

Document 00001

TITLE SHEET

PROJECT MANUAL  
FOR  
CITY OF WESLACO  
UTAH AVENUE WATER LINE IMPROVEMENTS

FOR

WESLACO, TEXAS



**CITY ENGINEER**

\_\_\_\_\_  
Signature

4/28/15 Addendum No. 1

\_\_\_\_\_  
Date

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Document 00100

**INSTRUCTIONS TO BIDDERS**

**1.00 SUMMARY**

**1.01 DOCUMENT INCLUDES**

- A. Bid Documents and Contract Documents.
- B. Site Assessment.
- C. Subcontractors/Suppliers/Others.
- D. Bid Submission.
- E. Bid Enclosure Requirements.
- F. Offer, Acceptance, Rejection.

**1.02 RELATED DOCUMENTS**

- A. Document 00020 - Notice to Bidders: Date, time and place for receipt of bids; Contract Time.
- B. Document 00310 - Form of Proposal.
- C. Document 00405 - Schedule of Unit Price Work.
- D. Document 00450 - Post Bid Procedures.
- E. Document 00500 - Agreement.
- F. Document 00700 - General Conditions.
- G. Document 00800 - Supplementary Conditions.

**2.00 BID DOCUMENTS AND CONTRACT DOCUMENTS**

**2.01 DEFINITIONS**

- A. Definitions set forth in Document 00700 – General Conditions and in other Contract Documents, are applicable to the Bid Documents.
- B. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, modify, correct, or change the Bid Documents.
- C. Alternate Bid: The total amount bid for additions to the Work, as described in the Bid Documents. Each Alternate Bid shall include the cost of effects on adjacent or related components, and the Contractor's overhead and profit.
- D. Bid Documents: The Project Manual and Drawings, including Addenda, plus Notice to Bidders, Instructions to Bidders, and Supplements to Bid Forms identified in Document 00310 - Form of Proposal.
- E. Bidder: A person or entity who submits a Bid.
- F. Low Bidder: The apparent successful Bidder who qualifies as a responsible Bidder and who submits the Bid with the lowest Total Bid Price.



- G. Bid, Offer, Bidding: The act of submitting a complete and properly signed offer in accordance with these Instructions to Bidders. The Bid will be in the English language.
- H. Total Bid Price: The monetary amount for performing the Work as identified by the Bidder in Document 00310 - Form of Proposal, which amount includes Cash Allowances and Alternate Bids, if any. Bid Price(s) will be in United States.
- I. Security Deposit: A certified check, cashiers check or bid bond in at least the sum of 5 percent of the Total Bid Price which includes Cash Allowances and Alternate Bids, if any.

**2.02 QUESTIONS, INTERPRETATIONS**

- A. Bidder shall: 1) carefully study the Bid Documents and compare them with each other, 2) examine the site, conditions thereon, and local conditions, and 3) report at once to the Engineer any errors, inconsistencies or ambiguities discovered.
- B. Direct questions to Engineer.
- C. Verbal discussions and answers are not binding. Requests from Bidders for clarifications and interpretations of content of documents must be in writing (mail or facsimile transmission only), and must be received not less than 5 business days before the date set for receipt of Bids.
- D. The reply will be by Addendum.

**2.03 ADDENDA**

- A. Addenda issued to Bidding Requirements are applicable only during the bidding period. Addenda to the Post-Bid Procedures are applicable only through the issuance of the Notice to Proceed. Any Addenda issued to Contract Forms, Conditions of the Contract, Specifications or Drawings become a part of the Contract Documents. Include resultant costs in the Total Bid Price.
- B. Addenda will be issued by the Engineer to Bidders of record by facsimile transmission. Addenda will also be mailed to Bidders of record.
- C. Each Bidder shall ascertain, prior to submitting a Bid, that the Bidder has received all Addenda issued. The Bidder shall acknowledge their receipt in the place indicated in Document 00310 - Form of Proposal.

**2.04 SUBSTITUTIONS OF MATERIALS/EQUIPMENT**

- A. No substitutions will be considered on this Project during the bidding period.
- B. Voluntary substitutions by the Bidder will not be considered.

**3.00 SITE ASSESSMENT**

- A. Bidders shall examine the Project site before submitting a Bid, become familiar with local conditions under which the Work will be performed, conduct appropriate explorations, and correlate personal observations with requirements of the Bid Documents. Work will be performed in public right-of-way and City property. The site may be examined at any time during daylight hours.



- B. Bidder shall make site investigations to the extent Bidder deems necessary to ascertain the extent of subsurface conditions and variations thereof.
- C. Failure to perform such investigations during the bid period shall not relieve Bidder from responsibility for investigations, interpretations and proper use of available information in preparation of Bidder's proposal.
- D. Publications by the United States Department of Agriculture, Soil Conservation Service and others may be helpful to the bidder in his subsurface site investigation.
- E. Geotechnical investigation reports for the proposed Boys and Girls Club may also be helpful to the bidder in his subsurface site investigation.

**4.00 SUBCONTRACTORS/SUPPLIERS/OTHERS**

- A. The Owner reserves the right to reject a proposed Subcontractor or Supplier for reasonable cause.

**5.00 BID SUBMISSION**

**5.01 SUBMISSION PROCEDURES**

- A. Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed in Document 00020 - Notice to Bidders.
- B. Submit **one copy of the original executed offer** on the bid forms provided, properly signed, with required Security Deposit, and other Supplements to Bid Forms, in a sealed, opaque envelope. On the outside of the envelope, clearly indicate that it is a sealed bid and include the Bidder's name, Project name and Owner name. Bids submitted by mail shall be enclosed in a separate envelope addressed for mailing, and identifying the enclosure as a bid. In addition, **four copies must also be submitted.**
- C. Fill in all blanks in the Bid forms. Acknowledge receipt of Addenda. Bid all Alternate Bids required by Bid Documents.
- D. A summary of submitted Bids will be made available to Bidders following the Bid opening.
- E. All costs and expenses incurred by the Bidder that are associated with preparation of the Bid shall be paid by and be the sole responsibility of the Bidder.

**5.02 BID INELIGIBILITY**

- A. Failure to provide required Security Deposit in the proper amount will be cause to declare the Bid invalid.
- B. Improperly completed information may be cause for declaring the Bid invalid.
- C. Bids that are unsigned, improperly signed, illegible, obscure, altered, or which contain qualifications or irregularities of any kind, may be declared invalid. Document 00310 - Form of Proposal, Supplements to the Bid Forms identified in the Form of Proposal, or enclosures which are improperly prepared, may be declared invalid.

**6.00 BID ENCLOSURE REQUIREMENTS**



**6.01 SUPPLEMENTS TO BID FORMS**

- A. Bid submittals shall include any other documents specified in Document 00310 - Form of Proposal.

**6.02 SECURITY DEPOSIT**

- A. Bids shall be accompanied by a Security Deposit.
- B. The Security Deposit of the Bidders will be retained until after the Contract is executed.
- C. After execution of the Contract, Security Deposits will be returned to the Bidders.
- D. If no Contract is awarded, all Security Deposits will be returned to the respective Bidders.

**6.03 CERTIFIED CHECK/CASHIER'S CHECK**

- A. Make certified check or cashier's check (security checks) payable to the Owner.
- B. The security checks are submitted on the condition that if the Bidder is named apparent Low Bidder and then fails either to timely execute the Agreement or to timely provide any required bonds, or to do both, then in that event the Owner will cash the security check.
- C. The Owner will retain an amount equal to the difference between the Bid of the Bidder providing the security check and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds.
- D. Any balance remaining will be reimbursed by the Owner to the Bidder who provided the security check.

**6.04 BID BOND**

- A. The bid bond must be a valid and enforceable bond, executed by a corporate Surety authorized by the Texas State Board of Insurance to conduct insurance business in the State of Texas and shall comply with other requirements set out by law or included in the Bid Documents.
- B. Endorse the bid bond in the name of the Owner as obligee, signed by the Contractor as principal and executed, signed and sealed by the Surety.
- C. The bid bond must be conditioned such that if the Bidder is named apparent Low Bidder and then fails either to execute the Agreement timely or to provide any required bonds timely, or to do both, then in that event the Surety will be obligated to pay to the Owner an amount equal to the difference between the Bid of the Bidder on whom the bond was written and the Bid of the Bidder who is finally awarded the Contract and who executes the Agreement and provides the required bonds, up to the penal sum of the Bond.
- D. In addition, the Owner expressly reserves the right to reject any Bid if the Bid Bond (or Bid Bond rider) conditions the Bid in a way inconsistent with the Bid Documents. Examples include but are not limited to:
  - 1. a condition prohibiting the Owner from making a Claim against the Performance Bond Surety that would be allowable under the Contract and Performance Bond form published in the Bid Documents;



2. a condition that provides that the Performance Bond Surety cannot be held liable for completing the Contract in case of default; or
  3. a condition limiting the Performance Bond Surety's liability for damages inconsistent with the Contract and Performance Bond form published in the Bid Documents.
- E. On all contracts that will equal to or exceed \$100,000, the Performance Bond and the Payment Bond must be provided by a surety that has a rating of "A" from AM BEST, MOODY'S or STANDARD & POORS.

In the event that the total bid amount is \$50,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Weslaco in lieu of a Performance Bond, provided that no money shall be paid to the contractor until completion of the work by the contractor and accepted of same by the City of Weslaco. In the event that the total bid amount is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of Weslaco in lieu of a Payment and Performance Bond.

#### **6.05 BID FORM SIGNATURE**

- A. Document 00310 - Form of Proposal shall be signed by the Bidder as follows:
1. Sole Proprietorship: Full name, address, and signature of sole proprietor, signed in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
  2. Partnership: Name and address of the firm, signature of each partner in the presence of a witness who will also sign. The full name and address of each partner shall be given.
  3. Corporation: Signature of duly authorized officer.
  4. Joint Venture: Each party of the joint venture shall execute Document 00310 - Form of Proposal under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

#### **6.06 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

- A. The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposit submitted with his bid.
- B. Liquidated damages in the amount per day shown in the "Liquidated Damages" of the Agreement Between Owner and Contractor will be assessed against the contractor for each Calendar Day or portion thereof that: (1) the Contractor has not fully and timely completed the specific portion or part of the work to be completed by the end of the current month as provided in the detailed description of work and/or schedule previously submitted by the contractor on the first day of that particular month, after accounting for any agreed-upon change orders, which will entitle the owner to withhold the liquidated damages from payment otherwise owed to the contractor for work completed in that particular month; (2) the Contractor has not substantially completed all work following the expiration of the number of calendar days to complete the work reference under "Liquidated Damages" of the Agreement Between Owner and Contractor after accounting for any agreed upon change orders; or (3) all items listed as incomplete and attached to the Certificate of Substantial Completion are not completed or corrected after expiration of the agreed time allotted for completion and correction, including any approved extensions of time granted. These liquidated damages are cumulative.



- C. Any failure on the part of the Owner to request or require payment or withholding of liquidated damages in any particular month shall not constitute a waiver of Contractor's requirement to pay, or the Owner's ability to withhold from payments owed to Contractor, any liquidated damages for work performed or completed in that particular month, in any prior or subsequent month, or at the time the work has been completed.

**7.00 DETERMINING LOWEST RESPONSIVE, RESPONSIBLE BIDDER**

**7.01 BIDDERS QUALIFICATIONS**

- A. Bids must contain evidence of Bidder's qualifications to do business in the state of Texas. To demonstrate that the Bidder is responsible and able to perform the Work, funding policies dictate each Bidder must submit, as a part of the Bidding Documents, all of the items listed below:

- 00310 Form of Proposal
- 00405 Schedule of Unit Price Work
- 00411 Bid Bond
- 00420 Statement of Bidder's Qualifications
- 00423 Certification of Bidder's Qualifications
- 00425 Equipment & Material Suppliers List
- 00460 Non-Collusion Affidavit
- 00429 Non-Bribery Model Form

- B. Only the above data/information provided with the Bidding Documents may be used for evaluation and developing the Recommendation to Award by the Engineer. Bidders will not be allowed to substitute any "Key Personnel" other than alternates presented in the bid or examples of previous projects submitted in the bid package. Minor clarifications of submitted materials will be permitted after bid opening. Such request for clarifications will only be initiated by the Engineer in writing and only written responses will be accepted.

- C. In determining the lowest responsible, responsive Bidder, in addition to price, the following elements will be considered:

1. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services, to the particular use required;
2. The ability, capacity and skill of the bidder to perform the contract or to provide the service required;
3. Whether the bidder can perform the contract and provide the service promptly, or within the time required, without delay or interference;
4. The character, responsibility, integrity, reputation, and experience of the bidder;
5. The quality of performance of previous services, or contracts;
6. The previous and existing compliance by the bidder with laws relating to the contract or service;



7. Any previous or existing noncompliance by the bidder with specifications, or requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;
8. The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the service; and
9. The ability of the bidder to provide competent personnel for the job, as demonstrated by the submitted listing of the names and the skills of experienced personnel, including potential alternates, whom the bidder currently employs and who will be available for performing this work;
10. The experience of the bidder in performing work similar in type, size and complexity to this project, as demonstrated by a listing of projects, with verifiable references (names, addresses, phone numbers, etc.), successfully completed.
11. Bidder shall provide with the Bid an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, person, or organization.

**7.02 BIDDER MUST MEET THE FOLLOWING MINIMUM CRITERIA:**

- (A) The Bidder must demonstrate \*\*Successful Completion during the last five (5) years of at least one project comparable in nature and scope to this project. The comparable scope shall be at least 1/4 the size of the proposed project.
- (B) At least two \*Key Personnel, and their potential alternate, employed by the Bidder must have a minimum of five (5) years experience in similar construction projects.
- (C) The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.
- (D) Bidder may, at its discretion, include resumes of alternates for Key Personnel, and if in the process of bid evaluation, the Owner rejects any Key Personnel, the Owner will consider the alternates.

\* KEY PERSONNEL: Individuals who will be directly assigned to this project. Resumes of Key Personnel must be submitted with the Bid (include in Document 00420) and accepted by the Owner in order for Bidder to receive the Award. At the minimum, the resumes for the following personnel that are to be assigned to this Project are to be submitted.

- (a) Owner or Principals of the Bidder
- (b) The Project Manager
- (c) The Project Superintendent
- (d) The Project Scheduler
- (e) Minimum of two Foremen

\*\*SUCCESSFUL COMPLETION: Defined as completion of a project on time, no more than thirty (30) days later than the original contract time, and within budget, within 5% of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsible, the Bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone



numbers of the Design Engineer and the Client are to be provided for evaluation as to whether the project may be considered "successful". For any project where liquidated damages were assessed, the Bidder will not be considered to have been on time.

**7.03 BIDDERS ARE REQUIRED TO SUBMIT WITH THEIR BID:**

00310 Form of Proposal

00405 Schedule of Unit Price Work

00411 Bid Bond

00420 Statement of Bidder's Qualifications

00423 Certification of Bidder's Qualifications

00425 Equipment & Material Suppliers List

00429 Non-Bribery Model Form

00460 Non-Collusion Affidavit

- (A) Failure to submit these items with the bid will result in a finding that the bid is non-responsive and the bid will be disqualified.

**7.04 The Owner will evaluate and compare only the bids determined to be responsive in accordance with the following:**

- (a) Is the bid complete (all Bidding Documents submitted);
- (b) Have documents been properly signed;
- (c) Are the required bid securities part of the bid package; and
- (d) Are there any computational errors present?

**7.05 The Owner reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Owner, shall not be taken into account in bid evaluation.**

**7.06 In evaluating the bids, the Owner will determine for each bid, the evaluated bid price by adjusting the bid price as follows:**

- A. Making any correction for errors;
- B. Excluding provisional sums and the provision, if any, for contingencies in the price schedules;
- C. Taking an appropriate adjustment for any other quantifiable acceptable non-material variations, deviations or alternative offers; and
- D. Making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the Bidding Documents.

**7.07 The Owner will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions of the Bidding Documents.**

**8.00 OFFER ACCEPTANCE, REJECTION**



**8.01 ACCEPTANCE**

- A. The Owner will give notice of intent to award the Contract to the Low Bidder. Acceptance by the Owner is conditioned upon Bidder's submission of information for establishing satisfactory qualifications, if required; and execution of submittals required in Document 00450 - Post-Bid Procedures.
- B. The Bid shall remain open to acceptance and shall be irrevocable for the Period for Bid Acceptance stated in Document 00020 – Notice to Bidders.
- C. Additional time taken by Contractor to fulfill requirements for submittals, including review and re-submittal, shall be added to the acceptance period.

**8.02 REJECTION**

- A. The Owner reserves the right to reject any and all Bids or to accept any Bid deemed advantageous to it.

**8.03 BID TABULATION**

- A. The Engineer will tabulate, record, and evaluate the Bids of all responsible Bidders after the Bid opening.
- B. In tabulating Bids, the amount written for a unit price governs over the total amount calculated. Therefore, the Engineer may correct any mathematical errors in the extension of the total amount based on the unit price given by a Bidder and adjust their Total Bid Price.

**9.00 APPROVAL BY THE FUNDING AGENCIES**

- A. All addenda, contracts, work directives, change orders, time extensions, and other matters specified in the Contract Documents are not valid until the Weslaco City Commission approves them.

**END OF DOCUMENT**



Document 00405

**SCHEDULE OF UNIT PRICE WORK**

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.  
When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement Between Owner and Contractor.

Base Waterline Bid					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
02511-01	8" Water line DR-18 C-900 w/fittings	1536	LF	\$	\$
02511-02	6" Water line DR-18 C-900 w/fittings	20	LF	\$	\$
02511-03	***6" Cap	2	EA	\$	\$
02521-01	8" Gate Valve w/box	4	EA	\$	\$
02521-02	6" Gate Valve w/box	3	EA	\$	\$
02521-03	2" Gate Valve w/box	1	EA	\$	\$
02520-01	Fire Hydrant w/valve	1	EA	\$	\$
02501-01	8" 90° Elbow	1	EA	\$	\$
02501-02	6" 45° Elbow	2	EA	\$	\$
02501-03	8" 45° Elbow	2	EA	\$	\$
02501-04	8" 22.5° Bend	1	EA	\$	\$
02501-05	8" 11.25° Bend	2	EA	\$	\$
02511-04	8" Tee	4	EA	\$	\$
02511-05	6" Tee	1	EA	\$	\$
02511-06	8" Cross	2	EA	\$	\$
02270-01	Silt Fence	2085	LF	\$	\$
02270-02	Filter Fabric Inlet Protection	24	LF	\$	\$
***6" Cap item to be removed if alternate bid is accepted					
Waterline Total					\$

Alternate Waterline Bid					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
02511-02	6" Water line DR-18 C-900 w/fittings	820	LF	\$	\$
02521-02	6" Gate Valve w/box	3	EA	\$	\$
02511-05	6" Tee	2	EA	\$	\$
02520-01	Fire Hydrant w/valve	1	EA	\$	\$
02512	Water Service Connections	26	EA	\$	\$
Alternate Total					\$

In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.



**TOTAL BID PRICE (Total Unit Prices Plus Alternate)**

\$ \_\_\_\_\_

Notes:

<sup>(1)</sup> United States Dollars. In the event of a discrepancy, this column shall govern.

Project: \_\_\_\_\_

Project No. \_\_\_\_\_ Bidder's Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Name: \_\_\_\_\_

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

**END OF DOCUMENT**



Document 00500

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**THIS AGREEMENT** is by and between The City of Weslaco, Texas  
(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**

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

Street Paving and Water Distribution.

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Utah Avenue Waterline Improvements**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by City of Weslaco who is herein after 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 the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

**4.01 TIME OF THE ESSENCE**

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL PAYMENT**

A. The Work will be substantially completed within the time stated in Document 00020 – Notice to Bidders.

**4.03 LIQUIDATED DAMAGES**

A. CONTRACTOR and OWNER 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 times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties 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 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete, as shown on table below. 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 \$ 1,000.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

Amount of Contract Range	Cost per Day
\$5000.00 to \$25,000.00	\$100.00
\$25,000.01 to \$100,000.00	\$200.00
\$100,000.01 to \$500,000.00	\$350.00
\$500,000.01 and over	\$500.00

\*City inspection cost not included in this price.

**ARTICLE 5 – CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.01. A below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

**6.01 SUBMITTAL AND PROCESSING OF PAYMENTS**

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

**6.02 PROGRESS PAYMENTS; RETAINAGE**

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in paragraphs 6.02. A. 1 below. All such payments will be measured by the schedule of values established in paragraph 2.07. A. of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
  - a. 90% of Work completed (with the balance being retainage).
  - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).



**6.03 FINAL PAYMENT**

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 and upon approval by the Weslaco City Commission.

**ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the prevailing money market rate.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce OWNER to enter this Agreement, CONTRACTOR makes the following representations:
  - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
  - E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
  - G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, and all examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolutions thereof by ENGINEER is acceptable to CONTRACTOR.



- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – CONTRACT DOCUMENTS**

**9.01 CONTENTS**

- A. The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  1. Written Amendments;
  2. Work Change Directives;
  3. Change Order(s).
- B. The documents listed in paragraph 9.01. A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

**10.01 TERMS**

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

**10.02 ASSIGNMENT OF CONTRACT**

- A. No assignment by a party hereto of any rights under or interests in the Contract 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.

**10.03 SUCCESSORS AND ASSIGNS**

- A. 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 to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 SEVERABILITY**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Weslaco, Texas

\_\_\_\_\_

By: \_\_\_\_\_  
David Suarez, Mayor

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

[CORPORATE SEAL]

Attest \_\_\_\_\_  
Elizabeth M. Walker, City Secretary

Attest \_\_\_\_\_

As to Form: \_\_\_\_\_  
Frank J. Garza, City Attorney

Address for giving notices:

Address for giving notices:

255 S. Kansas Avenue

\_\_\_\_\_

Weslaco, Texas 78596

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_  
(Where Applicable)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: Mike R. Perez

Name: \_\_\_\_\_

Title: City Manager

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

Address: 255 S. Kansas Avenue

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

Weslaco, Texas, 78596

\_\_\_\_\_



Phone: \_\_\_\_\_ 956-968-3181 \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**END OF DOCUMENT**

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Section 01555

**TRAFFIC CONTROL AND REGULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Traffic Control and Regulation

**1.02 METHODS OF PAYMENT**

- A. No separate payment will be made for traffic control and regulation. Include the cost of traffic control and regulation as subsidiary to water main. A plan must be provided by contractor and sealed by professional engineer.

**1.03 REFERENCES**

- A. Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- B. Texas Department of Transportation (TxDOT) permit (if applicable)
- C. Railroad company permit(s) (if applicable)

**1.04 PERFORMANCE REQUIREMENTS**

- A. Provide all necessary signs, barricades, marking, lighting, and other equipment and supplies required to comply with the TMUTCD (and TxDOT permit, and/or Railroad Company permit, if applicable)
- B. Provide all necessary certified flagmen required to comply with the TMUTCD (and TxDOT permit, if applicable)

**PART 2 PRODUCTS**

- A. Equipment and materials must be furnished, installed and operated by an experienced contractor regularly engaged in traffic control system design, installation and operation.
- B. All equipment must be in good repair and operating order.
- C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

**PART 3 EXECUTION**

- A. Provide labor, material, equipment, techniques and methods required to provide safe traffic control and regulation. Monitor effectiveness of the installed system and its effect on adjacent property.
- B. Notify, TxDOT and/or Railroad Company as required by the permit(s) (if applicable).
- C. Provide continuous system operation, including nights, weekends and holidays. Arrange for appropriate backup if electrical power is primary energy source for traffic control system.
- D. Remove system(s) upon completion of construction or when traffic control is no longer required.

**END OF SECTION**

01555- 1 of 2



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**GENERAL NOTES:**

- All improvements to be in accordance with City of Weslaco Codes.
- Contractor to plan and perform his work in a manner that will permit safe public traffic movement on all streets.
- Contractor to be responsible for protection and/or safety of the work site. Workers, Sub-Contractors, Materials and/or Equipment.
- Contractor shall be responsible for obtaining all permits required and at Contractor's expense.
- Contractor shall give notice to all authorized inspectors, superintendants, or persons in charge of private and public utilities affected by his operations prior to commencement of work. Notify Texas One Call for utility locations prior to any and all excavations.
- Upon completion of construction contractor shall return the site to original contours unless different finished elevations are shown on plans. Contractor to insure no areas of ponding are present. Upon completion of construction contractor shall return the site to original conditions including but not limited to backfill, top soil, hydro mulch, etc.
- Concrete Notes:
  - All concrete work to be formed, unless otherwise approved.
  - All concrete to be 3500-PSI minimum at 28 days, unless otherwise shown. Strength to be determined by cylinder break test.
  - All reinforcing steel to be ASTM A-615, Grade 60, unless otherwise shown.
  - All exposed concrete work to be chamfered.
- Contractor to insure same day access to all residence and businesses adjacent to construction.
- Demolition, removal & disposal of all excess concrete, curbs, rubble, etc. to be done in a legal manner at contractor's expense.
- Prior to construction, Contractor, Owner and City Engineer to perform on-site field inspection to document existing conditions (notes & photos).
- Contractor to contact all utilities companies in the area for field verification of existing facilities.
- Contractor to expose any existing facility that may be in conflict prior to start of excavation.
- It shall be the Contractor's responsibility to remove all excavated material and debris from the site.
- Contractor shall at all times allow access to existing driveway or provide/maintain alternative all-weather routes.
- All traffic control devices shall be in conformance with the Texas Manual of Uniform Traffic Control Devices latest edition. Trenches or excavations may not be left open over night.
- Any damages to fences, walks or private property shall be repaired by the contractor at the contractor's expense, no separate pay.
- All construction materials testing will be coordinated through City of Weslaco Planning & Code Enforcement Department.

**WATER LINES:**

- Waterlines to be constructed in accordance with specification Section 02511 "Water Mains".
- Waterlines to be constructed with a 3-foot minimum cover or as shown on profile.
- Waterlines and fittings to conform to AWWA C-900 Class 150 DR-18, for 4-inch through 12-inch, unless otherwise noted on plans or directed by owner. Service line smaller than 2-inches shall be polyethylene water tubing "tough tubing" ASTM D2737. Service lines 2-inches or greater shall be PVC SCH 40.
- All values and ductile iron fittings, except fire hydrants, shall be wrapped with 8-mil polyethylene film. Secure polyethylene wrap with 3-inch-wide plastic-backed adhesive tape (polyethylene No. 900. Scotchwrap No. 50 or approved equal). All fittings shall be mechanical joint with restraining gland (EBBA Iron Inc. Mega-lug or approved equal), no separate pay if not identified on quantities.
- Contractor to provide adequate concrete thrust blocking to withstand test pressure of 150psi.
- Contractor shall notify the City Engineer immediately upon encountering any leaking sanitary sewer during installation of waterlines.
- Contractor shall maintain the integrity of the existing waterlines during construction. Following construction, testing, and disinfection of new waterlines contractor shall, upon 24-hour notice to the City Engineer, cut, plug, and abandon existing waterlines, remove fire hydrants, and valves on fire hydrant leads. Transfer all affected services to the proposed mains prior to abandonment of existing mains. Unless otherwise directed by the City Engineer, all fire hydrants and valves on fire hydrant leads shall be taken to the City of Weslaco salvage yard unless otherwise instructed.

**WATER LINES CONT'D:**

- Inline valves on existing lines being abandoned shall be closed watertight, plugged, thrust blocked, and the operating nut on said valve be cut off. All valve boxes on abandoned lines shall be removed, except those in paved areas. Those located in paved areas shall be poured full of concrete and the cap shall be permanently removed. Contractor to notify the City Engineer when any valve on a line being abandoned fails to fully close or is not fully operational. All existing lines to be abandoned to be completely severed from new system.
- Contractor may deflect waterlines slightly to avoid conflicts with utilities or other obstruction. The City of Weslaco Public Utilities and Planning Departments must be contacted for approval at least 24-hours in advance of any decision to deflect waterlines. Contractor to keep accurate records of locations where waterlines are deflected for required redline record print set.
- Contractor is to install temporary blow-off valves as required to flush the newly constructed waterline for chlorination and testing. Temporary blow-off valves shall be removed by the contractor promptly upon successful completion of all testing.
- Contractor to allow 6-inch minimum clearance between proposed waterlines and other facilities unless otherwise noted.
- Contractor to maintain 9-foot minimum clearance in all directions between proposed waterlines and sanitary sewer, force mains, and sanitary manholes unless otherwise noted. Where this cannot be achieved, provide clearance as required by the TCEQ rules and regulations for public water systems. (Latest Revision).
- Contractor shall maintain a 2-foot absolute minimum clearance (out-to-out) of pipes where the proposed waterline crosses over sanitary sewer. Contractor shall maintain a 9-foot absolute minimum clearance (out-to-out) of pipes where the proposed waterline must cross under a sanitary sewer. Otherwise install proposed waterline in 20-foot joint of steel casing pipe centered on sewer. Where proposed sewer is parallel to waterlines, maintain 2-foot vertical and 4-foot horizontal clearances.
- For requirements for steel encasement pipe, seals, spacers, etc... See specification section 02447 Augering Pipe for Water Lines.
- Where proposed waterlines cross within 9 feet of the end of a sanitary sewer, center one (1) 20-foot joint of C-900 PVC DR-18, Class 150 waterline over the sanitary sewer.
- Backfill in pipe zone to be in accordance with specification section 02511 "Water Mains".

**WATER MAIN – SANITARY SEWER CROSSINGS:**

Primary Condition	Proposed Water Existing Sanitary				Proposed Water Proposed Sanitary or Existing Water Proposed Sanitary			
	Water Over Sanitary		Water Under Sanitary		Water Over Sanitary		Water Under Sanitary	
If the Clearance Is	Less Than 2'	Greater Than 2' But Less Than 9'	Less Than 2'	Greater Than 2' But Less Than 9'	Less Than 2'	Greater Than 2' But Less Than 9'	Less Than 2'	Greater Than 2' But Less Than 9'
*Protection Requirement	1	2	3	4	5	6	3	6

**\*Protection requirements for sanitary sewer crossings (Unless variance is granted by the TCEQ) (All clearances shall be measured from outside wall to outside wall)**

- Center one (1) 20-foot joint of C-900 PVC DR-18, Class 150, waterline pipe over sanitary sewer; 6-inch absolute minimum clearance.
- If no evidence of sanitary sewer leakage, center one joint of water line over sanitary sewer: 24-inch absolute minimum clearance. If the sewer line is leaking, the sewer line shall be replaced with 150 psi lined ductile iron or pvc pipe with appropriate adapters on all lined ductile iron or pvc pipe with appropriate adapters on all portions of the sanitary sewer within 9-feet of the water main.
- Not allowed
- Auger 9-feet minimum each side of sanitary sewer, place one 20-foot joint of C-900 PVC, 150 psi, centered under sanitary sewer. Fill bored hole with bentonite/clay moisture: 2-foot absolute minimum clearance or replace the existing sanitary sewer with 150 psi line ductile iron or PVC pipe with appropriate adapters on all portions of the sanitary within 9-feet of the water main.
- Minimum 18-foot joint of sanitary sewer, 150 psi lined ductile iron or PVC pipe centered at the water line; 6-inch absolute minimum clearance.
- If clearance is between 2 to 9-feet
  - Center a minimum 18-foot joint of 150 psi lined ductile iron or PVC pipe at water line.
  - Use cement-stabilized sand backfill (minimum 2 sacks cement per cubic yard of sand) starting at a pint ¼ of the pipe diameter above the bottom of the sanitary sewer to 1-foot above the top of sanitary sewer, or one sanitary sewer diameter, whichever is larger. Center one joint of sanitary sewer pipe about the water main.
- All water crossings to be approved by the City of Weslaco upon completion.

BASE BID		
Description	Unit	Estimated Quantity
<b>Water Improvements Base Bid</b>		
8" PVC DR-18 C-900 w/fittings	LF	1536
6" PVC DR-18 C-900 w/fittings	LF	20
Fire Hydrant w/valve	EA	1
8" Gate Valve w/box	EA	4
6" Gate Valve w/box	EA	3
2" Gate Valve w/box	EA	1
8" Cross	EA	2
6" Tee	EA	1
8" Tee	EA	4
12" Tee	EA	1
6" Cap***	EA	2
6" 45° Bend	EA	2
8" 45° Bend	EA	2
8" 90° Bend	EA	1
8" 11.25° Bend	EA	2
8" 22.5° Bend	EA	1
<b>Erosion Control</b>		
Silt Fence	LF	2085
Filter Fabric Inlet Protection	LF	24
<b>***6" Cap item would be removed if alternate bid is accepted</b>		

ALTERNATE BID		
Description	Unit	Estimated Quantity
<b>Water Improvements Alternate Bid</b>		
6" PVC DR-18 C-900 w/fittings	LF	820
6" Gate Valve w/box	EA	3
6" Tee	EA	2
Fire Hydrant w/valve	EA	1
Replace Existing Water Service	EA	26



**UTAH AVENUE  
WATER LINE IMPROVEMENTS  
WESLACO, TEXAS**

SEAL:



REVISIONS:

APRIL 24, 2015 SEE ADDENDUM I  
ADDED WATER SERVICE CONNECTIONS

**C-1  
GENERAL NOTES/  
ESTIMATED  
QUANTITIES**

