

STREET IMPROVEMENTS

GLENDALE STREET AND MATADOR STREET

TO REPLACE EXISTING PAVEMENT SECTIONS

CITY OF BURKBURNETT, TEXAS

APRIL 2021

CARL LAW
MARGUERITE LOVE
RANDY BREWSTER
JOHN BEARD
BILL LINDENBORN
THEOPHILE (TED) KWAS
MICHAEL TUGMAN

MAYOR
MAYOR PRO-TEM
COMMISSIONER
COMMISSIONER
COMMISSIONER
COMMISSIONER
COMMISSIONER

CITY MANAGER
LAWRENCE CUTRONE

DIRECTOR OF PUBLIC WORKS
MIKE WHALEY

ENGINEER
CORLETT, PROBST & BOYD, P.L.L.C.
4605 OLD JACKSBORO HIGHWAY
WICHITA FALLS, TEXAS 76302
(940) 723-1455

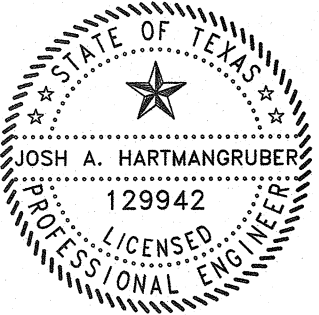
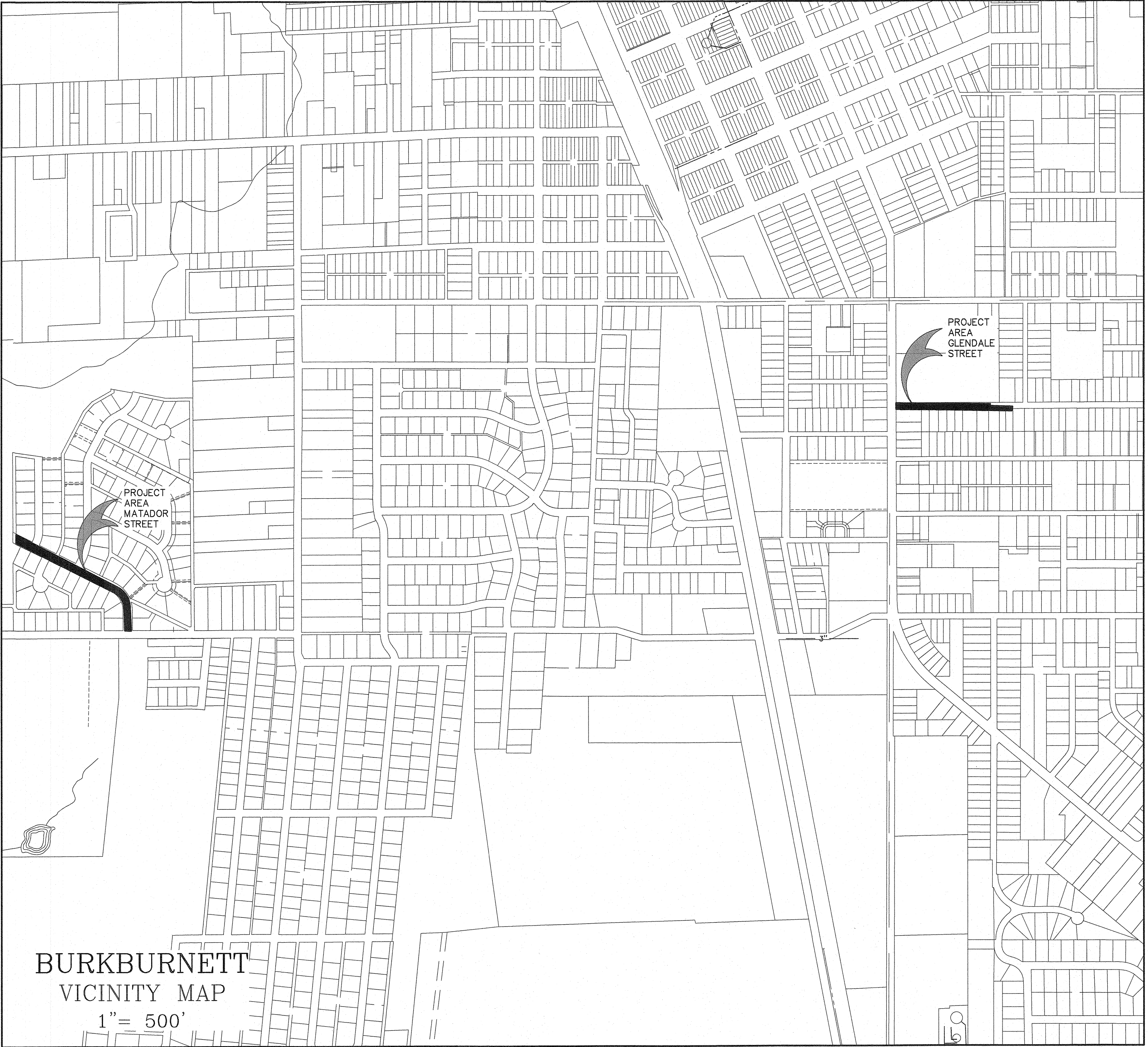
GENERAL PROJECT NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, NORTH CENTRAL TEXAS, CURRENT EDITION, PUBLISHED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS.
2. THESE GENERAL NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES UNLESS SPECIFIED DIFFERENTLY IN THE PLANS.
3. ADEQUATE MEASURES SHALL BE IMPLEMENTED BY THE CONTRACTOR TO PROTECT THE IMPROVEMENTS AND TO ENSURE THE SAFETY OF THE GENERAL PUBLIC. CONTRACTOR SHALL PREPARE, HAVE APPROVED BY THE ENGINEER, AND IMPLEMENT A TRAFFIC CONTROL PLAN. SAID PLAN SHALL MINIMIZE THE DRIVE CLOSURE AND DETOUR TIMES.

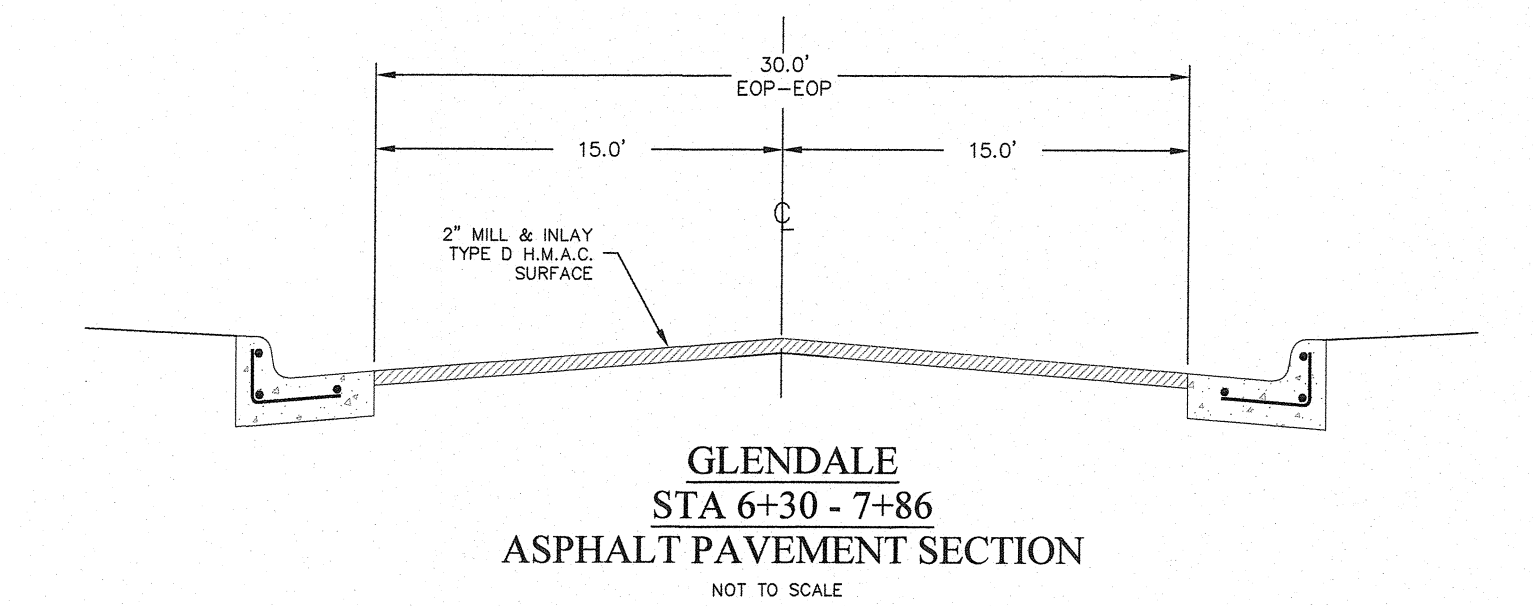
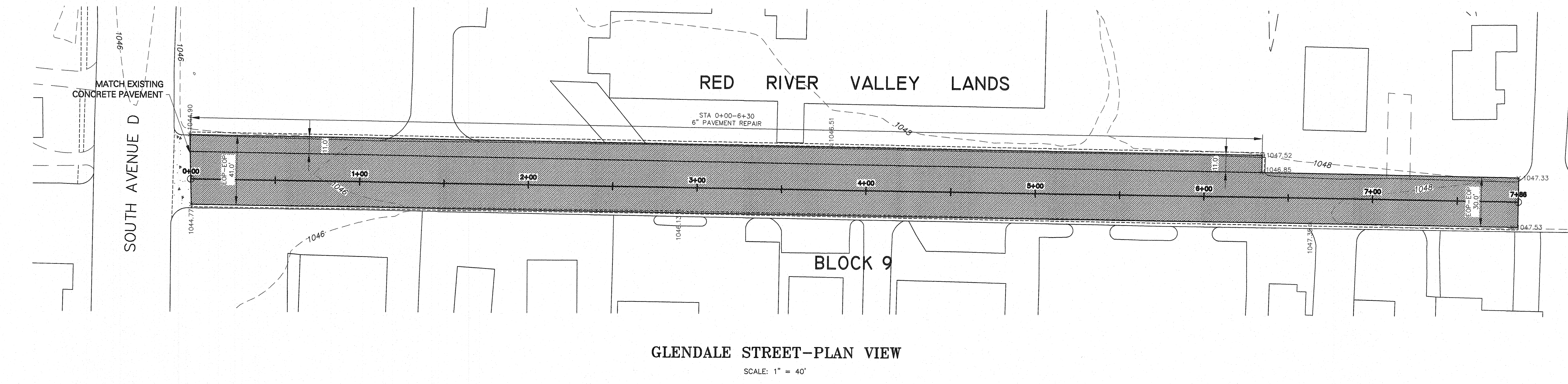
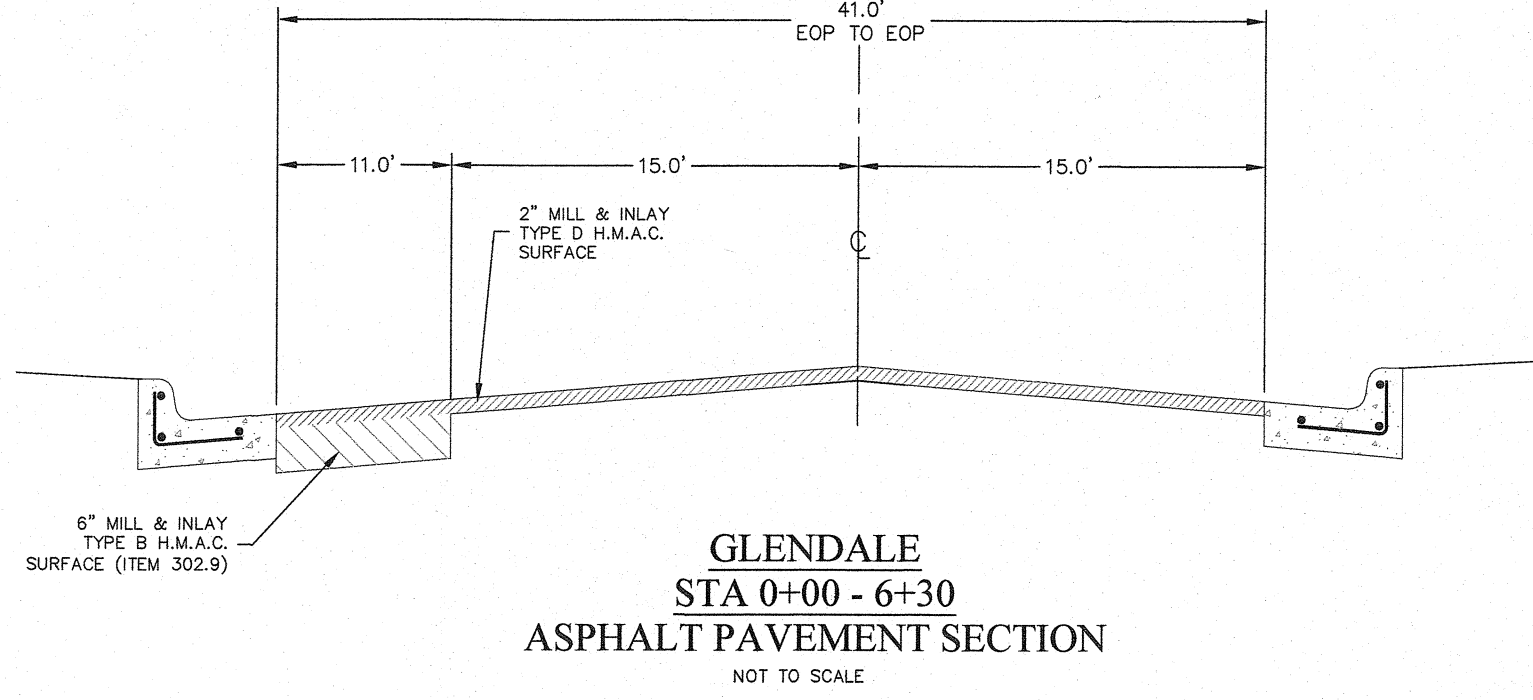
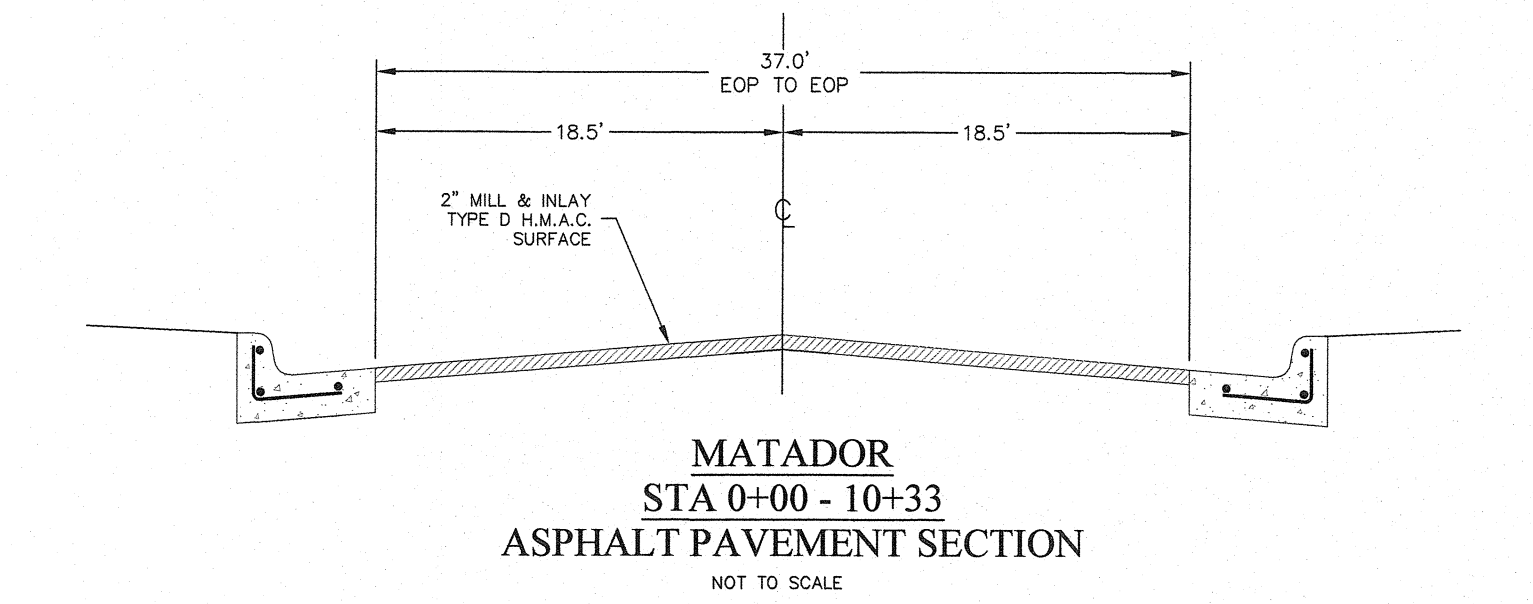
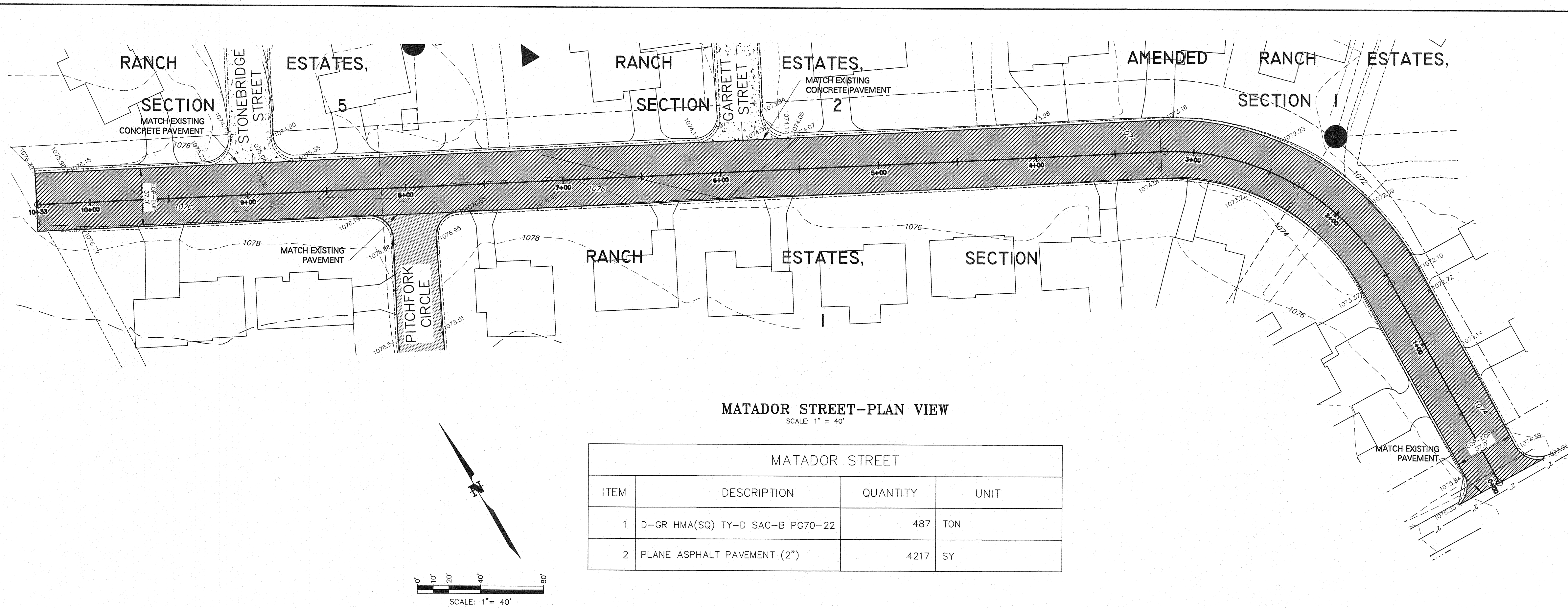
CAUTION!!! – UNDERGROUND UTILITIES!!!

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED APPROXIMATELY BY SIGHT OR FROM INFORMATION SUPPLIED BY THE VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER AND OWNER DO NOT ACCEPT ANY RESPONSIBILITY FOR THE LOCATIONS SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION; TO TAKE NECESSARY PRECAUTIONS TO PROTECT ALL FACILITIES ENCOUNTERED; AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS WITH THE PROPOSED WORK. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXIST. UTILITIES AND FACILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER SOLE EXPENSE. FACILITIES OWNED BY THE ENTITIES LISTED BELOW ARE KNOWN TO BE LOCATED ON OR IN CLOSE PROXIMITY TO THE WORK AREA OF THIS PROJECT. ADDITIONAL FACILITIES OWNED BY OTHERS MAY ALSO BE AFFECTED. CONTACT ALL POSSIBLE UTILITY AND UNDERGROUND FACILITY OWNERS.

CITY OF BURKBURNETT UTILITY OPERATIONS (940) 569-3561
AT&T (940) 766-7217
TEXAS DEPARTMENT OF TRANSPORTATION (940) 720-7709
ONCOR ELECTRIC DELIVERY (940) 766-5460
UNDERGROUND FACILITIES LOCATOR SERVICE (800) 344-8377
ATMOS ENERGY (940) 696-7602



Josh A. Hartman P.E. 4/26/2021
JOSH A. HARTMAN
LICENSED PROFESSIONAL ENGINEER NO. 129942



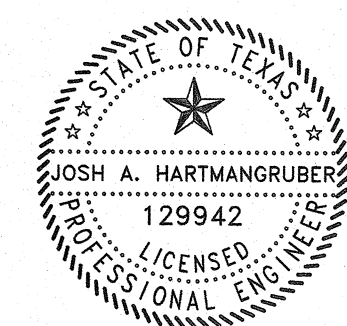
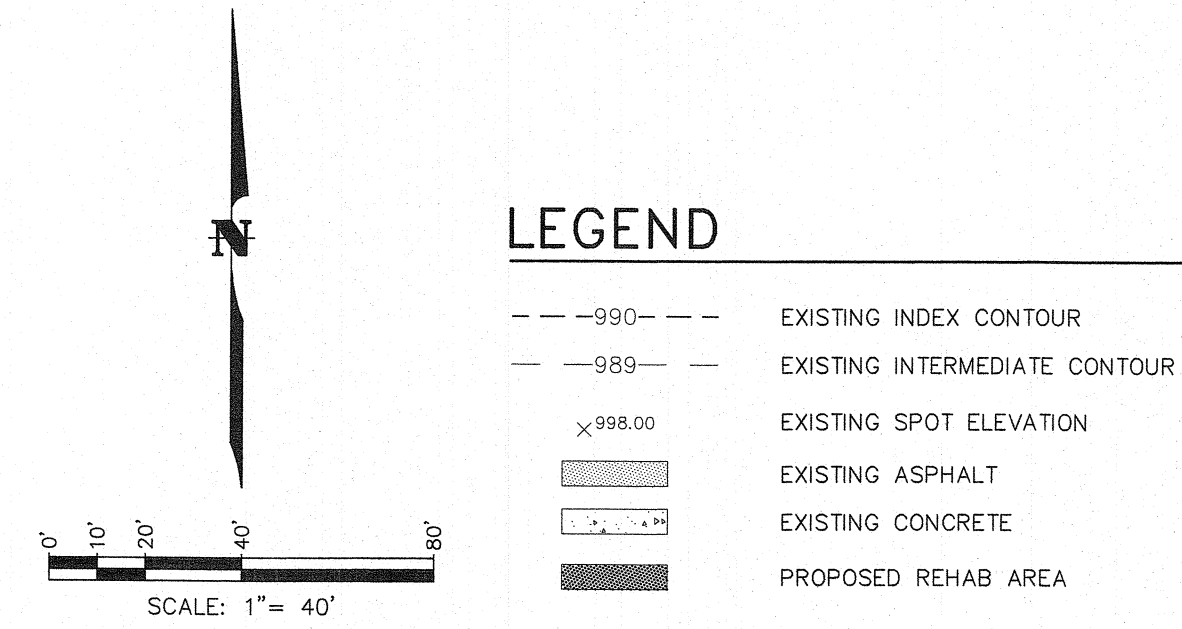
- GENERAL PROJECT NOTES:
1. CONTRACTOR TO PROTECT EXISTING CURB AND GUTTER. IF DAMAGE OCCURS, CONTRACTOR WILL REPAIR AT OWN EXPENSE.
 2. RECYCLED ASPHALT PAVEMENT TO BE DELIVERED TO 613 FM 369 AND WILL BE RETAINED BY THE CITY OF BURKBURNETT.

GLENDALE STREET

ITEM	DESCRIPTION	QUANTITY	UNIT
1	D-GR HMA(SQ) TY-D SAC-B PG70-22	388	TON
2	D-GR HMA(SQ) TY-B PG64-22	246	TON
3	PLANE ASPHALT PAVEMENT (2")	2642	SY
4	PLANE ASPHALT PAVEMENT (8")	715	SY

TOTAL PROJECT

ITEM	DESCRIPTION	QUANTITY	UNIT
1	D-GR HMA(SQ) TY-D SAC-B PG70-22	875	TON
2	D-GR HMA(SQ) TY-B PG64-22	246	TON
3	PLANE ASPHALT PAVEMENT (2")	6860	SY
4	PLANE ASPHALT PAVEMENT (8")	715	SY



J. Hartmangruber P.E. 4/24/2021
JOSH A. HARTMANGRUBER
LICENSED PROFESSIONAL ENGINEER NO. 129942

BASIS OF BEARINGS ARE NAD 83 - TEXAS NORTH CENTRAL

PLAN AND DETAILS
STREET IMPROVEMENTS
GLENDALE STREET AND
MATADOR STREET
BURKBURNETT, WICHITA COUNTY, TEXAS

CORLETT, PROBST & BOYD, P.L.L.C.
ENGINEERS - SURVEYORS
4605 OLD JACKSBORO HIGHWAY
WICHITA FALLS, TEXAS 76302

SCALE: 1" = 40' APRIL 2021 SHEET 1 OF 1

SECTION A - TABLE OF CONTENTS

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01 10 00	General Requirements	

These documents have been prepared by Corlett, Probst & Boyd, PLLC for the
Department of Public Works, Burkburnett, Texas.

SECTION B - NOTICE TO BIDDERS

Sealed bids will be received by the City of Burkburnett, Texas at the **Offices of Corlett, Probst & Boyd**, 4605 Old Jacksboro Highway, Wichita Falls, Texas 76302 until **2:00 P.M., May 11, 2021**, for 2021 City of Burkburnett Street Rehabilitation Project **and publicly opened directly afterward**.

This project is generally described as: project mobilization, safety measures, removal and disposal of existing pavement, asphalt paving and associated items required for rehabilitation of existing street.

General Conditions and General Specifications used in this project are contained in the **Public Works Construction Standards – North Central Texas**, October, 2004. This publication is available through the North Central Texas Council of Governments' Regional Information Center, P.O. Box 5888, Arlington, TX 76005-5888 Phone: 817-640-3300.

Time is of the essence in the construction of this project. Provisions for liquidated damages are outlined in the Bid proposal form. Bidders will be required to submit a bid security, for not less than 5% of the largest possible bid submitted, with their proposal.

For a nonrefundable fee of \$100.00 each, bidding documents may be obtained from Corlett, Probst & Boyd, PLLC, 4605 Old Jacksboro Highway, Wichita Falls, Texas 76302, or requested via email at bidding@cpbwf.com. Questions regarding this project should be directed to Josh Hartmangruber, P.E., Corlett, Probst & Boyd, PLLC, Project Engineer via email at bidding@cpbwf.com. The cost for printed Contract Documents is not refundable.

Advertisement and information for the Project can be found at the following website: <https://www.burkburnett.org/announcements> Contract Documents may be downloaded or viewed free of charge at this website. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Instructions to Bidders, are received. Printed copies of the Contract Documents may be purchased from Corlett, Probst & Boyd, PLLC as outlined above. This website will be updated periodically with Addenda, lists of interested parties, reports or other information relevant to submitting a Proposal for the Project.

The Engineer's Estimate of Probable Cost of Construction for this project is \$ 195,450.00.

**** 100 - 8210 ****

Mike Whaley
Director of Public Works

SECTION D - BID BOND

KNOW ALL MEN BY THESE PRESENT, That we the undersigned,
_____ as PRINCIPAL,
and _____ as SURETY
are held and firmly bound unto the City of Burkburnett, Texas, (hereinafter called the
Obligee), in the penal sum of _____
_____ Dollars
(\$_____), lawful money of the United States for the payment of which
sum will and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has
submitted the accompanying Bid, dated _____, 20__ for the 2021
City of Burkburnett Street Rehabilitation Project.

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified
therein after the opening of the same, or, if no period be specified, within ninety (90) days
after the said opening, and shall within the period specified therefore, or if no period be
specified within fourteen (14) calendar days after the prescribed forms are presented to
him for signature, enter into a written contract with the City of Brukburnett, Texas, in
accordance with the Bid as accepted, and give such bond or bonds as may be specified
in the bidding or contract documents with good and sufficient surety for the faithful
performance and proper fulfillment of such Contract; or in the event of the withdrawal of
said Bid within the period specified, or the failure to enter into such Contract and give
such bond or bonds within the time specified, if the Principal shall pay the Obligee the
difference, not to exceed the penalty hereof between the amount specified in said Bid,
and the larger amount for which the Local Public Agency may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null
and void, otherwise to remain in full force and effect.

SECTION C
BID PROPOSAL TO

The City of Burkburnett OWNER for the construction of 2021 City of Burkburnett Street Rehabilitation Project, Burkburnett, TX.

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 persons, firms, or corporations, that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that he will provide all necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work, and furnish all the materials called for in the Contract and Specifications and in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

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

It is understood and agreed that the work is to be completed in full within 30 calendar days after the date stated in the work order on which work is to be commenced.

Accompanying this Proposal is a certified Cashier's Check or Bidders Bond payable to the City of Burkburnett for Five Percent (5%) of bid.

The bid security accompanying this proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal, the bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten days after its acceptance, in which case the bid security shall become the property of the Owner and shall be considered as payment for the damages due to delay and other inconveniences suffered by the Owner on account of such failure of the Bidder. It is understood that the Owner reserves the right to reject any and all bids.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a Performance and Payment Bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the Contract, to ensure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for the labor performed and materials furnished in the fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the Plans and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

CITY OF BURKBURNETT, TEXAS

BIDDER agrees to perform all street rehabilitation work described in the Specification and shown on the drawings for the following unit prices.

<u>ITEM</u>	<u>QNTY/UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. 875	Tons	Hot Mix Asphaltic Concrete Type "D" complete in place including cleaning, grass removal, tack coat, material, placement and compaction for _____	Dollars and _____Cents per Ton. \$ _____ \$ _____	
2. 246	Tons	Hot Mix Asphaltic Concrete Type "B" complete in place including cleaning, grass removal, tack coat, material, placement and compaction for _____	Dollars and _____Cents per Ton. \$ _____ \$ _____	
3. 6860	SY	Plane 2" Asphaltic Concrete complete in place including planing, cleaning, and removing material to stockpile location, complete for _____	Dollars and _____Cents per Square Yard. \$ _____ \$ _____	
4. 715	SY	Plane 8" Asphaltic Concrete and base material complete in place including planing, cleaning, and removing material to stockpile location, complete for _____	Dollars and _____Cents per Square Yard. \$ _____ \$ _____	

5. 1 LS

Site Preparation & Mobilization, for

Dollars and _____ Cents per Lump Sum. \$ _____ \$ _____

Total Bid \$ _____

Unit and Lump Sum prices must be shown in words and figures for each item listed in the Proposal, and in the event of discrepancy, the words shall control.

Signed: _____

Seal (if corporation)

Contractor: _____

By: _____

Address: _____

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

Principal

Surety

By

By

Title

(S E A L)

Address

S E A L
(If Corporation)

NOTE: Attach Power of Attorney

SECTION E - NOTICE OF AWARD

TO: _____

Project Description: project mobilization, traffic control plan and safety measures, removal and disposal of existing pavement, asphalt pavement and associated items required for rehabilitation of existing street and associated work.

The OWNER has considered the bid submitted by you for the above described work in response to its Notice to Bidders and Instructions to Bidders.

You are hereby notified that your bid has been accepted in the amount of \$_____.

You are required to execute the contract and furnish the required Contractor's Performance and Warranty, and Payment Bonds within fourteen (10) calendar days from the date of this notice to you.

If you fail to execute said contract and to furnish said bonds within fourteen (10) calendar days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

Please return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____ day of _____, 20 ____.

City of Burkburnett
(Owner)

ACCEPTANCE OF NOTICE

By: Carl Law

Receipt of the above NOTICE
AWARD is hereby acknowledged by

Title: Mayor

this the ____ day of _____, 20____
By _____
Title _____

SECTION F - CONTRACT
STANDARD FORM OF AGREEMENT

STATE OF TEXAS
COUNTY OF WICHITA

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the City of Burkburnett of the County of Wichita and State of Texas acting through Carl Law, Mayor thereunto duly authorized so to do, Party of the _____ First Part, hereinafter termed OWNER and _____ of the City of _____, County of _____, and State of _____, 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 even 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:

2021 CITY OF BURKBURNETT STREET REHABILITATION PROJECT
BURKBURNETT, TEXAS

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 conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the specifications and addenda therefor, as prepared by **Corlett, Probst & Boyd, Inc.**, hereinafter 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 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 of written notice to do so shall have been given to him, and to substantially complete the same within 30 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.

The OWNER agrees to pay the CONTRACTOR in current funds the prices shown in the proposal, which forms a part of this contract, such payments to be 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.

Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

City of Burkburnett

By: _____

Carl Law, Mayor

By: _____

ATTEST: _____

ATTEST: _____

SECTION G: PERFORMANCE AND WARRANTY BOND

THE STATE OF TEXAS
COUNTY OF WICHITA

SURETY'S NO: _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____ {hereinafter called the Principal(s)}, as Principal(s),
and _____

_____ {hereinafter called the Surety(s)}, as Surety(s), are held and firmly bound unto the City of
Burkburnett, Texas, (hereinafter called the Obligee), in the amount of
_____ Dollars (\$ _____), for
the payment whereof the said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 20____, to construct 2021 City of Burkburnett Street
Rehabilitation Project, specifically including in the scope of this work and bond, the additional
SPECIAL WARRANTY provisions set forth in the contract documents, which contract is hereby
referred to and made a part hereof as fully and to the same extent as if copies at length herein,
as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall
faithfully perform the work in accordance with the contract documents, including any addendum
thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Wichita
County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work performed hereunder, or the
plans, specifications or drawings accompanying the same, or any assignment of the contract as
may be provided for the instructions to bidders, shall in anywise affect its obligation on this Bond,
and it does waive notice of any such change, extension of time, alteration or addition to the terms
of the contract, assignment thereof, or to the work to be performed hereunder.

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

Principal

By _____

Address: _____

Surety

By _____

Address: _____

NOTE: Attach Power of Attorney

SECTION H: PAYMENT BOND

THE STATE OF TEXAS
COUNTY OF WICHITA

SURETY'S NO: _____

KNOW ALL MEN BY THESE PRESENTS: That _____ of the
City of _____ County of _____ and State of _____
as Principal, and , _____, as Surety, are held
and firmly bound unto the City of Burkburnett, Texas, a home rule municipal corporation of
Wichita County, Texas, as obligee, in the amount of
_____ Dollars (\$ _____), for
the payment whereof the said Principal and Surety bind themselves, their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 20_____, to construct 2021 City of Burkburnett Street
Rehabilitation Project, 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 the obligation is 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 null and void; otherwise, it is to
remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Wichita
County, State of Texas.

Surety, for value received, stipulates and agrees that no change, 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, or any assignment of the contract as
may be provided for in the instructions to bidders, shall in anywise affect its obligation on this
Bond, and it does waive notice of any such change, extension of time, alteration or addition to
the terms of the contract, assignment thereof, 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

By _____

Address: _____

Surety

By: _____

Address: _____

NOTE: Attach Power of Attorney

SECTION I: NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: 2021 City of Burkburnett
Street Rehabilitation Project

You are hereby notified to commence work in accordance with the contract dated _____, on or before _____, and you are to complete the work within thirty (30) consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20__.

City of Burkburnett
(Owner)

By: Carl Law

Title: Mayor

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to
Proceed is hereby acknowledged

by _____

this the _____ day of _____, 20__

By _____

Title _____

SECTION J - SUPPLEMENTAL CONDITIONS

1.0 General: These Supplemental Conditions modify or expand the General Provisions found in the **Public Works Construction Standards – North Central Texas**, October, 2004 published by and available through the North Central Texas Council of Governments. It is the intent of the Owner that these documents should be viewed together.

2.0 Modification of Existing Sections: Item numbers below correspond to item numbers in the General Provisions. This section contains modifications or additions to the existing items.

Item 101. Definitions

Add the following definitions to those listed:

Advertisement: When the word advertisement is used, it shall be interpreted to mean the **Notice to Bidders**, duly signed and published.

Certificate of Construction Completion/Final Acceptance: A document, issued to the Contractor, constituting a representation on the part of City staff to the Director of Public Works of the City of Burkburnett, Texas; that, ***in the opinion of staff***, the referenced project has been completed in general accordance with the Contract Documents on a specified date; and that, furthermore, final payment on the project as modified is due. The Certificate of Construction Completion/Final Acceptance states a date upon which, ***in the opinion of staff***, the project was complete and thus time charges should cease. ***The Contractor should note that it is the Director of Public Works of the City of Burkburnett, Texas, which actually accepts the project.***

General Provisions: Division 100 of the **Public Works Construction Standards – North Central Texas**, October, 2004 published by and available through the North Central Texas Council of Governments as amended and revised and incorporated documents thereto.

Notice to Proceed: A written notice, delivered in accordance with the definition of NOTICE, to the address indicated in the Contract Document stating the date by which work on the Contract must begin.

Standard Specifications: When referenced in general terms, the entire Standard Specifications for Public Works Construction published by and available through the North Central Texas Council of Governments; when referenced in specific, division numbers 100 through 900 of that document as amended and revised and incorporated documents thereto.

Superintendent: The authorized representative of the Contractor.

Supplemental Agreement: A written agreement between the parties of the contract covering alterations and unforeseen work incidental to the project.

Substantially Completed: By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

Work Order: Same as Notice to Proceed.

Replace Definition of Contract or Contract Documents with the following:

Contract or Contract Documents: The written agreement covering the performance of work. The contract and contract documents include the notice to bidders; instructions to bidders; bid proposal form; addendum; Public Works Construction Standards, October 2004 Edition, as published by and available through the North Central Texas Council of Governments; these Supplemental Conditions; the Special Conditions (if any); the Supplemental Specifications (if any); Federal Requirements Section (if any); Project Specific Special Requirements and Specifications (if any); plans and/or working drawings (if any) and any supplemental changes or agreements pertaining to the work or materials thereof; bonds; and any additional documents incorporated by reference in the above.

The following legal holidays are listed to supplement the definition of "Working Days":

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Add the following abbreviations to those listed:

ASCE	American Society of Civil Engineers
HI	Hydraulic Institute
Asph	Asphalt
GI	Galvanized Iron
SF	Square Feet
CF	Cubic Feet
MGD	Million Gallons per Day
@	At

Item 102 Proposal Form

Add the following paragraphs to this section:

The Owner shall make available to the bidders additional, unbound copies of the Bid proposal form for use in submitting of the bids at the bidder's request. Notwithstanding the Measurement and Payment section of the technical specifications, unless otherwise modified by a written change order to the contract, the pay items outlined in the bid proposal form shall be the only pay items used for compensation to the Contractor for a completed project as shown in the Contract Documents. All work not specifically described as a payment item required to produce a fully functional and warranted project as shown and specified shall be considered subsidiary to the various pay items listed in the bid proposal form.

Item 102.5. Proposal Guaranty

Modify the first paragraph in this section to allow the use of a certified check as bid surety. Modify language throughout to indicate that statements referring to cashier's checks also apply to certified checks.

Item 103.3 Surety Bonds

Replace paragraph 103.3.1.4. Bond Amounts Based on Contract Amount to add the following provisions for contracts greater than \$50,000:

If the amount of the contract, including OWNER – accepted alternates and allowances, if any, is greater than \$50,000, Performance and Payment Bonds in 100% of the Contract amount are mandatory and shall be provided by the bidder receiving the award. If the Contract amount is less than \$50,000, the bidder receiving the award may elect not to provide Performance and Payment Bonds.

Item 103.4. Insurance

Modify paragraph 103.4.1.2. Commercial General Liability, to add the following provision for contracts less than \$25,000:

AMOUNT OF CONTRACT LESS THAN \$25,000:

General Aggregate	\$250,000
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Modify Item 103.4.1.1 to add the following paragraph:

Item 103.4.1.1 Worker's Compensation Insurance Coverage.

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

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

Persons providing services on the project ("subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation or other services related to a project. "Services"

does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provisions 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 Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

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

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

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

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

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

b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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

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

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

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

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

Remove paragraphs 103.4.2 and 103.4.3 in their entirety. No additional OWNER'S PROTECTIVE LIABILITY INSURANCE or UMBRELLA LIABILITY INSURANCE will be required.

Add Subparagraph (6) to paragraph 103.4.5.1., which will read as follows:

(6) Each policy shall be endorsed to provide a waiver of subrogation rights against the OWNER.

Add Subparagraph (5) to paragraph 103.4.5.3., which will read as follows:

- (5) If any insurance company for the CONTRACTOR that provides insurance required pursuant to these contract documents becomes insolvent or subject to any rehabilitation, conservatorship, liquidation, bankruptcy or similar proceeding, the CONTRACTOR shall procure, immediately upon first notice of such occurrence and without cost to the OWNER, replacement insurance coverage before continuing the performance of the Work at the Project. Contractor shall, as soon as possible, provide OWNER with a certificate of insurance indicating such replacement insurance coverage. Any failure to provide such replacement insurance coverage shall constitute a material breach of this contract.

105.1.1 Priority of Contract Documents

Replace this section in its entirety with the following:

In case of conflict between Contract documents, priority of interpretation shall be in the following order: signed agreement (or contract), performance and warranty bonds, payment bonds, bid proposal form, Notice to Proceed, Project Specific Special Requirements and Specifications, Supplemental Specifications, Supplemental Conditions, Notice to Bidders, project drawings, these **Public Works Construction Standards – North Central Texas**, October, 2004, Standard Drawings, referenced specifications. See also Item 105.1.2. Contract Drawings and Specifications, Item 105.1.5. Errors and Corrections in Drawings and Specifications, Item 104.3. Disputed Work and Claims for Additional Compensation, and Item 105.7. OWNER's Representatives.

105.5 Means and Methods of Construction

Add the following paragraphs to this section:

Fences:

The Contractor shall execute his work in such a manner that the fences shall remain closed at all times except when actually passing through said fences in the execution of his duties. Extreme care shall be exercised by the Contractor and his working force to prevent any livestock or household pets from escaping and running loose. The Contractor shall be responsible for returning any livestock or household pets to private property due to neglect by the Contractor.

Any fences of wood, wire or other building material which may be encountered will be returned to its original condition by the Contractor after the passage of his operation.

Whenever possible the Contractor will endeavor to utilize existing gaps and gates in fences which are to be crossed if this can be done without moving outside of the proposed right-of-way or with permission of the property owner.

105.9 Inspection

Add the following paragraph to this section:

The City of Burkburnett, Texas may maintain inspection forces on the project site at its prerogative. The function of an inspector if present is only to protect the interests of the City.

Failure of the inspector to note or require correction of improper work does not absolve the Contractor from their responsibility to correct such improper work. The inspector is not authorized to waive any requirement of the Contract Documents or to make any change or modification to the requirements of the contract. The inspector shall not act as the foreman of the Contractor's forces.

105.9.1 Removal of Defective and Unauthorized Work.

Add the following paragraph to this section:

If the Engineer so requests, the Contractor shall, at any time before acceptance of work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall, restore said portion of the work to the standard required by the specifications. Any questioned work may be ordered taken up or removed for re-examination by the Engineer, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the Contractor, otherwise the expense thus incurred shall be allowed as extra work, and shall be paid for by the Owner: provided that, where inspection or approval is specifically required by the specification prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the Engineer.

Item 106.1 "Or Equal" Clause

Add the following paragraphs to this section:

In examining adequate performance, the Engineer will consider the proposed ease of function, aesthetic qualities, past performance history of both the product and the manufacturer, materials of manufacture, general quality of manufacture, and any other such factors as he may in his sole opinion consider relevant in examining proposed alternates and substitutions.

Unless substitutions are approved prior to the bid opening, in accordance with the directions given in the Instructions to Bidders, the City reserves the right to require the Contractor to supply documentation as to the cost of the specified alternate and the proposed substituted alternate. In the event that the Contractor chooses to use a more expensive material and/or method, and said material or method is approved, any additional costs will be borne exclusively by the Contractor. In the event that a less expensive alternate is chosen and approved, the City reserves the right to require that a change order be issued, reducing the overall costs of the contract by an amount equal to 50% of the calculated, provable difference in costs between the two alternates. Suitable documentation shall include written estimates, invoices and other approved documents.

Item 106.2 Materials and Equipment

Add the following paragraphs to this section:

Materials shall be stored so as to insure preservation of their quality and their fitness for the work. Stored materials shall be located so as to facilitate prompt inspection.

All chemicals and any additional or replacement process media to be used in treatment of water supplied by the City shall conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for direct additives and ANSI/NSF Standard 61 for indirect additives. Conformance with these standards must be obtained by certification of the product by an organization accredited by ANSI.

Item 107.18 Public Convenience and Safety:

Modify the following paragraphs to this section:

The Contractor shall supply the names and phone numbers of at least two competent employees to handle general emergency and emergency traffic needs on the project twenty-four hours a day. Failure of the Contractor to correct improper or dangerous conditions after the City attempts to contact these employees within 2 hours shall be grounds for action on the part of the City as defined in the second paragraph of this section.

Item 108.9 Contractor Default: Owner's Right to Suspend Work and Annul Contract:

The last sentence in the second paragraph of this section currently reads, "The surety in such event shall assume the Contractor's place in all respects, and shall be paid by the Owner for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the Contract amount, regardless of the cost to the surety to complete the work."

Replace the last sentence with the following:

The surety in such event shall assume the Contractor's place in all respects, and shall be paid by the Owner for all work performed by it in accordance with the terms of the contract, but in no event shall the total payments made to the Contractor and the surety over the complete term of the contract exceed the contract amount, regardless of the cost to the surety to complete the work.

Item 109.4 Payment Withheld:

To the lists of additional reasons for withholding payment to the Contractor, add the following:

(13) Outstanding indebtedness on the part of the Contractor to the City of Burkburnett, Texas resulting from documentable claims relating to unpaid taxes, utility costs, or other debts owed to the City by the Contractor.

SECTION K - SUPPLEMENTAL SPECIFICATIONS

1.0 Purpose: This section is supplemental to the **Public Works Construction Standards – North Central Texas**, October, 2004 published by and available through the North Central Texas Council of Governments. Its purpose is to modify the General Specifications found in that document. It should be considered supplementary to and as taking precedence over those specifications.

2.0 General Payment Statement: Notwithstanding the Measurement and Payment section of the specifications, unless otherwise modified by a written change order to the contract, the pay items outlined in the Bid proposal form shall be the only pay items used for compensation to the Contractor for a completed project as shown in the Contract Documents. All work not specifically described as a payment item required to produce a fully functional and warranted project as shown and specified shall be considered subsidiary to the various pay items listed in the Bid proposal form.

3.0 Modification of Existing Sections: Item numbers below correspond to item numbers in the Materials and Construction Methods Provisions. This section contains modifications or additions to the existing items.

Item 200 Site Protection and Preparation

Item 200.1. Mobilization includes the movement of all labor, equipment, supplies and incidentals to the project site; the establishment of storage areas and facilities necessary for work on the project; and other work and operations which must be performed or costs not directly attributable to other pay items which must be incurred by the Contractor before beginning and during the early stages of work on the project site. The cost of required insurance and bonds and/or any other initial expense required to start work shall be included in this item.

Item 200.2. Payment. Partial payments of the "Lump Sum" bid for mobilization will be as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

● **(NOTE: Material-on-hand is NOT considered as a 'construction item')**

(1) Upon presentation of a paid invoice for the payment bond, performance bond and/or required insurance, the Contractor will be paid that cost from the amount bid for mobilization.

(2) The mobilization of rock crushers, hot-mix asphaltic-concrete plants, concrete batch plants or other similar facilities, with supporting equipment, to the project site or to the vicinity of the project site will be considered as partial mobilization under this contract. The Contractor shall provide a certified statement of his expenditure for the mobilization and setup of the facility and supporting equipment. Upon approval by the Engineer, the certified expenditure will be paid from the amount bid for the Item, "Mobilization". In no case shall the combined amount for all these facilities be more than 10% of the mobilization lump sum bid.

(3) When 5% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

(4) When 10% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

(5) When 15% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

(6) Payment for the remainder of the lump sum bid for "Mobilization" will be made on the final monthly estimate.

SECTION L

PROJECT SPECIFIC SPECIAL REQUIREMENTS AND SPECIFICATIONS

PURPOSE: This section is intended to address project specific needs which are unique in nature. The subject matter in this section is intended to modify and supersede the Public Works Construction Standards – North Central Texas, October, 2004 published by and available through the North Central Texas Council of Governments, and, Section L through P of this document.

INSURANCE: The Contractor must furnish a copy of its Certificate of Liability Insurance. The insurance coverage must meet the minimum amounts required by the Contract, including: Commercial General Liability: \$1,000,000 aggregate and \$600,000 per occurrence; Automobile Liability: \$600,000 aggregate or \$500,000 for personal injury and \$100,000 for property damage; Workers' Compensation: Statutory Limits. The City of Burkburnett (or "Certificate Holder") should be named as an Additional Insured on General Liability and Automobile Liability policies. The City of Burkburnett (or "Certificate Holder") should be provided a Waiver of Subrogation on General Liability, Automobile Liability, and Workers' Compensation policies. Endorsements providing for additional insured and waiver of subrogation must be provided. There should be a provision for 30 days' advance written notice of cancellation or material change shown on the Certificate of Liability Insurance. See the North Central Texas Council of Governments' Standard Specifications for Public Works Construction at 103.4 and the City's Supplemental Conditions for more information.

CONTRACTOR SELF PERFORMANCE: The Prime Contractor must self-perform at least 25% of the project based on monetary value of the bid items. The Contractor must have a Superintendent on the project. The Superintendent will be directly employed by the Prime Contractor and have no affiliation with any subcontractors. The Superintendent will be a responsible person with daily oversight and direction of the work of the project.

WEATHER DAYS: The number of adverse weather days shall be determined on a monthly basis from the first calendar day to the last calendar day of each month. An adverse weather day shall be a day in which inclement weather caused the Contractor to be unable to perform work during 50% of the normal working hours within the day (including weekends and holidays only if work is scheduled or attempted) and which delayed the Contractor's work critical to the timely completion of the Project. Adverse weather day claims/requests shall be project and work type specific. If the Contractor is not scheduled to work on any given day (i.e. weekends and holidays), that day shall not automatically be granted as an adverse weather day. The number of claimed/requested adverse weather days will be reviewed and evaluated by the Project Engineer/Manager and Project Inspector. The Project Inspectors Daily Logs shall be the Log of Record. The Contractor shall be entitled to a time extension equal to the number of justifiable adverse weather days as deemed by the Project Engineer/Manager. The Contractor shall submit weather day claims/requests, in writing, with each monthly pay request. Failure to submit claims/requests in accordance with this specification will result in no extension of time being granted for that period.

SPECIAL WARRANTY: The Contractor shall guarantee all material and workmanship for a period of one (1) year from the date of final acceptance by the Director of Public Works as

outlined in Section L. The guarantee shall specifically include the direct labor and material cost to replace any faulty material at no cost to the owner.

108.8 DELAYS; EXTENSIONS OF TIME; LIQUIDATED DAMAGES: All work required under this Contract, including final clean up, shall be completed on or before the elapse of thirty (30) calendar days from the authorization to begin work.

If the CONTRACTOR fails to complete the Contract prior to the completion date, considering approved extensions of time, liquidated damages will be charged for each calendar day that the work remains incomplete. The City will deduct from any monies due or coming due to the CONTRACTOR an amount equal to \$240.00 per Calendar Day for failure to complete all the work under the Contract in the time specified therefore, until that work is, in all things, completed to the satisfaction of the Engineer. In the case where the remaining amount due the CONTRACTOR is less than the total amount of liquidated damages, the City shall have the right to recover the difference from the CONTRACTOR or the CONTRACTOR'S surety.

The CONTRACTOR shall not be entitled to any claims against the City for damages for hindrances or delays, from any cause whatsoever, including weather, in the progress of the work or any portion thereof.

The time for completion of the work may be extended upon written request from the CONTRACTOR to the Engineer, provided the request is based only on delays or suspensions resulting from a change in the scope of the work which has been approved by the Engineer. The length of such extension, if approved by the Engineer, shall be the equivalent number of calendar days during which the work was suspended, or in proportion to the amount of extra work compared to the amount of the original Contract. Requests for extensions in completion dates shall be made in writing within twenty (20) days of occurrence. All such requests for extension shall include sufficient supporting data to evaluate the request. The Engineer may request additional supporting data from CONTRACTOR, when he deems it necessary.

Time lost due to delays caused by Subcontractors, an inadequate construction force, the specific means and methods employed by the CONTRACTOR, or failure of the CONTRACTOR to properly place orders for equipment or materials will not be justification for extensions of time.

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CONSTRUCTION NOTES AND PROCEDURES

1. Contractor will be responsible for providing and maintaining all traffic control signs, barricades, cones, flagmen and other traffic control devices throughout the entire project.
2. Construction Procedures
Items 1 and 2 shall conform to the *Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges*, Item 340 Specification. The CONTRACTOR will be responsible for Production and Placement testing once each day while performing these items of work. This testing will not be paid for directly but will be considered subsidiary to this item of work.
Items 3 and 4 shall conform to the *Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges*, Item 354 Planing and Texturing Pavement, specification.
Recycled Asphalt Pavement(RAP) generated from items 3 and 4 will be delivered to 613 FM 369 in Burkburnett, Texas 76354.
Tack coat will be CSS-1H and will be applied at a rate of .20 gal/sy.
3. Where new construction abuts existing paved driveways or streets, the existing asphalt or concrete paving shall be saw cut in a straight line normal to the axis of the road or driveway and the existing material be removed leaving a neat line between the existing and new. If a neat line can be created using a milling device, this will also be an acceptable method.
4. The Contractor will be responsible for the traffic control including barricades, cones, signs, flagmen and other items necessary to keep the driving public clearly informed of their option, limitations and restrictions required to maintain a safe environment and to protect the work as well as the public's vehicles. Traffic cones separating the working areas and driving lanes shall be spaced at no more than 75 feet from each other. Barricades shall be placed at the intersections in a manner prohibiting traffic entering the work zone traffic control in the wrong direction. The Contractor shall provide a plan for traffic control that conforms to the details shown on the Plans and those indicated in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
5. All disturbed pavement shall be fully reconstructed before ceasing daily work.
6. Access to driveways and cross streets shall be provided at all times during construction, except when the respective intersections are being demolished or reconstructed.
7. The Owner will provide an on-site inspector to monitor progress of project and to field questions.
8. Protection of all City-owned utilities such as valve boxes, manhole tops, and water meter boxes will be the responsibility of the Contractor. If any of these items are damaged during construction operations, repair or replacement will be at the contractor's expense.