing the landscape layout, including revised plant material, and other installation information.
- B. Warranty Letters: Submit warranty letters for trees / palms / lawns / shrubs / pavers / furniture / masonry / stone / amenities.

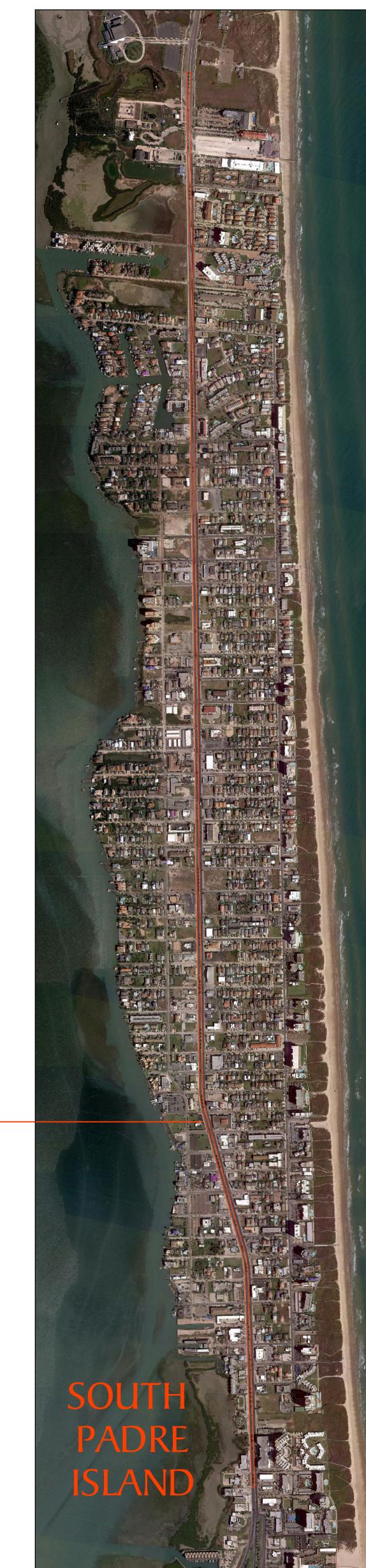
END OF SECTION



Padre Boulevard Median Improvements

Owner - City of South Padre Island

Elected Officials	City Staff
MAYOR Patrick McNulty	CITY MANAGER Randy Smith
MAYOR PRO-TEM Rees Langston	Director of Operations/ Deputy City Manager Wendi Delgado
CITY COUNCIL MEMBER Lisa Graves	CITY SECRETARY Angelique Soto
CITY COUNCIL MEMBER Aarin Hartwell	PUBLIC WORKS DIRECTOR/CITY ENGINEER Carlos A. Sanchez
CITY COUNCIL MEMBER Ken Medders, Jr.	ASST. PUBLIC WORKS DIRECTOR Jon Wilson
CITY COUNCIL MEMBER Joe Ricco	



Location Map

Drawing Schedule

L1.00	Cover Sheet
L2.00	Layout/Landscape Plan
L2.01	Layout/Landscape Plan
L2.02	Layout/Landscape Plan
L2.03	Layout/Landscape Plan
L2.04	Layout/Landscape Plan
L2.05	Layout/Landscape Plan
L2.06	Landscape Plan (Enlargements)
L2.07	Landscape Schedules and Details

PADRE BOULEVARD
MEDIAN IMPROVEMENTS
South Padre Island, Texas

01/21/28 - ISSUE FOR REVIEW SSP
date no revision history check

owner

City of
South Padre Island

project management

irrigation

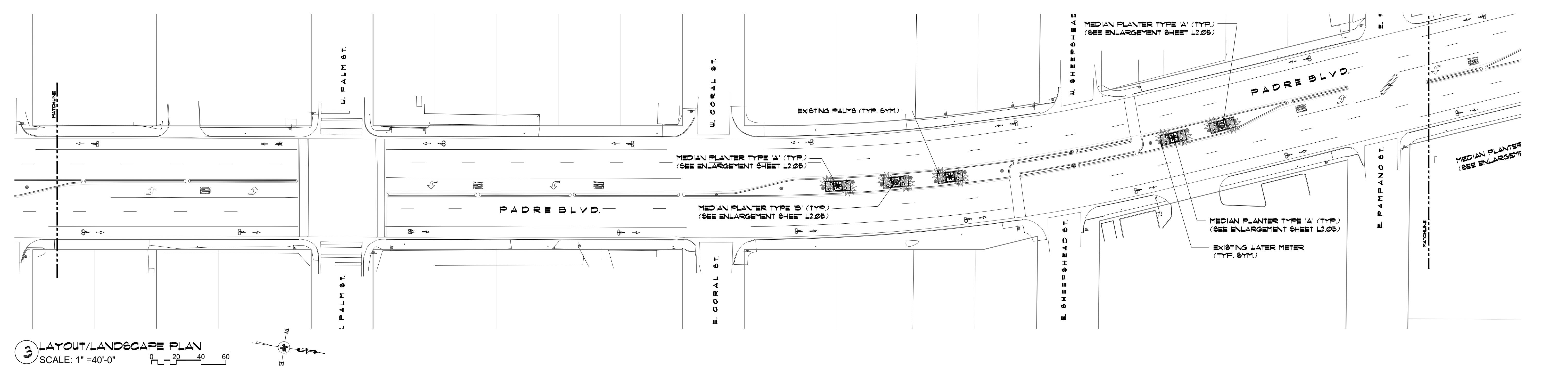
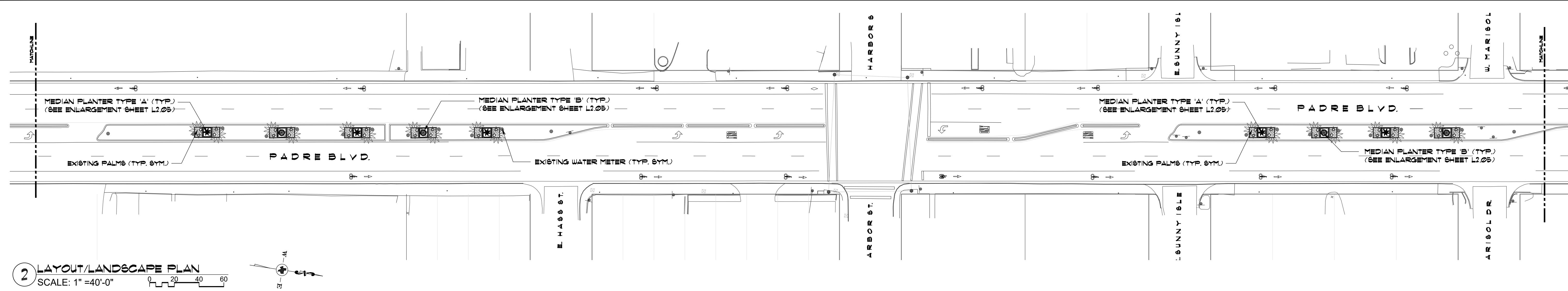
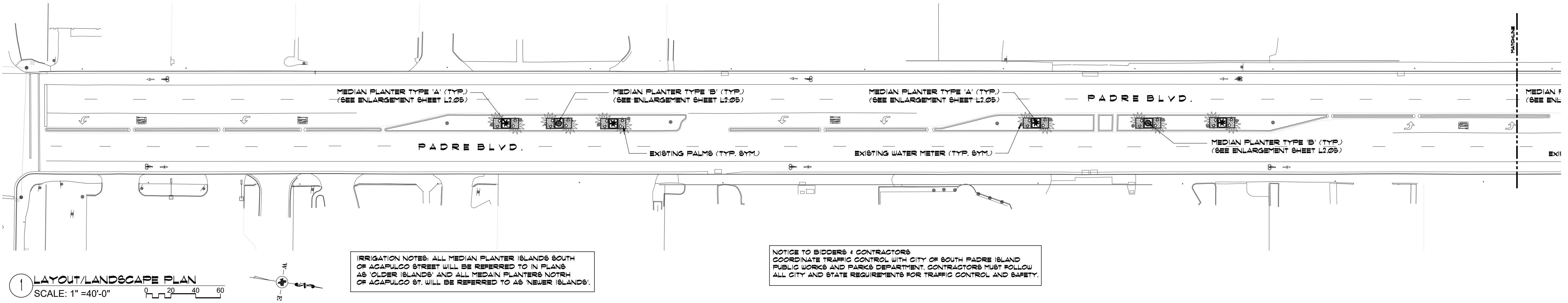
landscape design

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drawing title
Cover Sheet
scale AS SHOWN
approved
proj no
discipline drawing number rev no.
L1.00

PADRE BOULEVARD MEDIAN IMPROVEMENTS

South Padre Island, Texas

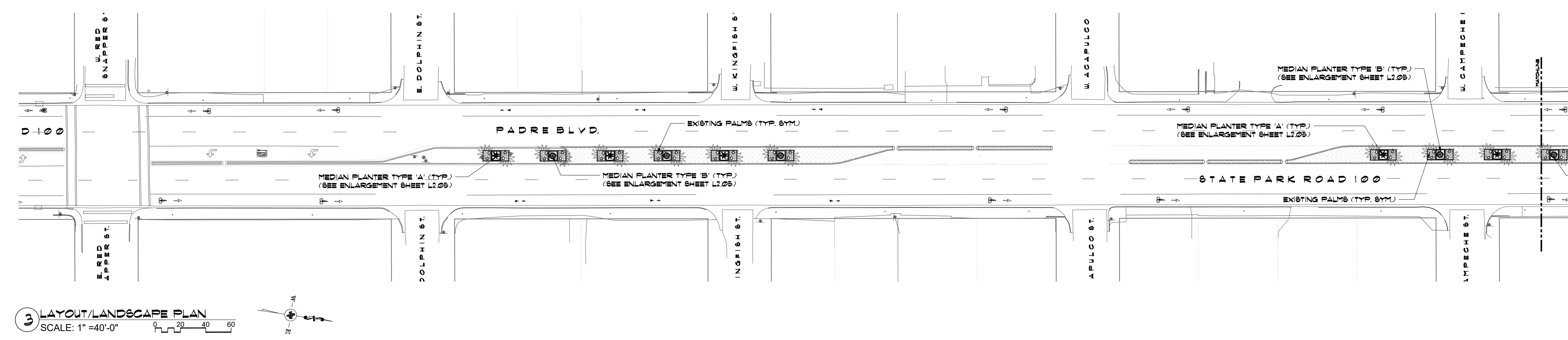
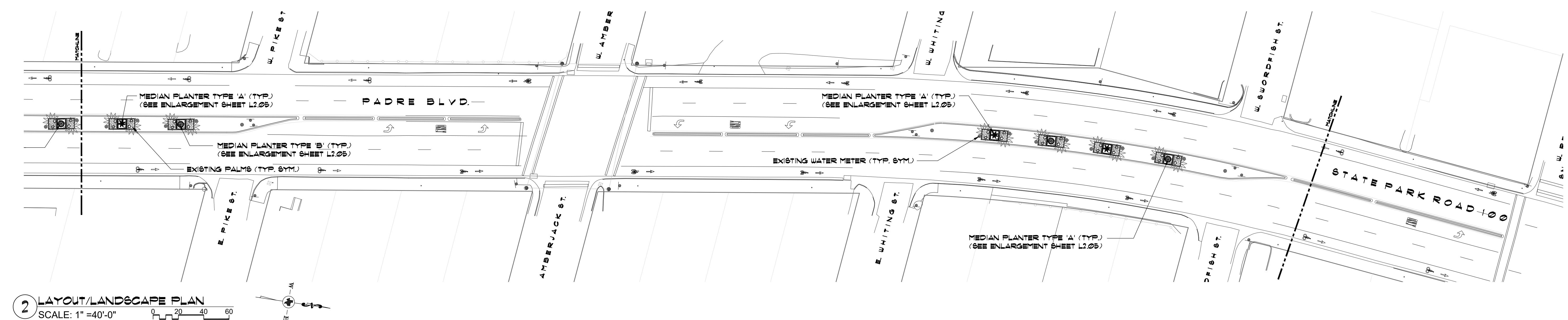
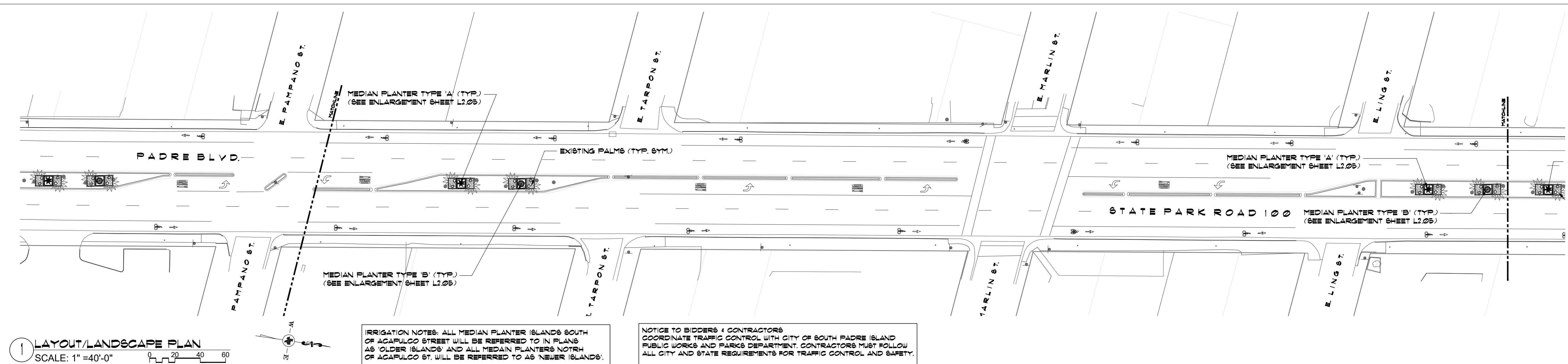


01/21/26 - ISSUE FOR REVIEW SSP
date no revision history check
owner
South Padre
ISLAND
City of
South Padre Island
project management
irrigation
landscape design
SSP
Design
789 EAST WASHINGTON STREET
BROWNSVILLE, TX 78520
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FAX (956) 547-3977
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WWW.SSPDESIGN.COM

drawing title
Layout/Landscape
Plan
scale AS SHOWN
approved
proj no
discipline drawing number rev no.
L2.00

PADRE BOULEVARD MEDIAN IMPROVEMENTS

South Padre Island, Texas



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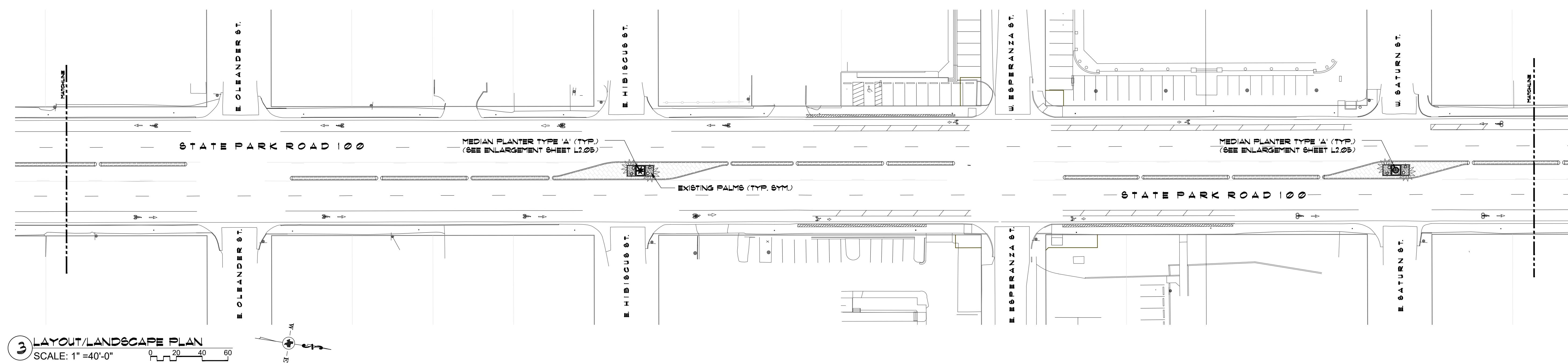
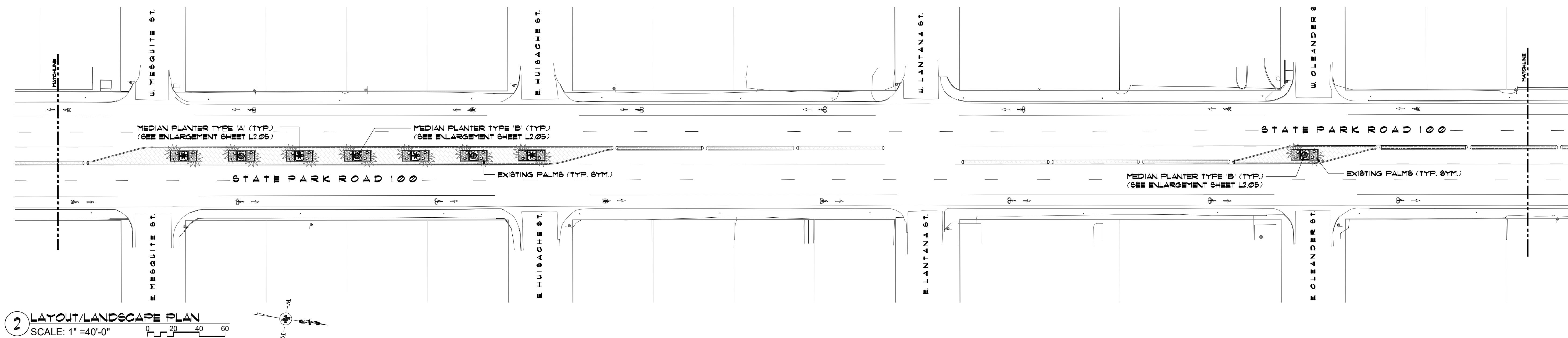
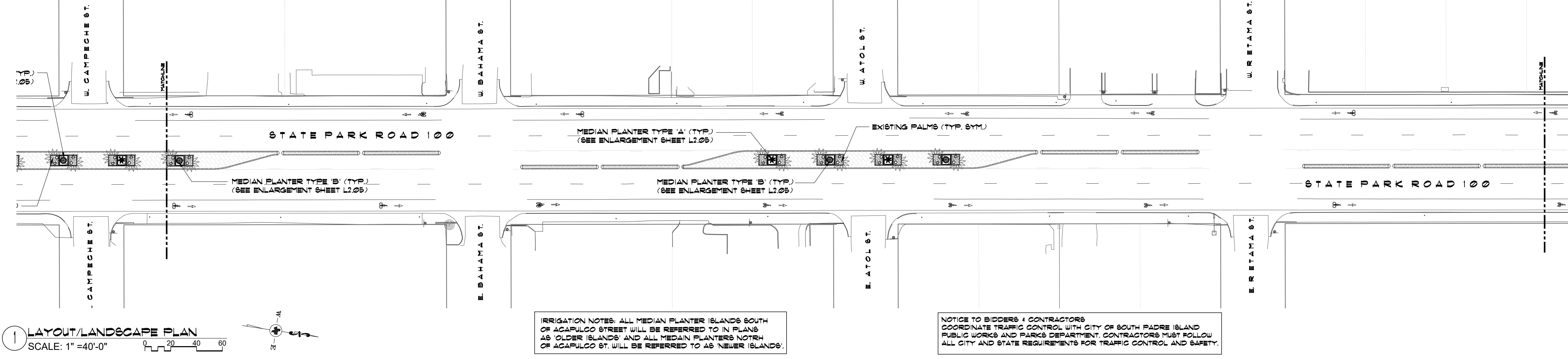
landscape design

789 EAST WASHINGTON STREET
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PADRE BOULEVARD MEDIAN IMPROVEMENTS

South Padre Island, Texas



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drawing title

Layout/Landscape
Plan

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proj no

discipline

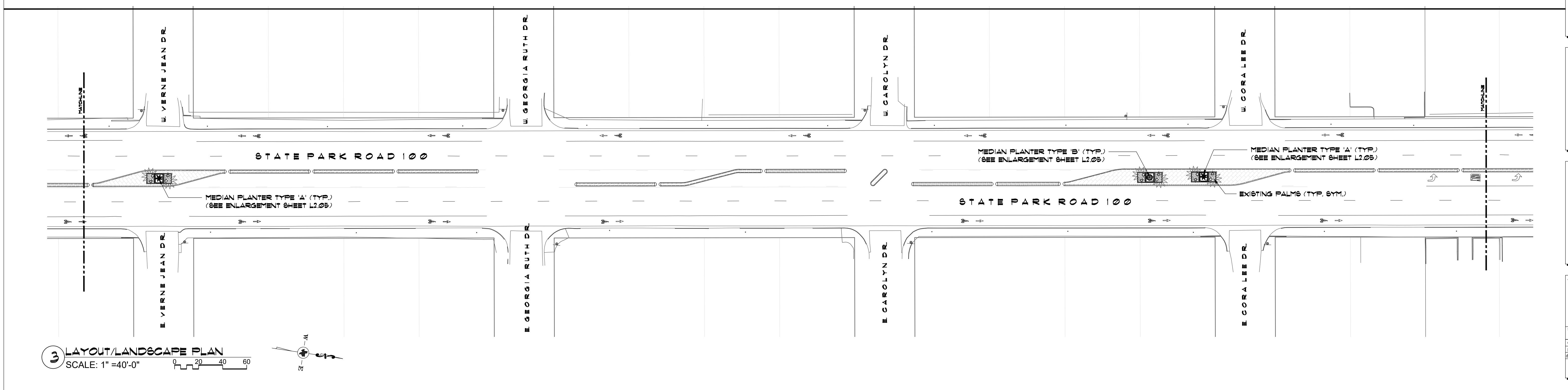
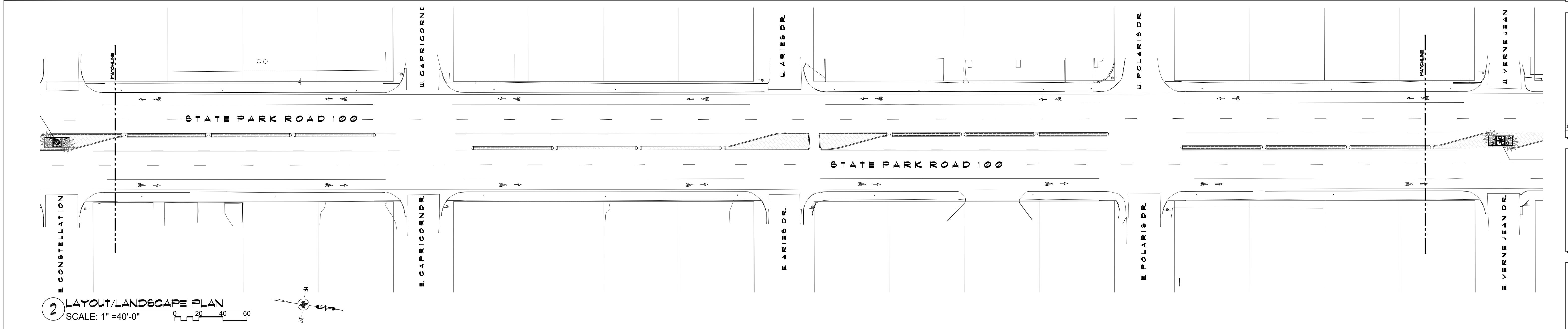
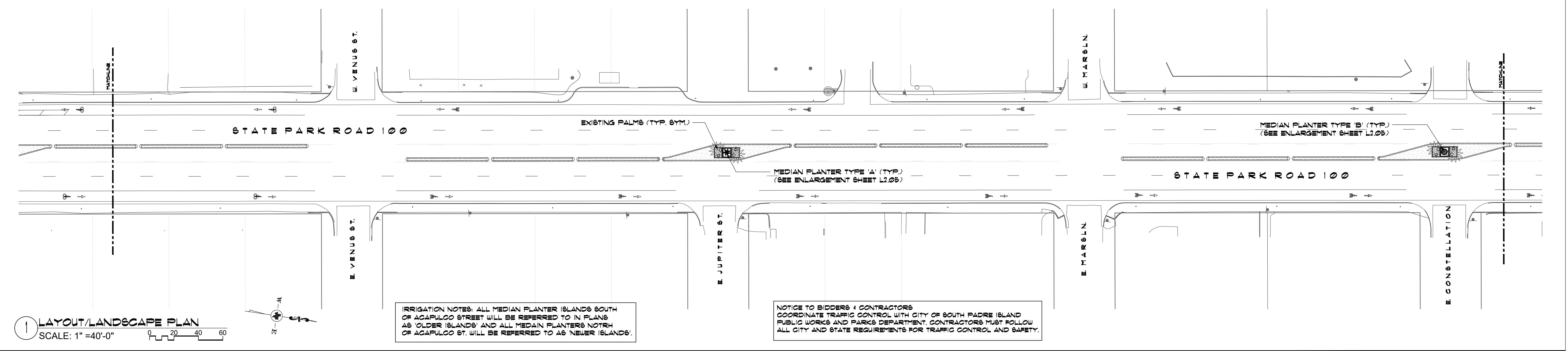
drawing number

rev no.

L2.02

PADRE BOULEVARD MEDIAN IMPROVEMENTS

South Padre Island, Texas



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owner
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ISLAND
City of
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drawing title

Layout/Landscape
Plan

scale AS SHOWN

approved

proj no

discipline

drawing number

rev no.

L2.03

PADRE BOULEVARD MEDIAN IMPROVEMENTS

South Padre Island, Texas

1 LAYOUT/LANDSCAPE PLAN

SCALE: 1" = 40'-0"

0 20 40 60

IRRIGATION NOTES: ALL MEDIAN PLANTER ISLANDS SOUTH OF ACAPULCO STREET WILL BE REFERRED TO AS 'NEW ISLANDS' AND ALL MEDIAN PLANTERS NORTH OF ACAPULCO ST. WILL BE REFERRED TO AS 'NEVER ISLANDS'.

NOTICE TO BIDDERS & CONTRACTORS
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2 LAYOUT/LANDSCAPE PLAN

SCALE: 1" = 40'-0"

0 20 40 60

MEDIAN PLANTER TYPE 'B' (TYP.)
(SEE ENLARGEMENT SHEET L2.05)

MEDIAN PLANTER TYPE 'A' (TYP.)
(SEE ENLARGEMENT SHEET L2.05)

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City of
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drawing title
Layout/Landscape Plan

scale AS SHOWN
approved
proj no
discipline
drawing number
rev no.

L2.04

3 LAYOUT/LANDSCAPE PLAN

SCALE: 1" = 40'-0"

0 20 40 60

MEDIAN PLANTER TYPE 'A' (TYP.)
(SEE ENLARGEMENT SHEET L2.05)

MEDIAN PLANTER TYPE 'B' (TYP.)
(SEE ENLARGEMENT SHEET L2.05)

EXISTING PALMS (TYP. SYM.)

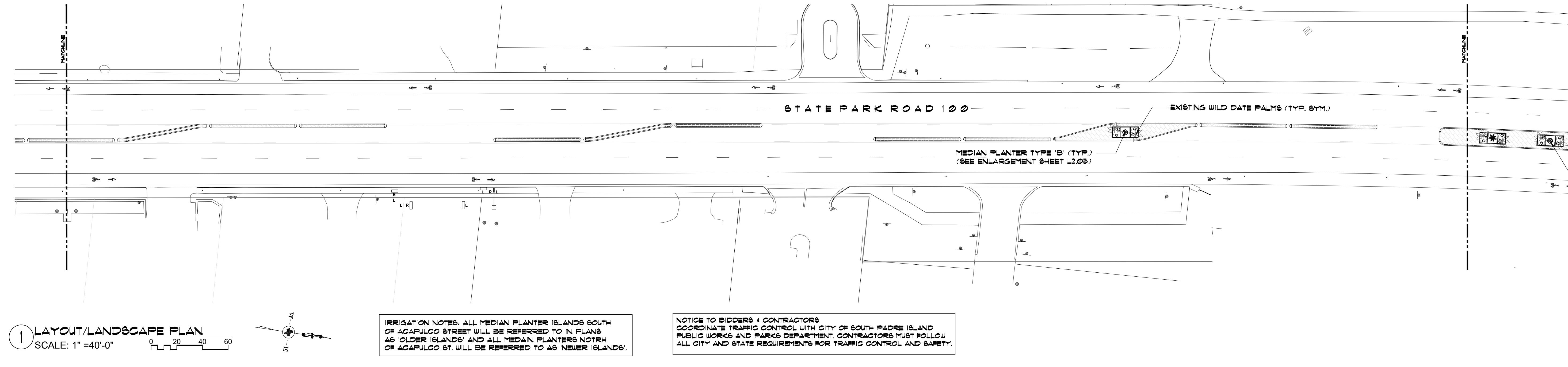
3 LAYOUT/LANDSCAPE PLAN

SCALE: 1" = 40'-0"

0 20 40 60

**PADRE BOULEVARD
MEDIAN IMPROVEMENTS**

South Padre Island, Texas



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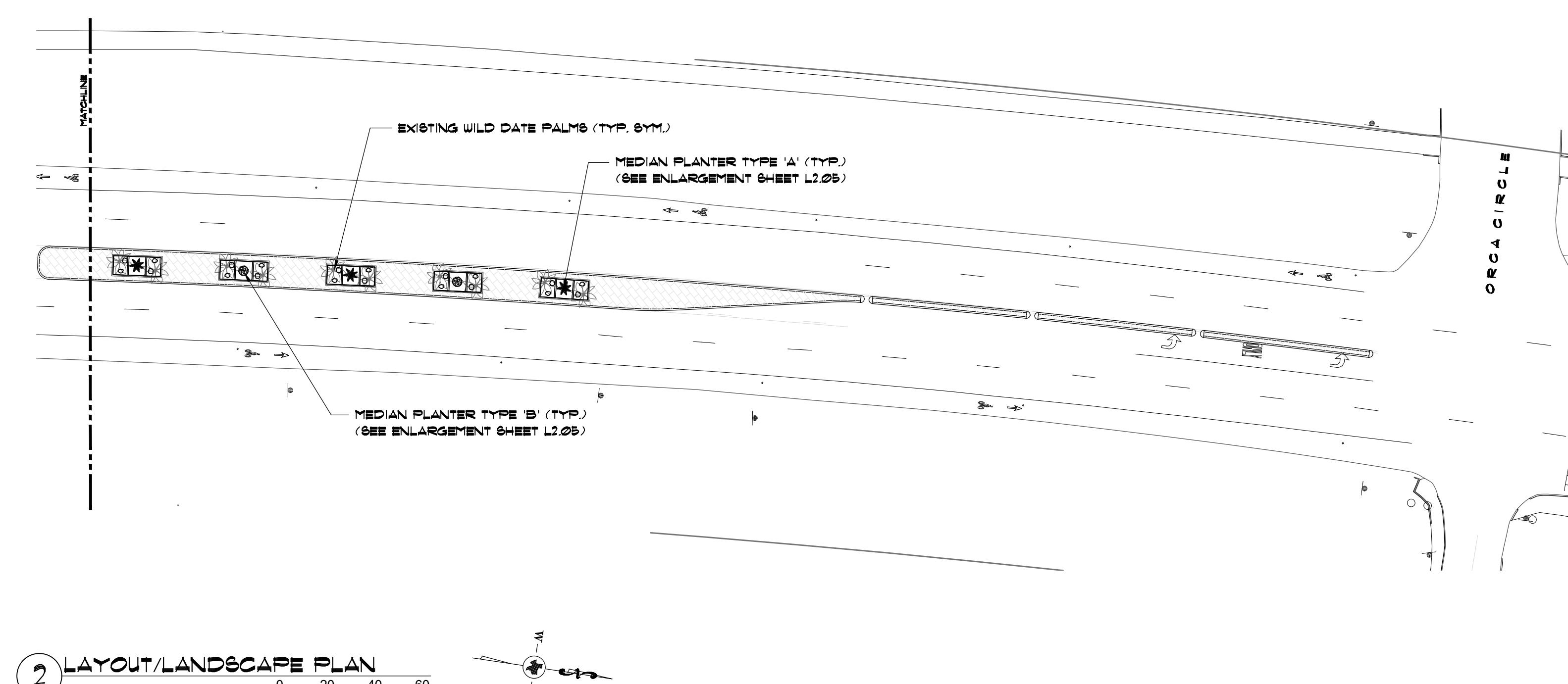
owner

City of
South Padre Island

project management
irrigation
landscape design

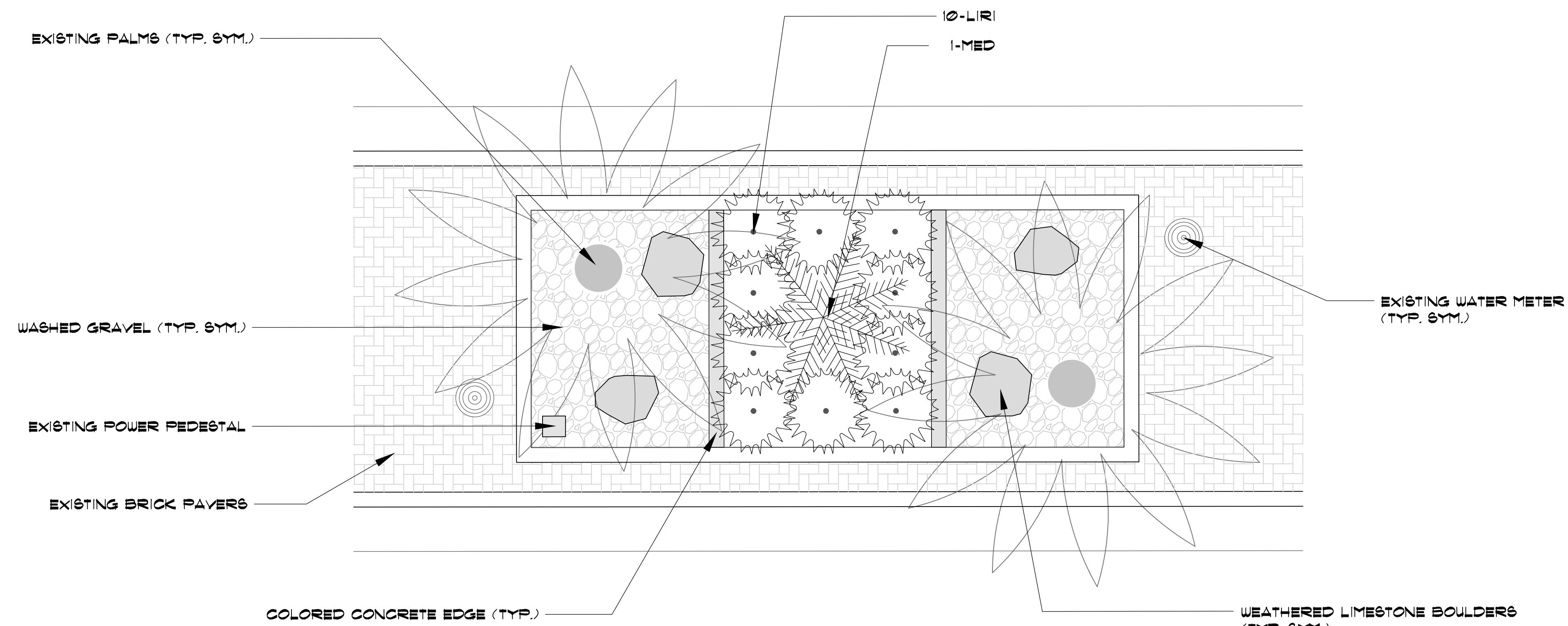
789 EAST WASHINGTON STREET
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drawing title
Layout/Landscape Plan
scale AS SHOWN
approved
proj. no.
discipline drawing number rev. no.
L2.05



PADRE BOULEVARD MEDIAN IMPROVEMENTS

South Padre Island, Texas



1 LANDSCAPE PLAN - MEDIAN PLANTER TYPE 'A'

SCALE: 3/8" = 1'-0"

IRRIGATION NOTES: ALL MEDIAN PLANTER ISLANDS SOUTH OF ACAPULCO STREET WILL BE REFERRED TO IN PLANS AS 'OLDER ISLANDS' AND ALL MEDIAN PLANTERS NORTH OF ACAPULCO ST. WILL BE REFERRED TO AS 'NEWER ISLANDS'. IRRIGATION SYSTEM IS EXISTING WITH EXISTING METERS AND BACKFLOW PREVENTERS.

COST FOR IRRIGATION REPAIRS AND DEMO SHALL BE COMPENSATED THROUGH AN ALLOWANCE AS SHOWN ON BID FORM. CONTRACTORS SHALL BE REQUIRED TO SUBMIT DETAILED ITEMIZED COSTS FOR ALL IRRIGATION DEMO, REPAIRS, ADDITIONS TO BE REVIEWED BY SSP/GPI FOR ANY PAYMENTS WITHIN THE ALLOWANCE AMOUNT.

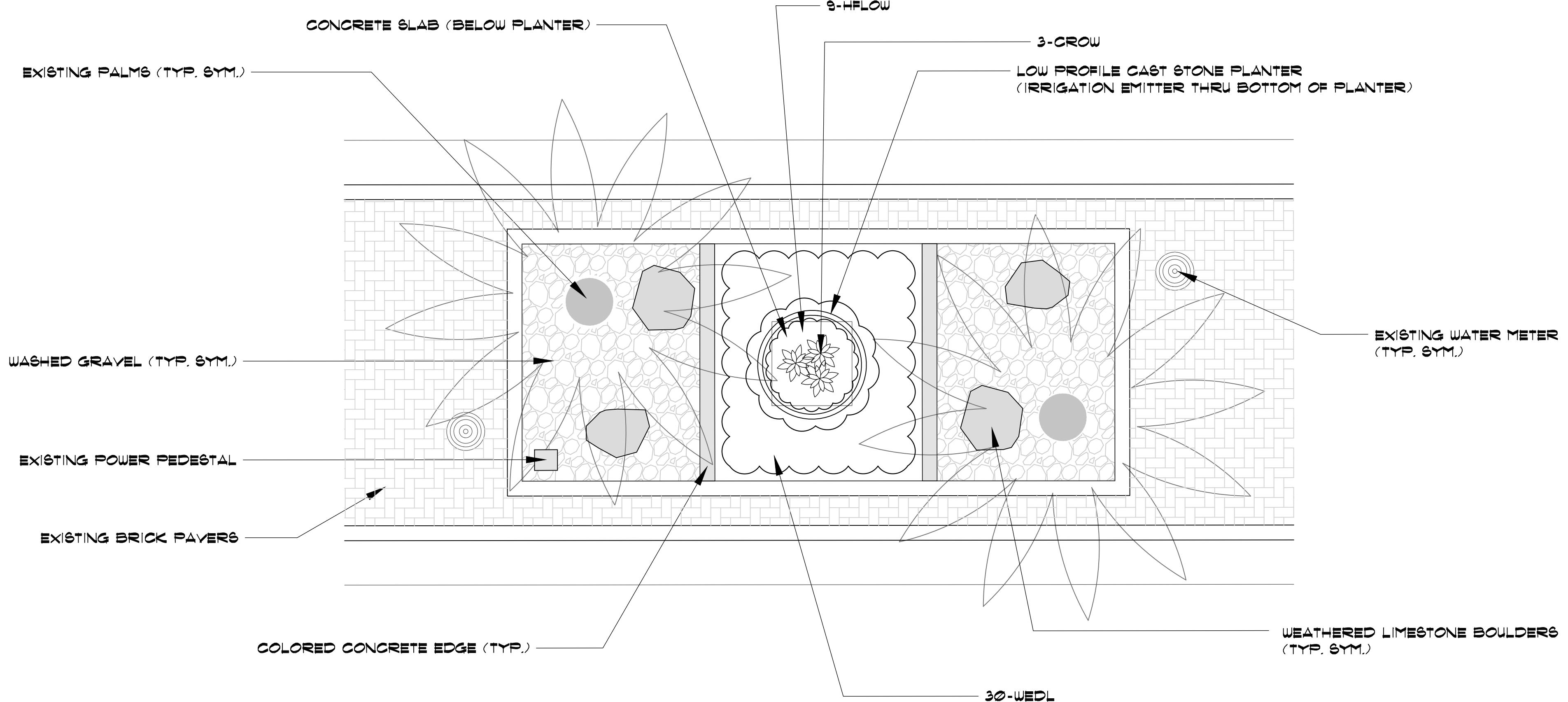
IRRIGATION NOTE (FOR 'OLDER PLANTERS')

1. REMOVE EXISTING VALVE AND 1ST NODE CONTROLLER
2. REMOVE LATERALS AND REROUTE MAINLINE TO ALLOW FOR NEW LAYOUT AND PLANTING AS PER PLANS.
3. CONNECT TO EXISTING MAINLINE AND ADD (2) HUNTER IVC VALVES WITH PRESSURE REGULATORS AND 'Y' SCREEN (ADD LATERALS FOR VALVES AS REQUIRED)
4. ADD (1) TWO STATION NODE TO EACH PLANTER
5. (2) 14 x 17" RAINBIRD VALVE BOXES

IRRIGATION NOTE (FOR 'NEWER ISLANDS')

1. REROUTE MAINLINE, LATERALS AND VALVES TO ALLOW FOR NEW LAYOUT AND PLANTING AS PER PLANS.
2. RETROFIT EXISTING BUBBLER ZONES PREVIOUSLY USED ON PALMS FOR PLANTER AREAS.
3. ADD PRESSURE REGULATOR AND 'Y' FILTER TO BUBBLER ZONES.
4. REPLACE ALL NODES (TWO STATION).

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2 LANDSCAPE PLAN - MEDIAN PLANTER TYPE 'B'

SCALE: 3/8" = 1'-0"

IRRIGATION NOTES: ALL MEDIAN PLANTER ISLANDS SOUTH OF ACAPULCO STREET WILL BE REFERRED TO IN PLANS AS 'OLDER ISLANDS' AND ALL MEDIAN PLANTERS NORTH OF ACAPULCO ST. WILL BE REFERRED TO AS 'NEWER ISLANDS'. IRRIGATION SYSTEM IS EXISTING WITH EXISTING METERS AND BACKFLOW PREVENTERS.

COST FOR IRRIGATION REPAIRS AND DEMO SHALL BE COMPENSATED THROUGH AN ALLOWANCE AS SHOWN ON BID FORM. CONTRACTORS SHALL BE REQUIRED TO SUBMIT DETAILED ITEMIZED COSTS FOR ALL IRRIGATION DEMO, REPAIRS, ADDITIONS TO BE REVIEWED BY SSP/GPI FOR ANY PAYMENTS WITHIN THE ALLOWANCE AMOUNT.

IRRIGATION NOTE (FOR 'OLDER PLANTERS')

1. REMOVE EXISTING VALVE AND 1ST NODE CONTROLLER
2. REMOVE LATERALS AND REROUTE MAINLINE TO ALLOW FOR NEW LAYOUT AND PLANTING AS PER PLANS.
3. CONNECT TO EXISTING MAINLINE AND ADD (2) HUNTER IVC VALVES WITH PRESSURE REGULATORS AND 'Y' SCREEN (ADD LATERALS FOR VALVES AS REQUIRED)
4. ADD (1) TWO STATION NODE TO EACH PLANTER
5. (2) 14 x 17" RAINBIRD VALVE BOXES

IRRIGATION NOTE (FOR 'NEWER ISLANDS')

1. REROUTE MAINLINE, LATERALS AND VALVES TO ALLOW FOR NEW LAYOUT AND PLANTING AS PER PLANS.
2. RETROFIT EXISTING BUBBLER ZONES PREVIOUSLY USED ON PALMS FOR PLANTER AREAS.
3. ADD PRESSURE REGULATOR AND 'Y' FILTER TO BUBBLER ZONES.
4. REPLACE ALL NODES (TWO STATION).

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owner
South Padre Island
City of South Padre Island

project management

irrigation

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drawing title

Median Landscape
Plans (Type A & B)

scale AS SHOWN
approved
proj. no.
discipline drawing number rev. no.
L2.06

1

PADRE BOULEVARD MEDIAN IMPROVEMENTS

South Padre Island, Texas

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	TYPE	SIZE	SPACING	QTY
	PALMS/CYCADS					
MED	CHAMAEROPS HUMILIS	MED. FAN PALM (SINGLE TRUNK)	B/B	60" TRUNK	AS.	42
SABL	SABAL TEXANA	TEXAS SABAL PALM	B/B	8-10" TRUNK	AS.	3
CROW	EUPHORbia SPLENDENS VAR. MILII	CROWN OF THORNS	B GAL	18" HT-BUSHY	AS.	117
LIRI	LIRIOPE MUSCARIA	LIRIOPE MAJESTIC	3 GAL	18" HT-BUSHY	AS.	420
	GROUNDCOVERS/VINES					
HFLO	APtenia CORDIFOLIA	HEARTS AND FLOWERS	4" POTS		18" O.C.	351
WEDE	WEDELLIA TRILOBATA	WEDELLIA	4" POTS		18" O.C.	110

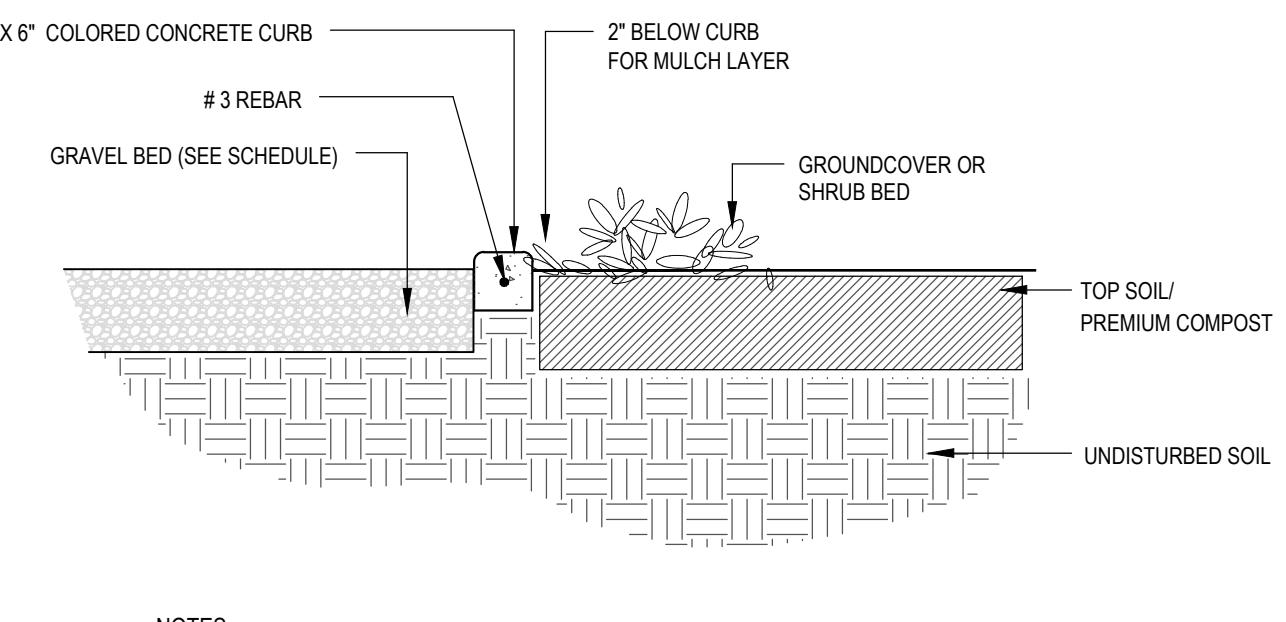
NOTICE TO BIDDERS & CONTRACTORS
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PUBLIC WORKS AND PARKS DEPARTMENT. CONTRACTORS MUST FOLLOW
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MATERIAL SCHEDULE

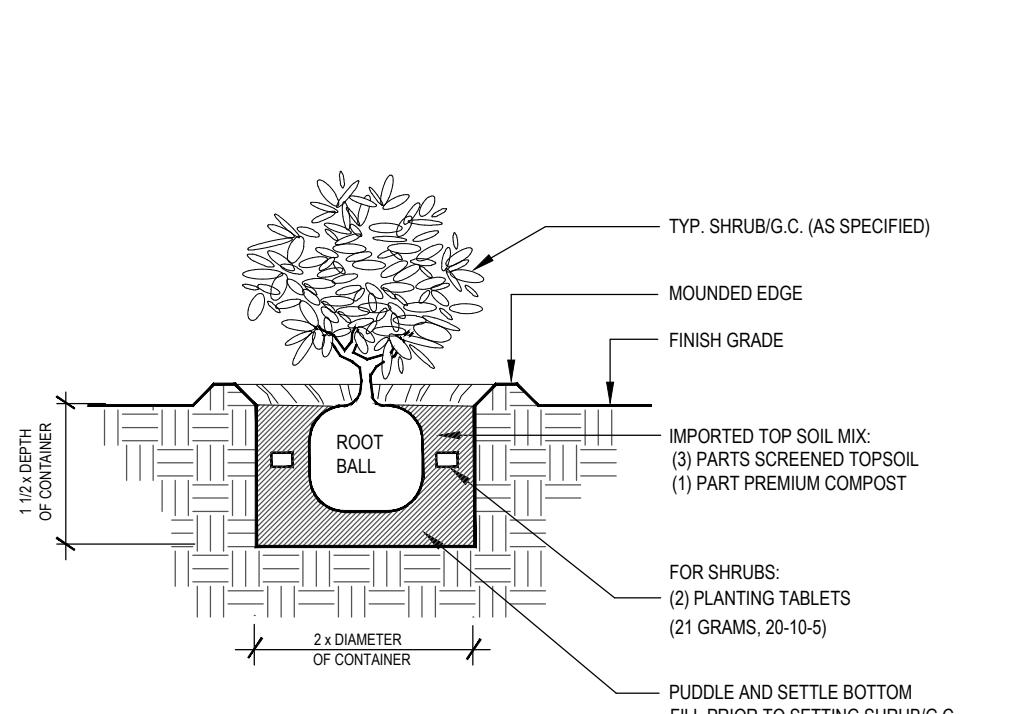
DESCRIPTION	NOTES	QUANTITY
DEMO	DEMO/CLEANUP OF MEDIAN ISLANDS (PARTIAL SKINNING OF PALMS) AS DIRECTED BY SSP DESIGN.	1
PREMIUM COMPOST **	2" PREMIUM COMPOST (NINE KIDS COMPOST) FOR PLANTING MIX IN AREAS AS SHOWN IN PLANS/DETAILS	20 C.Y.
SCREENED TOP SOIL	8" FOR ALL PLANTING BEDS	100 C.Y.
MULCH (HARDWOOD)	2" MIN. FOR ALL PLANTING BEDS AND WATERING BASINS (TEXAS NATIVES SHREDDED HARDWOOD MULCH)	400 BAGS (2 CF.)
HERBICIDE	ALL PLANTING BED AREAS AS SPECIFIED	3,650 SF.
FERTILIZER	ALL PLANT MATERIAL PER DETAILS	--
PLANTING TABLETS	PER DETAILS / AS SPECIFIED	--
PRE-EMERGENT	ALL PLANTING BED AREAS AS SPECIFIED	3,650 SF.
POTTING MIX	MIRACLE-GRO MOISTURE CONTROL POTTING MIX (5 BAGS PER PLANTER)	156 BAGS (2 CF.)
GUYING / STAKING	ALL TREES/PALMS WITH SAFE-T CAPS ON POSTS PER DETAILS	--
CONCRETE CURB	6 X 6" COLORED CONCRETE CURB (TEXAS BUFF) WITH # 3 RE-BAR AS PER PLANS/DETAILS	1300 LF.
WASHED GRAVEL***	6" DEPTH WASHED DECORATIVE GRAVEL (MEDINA 5/8") AS PER PLANS	160 C.Y.
FILTER FABRIC	FABRIGRAPES NON-WOVEN FILTER FABRIC 4 OZ. AS PER PLANS AND DETAILS	9,125 SF.
LIMESTONE BOULDERS	WEATHERED LIMESTONE BOULDERS (APPROXIMATELY 12"X4"X24") AS PER PLANS	324
CONCRETE PLANTER	PARK WAREHOUSE CONCRETE PEDESTAL PLANTER (SKU: B44p120) 48" X 18" ROUND COLOR (A23 GREY ACID WASH)	39
CONCRETE PAD	6" X 3' X 3' COLORED CONCRETE PAD TEXAS BUFF UNDER PLANTER (AS PER PLANS/DETAILS)	39
IRRIGATION SYSTEM DEMO	AUTOMATIC IRRIGATION SYSTEM DEMO/ADJUSTMENTS AND ADDITIONS BY LICENSED TEXAS IRRIGATOR	--
ADDITIONS/ADJUSTMENTS	SEE NOTES ON PLANS AND IRRIGATION ALLOWANCE IN BID FORM	--
Maintenance	90 DAY MAINTENANCE AS PER PLANS/SPEC'S	--

** NINE KIDS COMPOST (956) 432-4983 OR CITY OF MCALLEN COMPOST (956) 681-4000
*** CONTRACTOR TO SUBMIT PHOTOS / SAMPLES OF ALL STONE MATERIALS FOR APPROVAL
*** VMK MATERIALS (956) 240-6166 - MISSION TEXAS

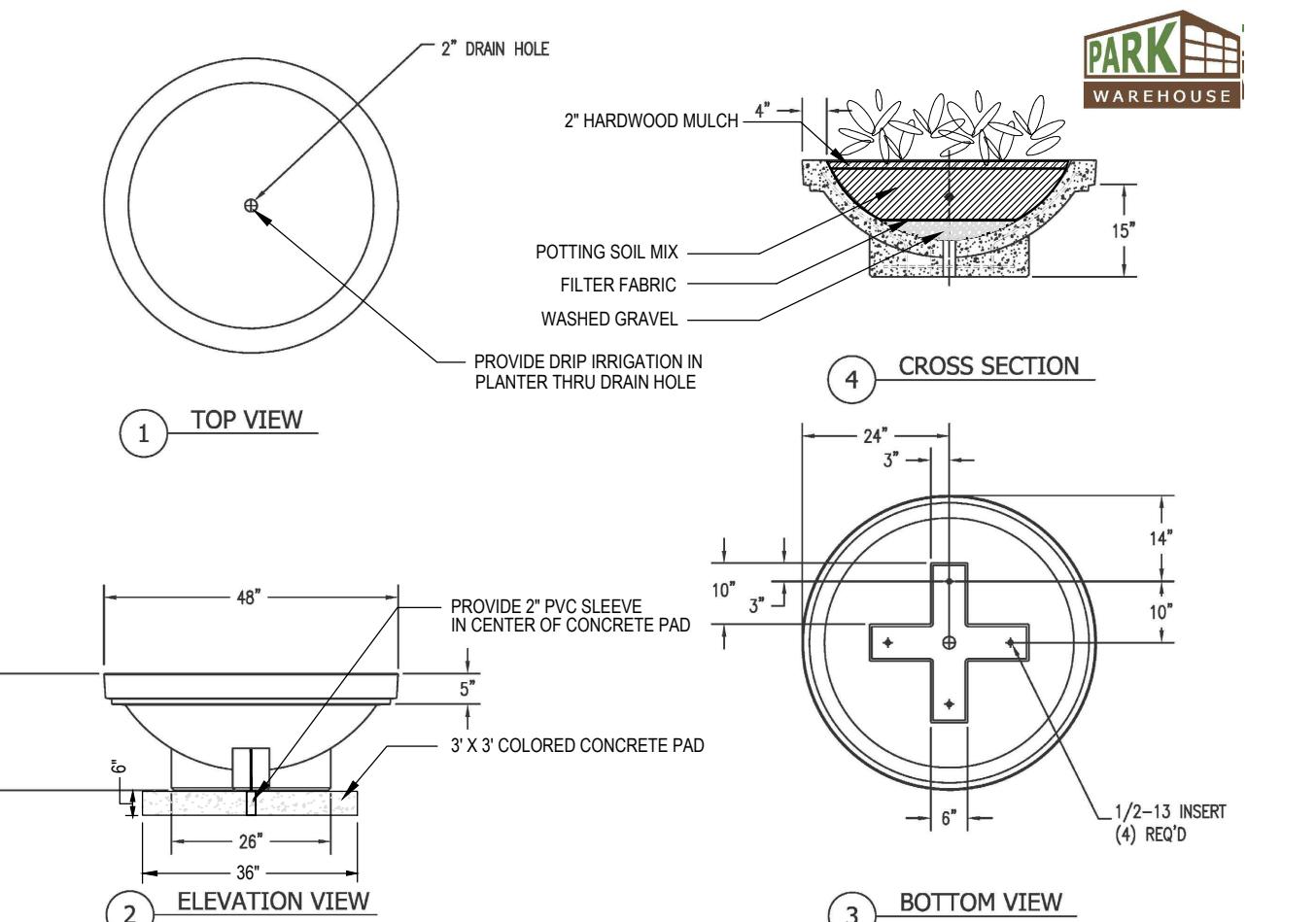
1. WORK UNDER THIS CONTRACT INCLUDES SITE REVIEW AND COORDINATION WITH EXISTING CONDITIONS. DEMO, SITE CLEANUP, EXCAVATION, BED PREP, CONCRETE PLANTERS, EDGING, PLANTING, STAKING, WASHED GRAVEL, BOULDERS, IRRIGATION MAINTENANCE AND GUARANTEE.
2. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND DIMENSIONS PRIOR TO BIDDING. QUANTITIES SHOWN IN SCHEDULE ARE FOR CONVENIENCE ONLY.
3. NOTIFY OWNER/SSP DESIGN OF ANY DISCREPANCIES IN DRAWINGS/DETAILS OR INSUFFICIENT QUANTITIES DUE TO DIFFERENCES IN PLAN AND ACTUAL FIELD CONDITIONS.
4. CONTRACTOR TO VERIFY EXACT PROPERTY LINES, PROJECT BOUNDARIES AND UTILITY EASEMENTS PRIOR TO CONSTRUCTION. ALL PROPERTY LINES AND EASEMENTS SHALL BE STAKED AND FLAGGED BY SURVEYOR AND GC.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. SPOTTING OF ALL UTILITIES IS REQUIRED.
6. NOTIFY AND MEET WITH SSP DESIGN PRIOR TO ANY CONSTRUCTION FOR VERIFICATION/INTERPRETATION OF PLANS.
7. CONTRACTOR SHALL STAKE OUT ALL BEDS, TREES, PALM LOCATIONS, AND PAVING PRIOR TO INSTALLATION FOR APPROVAL BY SSP DESIGN.
8. CONTRACTOR TO COORDINATE WITH SSP DESIGN TO ENSURE PROPER PLACEMENT OF PLANT MATERIAL.
9. NOTIFY SSP DESIGN PRIOR TO PLANTING OPERATIONS FOR APPROVAL OF ALL PLANT MATERIALS AND PLANT MATERIAL NOT APPROVED BY SSP DESIGN WILL BE SUBJECT TO REJECTION.
10. CONTRACTOR SHALL SUPPLY ADD/ADJUST IRRIGATION SYSTEM INCLUDING NODES, MAINLINE SLEEVES, LATERALS, DRIPLINE TO COVER ALL LANDSCAPE AREAS PER PLANS/DETAILS. IRRIGATION SYSTEM SHALL BE INSTALLED BY A TEXAS LICENSED IRRIGATOR ONLY.
11. CONTRACTOR SHALL REMOVE ALL EXISTING GRASS AND WEEDS BY HERBICIDING, DISKING, FLOATING AND FINE GRADING OF ENTIRE PROJECT AREA BEFORE SOIL INSTALLATION.
12. CONTRACTOR SHALL REMOVE 12" OF EXIST. SOIL WITHIN ALL BED AREAS AND REPLACE WITH IMPORTED TOP SOIL/PREMIUM COMPOST MIX.
13. CONTRACTOR SHALL CONSTRUCT 6"X36" WATERING BASINS AROUND ALL TREES/PALMS WITH A MIN. 2" LAYER OF SHREDDED HARDWOOD MULCH.
14. CONTRACTOR SHALL SUPPLY AND INSTALL EDGING AS SHOWN ON PLANS AND DETAILS.
15. CONTRACTOR SHALL ESTABLISH AND MAINTAIN ALL PLANT MATERIAL FOR 90 DAYS AFTER SUBSTANTIAL COMPLETION AND SHALL GUARANTEE ALL TREES, PALMS, AND IRRIGATION SYSTEM FOR A PERIOD OF ONE YEAR.
16. SEE TECHNICAL SPECIFICATIONS FOR FURTHER INSTRUCTIONS/REQUIREMENTS.



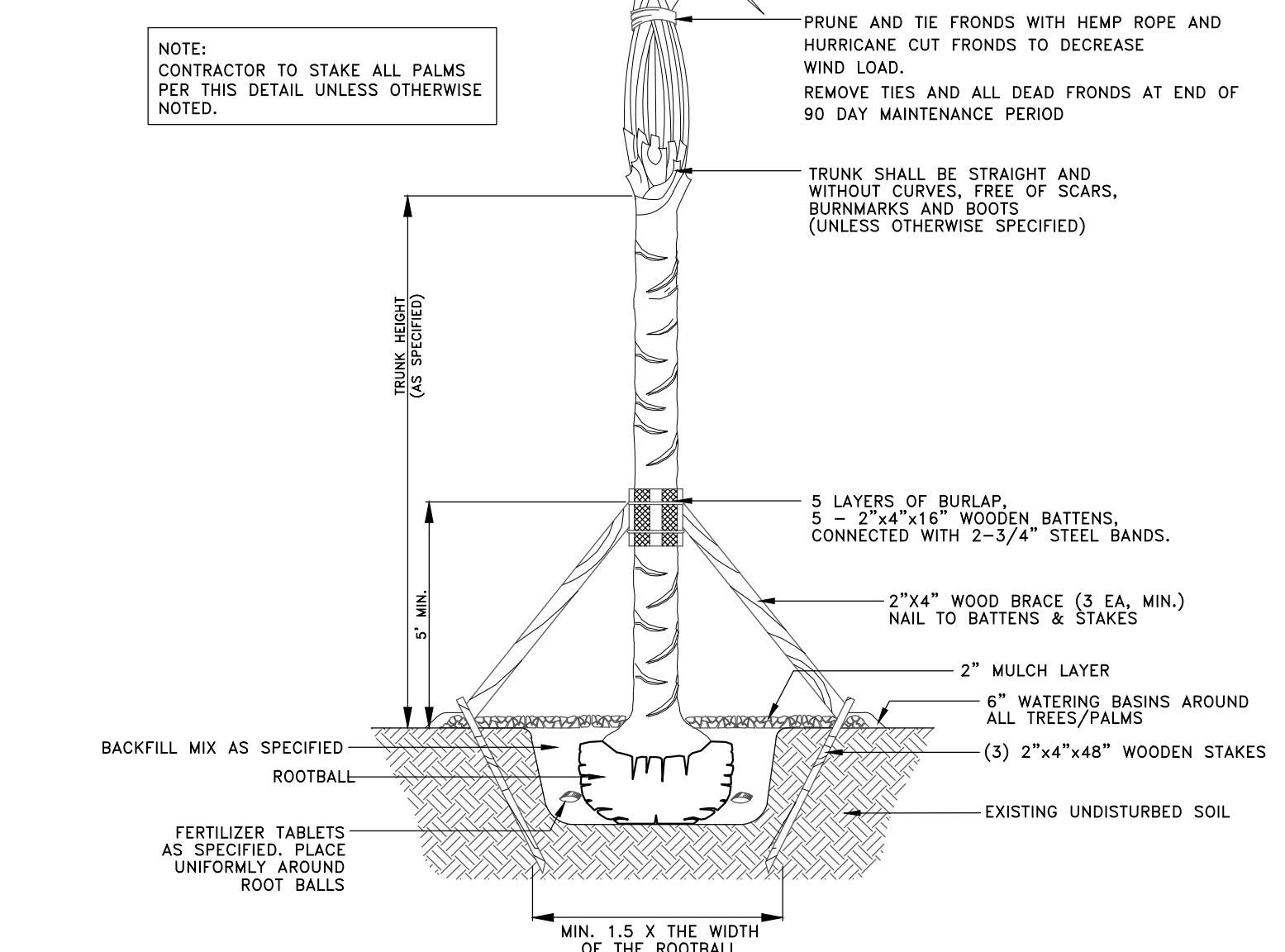
CONCRETE CURB DETAIL
NOT TO SCALE



SHRUB/G.C. PLANTING DETAIL
NOT TO SCALE



CONCRETE PLANTER DETAIL
NOT TO SCALE



PALM PLANTING DETAIL
NOT TO SCALE

