

**CONTRACT DOCUMENTS  
&  
TECHNICAL SPECIFICATIONS  
FOR**

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**TONY LEMUS TENNIS COURT IMPROVEMENTS  
FOR  
CITY OF FALFURRIAS, TEXAS**

---

**Mayor**  
Lamar D. Martinez Sr.

**Alderman**  
Manuel Perez Jr.

**Alderwoman**  
Mae Saenz

**Alderman**  
David Longoria

**City Administrator**  
Noel Bernal

**JANUARY 2015**

Prepared by:



engineers | architects | contractors

801 Navigation, Suite 300  
Corpus Christi, Texas 78408  
(361) 883-1984  
TBPE Firm No. F-366

**THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, PERMIT OR OTHER UNAUTHORIZED PURPOSES. THESE DOCUMENTS/PLANS WERE AUTHORIZED TO BE RELEASED.**

**BY: JUAN A. PIMENTEL, P.E.**

**LICENSE NO: 95847**

**DATE: 1/21/2015**

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***CONTRACT DOCUMENTS***

## ADVERTISEMENT AND INVITATION FOR BIDS

Sealed Proposals addressed to the City Clerk of the City of Falfurrias, 625 N. St. Mary's Street, P.O. Drawer E, Falfurrias, Texas 78355 will be received at City Hall until **2:00 p.m.** on \_\_\_\_\_ and then publicly opened and read aloud at the same location and time for "**Tony Lemus Tennis Court Improvements**". A Pre-Bid Conference will be held on \_\_\_\_\_ at **10:00 a.m.** at City Hall with an on-site visit being a portion of the proceedings. Any bids received after the above-stated date and time will be returned unopened.

**Major items of work include the following:**

**The project consists of providing removing existing tennis court surface to existing base, proof roll existing base, new 1 ½" HMA CP (Type D), prime coat and new surface in accordance with the contract documents, technical specifications, and plans.**

Copies of the Contract Specifications and Drawings are on file at the City Hall of Falfurrias and at the office of LNV, 801 Navigation, Suite 200, Corpus Christi, Texas 78408, Phone (361) 883-1984, and will be forwarded to prospective bidders or suppliers upon submitting a non-refundable fee of \$40.00 with the engineer, LNV, for each set of documents obtained. If mailed, an additional separate fee of \$10.00 will be required from all prospective bidders or suppliers to cover shipping and handling charges. **The payment represents reproduction costs and is non-refundable.**

"We reserve the right to process checks electronically by transmitting the amount of the check, routing number, account number, and check serial number to your financial institution."

Each proposal shall be accompanied by a Certified or Cashier's Check or a Bidder's Bond from a surety company licensed in the State of Texas, in an amount of at least Five Percent (5%) of the largest amount bid, payable to the City of Falfurrias, Texas as a guarantee that the successful bidder will enter into a contract with the Owner.

Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the U.S. Department of Labor and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin.

The Owner reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City of Falfurrias for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

**City of Falfurrias Clerk, Texas**  
**/s/ Melinda Garza, City Clerk**

**BID PROPOSAL**

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Proposal of \_\_\_\_\_  
a \* \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Texas to the City of Falfurrias (hereinafter called "OWNER").

BIDDER hereby proposes to perform all WORK for the construction of the “**Tony Lemus Park Tennis Court Improvements**” in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$ 200.00** for each consecutive calendar day thereafter as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an Individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following amount:

**BID SCHEDULE**

<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
-------------	-----------------	-------------	--------------------	-------------------	--------------------

**TENNIS COURT IMPROVEMENTS**

<b>A-1</b>	<b>2,910</b>	<b>SY</b>	<b>Tennis Court Improvements includes but not limited to base repair, proof rolling existing base, prime coat, asphaltic material and resurface per plans and specifications, complete in place per square yard.</b>	_____	_____
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**TENNIS COURT IMPROVEMENTS TOTAL BASE BID \$** \_\_\_\_\_

**TOTAL BASE BID \$** \_\_\_\_\_



Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License number (if applicable)

\_\_\_\_\_  
Date

Seal - (if BID is by a corporation)

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

---

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between the City of Falfurrias, P.O. Drawer E., Falfurrias, Texas 78355 (hereinafter called OWNER) and (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK:**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**"Tony Lemus Tennis Court Improvements"**

**Article 2. ENGINEER:**

The Project has been designed by:

**LNV, Inc.  
801 Navigation, Suite 300  
Corpus Christi, Texas 78408**

who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME:**

- 3.1 The Work will be completed and ready for final payment in accordance with the General Conditions within 45 calendar days from the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions.

They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred & 00/100 dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement for completion and readiness for final payment.

**Article 4. CONTRACT PRICE:**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: Per Contractors Proposal dated \_\_\_\_\_ in the total bid amount of \$ \_\_\_\_\_, as attached and a part of this contract document.

**Article 5. PAYMENT PROCEDURES:**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

**Article 6. INTEREST:**

All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

**Article 7. CONTRACTORS REPRESENTATIONS:**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.3. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General and Special Conditions.
- 7.4. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

**Article 8. CONTRACT DOCUMENTS:**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consists of the following:

8.1 A bound set of executed documents and specifications titled:

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CONTRACT DOCUMENTS  
&  
TECHNICAL SPECIFICATIONS  
FOR  
TONY LEMUS TENNIS COURT IMPROVEMENTS  
FOR  
CITY OF FALFURRIAS, TEXAS

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Mayor  
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Noel Bernal

JANUARY 2015

Prepared by:



engineers | architects | contractors

801 Navigation, Suite 300  
Corpus Christi, Texas 78408  
(361) 883-1984  
TBPE Firm No. F-366

together with all of the items or sections listed in the Table of Contents thereof.

8.2 A Notice of Award consisting of one page.

8.3 A Notice to Proceed with Construction consisting of one page which shall be executed at a later date.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

**Article 9. MISCELLANEOUS:**

- 9.1. Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**Article 10. OTHER PROVISIONS:**

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to OWNER and CONTRACTOR and one counterpart to ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2015.

**OWNER:**  
**City of Falfurrias, Texas**

**CONTRACTOR:**

By: \_\_\_\_\_  
**Lamar D. Martinez , Mayor**

By: \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

**City of Falfurrias**  
**625 N. St. Mary's St.**  
**P.O. Drawer E**  
**Falfurrias, Texas 78355**

# Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act

under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
  8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
  11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
  12. Definitions.
    - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
    - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



# Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

## CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28B (1984 Edition)

1. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the

Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located of after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

***GENERAL CONDITIONS***

## GENERAL CONTRACT CONDITIONS

---

### CONTRACT AND CONTRACT DOCUMENTS

The project to be constructed pursuant to this contract and is subject to all applicable Federal and State laws and regulations.

The Plans, Specifications and Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

### DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- A. The term "Contract" means the Contract executed between the **City of Falfurrias**, hereinafter called the Locality and, \_\_\_\_\_ hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- B. The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- C. The term "Engineer" means LNV, Engineer in charge, serving the Locality with architectural or engineering services, his successor, or any other person or persons, employed by the Locality for the purpose of directing or having in charge the work embraced in this Contract.
- D. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instruction to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

### SUPERVISION BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- B. No proposed subcontractor shall be disapproved by the City of Falfurrias except for cause.
- C. The Contractor shall be as fully responsible to the City of Falfurrias for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

- E. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the Locality.

### **FITTING AND COORDINATION OF WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

### **PAYMENTS TO CONTRACTOR**

#### **A. Partial Payments**

1. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval within five (5) days after the end of each month. The amount of the payment due to the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be delivered to the Engineer.
2. Monthly or partial payments made by the Locality to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Locality. Such payments shall not constitute a waiver of the right of the Locality to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Locality in all details.

#### **B. Final Payment**

1. After final inspection and acceptance by the Locality of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
2. The Locality before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Locality deems it necessary in order to protect its interest. The Locality may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
3. Any amount due the Locality under Liquidated Damages, shall be deducted from the final payment due the Contractor.

#### **C. Payments Subject to Submission of Certificates**

Each payment to the Contractor by the Locality shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

D. Withholding Payments

The Locality may withhold from any payment due the Contractor whatever is deemed necessary to protect the Locality, and if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or materials dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Locality and will not require the Locality to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Locality elects to do so. The failure or refusal of the Locality to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

**CHANGES IN THE WORK**

- A. The Locality may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the City of Falfurrias's Council prior to execution of same.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Locality authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract will be valid unless so ordered.
- C. If applicable unit prices are contained in the Agreement, the Locality may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by twenty five percent (25%).
- D. Each change order shall include in its final form:
1. A detailed description of the change in the work.
  2. The Contractor's proposal (if any) or a confirmed copy thereof.
  3. A definite statement as to the resulting change in the contract price and/or time.
  4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
  5. The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

**CLAIM FOR EXTRA COST**

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Locality, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. If, on the basis of the available evidence, the Locality determines that an adjustment of the Contract

Price and/or time is justifiable, a change order shall be executed.

## **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

### **A. Right of the Locality to Terminate Contract**

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Locality may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. The notices shall contain the reasons for such intention to terminate the Contract, and unless such violation or delay shall cease and satisfactory arrangement or correction be made within ten (10) days, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Locality shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Locality may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Locality for any excess cost incurred. In such event the Locality may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

### **B. Liquidated Damages for Delays**

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Locality as fixed, agreed, liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$200.00 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Locality for the amount thereof.

### **C. Excusable Delays**

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

- (1) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency.
- (2) Any acts of the Locality;
- (3) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other contract with the Locality, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the Contractor promptly notifies the Locality within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Locality shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Locality shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## **ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Locality; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Locality. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## **DISPUTES**

- A. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Locality for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Locality.
- B. The Contractor shall submit in detail his claim and his proof thereof.
- C. If the Contractor does not agree with any decision of the Locality, he shall in no case allow the dispute to delay the work but shall notify the Locality promptly that he is proceeding with the work under protest.

## **TECHNICAL SPECIFICATIONS AND DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Locality, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

## **SHOP DRAWINGS**

- A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in five (5) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason or his failure in this respect.
- B. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- C. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Locality not involving a change in contract price or time; the Engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.



## **REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Locality for any additional information not already in his possession which should be furnished by the Locality under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply with the provision of this section.

## **MATERIAL AND WORKMANSHIP**

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the Work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The Contractor shall furnish to the Locality for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest version thereof and any amendment or supplement thereto in effect on the date of the invitation for Bids, except as limited to type, class or grade, or modified in the Technical Specifications shall have full force and effect as though printed therein.
- E. The Locality may require the Contractor to dismiss from the work such employee or employees as the Locality or the Engineer may deem incompetent, or careless, or insubordinate.

## **SAMPLES, CERTIFICATES, AND TESTS**

- A. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- B. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- C. Approval of any materials shall be general only and shall not constitute a waiver of the Locality's right

to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- D. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  2. The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
  3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
  4. The Locality will pay all other expenses.

#### **PERMIT AND CODES**

- A. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Locality. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Locality will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Locality.

- B. The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

#### **CARE OF WORK**

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- B. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays,

- Sundays, and holidays, from the time the Work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Locality is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Locality.
  - D. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
  - E. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Locality from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Locality may become liable in consequences of such injury or damage to adjoining and adjacent structures and their premises.

#### **ACCIDENT PREVENTION**

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- B. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- C. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Locality with reports concerning these matters.
- D. The Contractor shall indemnify and save harmless the Locality from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.
- E. The Contractor shall provide trench protection for all trenches in excess of a depth of five (5) feet, in the manner specified in the Technical Specifications and Drawings.

#### **SANITARY FACILITIES**

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or foundations. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### **USE OF PREMISES**

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be

desired by the Locality, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

- B. The Contractor shall comply with all reasonable instructions of the Locality and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signs and barricades.

#### **REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed by the Engineer during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the Work and public rights of way in a neat and clean condition.

#### **INSPECTION**

- A. All materials and workmanship shall be subject to inspection, examination, or test by the Locality and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Locality shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Locality may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Locality.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Locality will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- C. The Contractor shall notify the Locality sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Locality, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Locality.
- D. Should it be considered necessary or advisable by the Locality at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- E. Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material as a whole or in part will be made at the Project Site.
- F. Neither inspection, testing, approval nor acceptance of the Work in whole or in part, by the Locality or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

## **REVIEW BY LOCALITY**

The Locality and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Locality through its authorized representatives or agents.

## **FINAL INSPECTION**

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Locality in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Locality will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

## **DEDUCTION FOR UNCORRECTED WORK**

If the Locality deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Locality and subject to settlement, in case of dispute, as herein provided.

## **INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Locality. Each insurance carrier shall be licensed to operate in the State of Texas and listed with the Texas State Board of Insurance.

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

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

Persons providing services on the project ("subcontractor" in para.406.09 includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

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

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

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

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

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.00(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 effects 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.

A. Compensation Insurance:

The Contractor shall procure and shall maintain during the life of this Contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

B. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:

The Contractor shall procure and shall maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

Public Liability: \$100,000 for injuries to 1 person. \$300,000 for each occurrence. In addition to these requirements, the City requires an additional \$1,000,000.

Property Damage: \$250,000.

Automobile Property Damage: \$250,000.

Automobile Public Liability: \$500,000 for injuries to 1 person. \$500,000 for each occurrence.

NOTE: Automobile insurance shall cover all automobiles and trucks owned by the CONTRACTOR. For terms covered under this Contract, the City of Falfurrias, P.O. Drawer E, Falfurrias, Texas 78355 and LNV, 801 Navigation, Suite 300, Corpus Christi, Texas 78408 shall be named as additional insured with respect to general liability.

Proper certificates of insurance shall be filed with the ENGINEER prior to the execution of the Contract.

C. Proof of Insurance:

The Contractor shall furnish the Locality with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the Locality."

**WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Locality free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Locality. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**WARRANTY OF WORKMANSHIP AND MATERIALS**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Locality or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

**COMPLIANCE WITH AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto, the Contractor agrees that:

1. Any facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

**EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor will not discriminate against any employee or an applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The goals for minority and female participation are as follows:

Goals for Minority	Goals for Female
0%	0%



These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

- E. The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- F. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- G. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- H. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- I. The Contractor shall not enter into any subcontract with any person or firm debarred from Governmental contracts.
- J. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

#### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES**

- A. To the greatest extent feasible, opportunities for training and employment must be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The Contractor will include this clause in every subcontract for work in connection with the project.

#### **NON SEGREGATED FACILITIES**

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas,

time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

### **JOB OFFICES**

- A. The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Locality shall be consulted with regard to locations.
- B. Upon completion of the improvements, or as directed by the Locality, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the Work in the condition required by the Contract.

### **PARTIAL USE OF SITE IMPROVEMENTS**

The Locality may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the Work by the Contractor.
- B. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- C. The period of guarantee stipulated in the General Contract Conditions hereof shall not begin to run until the date of the final acceptance of all Work which the Contractor is required to construct under this Contract.

### **CONTRACT DOCUMENTS AND DRAWINGS**

The Local Public Agency will furnish the Contractor without charge five (5) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

### **CONTRACT PERIOD**

The Work to be performed under this Contract shall commence within the time stipulated by the Locality in the Notice to Proceed, and shall be fully completed within the time stipulated in the Contractor's bid.

### **LIQUIDATED DAMAGES**

Since the actual damages for any delay in completion of the Work under this Contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Locality the sum of Two Hundred Dollars (\$200.00) as fixed, agreed, and liquidated damages for each calendar day of delay from the above stipulated time for completion.

***SPECIAL CONDITIONS***

## SPECIAL CONDITIONS

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### DESCRIPTION OF WORK:

#### **“TONY LEMUS TENNIS COURT IMPROVEMENTS”**

The Contractor shall furnish all labor, materials, equipment, tools, services and supervision necessary to perform all the work as described in the Proposal and shall deliver the work complete in all respects and in full accordance with the Contract Documents. All incidental services and materials which may be reasonably inferred as necessary to accomplish the intended end result shall be provided by the Contractor whether or not specifically shown on the Drawings or itemized in the Specifications.

### CONSTRUCTION SEQUENCE:

Within ten (10) days after receiving a written “Notice to Proceed” the Contractor will be expected to pursue continuous progress of the overall Project from beginning of the work to completion. The Contractor will, in general, be left to schedule his work as he sees fit in so far as the Owner remains satisfied that an orderly progress is being made on the project to the extent of finishing within the stated contract time.

The Contractor will, however, be required to coordinate the sequencing of this work with the Owner and various utility companies, and any other individual or entity which may suffer inconvenience or damage as a result of a lack of cooperation in the construction of the project.

### TIME OF COMPLETION:

Construction time is to start ten (10) days after receipt of a written “Notice to Proceed”. All items of work contemplated in these Specifications and the accompanying drawings is to be fully completed in the number of days specified in the bid proposal. After a final inspection, Contractor shall have thirty (30) days to remedy any incomplete or defective work.

### PROJECT MEETINGS:

Prior to starting work, the Contractor shall attend a pre-construction conference to review the Contractor’s schedules, to establish procedures for processing applications for payment, and to establish a working understanding between Owner, Engineer and Contractor. Representatives of all parties shall be in attendance. Other meetings will be scheduled during the construction as need dictates.

### LIQUIDATED DAMAGES FOR DELAY:

The Contractor agrees that a delay in substantial completion of the project beyond the total number of days anticipated for substantial completion plus such extensions to the allotted time as may be provided for in the General Conditions shall cause a damage to the Owner and that the Owner may withhold, permanently, from the Contractor’s total compensation a sum of two hundred dollars (\$200.00) per calendar day as the stipulated damages for such delay.

### GUARANTEES:

The Contractor shall provide the City of Falfurrias with a warranty which shall guarantee work against defective materials and workmanship for a period of one (1) year from the date of issue of certificate of acceptance. Neither final acceptance nor final payment or any provision in the contract documents will relieve Contractor of above guarantee. Failure to repair or replace defect upon notice entitles Owner to repair or replace same and recover reasonable cost thereof from the Contractor and/or his surety.

**PERMITS AND RIGHT-OF-WAY:**

The Owner will provide right-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor prior to the initiation of construction on easements through private property, or upon areas of public dedication, to familiarize himself with the requirements of the pertinent easement or permit and to abide by all of the stated terms of such easements or permits. The Contractor shall give notice of intent to begin construction on privately owned property or permitted areas as required by the relevant easement or permit but in no case less than 48 hours before commencing work.

**MATERIALS AND EQUIPMENT:**

Incorporate into work only new materials and equipment of domestic manufacture unless otherwise designated. Store materials and equipment in manner to protect them from damage.

**REPAIR OF DAMAGE:**

Driveways, curbs, culverts, yards or items of private or public ownership, if damaged during the course of construction of this project, shall be, to the greatest extent practicable, repaired or replaced to the condition of such items before their being damaged, at no cost.

**SITE MAINTENANCE AND CLEAN-UP:**

Maintain work site during construction neat and free of trash, rubbish or other debris. In cleanup operations, remove from site temporary structures, rubbish and waste materials, and leave site in a neat and presentable condition throughout. Dispose of excavated material beyond that which is needed to bring site to required final elevations.

**MEASUREMENT AND PAYMENT:**

Estimated quantities shown in the Contract Documents are provided solely for the purpose of allowing a uniform comparison of submitted bids. Payment will be made on either the basis of actual measured quantities or a lump sum as may be relevant to the particular item. For those items for which payment is based on actual measured quantities, the Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. Unit prices shall then be used to calculate payment. Methods of measurement shall be given in the Technical Specifications for each measured item.

**RETAINAGE:**

The Owner will retain from the Contractor's monthly estimate and request for payment an amount equal to 10% of the invoice amount. This 10% shall be retained by the Owner until final acceptance of the total project and then paid to the Contractor.

**PAYMENT FOR MATERIALS ON SITE:**

Contractor shall present to the Owner with his monthly estimate of production and request for payment a list of all material delivered to the project site, but not installed, with the total invoice cost of that material and the Owner shall pay to the Contractor the invoice cost of such material as has been verified by the Engineer to be "on site", less a 10% retainage. "On site" shall mean on or immediately adjacent to the work area or point of material installation, or a central storage yard or office area which has been set up for the project in the immediate project area. This does not include material in transit to the job site, material stored in yards or areas located in other towns, or materials stored in a manufacturer's warehouse, even though Contractor may have been invoiced for such material. Materials considered as consumables, i.e. chlorine for disinfection,

testing pipe and equipment, etc., shall not be considered as material on-site, and only principle material items shall be considered for payment for material on-site.

**STATE SALES TAX:**

The improvements proposed for construction under the terms of these Contract Documents shall become a part of the utility system of the City of Falfurrias. The City of Falfurrias qualifies as an exempt organization under the Limited Sales Excise Tax Rules and Regulations of the State of Texas. Since the City of Falfurrias and the Contractor shall be exempt from the state sales tax, the state sales tax shall not be included in the Bid.

Prior to the execution of the Contract, the Contractor shall obtain a Limited Sales Tax Permit and shall show evidence of this permit when signing the Contract. The Contractor shall then issue Resale Certificates in lieu of payment of the sales tax, on material purchased for incorporation into the project. These instructions are in strict compliance with the State Sales Tax Code, Section 151.311. The Contractor is assumed to be fully aware of the sales tax regulations and agrees to cooperate fully with the City of Falfurrias claiming its lawful exemption from the state sales tax.

**TRAFFIC CONTROL:**

It will be the Contractor's responsibility to provide a traffic control plan approved by the ENGINEER and the, if necessary, Texas Department of Transportation to adequately provide for the safety of the public during the course of the construction of the project.

**MATERIALS TESTING:**

The Owner will provide for the initial testing of materials to be incorporated into the project to such extent as may be desired including the testing of concrete samples taken at the time of concrete placement. The Contractor shall be responsible for supplying samples of materials as may be required for testing. Any re-testing required shall be at the Contractor's expense as stated in the General Conditions.

**WATER FOR CONSTRUCTION:**

Water used for the mixing of concrete, jetting or flooding trenches, or testing, or any other purposes incidental to this project, will be furnished by the Contractor. If water is obtained from the City's water supply, the Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease pressure in the City's water system. There will be no charge to Contractor for water used in the construction of this project.

**LINES AND GRADES:**

The Engineer will set control (both horizontal and vertical), but detailed construction staking shall be the full responsibility of the Contractor.

**LOCATION OF AND DAMAGE TO EXISTING UTILITIES:**

The Contractor shall be solely responsible for all above ground utilities, structures, and appurtenances in regard to protection and replacement or repair of same. The Contractor shall also be solely responsible for visible below ground utilities, structures and appurtenances that may be accurately located by removing manhole covers, valve box covers, and other access point coverings, with a reasonable effort on the part of two workmen, using hand tools for such removal and inspection. The cost of protecting, replacing, or repairing the utilities, structures, and appurtenances covered by this paragraph shall be borne solely by the Contractor and shall be included in the prices bid for the various affected items in the Contract.

The Contractor shall notify all private and public utilities 48 hours prior to performing any work in the vicinity of said utilities. Such 48-hour notice shall not include Saturdays, Sundays and holidays.

In those instances where faults, caverns or subsidence zones are encountered during construction, the design engineer will make the necessary adjustments and/or modifications to ensure proper installation. This subject is further defined in the detailed specification list which governs this project.

#### **CONTRACTOR'S FIELD ADMINISTRATION STAFF:**

The Contractor shall employ for this project, as its field administration staff, superintendents and foremen who are careful and competent and acceptable to the Owner. The criteria upon which the Owner shall make this determination shall include the following:

- A. The superintendent shall have at least five (5) years experience in the day-to-day field management and oversight of projects of a similar size and complexity to the project which is the subject of this Contract. This experience shall include, but is not limited to, scheduling of manpower and materials, safety, coordination of subcontractors, and familiarity with the submittal process, federal and state wage rate requirements, and contract close-out procedures.
- B. The foreman shall have at least five (5) years experience in oversight and management of the work of various subcontractors and crafts. Should the scope of the project be such that a foreman is not required, the Contractor's superintendent shall assume the responsibilities of a foreman.

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

Such written approval of field administration staff is a prerequisite to the Owner's obligation to execute a contract for this project. If such approval is not obtained, the award may be rescinded. Further, such written approval is also necessary prior to a change in field administration staff during the term of this Contract. If the Contractor fails to obtain prior written approval of the Owner concerning any substitutions or replacements in its field administration staff for this project, the award may be rescinded. Further, such written approval is also necessary prior to a change in field administration staff during the term of this Contract. If the Contractor fails to obtain prior written approval of the Owner concerning any substitutions or replacements in its field administration staff for this project during the term of the Contract, such a failure will constitute a basis to annul the Contract.

#### **CHARACTER OF WORKMEN AND CONDITION OF EQUIPMENT:**

The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed thereon again without the written consent of the Engineer. All workmen shall have sufficient skill and experience to perform properly the work assigned them.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

**AS-BUILT DRAWINGS:**

Contractor shall maintain daily a set of "As-Built" drawings detailing the location and depths of new and existing utilities. The completed set of "As-Built" shall be submitted to the ENGINEER at the completion of the project.

**WAGE RATES:**

The minimum rates for compensation of the various classifications of personnel utilized by the CONTRACTOR or his subcontractors shall be in accordance with the U.S. Department of Labor minimum wage rate.



## ***TECHNICAL SPECIFICATIONS***

## ITEM 102

### SITE WORK

#### 102-1. Description

The specifications presented in this item are intended to present a minimum level of quality in procedure and execution which must be equaled or exceeded by the site work incorporated into the proposed construction for which this set of specifications is applicable.

#### 102-2. Procedures

- A. CLEARING AND GRUBBING: The right-of-way shall be cleared of trees, stumps, brush, logs, rubbish and other objectionable matter. Stumps, roots, etc. within the right-of-way shall be removed to a depth of at least two feet below the ground surface. Holes resulting from grubbing shall be backfilled and compacted to a density equal to that of the surrounding undisturbed soil.
- B. DISPOSAL: Disposal of cleared and grubbed material shall be the responsibility of the CONTRACTOR and at his expense. The material shall be disposed of by the CONTRACTOR in conformance with OWNER's procedures.
- C. REMOVAL AND REPLACEMENT OF STREET SIGNS, GUY WIRES, CONCRETE, CONCRETE FLUMES, CONTROL BOXES, ETC.: Obstructions to the work such as street signs, etc., shall be removed by the CONTRACTOR, stored in a safe place and replaced at the original locations after completion of the water main and/or sewer construction.

If signs are removed and stored, the CONTRACTOR shall erect temporary signs according to the TMUCD for Streets and Highways.

The CONTRACTOR shall be responsible for replacing damaged signs, etc.

- D. CLEAN-UP: The CONTRACTOR shall remove excess material and rubbish from the construction site and dispose of it at a location acceptable to OWNER, and as approved by the ENGINEER.
- E. DUST CONTROL: The CONTRACTOR shall control dust emissions from work areas by using necessary measures such as: sweeping, sprinkling with water, or other techniques as may be necessary, as directed by the ENGINEER.

**102-3. Measurement and Payment**

Measurement and payment for clearing and removal/replacement of obstructions to construction activities will not be paid for directly, but shall be considered subsidiary to the various bid items of the contract.

## ITEM 110

### EXCAVATION

#### 110-1. Description

This Item shall govern for the roadway, channel and/or special excavation of the required material in the areas shown on the plans and cross sections to the lines, grades and typical sections as specified. Excavation shall include all materials encountered regardless of their nature or of the manner in which they are removed.

#### 110-2. Construction Methods

All excavation shall be performed as specified herein and the completed roadway and/or channels shall conform to the alignment, grades and typical sections as shown on the plans or project cross sections or as established by the Engineer.

Unsuitable excavation and excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the Contractor to be disposed of by him outside the limits of the right of way. Unsuitable material encountered below subgrade elevation in roadway cuts, when declared "Waste" by the Engineer, shall be replaced with material from the roadway excavation or with other suitable material as approved by the Engineer. This work shall be done in accordance with the provisions of the applicable bid items.

When excavated materials, including topsoil, are utilized in constructing the required roadway sections, payment for placement will be made under the pertinent placement specification.

During construction the roadbed and ditches shall be maintained in such condition as to insure proper drainage at all times. Ditches and channels shall be so constructed and maintained as to avoid damage to the roadway section. During construction, channels shall be kept drained, insofar as practicable, and the work shall be prosecuted in a neat and workmanlike manner.

All slopes shall be accurately shaped, and care shall be taken that no material is loosened below or outside the required slopes. Exceptions shall be those slopes in rock or other material where, in the judgment of the Engineer, some variation may be permitted. All breakage and slides shall be removed and disposed of in a manner acceptable to the Engineer.

**(1) Rock Cuts.** The Contractor shall have the following options:

**(a) Nonhomogeneous Rock.**

(i) Excavate to finish subgrade elevation, manipulate and compact the subgrade in accordance with Item 132 without removal.

(ii) Excavate below grade (undercutting) and replace with embankment material approved by the Engineer. Compaction shall be in accordance with Item 132.

**(b) Homogeneous Rock.**

(i) Excavate to finish subgrade elevation.

(ii) Excavate to finish subgrade elevation, manipulate and compact the subgrade in accordance with Item 132 without removal.

(iii) Excavate below grade (undercutting) and replace with embankment material approved by the Engineer. Compaction shall be in accordance with Item 132.

**(2) Earth Cuts**

When base and/or pavement structure is placed under this project, all earth cuts shall be scarified to a uniform depth of at least 6 inches below the required finished subgrade elevation for the entire roadbed width. The material shall be mixed and reshaped by blading and then sprinkled and rolled in accordance with Item 132 or as shown on the plans.

**(3) Subgrade Tolerances.** Any deviation in excess of 1/2 inch in cross section and 1/2 inch in 16 feet measured longitudinally shall be corrected by loosening, adding or removing the material, reshaping and recompacting by sprinkling and rolling.

**110-3. Measurement and Payment**

Measurement and payment for excavation shall not be paid for directly, but shall be considered subsidiary to the various bid items of the contract.

**ITEM 601**  
**FLEXIBLE BASE**

**601-1. Description**

The specifications presented in this item are intended to present a minimum level of quality which must be equaled or exceeded by all of the road base materials for which this set of specifications is applicable.

**601-2. Materials**

Road base material, where called for on plans or details unless specified otherwise, shall imply the use of a crushed limestone material conforming to the requirements of Type A, Grade 1, in Item 247 of the TxDOT specifications, (2004).

**601-3. Construction**

Flexible base shall be placed by methods conforming to TxDOT Specifications (2004) Item 247.3. Compacted thickness of crushed limestone base shall be as shown on the plans with not less than 95% of maximum dry unit weight obtained by compaction of ASTM D-1557 procedure.

**601-4. Measurement and Payment**

Payment for flexible base shall be included in the contract unit price bid for the work for which this specification is applicable.

## ITEM 610

### PRIME COAT

#### 610-1. Description

This Item shall govern for the application of asphaltic material on the completed base course and/or other approved areas in accordance with these specifications.

#### 610-2. Materials

The asphaltic material used for the prime coat shall be a cutback asphalt of the type and grade shown on the plans and shall meet the requirements of TxDOT Standard Specification (2004) Item 300, "Asphalts, Oils and Emulsions."

#### 610-3. Construction Methods

Prime coat shall not be applied when the air temperature is below 60 F and falling, but it may be applied when the air temperature is above 50 F and is rising, the air temperature being taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.

When, in the opinion of the Engineer, the area and/or base is satisfactory to receive the prime coat, the surface shall be prepared by sweeping or other approved methods. If found necessary by the Engineer, the surface shall be lightly sprinkled just prior to application of the asphaltic material.

The asphaltic material shall be applied on the prepared surface by an approved self-propelled pressure distributor so operated as to distribute the material at the rate directed by the Engineer, evenly and smoothly, under a pressure necessary for proper distribution.

The Contractor shall provide all necessary facilities and equipment for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which it is applied, and for securing uniformity at the junction of two (2) distributor loads.

The distributor tank, when used for pay purposes, shall have been calibrated within one (1) year from the date it is first used on this project.

No traffic, hauling or placing of any subsequent courses shall be permitted over the freshly applied prime coat until authorized by the Engineer.

The Contractor shall be responsible for the maintenance of the surface until the work is accepted by the Engineer.

All equipment used in storing or handling asphaltic material shall be kept clean and in good operating condition at all times and shall be operated in such manner that there will be no contamination of the asphaltic material. When the asphaltic material is stored in a storage tank unit equipped with a heater, the Contractor shall provide and maintain a recording thermometer to continuously indicate the asphaltic material temperature.

The Engineer shall select the temperature of application within the limits recommended by the material supplier. The Contractor shall apply the asphalt at a temperature within 15 F of the temperature selected.

**610-4. Measurement and Payment**

Prime coats provided in accordance with this specification will not be payed for directly but shall be considered subsidiary to the work for which this specification is applicable.



## ITEM 640

### HOT MIX ASPHALT CONCRETE PAVEMENT

**640-1 SCOPE:** This item shall consist of a surface course composed of mineral aggregate and bituminous materials, mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the dimensions and typical cross section shown on the plans and with lines and grades established by the Engineer.

When specified on the plans, the surface course shall be constructed in two or more courses. Each course shall be constructed to the depth, typical section, or elevation required by the plans and shall be rolled, finished and approved before the placement of the next course.

#### **640-2 MATERIALS:**

A. Aggregate: The aggregate shall consist of crushed stone, crushed gravel, or crushed slag with or without sand or other inert finely divided mineral aggregate.

1. Coarse Aggregate, General: The coarse aggregate shall be that part of the aggregate being retained on a No. 10 sieve and shall consist of clean, tough, durable particles. It should be natural, manufactured or a combination of the two. When specified, certain coarse aggregate may be required or prohibited.

Aggregate testing should follow standards found in Item 340.2 of the TxDOT Specifications, (2004).

2. Coarse Aggregate for Skid Resistant Surface: When and where shown on the plans, the coarse aggregate used in the surface or finished course will follow standards found in Item 340.2 of the TxDOT Specifications, (2004).
3. Fine Aggregate: The fine aggregate shall be that part of the aggregate passing the No. 10 sieve of uniform quality throughout as hereinafter specified or otherwise shown on the plans.

Fine aggregate will follow in accordance to standards found in Item 340.2 of the TxDOT Specifications, (2004).

4. Mineral Filler: If filler, in addition to that naturally present in the aggregate, is necessary, it shall consist of stone dust, loess, Portland cement, or other approved mineral matter, and follow in accordance with Item 340.2 of the TxDOT Specifications, (2004).

B. Asphaltic Material:

Paving Mixture: Asphalt for the paving mixture shall be of the type as determined by the Engineer and shall meet the requirements of item 300 of the TxDOT Specifications, (2004).

Tack Coat: Asphaltic materials, shown on the plans or approved by the Engineer, shall meet the requirements of 300 “Asphalt, Oils, and Emulsions” of TxDOT’s Standard Specifications, (2004).

C. Mixture Design:

Density: The mixture shall be designed to produce an acceptable mixture at an optimum density of 96.0 percent, when tested in accordance with TxDOT Test Method Tex-207-F and TxDOT Test Method Tex-227-F. The operating range for control of laboratory density during production shall be optimum density plus or minus 1.5 percent.

Laboratory density is a mixture design and process control parameter. If the laboratory density of the mixture produced has a value outside the range specified above, the Contractor shall investigate the cause and take corrective action. If three (3) consecutive test results fall outside the specified range, production shall cease unless test results or other information indicate, to the satisfaction of the Engineer, that the next mixture to be produced will be within the specified range.

Stability: The materials used in the mixture design shall produce a mixture with a stability value of at least 35, unless otherwise shown on the plans, when tested in accordance with TxDOT Test Method Tex-208-F.

If, during production, the stability value falls below the specified minimum, the Engineer and the Contractor shall closely evaluate other test result values for specification compliance such as gradation, asphalt content, moisture content, crushed faces, etc., to determine the cause and take corrective action. If three (3) consecutive test results fall below the minimum value specified, production shall cease unless test results or other information indicate, to the satisfaction of the Engineer, that the next material to be produced will meet the minimum value specified.

Job Mix Formula: Work shall not begin nor shall any mixture be accepted until the Contractor has submitted a satisfactory job mix formula for each mixture to be used. The job mix formula for each mixture shall be in effect until modified in writing by the Contractor and approved by the Engineer. The job mix formula for each mixture shall establish an asphalt vs. density curve, stability values in accordance with TxDOT Test Method TEX-208-F, a single percentage of aggregate passing each required sieve size, a single percentage of bituminous material to be added to the aggregate, and a single temperature at which the mixture is to be delivered at the point of discharge.

If, during initial days of production, it is determined that adjustments to the mixture design job-mix formula are necessary to achieve the specified requirements, or to more nearly match the aggregate production, the Engineer may allow adjustment of the mixture design job-mix formula within the following limits without a laboratory redesign of the mixture. The adjusted job-mix formula shall not exceed the limits of the master grading for the type of mixture specified nor shall the adjustments exceed 5 percent on any one sieve, ½ inch size and larger, or 3 percent on the sieve sizes below the ½ inch sieve.

When the considered adjustments exceed either the 5 or 3 percent limits, and the Engineer determines that the impact of these changes may adversely affect pavement performance, a new laboratory mixture design will be required.

Types: The aggregate gradation of the job-mix formula shall conform to the master grading limits shown in Table 1 for the type mix specified on the plans.

**TABLE 1**  
**Master Grading**  
**Percent Passing by Weight or Volume**

Sieve Size	Type				
	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
1-1/2"	100				
1-1/4"	95-100				
1"		100			
7/8"	70-90	95-100	100		
5/8"		75-95	95-100		
½"	50-70			100	
3/8"		60-80	70-85	85-100	100
1/4"					95-100
No. 4	30-50	40-60	43-63	50-70	
No. 10	20-34	27-40	30-40	32-42	32-42
No. 40	5-20	10-25	10-25	11-26	9-24
No. 80	2-12	3-13	3-13	4-14	3-13
No. 200	1-6*	1-6*	1-6*	1-6*	1-6*
VMA % minimum	11	12	13	14	15

\* 2 - 8 when TxDOT Test Method Tex-200-F, Part II (Washed Sieve Analysis) is used.

**(6) Tolerances.** The gradation of the aggregate and the asphalt cement content of the produced mixture shall not vary from the job-mix formula by more than the tolerances allowed herein. When within applied tolerances, the gradation of the produced mixture may fall outside the master grading limits for any of the sieve sizes from the largest sieve size on which aggregate may be retained down through the No. 80 sieve. Only the quantity of aggregate passing the No. 200 sieve is further restricted to conform to the master grading limitations shown in Table 2 or as modified in TxDOT Test Method Tex-229-F. A tolerance of 2 percent is allowed on the sieve size for each mixture type which shows 100 percent passing in Table 2.

Tolerance,  
Percent by Weight  
or

Volume as Applicable

Passing the 1-1/4" to No. 10 sieve.....	Plus or Minus 5
Passing the No. 40 to No. 200 sieve.....	Plus or Minus 3
Asphalt, weight.....	Plus or Minus 0.5
Asphalt, volume.....	Plus or Minus 1.2

All testing shall be done in accordance with Item 340.3 of the TxDOT Specifications, (2004).

Should a change in sources of materials be made, a new job mix formula shall be established before the new material is used. When unsatisfactory results or other conditions make it necessary, the Engineer may require the Contractor to establish a new job mix formula.

**607-3 MIXING PLANTS AND EQUIPMENT:** Certification of mixing plans and equipment will follow in accordance to Item 340.4 of the TxDOT Specifications, (2004).

**607-4 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:** Items in this category shall follow in accordance to Item 340.5 in the TxDOT Specifications, (2004).

**607-5 CONSTRUCTION METHODS:** It shall be the responsibility of the Contractor to produce, transport, place, and compact the specified paving mixture in accordance with the specifications found in Item 340.6 of the TxDOT Specifications, (2004).

**607-6 STEEL EXPANDABLE MANHOLE RISERS:** All steel expandable manhole risers shall meet the following requirements:

- A. Steel shall be of domestic manufacturing, 3/4" wide x riser height. 33,000 yield strength, 60,000 PSI ultimate.

- B. 12 gauge G-90 galvanized steel for skirting 33,000 yield strength, 60,000 P.S.I. ultimate.
- C. Zinc plated with dichromate finish turnbuckle, 70,000 yield strength, 80,000 P.S.I. ultimate.
- D. Cadmium plated dichromate finish 3/8" dia. Rod ends c-1030 steel, 70,000 yield strength, 92,000 P.S.I. ultimate.
- E. 3/8" dia. 303 stainless steel roll pins 14,000 lb. Double shear strength.

All manhole risers used shall be manufactured by Port City Pipe, Inc., P.O. Box 850356, Mobile, Alabama 36685, (205) 633-6921 or by an approved equal.

**607-7 MEASUREMENT:** Asphaltic concrete will be measured by the square yard of the composite "Asphaltic Concrete" of the type actually used in the completed and accepted work in accordance with the plans and specifications for the project. The composite asphaltic concrete mixture is hereby defined as the asphalt, aggregate, and additives as noted in the plans and/or approved by the Engineer.

**607-7 PAYMENT:** The work performed ~~and materials furnished~~ in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the "Asphaltic Concrete" of the type specified. The payment based on the unit bid price shall be full compensation for ~~quarrying, furnishing all materials, additives, freight involved, for all heating, mixing,~~ hauling, cleaning the existing base course or pavement, tack coat, placing, rolling and finishing asphaltic concrete mixture, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

**SECTION 02790 (32 18 23.53)**

**ASPHALT TENNIS COURT SURFACE COLOR COATING SYSTEM**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Asphalt tennis court surface color coating system.

**1.2 RELATED REQUIREMENTS**

- A. N/A.

**1.3 REFERENCE STANDARDS**

- A. American Sports Builders Association (ASBA).
- B. United States Tennis Association (USTA) Rules of Tennis.
- C. International Tennis Federation (ITF).

**1.4 SUBMITTALS**

- A. Comply with Section 01330 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer's color samples of color coating.
- D. Test Reports:
  - 1. Submit independent test results for solar reflectance index.
  - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
  - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- F. Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, and date of application.

- G. Applicator's Project References: Submit applicator's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
- H. Warranty Documentation: Submit manufacturer's standard warranty.

## **1.5 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications:
  - 1. Manufacturer regularly engaged, for past 5 years, in manufacture of asphalt tennis court surface color coating systems of similar type to that specified.
  - 2. United States owned company.
  - 3. Member: ASBA.
  - 4. Manufacturer has surfaces that are classified by the ITF's (International Tennis Federation) pace classification program.
- B. Applicator's Qualifications:
  - 1. Applicator regularly engaged, for past 3 years, in application of tennis court surface color coating systems of similar type to that specified.
  - 2. Employ persons trained for application of tennis court surface color coating systems.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
  - 1. Store and handle materials in accordance with manufacturer's instructions.
  - 2. Keep materials in manufacturer's original, unopened containers and packaging until application.
  - 3. Store materials in clean, dry area indoors.
  - 4. Store materials out of direct sunlight.
  - 5. Keep materials from freezing.
  - 6. Protect materials during storage, handling, and application to prevent contamination or damage.
  - 7. Close containers when not in use.

## **1.7 AMBIENT CONDITIONS**

- A. Do not apply asphalt tennis court surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.

- B. Do not apply asphalt tennis court surface color coating system when rain is expected during application or within 24 hours after application.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURER**

- A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website [www.sportmaster.net](http://www.sportmaster.net). E-mail [info@sportmaster.net](mailto:info@sportmaster.net). "Or Equal".
- B. Refer to Section 01630 (012500) for Substitution Requirements & Procedures.

### **2.2 MATERIALS**

- A. Asphalt Tennis Court Surface Color Coating System: SportMaster Color Coating System.
- B. Patch Binder:
  - 1. 100 percent acrylic emulsion liquid binder.
  - 2. Mix on-site with sand and cement.
  - 3. Levels and repairs low spots and depressions up to 3/4 inch deep in asphalt pavement.
  - 4. Fills Cracks in Asphalt up to 1" in width.
  - 5. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
- C. Filler Course:
  - 1. 100 percent acrylic emulsion resurfacer.
  - 2. Mix on-site with silica sand.
  - 3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system.
  - 4. Chemical Characteristics, by Weight, Minimum:
    - a. Acrylic Emulsion: 44.0 percent.
    - b. Hiding Pigment: 2.0 percent.
    - c. Mineral Inert Fillers: 5.0 percent.
    - d. Film Formers, Additives: 0.2 percent.
    - e. Water: 45.0 percent.
  - 5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
  - 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
  - 7. Color: Neutral.
- D. Color Coating:
  - 1. 100 percent acrylic emulsion coating.
  - 2. Mix on-site with silica sand and water.
  - 3. Color coats tennis and multipurpose courts.
  - 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.
  - 5. Color: A two color combination to be selected by "Owner".



G. Line Markings Primer:

1. 100 percent acrylic emulsion primer, clear drying.
2. Primes line markings and prevents bleed-under for sharp lines.
3. Chemical Characteristics, by Weight, Nominal:
  - a. Acrylic Emulsion: 38.0 percent.
  - b. Hiding Pigment: 0.0 percent.
  - c. Mineral Inert Fillers: 7.0 percent.
  - d. Film Formers, Additives: 1.5 percent.
  - e. Water: 50.0 percent.
4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
5. Non-Volatile Material: 29 percent, plus or minus 5 percent.

H. Line Paint:

1. Pigmented, 100 percent acrylic emulsion line paint.
2. Line marking on asphalt tennis courts.
3. Chemical Characteristics, by Weight, Nominal:
  - a. Acrylic Emulsion: 25.89 percent.
  - b. Pigment: 14.90 percent.
  - c. Mineral Inert Fillers: 13.12 percent.
  - d. Additives: 4.73 percent.
  - e. Water: 41.36 percent.
4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
6. Color: White.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Examine asphalt tennis court surfaces to receive color coating system.
- B. Verify asphalt tennis courts meet ASBA requirements.
- C. Notify Architect of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

### **3.2 SURFACE PREPARATION**

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt tennis court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.

- C. Cure new asphalt surfaces a minimum of 14 to 30 days before application of asphalt tennis court surface color coating system.
- D. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application of asphalt tennis court surface color coating system. Pressure wash entire surface.
- E. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course and color coating.
- F. Level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.
- G. Apply 1 or 2 coats of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
- H. Ensure surface repairs are flush and smooth to adjoining surfaces.

### **3.3 APPLICATION**

- A. Apply asphalt tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- D. Filler Course:
  - 1. Apply 2 coats on new asphalt or existing acrylic surfaces with extensive cracks or low spot repair.
  - 2. Apply 1 coat on existing acrylic surfaces with minimal repairs.
- E. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

### **3.4 LINE MARKINGS**

- A. Lay out tennis court line markings in accordance with USTA Rules of Tennis.
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and tennis court surface to prevent bleed-under when line paint is applied.

- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

### **3.5 PROTECTION**

- A. Allow a minimum of 24 hours curing time before opening tennis courts for play.
- B. Protect applied asphalt tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

**END OF SECTION**

***SAMPLE FORMS***

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: \_\_\_\_\_

Date Organized: \_\_\_\_\_

Address: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Number of Years in contracting business under present name \_\_\_\_\_ :

**CONTRACTS ON HAND:**

Contract	Amount \$	Completion Date
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Type of work performed by your company:

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Have you ever failed to complete any work awarded to you?

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Have you ever defaulted on a contract? \_\_\_\_\_

List the projects most recently completed by your firm (include projects of a similar nature):

Project	Amount \$	Mo/Yr Completed
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Major equipment available for this contract:

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Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$\_\_\_\_\_ Bank reference:

\_\_\_\_\_

The undersigned hereby authorizes and requests any person, Firm, or corporation to furnish any information requested by the City of Falfurrias, Texas in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By: (signature) \_\_\_\_\_

Title: \_\_\_\_\_

(print name) \_\_\_\_\_

## ***DRAWINGS***