

BID AND CONTRACT DOCUMENTS, SPECIFICATIONS AND
CONSTRUCTION PLANS FOR

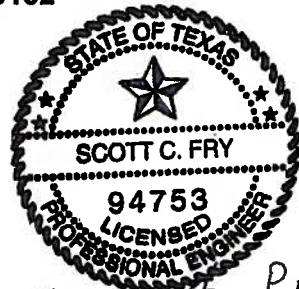
**PADRE BLVD. SIDEWALK
IMPROVEMENTS 2014
PHASE I-A**

CITY OF SOUTH PADRE ISLAND



**SCF Consulting, LLC
5593 Wildbird Lane, Brownsville, Texas 78526
Telephone (956) 455-7488 - Fax (956) 832-0162**

AUGUST 2014



*Scott C. Fry P.E.
8/11/14*

INVITATION TO BIDDERS

PROJECT: PADRE BLVD. SIDEWALK IMPROVEMENTS 2014 PROJECT

BID DATE: August 26, 2014

BID TIME: 10:00 a.m.

ENGINEER: SCF CONSULTING, LLC
SCOTT FRY, P.E.
Telephone - (956) 455-7488
Fax - (956) 832-0162

Sealed Bids for the PADRE BLVD. SIDEWALK IMPROVEMENTS 2014 PROJECT, South Padre Island, Texas will be received by the City of South Padre Island, at the office of the Public Works Department, located at 4601 Padre Boulevard, South Padre Island, Texas, until the time stated above. All bids will be publicly opened, read aloud, and tabulated thirty minutes after the time stated above.

All Bids must be on a Unit Cost basis for the Contract Work. Bids received after the stated time will not be accepted.

Copies of the above documents may be obtained at the office of the Department of Public Works in accordance with the Instructions to Bidders. There is no charge for the documents.

Bid security in the amount of 5% of the bid submitted must accompany each bid in accordance with the Instructions to Bidders.

Statutory Bonds for performance of the contract and for payment of mechanics and materials may be required in an amount equal to 100% of the accepted bids.

The Owner reserves the right to hold all bids for 30 days from date of receipt without action, to reject any and all bids, to waive irregularities and to require statements or evidence of bidder's qualifications including financial statements.

INSTRUCTIONS TO BIDDERS

1. Proposal shall be submitted on the Bid form furnished. Fill in all blank spaces and all amounts must be in figures clearly marked.

It is the intent of the City of South Padre Island to award the contract for the work as deemed the most advantageous by the City of South Padre Island.

Proposals shall be signed with the name typed below the signature. Where the bidder is a Corporation, proposals shall be signed with the legal name of the Corporation followed by the name of the officer authorized to bind the Corporation to a contract. The completed form shall be without interlineation, alternation, or erasure. Seal bid documents in an envelope addressed to the office of the Public Works Department, City of South Padre Island, 4601 Padre Blvd., South Padre Island, Texas, 78597, and clearly labeled with the full title of the project. The bidder's firm name shall appear on the outside of the envelope.

2. Certified or Cashier's check on a State or National Bank of State of Texas, or a Bidder's Bond from an acceptable Surety Company authorized to transact business in the State of Texas, in the total amount of not less than five percent (5%) of the maximum amount of the proposal payable without recourse to the City of South Padre Island, must accompany each proposal as a guarantee that if awarded the contract, the bidder will promptly enter into contract and execute required bonds on the forms provided. The Cashier's Check or envelope clearly marked and attached to the envelope containing the proposal. All bid securities will be returned thirty (30) days after bid opening.
3. The City of South Padre Island may require payment and performance bonds in the amount of 100% of the contract amount payable to the City of South Padre Island.
4. The bidder, before submitting the proposal, shall investigate and familiarize himself with existing conditions on the site, and be prepared to complete the work as indicated and specified.
5. Within thirty (30) days after the opening of the proposal, the City of South Padre Island will act upon them. The acceptance of the proposal will be in writing.
6. The successful bidder shall commence work within ten (10) days after receipt of written notice to proceed and shall progress therewith so that the work shall be completed in accordance with the terms of the contract documents within the time allowed after the date of the written notice to proceed.

PROPOSAL

The Bidder shall fill in all blanks with the required information.

TO: CITY OF SOUTH PADRE ISLAND
 4601 PADRE BOULEVARD
 SOUTH PADRE ISLAND, TEXAS 78597
 ATTN: CITY SECRETARY

GENTLEMEN:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that I/we have examined the invitation to Bid, Instructions to Bidders, the Contract, the General and Supplementary Conditions, General Requirements and the Drawings and Specifications referred to therein; that I/we have visited the site and hereby offer to and will furnish all necessary equipment, appliances, tools, labor, supervision, insurance and other accessories and services required by said documents for the following work for the following sum of money:

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	SITE 2-A				
1	Demolish and Remove Existing Asphalt Sidewalk and Concrete Transition Ramp	187	S.Y.		
2	Prepare, Cut to Grade, and Compact Existing Subgrade	163	S.Y.		
3	Place and Compact Limestone Base (Approximate Depth of 3-inches)	163	S.Y.		
4	Crushed Limestone Base Material	27.5	Tons		
5	Install 4-Inch Thick Concrete Sidewalk	1,470	S.F.		
6	Install 8-inch Thick Concrete Retaining Wall, Height Varies from 1.0'-0.5'	114	L.F.		

SUBTOTAL

\$ _____

Respectfully submitted,

Signature: _____

(Print) By: _____

(Print) Title: _____

(Seal, if bid by a corporation)

Business Name

Business Address

Business Phone

STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS
COUNTY OF CAMERON

THIS AGREEMENT, made and entered into this ___ day of _____ **2014**, by and between the City of South Padre Island of the County of Cameron and State of Texas, acting through William DiLiberio, City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____, of the City of _____, County of _____, and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing ever date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

PADRE BOULEVARD SIDEWALK IMPROVEMENTS 2014 PROJECT

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by

SCF Consulting, LLC, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 45 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions of the contract.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to the subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF SOUTH PADRE ISLAND
Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By: _____
William DiLibero

By: _____

ATTEST:

ATTEST:

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ Of the City of _____
County of _____, and State of _____, as
principal, and _____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (Owner), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 20____, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied a length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and Plans and Specification hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article 5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities, on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.”

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

*Not applicable for federal work. See “The Miller Act,” 40 U.S.C. S270.

Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20 _____.

Principal _____

Surety _____

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ Of the City of _____
County of _____, and State of _____, as
principal, and _____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held
and firmly bound unto _____ (Owner), in the penal sum of _____
_____ Dollars (\$ _____) for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ___
_____ day of _____, 20___, to which contract is hereby referred to and
made a part hereof as fully and to the same extent as if copied a length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said 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 void; otherwise to remain in full
force and effect;

“PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the
Revised Civil Statutes of Texas as amended and all liabilities, on this bond shall be determined in
accordance with the provisions of said Article to the same extent as if it were copied at length
herein.”

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 20 _____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is: _____

(SAMPLE FORM)
CERTIFICATE OF INSURANCE

TO: _____ Date _____
Project No. _____
Type of _____
Project _____
Owner _____
Address _____

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 Person \$ _____
Contingent Liability				1 Accident \$ _____
Property Damage				1 Person \$ _____
Builder's Risk				1 Accident _____
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.
Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

(Name of Insurer)
By _____
Title _____

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of and clarified by the ENGINEER before proceeding with any work. Proceeding with the affected work without instructions from the ENGINEER can result in the Contractor being responsible for taking the necessary steps in insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the word "ENGINEER" is used in this contract with reference to the preparation, execution, and interpretation of plans, specifications, and contract documents, it shall be understood as referring to the Scott Fry, P.E. of SCF Consulting, LLC.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation, or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or word of like importance shall mean approved by or acceptable or satisfactory to the ENGINEER.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meanings of the words, terms, or clauses defining the character of the work.

5. EXHIBITS

All work shall be done and all materials finished in strict conformity with the appended advertisement, "Information for Bidder", "Proposal", "Supplementary General Conditions", "Agreement", "Bonds", "Insurance", specifications and plans all of which are hereto attached.

6. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished with three (3) copies of all plans, profiles, and specifications without expense to him, and shall keep one copy of the same constantly accessible on the work site.

7. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual length, area, solid, contents, number and weight only shall be considered, unless otherwise specifically provided.

8. LINE AND GRADE STAKING

All layout and construction staking shall be done by the Contractor from control points shown on the plans.

9. ENGINEER AND INSPECTION

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint from time to time such engineers and inspectors as the said Owner may deem proper, to inspect the material furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the engineers or inspectors for the proper inspection and examination of the work and all parts of the same. The Contractor shall furnish all reasonable aid and assistance required by the engineers or inspectors as appointed, when the same are consistent with the obligations of the Agreement and the accompanying specifications provided; however, should the Contractor object to any order by any subordinate engineer or inspector, the Contractor may within six (6) days make written appeal to the Director of Public Works for his decision.

10. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of this contract that all work must be done, all material must be furnished in accordance with the generally accepted practice, and the event of any discrepancies between the plans and specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the contract, specifications or plans, the ENGINEER shall define which is intended to apply to the work.

11. LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

12. ESTIMATED QUANTITIES

This agreement, including the specifications, plans, and estimates, is intended to show clearly all work to be done and material to be furnished under this contract at unit prices are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work and material furnished.

Where payment is based on the unit price methods, the Contractor agree that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract, and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any "Major Item" should become as much as 50% more than, or 50% less than the estimated or contemplated quantity for such items, then either parts of this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 50% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total contract cost, computed on the basis of the final Contract Price.

13. CHANGES AND ALTERATIONS

The Contractor further agrees that the OWNER may make such changes and alterations as the Owner may see fit, in the line, grade, form, dimensions, plans, or materials for the work herein contemplated, or any part therefore, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER

shall make such changes or alterations as shall make useless any work, then the OWNER shall recompense the Contractor used in said work, for any material or labor so used, and for any actual loss occasioned by such changes, due to actual expenses incurred in preparation for the work as originally planned.

14. EXTRA WORK

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER and OWNER to be done by the Contractor to accomplish any change, alteration, or addition to the work shown upon the plans, or reasonably implied by the specifications, and are not covered by the Contractor's Proposal, except as provided under Change and alterations in Paragraph 14 herein above.

It is agreed that the Contractor shall perform all extra work under the direction of the ENGINEER when presented with a Written Work Order signed by the ENGINEER; subject, however, to the right of the Contractor to require a written confirmation to pay the Contractor for performing said Extra Work shall then be determined by one or more of the following methods.

Method (A) - By agreed unit prices;

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) nor Method (B) can be agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the work, plus (15%).

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foreman, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, if the kind of equipment or machinery be not already at the jobsite, together with all power, fuel, lubricants, water and similar operating expenses; also, all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable portion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damages and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the ENGINEER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the Contactor. Unless

otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 90 percentage of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall compensate him for his profit, overhead, general superintendence, and field office expenses, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, saved that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost".

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. Notice is hereby given that all change orders must be executed in writing before the work is started; any extra work performed otherwise will be at the Contractor's risk. In case any orders or instructions, whether oral or written, appear to the Contractor to involve Extra Work for which he should receive compensation, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arises as to what does or does not constitute Extra Work, or as to the payment therefore, and ENGINEER insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" therefore, as provided under Method (C).

15. PRELIMINARY APPROVAL

No Engineer, supervisor, or inspector shall have any power to waive the obligations of this contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of any Engineer, supervisor, or inspector to condemn any defective work or material shall release the Contractor from the obligations to at once tear out, remove, and properly replace the same at any time prior to final acceptance upon the discovery of said defective work, or material; provided, however, that the ENGINEER, shall upon request of the Contractor, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

16. DEFECTS AND THEIR REMEDIES

It is further agreed that the work or any part therefore, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conform it with the specifications, the Contractor shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuilt or otherwise remedy such work so that it shall be in full accordance with this contract.

17. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, except as otherwise provided or in the Supplementary and General Requirements Specifications, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, plans and specifications and within the time of completion hereafter designated; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the Department of Public Works may direct the time and manner of construction the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The Contractor further agrees that he will commence within ten days after the date of the written Notice to proceed, and will progress therewith so that the work shall be substantially completed in accordance with the terms of the agreement as stated in the Proposal and Supplementary conditions. By term "substantially completed" it is meant that the structure has been made suitable for use or occupancy and is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

18. EXTENSION OF TIME

Should the Contractor be unduly delayed in the completion of the work by any cause which the ENGINEER shall decide justifies the delay, then an extension of time will allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the Department of Public Works; provided, however, that the Contractor shall give the Public Works Director/ENGINEER notice in writing within ten days of the cause of such delay.

19. HINDRANCESS AND DELAYS

No charge shall be made by the Contractor for hindrances or delays from any cause (except where the work is stopped by of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stopping of said work shall be paid by the OWNER to the Contractor.

20. PRICE FOR WORK

In consideration of the furnishing of all the necessary labor, equipment, and material, and the completion of all work by the Contractor, and on the completion of all work and delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the Contractor the prices set forth in the

Proposal hereto attached, which has been made a part of this contract; and the Contractor hereby agrees to receive such prices in full furnishing all material and all labor required for the aforesaid work, also for all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement, the attached specifications, and requirements of the ENGINEER.

21. PARTIAL PAYMENT

The Contractor shall submit a written statement showing as completely as practicable the total value of the work he has accomplished up to and including the last day of the preceding month (said statement shall include the value of all sound materials delivered on the job site that are to be fabricated into the work and for which invoices are furnished to the ENGINEER on or before the third (3rd) day of each month).

The Department of Public Works shall then prepare a statement for partial payment to the Contractor on or before the tenth (10) day of each month.

The OWNER shall then pay the Contractor once a month the total amount of the statement (provided the Contractor has timely submitted his statement to the ENGINEER and timely submitted his payroll reports to the OWNER), less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until final payments, and further less all previous payments, and further less or further sums that may be retained by the Owner under the terms of this Agreement and other Contract Documents, It is understood, however, that in case the whole work be near to completions and some unexpected and unusual delay occur due to no fault or neglect on the part of the Contractor, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retained percentage to the Contractor; or, the Contractor at the OWNER'S option, may be relieved of the obligation to fully completed the work, and thereupon, the Contractor shall receive payment of the balance due him under the contract subject only to the conditions stated in Paragraph 24 hereof.

22. FINAL COMPLETION AND ACCEPTANCE

Within fifteen (15) days after the Contractor has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER, and the OWNER shall inspect the work and within said time, if the work is found to be completed in accordance with the Plans and Specifications, the OWNER will issue the Contractor a Certificate of Completion.

23. FINAL PAYMENT

Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER,

who shall pay to the Contractor on or before the thirtieth (30th) day after the date of the Certificate of Approval has been issued, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the Contractor.

24. DELAYED PAYMENTS

Should the OWNER fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is due, or should the ENGINEER fail to issue any statement on or before the date above provided, then the OWNER shall pay to the Contractor in addition to the sum shown as due by such statement, interest thereon at the rate of five percent (5%) per annum from date due as provided in Paragraphs 22 and 24, until fully paid, which shall fully liquidate any injury to the Contractor growing out of such delay in payment.

25. ENGINEER'S AUTHORITY AND DUTY

It is mutually agreed between the parties of this Agreement that the ENGINEER shall inspect all work included herein and give directions relative to the execution of the work.

The ENGINEER shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and this construction thereof. The ENGINEER'S estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In any case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the ENGINEER shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The ENGINEER shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the OWNER shall be adjusted and determined by the ENGINEER.

26. CONTRACTOR'S DUTY

The Contractor shall give personal attention to the faithful prosecution and completion of this work and shall be present either in person or by duly authorized representative on the site of the work continually during its progress. The Contractor will make available emergency staff and telephone numbers for non-working hours in case of emergencies or other problems related to the project which must be taken care of immediately. The emergency staff representing the Contractor must respond within 30 minutes from notification.

27. CONTRACTOR'S AGENT

The Contractor during his absence from the work shall keep a competent superintendent or manager upon the work, fully authorized to act for him in his absence and to receive such orders as may be given for the proper continuance of the work. Notice to do any work, to alter work, to cease work which the Contractor is obligated to do; or concerning any imperfections in work or any material furnished when given to the superintendent or manager of the Contractor in charge of any operation of the work in the absence of the Contractor, provided any notice given under this paragraph shall be in writing.

28. CHARACTER OF EMPLOYEES

The Contractor agrees to employ only orderly, competent and skillful employees to do the work; and that whenever the ENGINEER shall inform him in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the same without the ENGINEER'S written consent.

29. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery, and material necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that the OWNER, shall furnish the same, and it is also understood that the OWNER shall not be held responsible for care, preservation, conservation, or protection of any material, tools or machinery or any part of the work until it is finally completed and accepted. It should be understood that the OWNER will not loan plant tools or equipment to the Contractor.

30. RIGHT OF ENGINEER TO MODIFY METHODS AND EQUIPMENT

If, at any time, the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work or the rate or progress required under this contract, the ENGINEER may order the Contractor in writing to increase their safety or improve their character and efficiency, and the Contractor shall comply with such order.

If at any time the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

31. SANITATION

Necessary sanitary conveniences for use of laborers on the work, properly scheduled from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the ENGINEER and their use shall be strictly

enforced.

32. CONTRACTOR'S BUILDINGS

The building of structures or other forms of protection will be permitted only at such places as the ENGINEER shall direct and the sanitary conditions of the grounds in or about such structures shall, at all times, be maintained in a manner satisfactory to the Department of Public Works and the ENGINEER.

33. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor assumes the sole responsibility for the safety and protection of the premises, adjoining property, employees, pedestrian, vehicles, vehicle operators, and other persons and shall provide and maintain suitable signs, barricades, and at night shall also maintain warning lights, as will effectually warn pedestrians and vehicular traffic of any obstruction and safeguard the public and the work from injury or damage.

The Contractor shall be liable for and shall indemnify and save harmless the OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, vehicular traffic, all adjoining property, employees and other persons.

34. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered and which might be injured or seriously affected by any process of construction, to be undertaken by this agreement, from any damages or injury by reason of said process of construction.

The Contractor shall be liable for and shall indemnify and save harmless the OWNER, its agents and employees from any and all claims for damages on account of his failure to fully protect the premises, all adjoining property, employees and other persons.

35. PROTECTION AGAINST CLAIMS SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

The Contractor agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the OWNER may pay unpaid bills, of which the OWNER has written notice direct and withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon

payments to the Contractor shall be resumed in full, in accordance with the terms of this contract, but in no event shall no provisions of this sentence be construed to impose any obligation upon the OWNER by either the Contractor or his Surety.

36. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

The Contractor shall protect and save harmless the OWNER from all and every demand for damages, royalties or fees on any patented invention used by him in connection with the work done or material furnished under his contract; provided, however, that if any patented material, machinery, appliance, or invention is clearly specified in this contract, then, and in that event, the cost of procuring the rights of use and the legal release or indemnity shall be borne and paid by the OWNER, direct unless such cost is determined and directed to be included in the bid price at the time the proposal is submitted.

37. LAWS AND ORDINANCES

The Contractor shall, at all times, observe and comply with all Federal, State, and Local law, ordinances and regulations, which in any manner effect the contract of the work, shall be responsible for obtaining all necessary permits, such as buildings, plumbing, fire, tree, creek and etc. as required for the work, and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such law and ordinance, whether by the Contractor or his employees. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which, the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

38. LIQUIDATED DAMAGES FOR DELAY

And the Contractor agrees that time is of the essence of this contract, and that for each day of delay beyond the date stated in the Supplementary Conditions for the completion of the work herein specified and contracted for, the OWNER may withhold permanently from the Contractor's total compensation the sum or amount stated in the Supplementary Conditions as stipulated liquidated damages for such delay.

39. ASSIGNMENT AND SUBLETTING

The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, nor sublet said contract without the written consent of the Owner, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The Contractor further agrees that the subletting of any portion or feature of the work or materials required in the performance of this contract, shall not relieve the Contractor from his full obligations to the OWNER, as provided by this Agreement.

40. ABANDONMENT BY CONTRACTOR

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or when such orders are consistent with this Contract, or with this Agreement, or with the Specifications hereto attached, then, and in that case, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the construction bond, or another Contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore, (except when used in connection with Extra Work, where credit shall be allowed as provided for under Paragraph 15, Extra Work); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

- (a) The OWNER may thereupon employ such force on men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said Contractor, and the expense so charged shall be deducted and paid by the OWNER out of such monies as may be due, or that may thereafter at any time become due to the Contractor under any by virtue of the Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same has been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or Surety shall pay the amount of such expenses to the OWNER; or
- (b) The Owner under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost under this contract, such increase shall be charged to the Contractor, and the Surety shall be and main bound therefore. However, should the cost to complete any such contract prove to be less than

what would have been the cost to complete under this contract, the contractor and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the Contractor and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 23 hereinabove, shall be issued. A complete itemized statement of the contract accounts certified to by the Department of Public Works and the ENGINEER as being correct, shall then be prepared and delivered to the Contractor and his surety, whereupon the Contractor and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the Contractor and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety fail to pay the amount due the OWNER, within the time designated herein above, and there remains any machinery, equipment, tools, materials, or supplies on the site of the work, notice thereof, shall be mailed to the Contractor and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or otherwise giving of such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days of said notice, the OWNER may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, on the work, and belong to persons other than the Contractor or his Surety, to their proper OWNERS.

41. BOND

It is further agreed by the parties to this contract that the Contractor will execute payment and performance bonds for the satisfactory performance of the work in accordance with this contract in the forms provides for this purpose, and it is agreed that this contract not be affect until such bonds are furnished to and approved by the OWNER.

42. TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions or adjustment presented by the Contractor shall be in writing and filed with the Department of Public Works and the ENGINEER within a reasonable time after the ENGINEER has given any directions, orders, or instructions to which the Contractor desires to take exceptions. The Department of Public Works and the ENGINEER shall reply to such written exceptions by the Contractor and render

his final decision in writing. In case the Contractor should appeal from the Department of Public Works and the ENGINEER'S decision, such appeal shall be filed with the ENGINEER and the OWNER in writing with ten (10) days after the date of the Department of Public Works and the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the Contractor of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

END OF GENERAL CONDITIONS OF AGREEMENT

GENERAL REQUIREMENTS

A. GENERAL

The specifications contain detailed instructions and descriptions covering the major items of construction and workmanship necessary for building and completing the various units or elements of the project. The specifications are intended to be so written that only first class workmanship and finish of the best grade quality will result. The fact that these specifications may fail to be so complete as to cover all details will not relieve the Contractor of full responsibility for providing a completed project of high quality, first class finish and appearance and satisfactory for operation all within the apparent intent of the plans and specifications.

B. MATERIALS

These specifications are intended to be so written that only materials of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality. The specifications for materials set out the minimum standard of quality which the owner believes necessary to procure a satisfactory project. No substitutions will be permitted unless the Contractor has received written permission of the ENGINEER to make a substitution for the material which has been specified.

Where the term "Or Equal" or "Or Approval Equal" is used, it is understood that if a material, product or piece of equipment bearing the name so used is furnished, it will be approvable as the particular trade name was used for the purpose of establishing a standard of quality acceptable to the Owner. If a product of any other name is proposed for use, the Engineer's approval thereof must be obtained before the proposed substitute is procured by the Contractor. Wherever the alternate "Or Equal" is used, it is understood to mean "Or Approved Equal".

The manufacturer of each item of material and/or equipment shall furnish the Owner with a sworn statement that all material furnished by him under this contract complies with these specifications and all applicable ASTM, AWWA, ASA, and Federal Specification as set forth herein.

C. MANUFACTURER'S QUALIFICATIONS

All material and equipment furnished under this Contract shall be the product of manufacturers who are known to be skilled and who have been regularly engaged for a period of five years or more in the manufacture of each specified type of equipment, or its counterpart.

D. CHANGE OF LOCATION

No change of the alignment is contemplated. However, should a change be necessary due to difficulty in right-of-way, or other reasons, the Owner, reserved the right to make such change. Unless it can be clearly shown that such change will be allowed the Contractor, except as provided by unit prices applicable to such change.

E. HANDLING MATERIALS NOT APPROVED

The contractor shall remove from the site any materials found to be damaged and any materials not meeting the specifications shall be taken off the site. These materials shall be removed promptly, unless the Department of Public Works and the Engineer will accept the materials after repairing. Materials found to be damaged, or not acceptable to the Engineer, shall be removed if installed and then found to be damaged or not acceptable. Inspection before installation shall not relieve the contractor from any responsibility to furnish good quality materials.

F. SAFETY AND PROPERTY PROTECTION

1. Barricades, Guards and Safety Provision: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns, and guards as required shall be placed and maintained during the progress of the construction work and until is it safe for traffic to use the roadway. When necessary, watchmen shall be provided to prevent accidents and no extra compensation will be allowed therefore. Rules and regulations of the local authorities respecting safety provisions shall be observed.
2. Property Protection: Trees, Fences, signs, poles, guy wires, and all other property shall be protected unless their removal is authorized, and any property damage shall be satisfactorily restored by the Contractor.

The Contractor shall make adequate provisions for the protection of permanent paving, both concrete and asphalt, from damage by construction equipment.

SUPPLEMENTARY CONDITIONS

The Supplementary Conditions are in addition to and do not void any portions of the General Conditions of the Agreement or other parts of the Contract Documents; however, wherever there is a direct conflict in meaning, these General Supplementary Conditions take precedence.

1. MATERIAL AND EQUIPMENT

It shall be clearly understood the responsibility for the protection and safekeeping of equipment and materials on the project site will be entirely that of the Contractor and that no claim shall be made against by reason of any act of another Contractor, an employee, or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials and equipment, the Contractor owning or responsible for the stored materials or equipment shall immediately moved same. No materials or equipment may be placed upon any property until the OWNER has approved the location contemplated by the Contractor to be used for storage.

2. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense;

- a. To take every prevention against injuries to persons or damage to property;
- b. To store his apparatus, materials, supplies and equipment in such orderly fashion at this site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor;
- c. To clean up frequently and remove all refuse, scrap materials, and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.
- d. Before final payment, to remove all surplus materials, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

3. SAFETY REQUIRMENTS

Every reasonable and proper precaution shall be taken by the Contractor to insure the safety of the work and employed personnel, the public, and the adjacent property whether publicly or privately owned.

To protect persons from injury and to avoid property damage, barricades, signs, lanterns, or lights and guards as required shall be placed and maintained by the Contractor at the site and access way during the progress of the construction.

Rules and Regulations governing "Occupational Safety and Health Standards" as published by the Occupational Safety and Health Administration, Department of Labor, shall be observed for all operations and all work performed under this contract.

All costs involved in complying with the above requirements shall be borne by the Contractor.

4. DETOURS

The Contractor shall provide barricades, signs, lights or guards and any other items required to maintain properly marked detours around his operations.

All costs involved in complying with the above requirements shall be born on by the Contractor.

5. SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS

The specifications and plans are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not in the other shall be executed as if it had been set forth in both.

Should anything necessary for a clear understanding of the work be omitted from the specifications and plans or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the ENGINEER before proceeding with the construction affected thereby. It is understood and agreed that the work shall be performed according to the true intent of the contract documents.

All products specified by manufacturer's name shall be installed in accordance with manufacturer's printed instructions.

When equipment or material furnished by the Contractor cannot be installed as specified or as shown on the plans, the Contractor shall, without extra cost to the OWNER, make all modifications required to properly install the equipment or material. Such modifications shall be subject to the approval of the ENGINEER.

Dimensions and elevations shown on the plans shall be accurately followed even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the ENGINEER.

The general arrangement of all accessories and appurtenances shall be as indicated on the plans or as later furnished on approved shop drawings.

Reference to standard specifications of any technical society, organization, or association or to codes of local or state authorities shall mean the latest standard, code, specification or

tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

No attempt has been made in the specifications to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the Contractor and his employees and his subcontractors.

6. PERMITS AND FEES

The Contractor shall make applications for, secure and pay all costs for permits, inspection fees, licenses and deposits required for the work to be performed.

Each subcontractor shall bear the cost of permits and fees relative to work.

7. SUNDAY, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 7:00p.m. and 7:00a.m. nor on Sundays or Legal Holidays without the written approval of the Owner in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment or in case of emergency.

Any work necessary to be performed after or outside regular working hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the OWNER.

8. TIME OF COMPLETION

Article 17 of the General Conditions of the Agreement shall be supplemented as follows.

The Contractor shall have substantially completed all construction work undertaken by him no later than forty-five (30) calendar days from the date of issuance or a written notice to proceed from the OWNER

9. LIQUIDATED DAMAGES

Article 38 of the General Conditions of the Agreement shall be supplemental as follows:

The Contractor agrees that time is of the essence on this contract and that for each calendar day of delay beyond the time established for completion of the work specified and contract for the OWNER may withhold permanently from the Contractor's compensation the sum of Two Hundred Dollars (\$200.00) as stipulated liquidated damages for delay.

10. PROGRESS SCHEDULES

Prior to beginning work, the Contractor shall furnish the Engineer with an anticipated progress schedule covering all the work to be performed under this contract. During construction, the Contractor shall revise the schedule periodically as requested to reflect as nearly as possible to actual construction operations. The Contractor shall also furnish the ENGINEER as soon as possible with a schedule showing ordering delivery dates of all equipment materials to be incorporated in the work; these dates shall be keyed to the proposed progress schedule for the work.

11. SUBCONTRACTING

- a. The Contractor may utilize the service of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the ENGINEER, which approval will not be given until the Contractor submits to the Department of Public Works and the ENGINEER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Department of Public Works and the ENGINEER may require.
- c. The Contractor shall be as fully responsible to the OWNER for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Notice to Bidders, General and Supplementary Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the OWNER may exercise over the Contractor under provisions of the Contract Documents.
- e. The General Contractor will be responsible for and make good at its own expense any damage or injury to work done by subcontractors until final completion and final acceptance of all the work to be done.
- f. Nothing contained in this contract shall create any contractual relation between subcontractor and the OWNER.

12. INSPECTION AND TESTING

If Contract specifications, codes, or OWNER'S instructions require any work to be specially tested or approval, the Contractor shall give the ENGINEER a 24 hour notice of its readiness

for inspection and make all necessary thereof.

The Contractor shall finish at his expense all labor and assistance that may be needed by the Department of Public Works and the ENGINEER in performing any testing or supervision thereof.

13. MEASUREMENT AND PAYMENT

The total bid price of the contract shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment and tools; and performing of all necessary labor to fully complete the work, shall be included in the prices names "Proposal". No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to prices submitted in the "Proposal". 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 prices names in the "Proposal".

14. PAYMENT WITHHELD

The Department of Public Works and the ENGINEER may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the OWNER from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments when due to subcontractors or for materials or for labor.
- d. A reasonable doubt that the contract can be completed for the balance then unpaid.

15. DEFENSE OF SUITS

In case any action in court is brought against the OWNER, the Department of Public Works and the ENGINEER, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor to perform any of the covenants, acts matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor of his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers; the Contractor shall indemnify and save harmless the OWNER, and the Department of Public Works and the ENGINEER and their officers and agents from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

16. GUARANTEE

The Contractor shall furnish the OWNER with a Maintenance Bond for a period of one (1) year to be effective from the date of issue of Certificate of Acceptance. This Maintenance Bond is for the guarantee for the work, performed to be free from defects due to faulty workmanship or materials installed on this project. Neither final acceptance nor finally payment nor any provision in the Contract Documents relieves or notifies the Contractor in writing that certain maintenance work needs to be done, and the Contractor does not do the maintenance work within a reasonable time, such time to be governed by the hazard or inconvenience to the public or the OWNER, the OWNER is to do, or to have such work done, and these charges will be paid for by the Contractor, under the Maintenance Bond provision.

17. DRAWINGS AND SPECIFICATIONS FURNISHED

The contractor will be furnished with three (3) sets of drawings and specifications without cost, additional copies will be paid for by the Contractor. The charges will be the actual cost of reproduction per set.

18. TESTING LABORATORY SERVICES

A recognized testing laboratory will be selected to perform the testing services.

Payment for Testing: The first shall be paid for by the OWNER.

Any re-testing required due to failing test will be paid for by the CONTRACTOR.

All tests shall be made when, according to the Contractor, the item is ready for testing.

19. INSURANCE AND BONDING REQUIREMENTS

The following bonding and issuance requirements shall be provided:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment to all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- D. The successful bidder, to whom the contract is awarded, will be required to carry the hereinafter listed types and amounts of insurance, which will protect the Owner, and furnish acceptable proof of payment to premiums thereon:

Comprehensive General

Liability.....\$1,000,000/\$1,000,000

Comprehensive Form

Premises – Operations

Explosion and Collapse Hazard

Underground Hazard

Products/Completed Operations Hazard

Contractual Insurance

Independent Contractors

Personal Injury

Property Damage.....\$100,000

Builder's Risk.....\$ Amount of Contract

Workmen's Compensation.....In Accordance with Statutory Requirements

Broad Form Comprehensive General Liability.....\$500,000/\$500,000

Automobile Public Liability and Property Damage.....In Accordance with Statutory Requirements

20. INDEMNITY

The "Contractor agrees to and shall indemnify and hold harmless the OWNER, its officers, agents, employees and ENGINEER from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court cost, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by the Contractor under this contract."

END OF SUPPLEMENTARY CONDITIONS

