

CITY OF NEW BRAUNFELS

joint solicitation with

NEW BRAUNFELS UTILITIES



REQUEST FOR COMPETITIVE SEALED PROPOSALS for

Klein Road Reconstruction Phase 2

Solicitation # CSP 23-004

Date Issued:

January 19, 2023

**RESPONSES MUST BE RECEIVED NO LATER THAN:
3:00 P.M. CST February 21, 2023**

Proposal
Bond: 5%

Performance
Bond: 100%

Payment
Bond: 100%

Location: New Braunfels City Hall, 550 Landa Street, New Braunfels, TX 78130

New Braunfels Purchasing Department:

Barbara Coleman

Phone: 830-221-4389

Email: bcoleman@nbtexas.org



SOLICITATION AND OFFER

City of New Braunfels
Purchasing
550 Landa Street
New Braunfels, Texas 78130

Solicitation Number: CSP 23-004

Klein Road Reconstruction Phase 2

Invitation for Bid (IFB)
 Competitive Sealed Proposal (CSP)

Date Issued:
January 19, 2023

SOLICITATION

A non-mandatory Pre-Proposal Conference will be hosted remotely on **February 2, 2023 at 10:00 am (CST)**.

Questions may be submitted until close of business day on **February 6, 2023, 5:00 P.M. (CST)**.

Proposers must submit proposals in a signed original, with 1 hard copy, and 1 in digital format (.pdf File on USB Thumb Drive).

Proposals will be **received and read aloud** at the New Braunfels City Hall, City Secretary Office at the address shown above until: **3:00 P.M. (CST), February 21, 2023**.

Proposals received after the time and date set for submission will be returned, unopened, upon request.

For information regarding this solicitation, contact:

Purchasing Representative

Email : BColeman@nbtexas.org

Barbara Coleman

Phone : (830) 221-4389

Purchasing Manager

Fax: (830) 608-2112

(NO collect calls, Telegraphic, Email, On-Line or Fax offers accepted)

5% Proposal Bond Required: YES

NO

(If YES, refer to information in Section 5.)

100% Payment Bond Required: YES

NO

(If YES, refer to information in Section 5.)

100% Performance Bond Required: YES

NO

(If YES, refer to information in Section 5.)

OFFER

(This portion must be fully completed by Proposer.)

In compliance with the solicitation documents, the undersigned in compliance with the Solicitation and Instructions to proposers and having examined the Project Manual, Drawings, Addenda and being familiar with the character of work included in these solicitation documents, proposes to furnish all pertinent labor, permits, machinery, tools, supplies and equipment necessary and to perform all work required to complete the Project for the unit prices for work in place for the items and quantities identified in the attached Solicitation Schedule.

The Owners reserves the right to reject any and all bids and may reject a bid if a bidder does not acknowledge receipt of all addenda issued by the Owners.

CONTRACT AWARD SHALL INCLUDE ALL ASSOCIATED SOLICITATION DOCUMENTS, ATTACHMENTS, AND ADDENDA.
SIGNATURE IS MANDATORY; MANUALLY SIGN ORIGINAL DOCUMENT AND ALL REQUESTED COPIES SUBMITTED.

1) **Proposer's State of Residence:** _____ (Refer to information in Section 5 Article 22.)

Name And Address of Proposer:	Name and Title of Person Authorized to Sign Offer: E-Mail Address: Telephone Number: Fax Number:
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Signature: Name, Address, E-mail Address, and Telephone Number of Person authorized to conduct negotiations on behalf of Proposer. (Applies to Request for Proposal only.)	Date:
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TECHNICAL SPECIFICATIONS

The Construction Specifications for this Project are included in the Contract Documents.

TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (November 1, 2014) specifications will apply to City of New Braunfels Klein Rd Ph 2 Reconstruction Project S Walnut Ave to FM 725 (Volumes I & II).

City of New Braunfels Utility Standard Specifications will apply to Klein Rd Ph 2 Reconstruction 12" Water Line Adjustments (S. Walnut Ave. to F.M. 725) Volume III.

All water utility work under this Project is subject to the inspection and acceptance by NBU or a duly authorized agent of NBU. Contractor is responsible for providing written notice to NBU no less than 48 hours in advance of commencing work under this Project. All work shall conform to the current New Braunfels Utilities Water Connection Policy.

STANDARD DETAILS & TECHNICAL SPECIFICATIONS:

The Standard Details for this Project are included in the construction drawings. In the event a standard detail is not shown, the current version of the *City of San Antonio Standard Details for Construction*, TxDOT Standard Details and NBU Standard Detail Drawings for Construction (as amended and revised) will apply for this Project where applicable.

All traffic control modifications submitted to the City by the Contractor shall conform with the Texas Manual on Uniform Traffic Control Devices (TMUTCD, Revision 2, October 2014) and be signed/sealed by a registered professional engineer licensed in Texas.

SECTION 3
INSTRUCTIONS FOR RESPONSE

03.01 AVAILABLE DOCUMENTS

Klein Road Reconstruction Phase 2 - Proposals are due February 21, 2023 at 3:00 P.M. (Central Time) at the City of New Braunfels - City Secretary's Office at 550 Landa Street, New Braunfels, Texas 78130. Solicitation documents may be obtained from:

- Purchasing staff at the New Braunfels City Hall
- the BidNet Direct website, <http://www.bidnetdirect.com/texas>
- the City of New Braunfels' website, <https://www.nbtexas.org/2694/Solicitations>

03.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be hosted virtually at **10:00 a.m. (CST) on February 2, 2023**. Remote access via Zoom instructions are:

Register in advance for this webinar. Please click the link below to join the webinar:

https://us02web.zoom.us/webinar/register/WN_15tSSHeSQLeKREsaRylxOQ

After registering, you will receive a confirmation email containing information about joining the webinar. The call in Telephone: (833) 926-2300

Attendance is not mandatory but due to the complexity of the project, it is strongly recommended. Proposers are encouraged to attend and participate in the conference. The City will transmit to all prospective Proposers of record such Addenda as the City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Pre-Proposal conference minutes and any addendum may be downloaded at The BidNet Direct website <https://www.bidnetdirect.com/texas/city-of-new-braunfels> and the City of New Braunfels' website, <https://www.nbtexas.org/2694/Solicitations>.

03.03 SUBMISSION OF PROPOSAL

Companies responding to the CSP must follow the instructions below.

The statements which follow request information that the Evaluation Committee will utilize to evaluate the proposal. Each statement should be specifically addressed. Failure to respond to a statement may result in a proposal being deemed non-responsive and therefore not considered in the selection Process.

To achieve a uniform review process and to obtain a maximum degree of comparability, the City of New Braunfels requires that proposals be submitted with **1 original master (marked original), 1 hardcopy, and 1 digital copy in a .pdf file format saved on a USB thumb drive**. Responses shall be tabbed and labeled as indicated for consistency.

1. **TAB 1 – Solicitation and Offer Form**; completed and signed.
2. **TAB 1 – Acknowledgment of Addenda**, if applicable.

3. **TAB 2 – Cover Letter**: Name and address of the Proposer, as well as a brief description of the firm and its history
4. **TAB 3 – Executive Summary**: A brief summary highlighting the most important points of the proposal.
5. **TAB 4 – Cost Proposal Form** (Exhibit 1)
6. **TAB 5 – Vendor Certifications** (Exhibit 4)
7. **TAB 6 – Plan and Schedule** as required in Section 4.11.C.3.
8. **TAB 7 – Acceptable Documentation**
 - Bond Form - Proposal Guaranty/Bid Bond in an amount no less than five percent (5%) of price proposal (Exhibit 2)
 - One copy of Certificate of Insurance completed and signed (Section 4.18).
 - Conflict of Interest (Section 4.19.12).
 - Certificate of Interested Parties; Form 1295 (Section 4.19.11). Requested with response.
9. **TAB 8 – Required information indicated in Drawings, if applicable.**
10. **Required after contract award – Performance, Payment and Maintenance Bonds – (Exhibit 2)**

Proposal shall include all specified items in this section and be placed in an envelope, sealed and clearly identified on outside as a Proposal to Owners, with Proposer's name and address, and project name. Failure to submit Proposal in this manner may subject Proposer to disqualification. Proposal may be mailed or delivered (in person or by Express Mail or delivery service) to:

Delivery

Purchasing Department
City of New Braunfels
550 Landa Street
New Braunfels, TX 78130

Labeled

CSP 23-004 Klein Road Reconstruction Phase 2
Project Due: February 21, 2023 at 3:00 PM (CST)

When sent by mail, Express Mail, or delivery service, sealed Proposal (marked as indicated above) shall be enclosed in an additional envelope clearly identified on outside as a Proposal to Owners with Proposer's name and address, Project name, and Proposal date and time. It is the sole responsibility of the Proposer to ensure timely delivery of Proposal. Owners will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Proposer.

**03.04 PROPOSALS AND COMPLIANCE PLANS RECEIVED AFTER THE DATE AND TIME
STATED ABOVE WILL NOT BE ACCEPTED FOR EVALUATION.**

An abstract of the amounts of the base Proposals and alternatives will be made available to Proposers after the awarding of Proposals.

03.05 AUTHORIZED CONTACT PERSONS

The persons listed below may be contacted for information regarding the Invitation for Proposals. If the Proposer contacts any other City employee, including Council Members and members of Boards and Commissions, the Proposer may be found in violation regarding Anti-Lobbying and Procurement.

CITY PROJECT MANAGER:	Nathan Garza	830-221-4082
NBU PROJECT MANAGER:	Paula Dubois	830-608-8827
CONTRACT PROCUREMENT REPRESENTATIVE:	Barbara Coleman	830-221-4389

END OF SECTION

SECTION 4
GENERAL INFORMATION

ARTICLE 1

04.01 This is a joint Road and Utility Project, Klein Road Reconstruction Phase 2, between the City of New Braunfels and New Braunfels Utility ("NBU") (collectively "Owners"). This contract shall have dual Ownership. The joint project will allow the City of New Braunfels to cooperatively purchase construction services in the best interest of both parties. The joint project will benefit from coordinating their respective parts of the Project in order to expedite project construction and realize cost savings and improvements in efficiency and quality of roadway, water and wastewater facilities.

Klein Road Reconstruction Phase 2 is a project located within the City of New Braunfels.

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

Full street reconstruction and water line adjustment to NBU facilities along Klein Rd Ph 2 (S Walnut Ave to FM 725).

The proposed improvements are detailed in 3 construction plan documents defined as:

Volumes I & II

City of New Braunfels Klein Rd Ph 2 Reconstruction Project S Walnut Ave to FM 725

Volume III

Klein Rd Ph 2 Reconstruction 12" Water Line Adjustments (S. Walnut Ave. to F.M. 725)
Construction of 1,120 linear feet of 12-inch PVC C-900 water line and a temporary bypass connection consisting of 745 linear feet of 4-inch pipe.

ARTICLE 2 – WORK

04.02 Contractor shall complete all Work as specified or indicated in the Plans, Specifications and Contract Documents. The Work is generally described as follows:

The City of New Braunfels and NBU jointly seek proposals for qualified firms to provide construction services for the facilities included in the Klein Road Reconstruction Phase 2 plans, prepared for the City of New Braunfels.

All proposals shall follow the format provided by the City of New Braunfels.

The City and NBU are seeking a construction company with quality experience as a general contractor with specific experience in general road construction, bridges, mechanically stabilized earth retaining wall systems, underground utilities and storm sewer, and reconstruction/rehab of existing roads of the same or similar type, size, nature and class as the project being proposed. If you are using a sub-contractor for this work, provide the sub-contractor's specific experience in general road construction, bridge, mechanically stabilized earth retaining wall systems, underground utilities and storm sewer, and reconstruction/rehab of existing roads; sidewalk and curb ramps; concrete and asphalt driveways; concrete retaining walls, traffic signals, and traffic

control, of the same or similar type, size, nature and class as the project being proposed.

Statement of Work:

Full street reconstruction of Klein Rd (S Walnut Ave to FM 725) is defined in Volumes I & II and includes but is not limited to:

- removal of existing roadway with installation of new curb, sidewalk, shared use path, driveways, curb ramps, pedestrian signal push buttons, and pedestrian safety rails
- construction of divided and undivided roadway by stabilizing subgrade, installing geogrid reinforcement, laying flexible base and hot mix asphalt pavement
- construction of concrete medians
- replacing mailboxes
- sign installations, relocations and pavement markings
- multi-phase traffic control with full street closures and detour routes
- temporary and permanent traffic signal improvements at FM 725
- maintaining temporary drainage, connection to existing storm sewer, installation of new storm sewer
- low water crossing removal and replacement with a bridge structure with emphasis on minimizing disruption to local residents particularly when schools are in session
- mechanically stabilized earth retaining walls with concrete/steel combination rails
- off-site improvements to private property including placement of fill material, masonry wall removal and replacement, wood fence and decking removal and replacement

NBU Water facility adjustments are defined in Volume III and includes but is not limited to:

Volume III – Klein Rd Ph 2 Reconstruction – 12" Water Line Adjustments

- Construction of approximately 1,120 linear feet of 12-inch PVC C-900 water main pipe.
- Construction of approximately 745 linear feet of 4-inch pipe as a temporary bypass connection.

The above list is intended to enhance the statement of work and is not intended to limit the respondent's description of the project's process or services provided.

This project shall require expertise in the following construction areas:

- Grading
- Utility and storm drain construction
- Street pavement reconstruction
- Bicycle & Pedestrian facilities
- Traffic signal construction
- Bridge and retaining wall construction
- Multi-phase traffic control implementation

ARTICLE 3 – DESIGN ENGINEER

04.03 Pape-Dawson Engineers, Inc. is the Design Engineer for Klein Rd Ph 2 Reconstruction - Volumes I & II of the Project. Pawelek & Moy, Inc is the Design Engineer for Klein Rd Ph 2 Reconstruction – 12" Water Line Adjustments (Volume III) of the Project.

ARTICLE 4 – CONTRACT TIMES**04.04.01 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.

B. Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within **630** calendar days after the date when the Contract Times commence to run as provided in Section 6, Article 2.03 of the General Conditions and completed and ready for final payment in accordance with Section 6 Article 14.07 of the General Conditions within **660** calendar days after the date when the Contract Times commence to run. The substantial completion schedule will be further defined with the final contract.

04.04.02 Liquidated Damages

Contractor and Owners recognize that time is of the essence of the Agreement and that Owners will suffer financial loss if the Work is not completed within the times specified in Paragraph 04.4.01 above, plus any extensions thereof allowed in accordance with Article 12 of the Project Manual General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owners if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owners and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owners **\$1,285** for each calendar day that expires after the time specified in Paragraph 04.04.01 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 Owners, Contractor shall pay Owners **\$1,285** for each calendar day that expires after the time specified in Paragraph 04.04.01 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – PROJECT BUDGET

04.05 The estimated maximum construction budget is approximately \$14,700,000. This amount includes all incidental and contingent expenses associated with the construction of the Project.

ARTICLE 6 - CONTRACT PRICE

04.06 Owners 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 amounts determined pursuant to Paragraphs 04.07 below:

A. For all Work, at the unit prices stated in Contractor's Proposal.

ARTICLE 7 - PAYMENT PROCEDURES

04.07.01 Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with Article 14 of the Project Manual General Conditions and Exhibit 5, "Supplementary Conditions."

04.07.02 Progress Payments; Retainage

Owners shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided herein.

A. 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 Owners may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.2 of the General Conditions:

- i. 95% (percent) of Work completed (5% retained).
- ii. 95% (percent) of cost of materials and equipment not incorporated in the Work (5% retained).

04.07.03 Final Payment

Upon final completion and acceptance of the Work in accordance with Section 6, Article 14.07 of the Project Manual General Conditions, Owners shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 8 - DEVIATION FROM SPECIFICATION/ REQUIREMENTS

04.08 Please read the requirements thoroughly and be sure that your response complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your response. If no exceptions are noted, and you are the successful respondent, the City and NBU will require that the good/service(s) be provided as specified.

ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

04.09 In order to induce Owners to enter into this contract, 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 doing 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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bidding documents, 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 Owners 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, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given the Purchasing Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the City of New Braunfels 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 10 - CONTRACT DOCUMENTS

04.10 Contractor shall complete all Work as specified or indicated in the Contract Documents as listed in the contract document, Article 2 – Work.

ARTICLE 11 - COMPETITIVE PROPOSALS

04.11 This proposal is presented in accordance with Section 2269.151 Texas Government Code and City requirements.

- A. The City of New Braunfels and NBU will evaluate proposals according to the process and criteria listed below. Each of the criteria has been assigned an appropriate weight by the City of New Braunfels and NBU. Following an analysis and valuation of the Proposals, ranking of the Proposer will be made based upon the evaluation criteria. In the event of a tie in the rankings, the City of New Braunfels and NBU will break the tie based upon the City of New Braunfels and NBU's determination of which Proposal will provide the best value to the City of New Braunfels and NBU. Subjective judgment on the part of the City of New Braunfels and NBU are implicit in the criteria evaluation

process. After opening and ranking, award may be made on the basis of the original proposal as is, without discussion, clarification or modification, or the City of New Braunfels and NBU may discuss with the selected Proposer, offers for cost adjustment and other elements of the Proposal.

- B. Any Proposal may be considered unacceptable if the City of New Braunfels or NBU determines it fails to provide adequate technical and price information as specified in this Instruction to Proposer.
- C. Evaluation Criteria: The proposals submitted in response to this competitive sealed proposal (CSP) will be reviewed by a committee assembled by the City of New Braunfels and NBU.

The following criteria will be used by the evaluation committee to evaluate and rank the proposals:

Points	Description
70	Cost Proposal Price
20	Experience and Qualifications
10	Proposed Project Timelines

1. Cost Proposal Form – (70 Points)

- a) The Owners will consider the total contract cost as part of its evaluation.

2. Relevant Experience and Qualifications – (20 Points)

See Exhibit 4: Qualifications of Proposer

- a) Experience as a general contractor with specific experience in general road construction, underground utilities and reconstruction/rehab of existing roads, TxDOT prestressed concrete I-girders, bents, abutments, prestressed concrete panels of the same or similar type, size, nature and class as the project being proposed.
 - Minimum experience is indicated in this section 4.11.C.2.c and Exhibit 4. Consideration will be given to the number of years of the Proposer has been in business.
 - Previous work with the City or NBU will be considered
- b) If you are using a sub-contractor for this work, provide the sub-contractor's specific experience in general road construction, bridge and mechanically stabilized earth retaining wall systems, underground utilities and storm sewer, and reconstruction/rehab of existing roads; sidewalk and curb ramps; concrete and asphalt driveways; concrete retaining walls, traffic

signals, and traffic control, of the same or similar type, size, nature and class as the project being proposed.

- c) Consideration will be given to experience for projects which are:
 - occupied or substantially complete, as a prime Contractor or subcontractor within the last five years;
 - at a cost in excess of \$14,000,000 that your company is presently constructing as a Prime Contractor or subcontractor.
 - past relationship of the Prime Contractor or subcontractor on projects with the CONB and / or NBU as the Owners.
- d) Other Considerations – such as historical information and facts as per Section 4.10.D “Other Considerations” and qualifications from Exhibit 4.

3. Proposed Project Timelines – (10 Points)

Represent a potential plan and schedule for performing the work for each project.

- a) Baseline Schedule – Provide a proposed baseline schedule in Microsoft Projects for this Work defining critical path.
- b) Schedule Strategies – If applicable, provide strategies which are included in the proposal to minimize delays and areas for possible time savings. The City and NBU desire to begin construction immediately upon award to minimize disruption to local residents, particularly when local schools are in session. Schedule strategies aligning with this intent are preferred.

4. Financial Capacity to perform the work – (pass/fail)

- a) Provide evidence of financial capability and stability which must be appropriate to the size and scope of this project.
- b) List bank references, including contact name and title, address and phone of contact person.
- c) This is a Pass or Fail. Any Proposer receiving a score of “Fail” will be automatically disqualified.

Total Points Possible: 100 Points

D. Other Considerations: The City and NBU reserve the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process. The City and NBU further reserve the right to consider a submitter's background, personnel, experience, financial and other references, management practices, exceptions to the CSP or subsequent contract, and any working relationships, past or present, a submitter may have with its other clients.

E. Presentations/Interviews: (weighted at 10 points): After the proposals have been initially ranked based solely upon the selection criteria above, the City and NBU, in its sole discretion, may conduct oral interviews of respondents. The number of respondents invited to interview will depend on the scores following evaluation of the written proposal responses. Only the highest ranked Respondents that are, on the basis of their written proposal, qualified to perform the work will be invited for interviews. If the City chooses to conduct interviews, selected Proposers will be notified of the time and place for the interview; the interview format and agenda; and individuals from the firm expected to participate in the interview as a minimum standard. Failure to participate in the interview, if requested, may result in disqualification of the proposal. Respondents selected for interview will be scored based on the interview for a maximum score of 10 points. The interview points will be added to the initial proposal score for final total score, on which the final rankings will be based. The City reserves its right to reevaluate or rescore any submission post-interview based on information learned during the interview process that is materially different than the Proposer's original submission.

F. Proposed Project Schedule:

DATE	MILESTONE
Jan. 19, 2023	City of New Braunfels Website: https://www.nbtexas.org/2694/Solicitations Bidnet Direct: https://www.bidnetdirect.com/texas/city-of-new-braunfels
Feb. 2, 2023	Pre-proposal Meeting at 10 a.m. – Non Mandatory will be hosted remotely
Feb. 6, 2023	Deadline for questions and requests for clarification
TBD	Release of Addendum – Answers to questions
Feb. 21, 2023 3:00 pm CST)	Competitive Sealed Proposal (CSP) submission deadline & time
April – May 2023	Anticipated approval, and award of Contract, by City Council & NBU Board of Trustees
TBD	Anticipated Notice to Proceed date (Taking into account 90 days for nonowner utility relocation).

ARTICLE 12 - GENERAL CONTRACTOR REGISTRATION

04.12 Ordinance 2008-43 requires all general Contractors and their Subcontractors to be registered with the City of New Braunfels before commencing work within city limits. All information may be obtained from the Planning & Community Development department, Building Division on the City's website, www.nbtexas.org. In addition to topics such as permitting and fees, et cetera, the "Forms and Applications" hyperlink has links to the required "**Contractor's Registration Packet**" and "**Sub-Contractor Registration**" forms. Additional information may be provided by calling the Building Division at (830) 221-4060.

ARTICLE 13 - PROPOSAL GUARANTY

04.13 All Proposals shall be accompanied by an acceptable Proposal Guaranty in an amount of not less than five percent (5%) of the total Proposal Amount, as specified in Terms and Conditions, Section 5, Article 5.

ARTICLE 14 - CONTRACT SECURITY

04.14 The required Performance and Payment Bonds must be delivered to Owners not later than 10 days after Notice of Award is issued to Contractor. Refer to Exhibit 2 for the City Bond Forms.

ARTICLE 15 - PERFORMANCE AND PAYMENT BONDS

04.14 When Performance or Payment Bonds are required, each shall be issued in equal to the Contract Amount as security for the faithful performance or payment of all Contractors' obligations under the Contract Documents.

ARTICLE 16 - WARRANTY BOND

04.16 Not Required for this Project.

ARTICLE 17 - MINIMUM WAGES AND PREVAILING WAGE RATES

04.17 Minimum wage rates have been established and are specified in Section 5, Articles 23 and 24, "Wage Rates."

Refer to Exhibit 3, "Prevailing Wage Schedule."

ARTICLE 18 - INSURANCE AND LIABILITY COVERAGE

04.18 During the period of this contract, Contractor shall maintain at his expense, insurance with limits not less than those prescribed below. Contractor further agrees to indemnify, defend, and hold City of New Braunfels and NBU harmless from any and all causes of action arising from this contract. With respect to required insurance, Contractor shall:

- A. Name City of New Braunfels and New Braunfels Utilities as additional insured/or an insured, as its interests may appear.
- B. Provide City of New Braunfels and New Braunfels Utilities a waiver of subrogation.
- C. Provide City of New Braunfels and New Braunfels Utilities with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- D. Provide the Purchasing Representative at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award.

Submit a certificate of insurance reflecting coverage as follows:

a. <u>Automobile Liability:</u>		
Bodily Injury (Each person)	-	\$1,000,000.00
Bodily Injury (Each accident)	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00
b. <u>General Liability (Including Contractual Liability):</u>		
Bodily Injury	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00
Aggregate	-	\$2,000,000.00
c. <u>Excess Liability:</u>		
Umbrella Form	-	\$5,000,000.00
d. <u>Worker's Compensation:</u>	-	Statutory
<u>Or Employer's Liability Insurance:</u>	-	\$1,000,000.00
Each Accident	-	\$1,000,000.00
Disease each employee	-	\$1,000,000.00
Policy Limit	-	\$1,000,000.00

ARTICLE 19 - MISCELLANEOUS

04.19.01 Terms

Terms used in this Agreement will have the meanings stated in the Project Manual General Conditions, Section 6, Article 1 and Section 9 (Definitions and Terminology) and as elsewhere defined throughout the Contract Documents.

04.19.02 Assignment of Contract

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.

04.19.03 Successors and Assigns

Owners 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.

04.19.04 Severability

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 Owners 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.

04.19.05 Contractor's Certifications

Contractor certifies in Exhibit 4, "Vendor Certifications", it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made
 1. to influence the bidding process or the execution of the Contract to the detriment of Owners,
 2. to establish Bid or Contract prices at artificial non-competitive levels, or
 3. to deprive Owners of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owners, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

04.19.06 Contracts with Companies that Boycott Energy Companies

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

04.19.07 Contracts with Companies that Discriminate Against Firearm Industry

Contractor verifies that (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If Contractor is a company with 10 or more full time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274 it does not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

04.19.08 Contracts with Companies Boycotting Israel

Contractor certifies in Exhibit 4, "Vendor Certifications", it has not boycotted Israel currently and will not boycott Israel during the term of the contract, pursuant to Chapter 2271, Texas Government Code.

04.19.09 Anti-Lobbying and Procurement

Lobbying activities or representations by the Bidder are prohibited between the date that the solicitation is issued and the date of contract execution.

During a no-contact period, a bidder shall make a representation only through the authorized contact person.

During the no-contact period, a bidder may not make a representation to a City or NBU official or to a City or NBU employee other than to the authorized contact person. This prohibition also applies to a vendor that makes a representation and then becomes a bidder.

The prohibition of a representation during the no-contact period applies to a representation initiated by a bidder, and to a representation made in response to a communication initiated by a City or NBU official or a City or NBU employee other than the authorized contact person.

04.19.10 Safeguarding of Information and Data

The Contractor shall safeguard all information and data provided by the City or NBU. Further, Contractor shall not sell or make available data or mailing lists compiled from data received from the City or NBU without the express written approval of the City Council, through the City's Purchasing Representative, with appropriate remuneration to the City or NBU.

04.19.11 Certificate of Interested Parties (Form 1295)

Texas Government Code Section 2252.908, and the rules issued by the Texas Ethics Commission (TEC) found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed **Certificate of Interested Parties (Form 1295)** to the City before the City may enter into a contract with that business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Standard Filing Process: Form 1295 is accessible at, and must be completed online, at the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info/form1295.htm

A business entity must enter the required information as directed on Form 1295 and then print a copy of the completed form after it has been submitted online. It is important to note that the information that is required in 'Certification Number' and 'Date Filed' fields in the 'Certification of Filing' box on the form will not be generated until the form has been submitted, not saved. An authorized agent of the business entity must then complete the information required in the "Unsworn Declaration" field of the form and sign the printed copy of the form, containing the unique Certification Number and filing date. The completed and signed Form 1295 must be filed with the governmental body or state agency with which the business entity is entering into the contract; the governmental body or state agency will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website.

Solicitation Document: If a completed Form 1295 is requested in a solicitation document issued by the City, Respondent shall reference the City's solicitation number in Box 3 of the form as a contract number is not generated until the award of a contract by City Council. Respondents must submit the original signed form with their response to the solicitation. The City will subsequently acknowledge the Certificate of Interested Parties (Form 1295) on the TEC website after the contract has been awarded.

04.19.12 Requirement for Disclosure of Conflict of Interest

In accordance with Chapter 176 of the Texas Local Government Code, "Disclosure of Certain Relationships with Local Government Officers," persons, or their agents who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a **Conflict of Interest Questionnaire (Form CIQ)** with the City Secretary if the vendor has a business relationship as defined by Section 176.001(1-a) with the City and the vendor meets requirements under Section 176.006(a).

Form CIQ is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The Conflict of Interest Questionnaire (Form CIQ) is required to be filed within 7 business days of:

- a. Beginning of discussions or negotiations to enter into a contract with the City; or
- b. Submission of an application, response to a request for proposals or bids, correspondence or other writing related to a potential agreement with the City.

If requested in the solicitation document, all respondents are to submit a completed Conflict of Interest Questionnaire (Form CIQ) with their proposal in addition to submitting a completed Form CIQ to the office of the City Secretary located at 550 Landa Street; New Braunfels, Texas 78130.

By law, Form CIQ must be filed with the City Secretary no later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed as

per Section 176.006(a-1). A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

END OF SECTION

SECTION 5
TERMS AND CONDITIONS**ARTICLE 1 DEFINED TERMS**

05.01.01 Terms used in these Terms and Conditions, which are defined in the General Conditions of the Contract Documents, have the meanings assigned to them in the General Conditions. The term "Proposer" means one who submits a Proposal directly to Owners, as distinct from a sub-Proposer, who submits a proposal to a Proposer. The term "Successful Proposer" means the lowest, qualified, responsible and responsive Proposer to whom Owners (on the basis of Owners evaluation as hereinafter provided) makes an award. The term "Proposal Documents" includes the Advertisement or Invitation to Proposal, General Terms and Conditions, the Proposal Form, and the Contract Documents (including all Addenda issued prior to receipt of Proposals).

ARTICLE 2 COPIES OF PROPOSAL DOCUMENTS

05.02.01 Complete sets of the Proposal Documents in the number and for the sum stated in the Advertisement or Competitive Sealed Proposal may be obtained from Owners. The sum for the Project Documents is not refundable.

05.02.02 Complete sets of Proposal Documents must be used in preparing Proposals; neither Owners nor Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

05.02.03 Owners, in making copies of Proposal Documents available on the above terms, do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

05.02.04 Complete sets of Proposal Documents may be downloaded at <http://www.bidnetdirect.com/texas>, unless otherwise notified.

ARTICLE 3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

05.03.01 It is the responsibility of each Proposer before submitting a Proposal, to: (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Proposer's observations with the Contract Documents; and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

05.03.02 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owners and Engineer by Owners of such Underground Facilities or others and Owners does not assume responsibility for the accuracy of completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

05.03.03 On request in advance, Owners will provide each Proposer access to the site to conduct such explorations and tests as each Proposer deems necessary for submission of a

Proposal. Proposer shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations. The Proposer shall be responsible for the expenses associated with such tests and explorations.

05.03.04 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. **All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.** Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owners unless otherwise provided in the Contract Documents.

05.03.05 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 4 INTERPRETATIONS AND ADDENDA

05.04.01 All questions about the meaning or intent of the Contract Documents are to be directed to Purchasing Representative. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda emailed, mailed or delivered to all parties recorded by Purchasing Representative as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

ARTICLE 5 PROPOSAL GUARANTY

05.05.01 All Proposals shall be accompanied by a proposal guaranty in an amount of not less than five percent (5%) of the total Proposal. If the total Proposal amount is \$100,000 or less, Proposer has the option of providing a cashier's or certified check, made payable to City of New Braunfels, or a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owners. If the total Proposal amount exceeds \$100,000, the only acceptable proposal guaranty will be a proposal bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to Owners.

05.05.02 Proposal guaranty accompanying the Proposal of the highest ranked Proposer will be retained until Contract is awarded and successful Proposer executes Contract and furnishes required bonds and insurance, after which proposal guaranty will be returned to the Proposer. Proposal guaranty accompanying the second lowest Proposer will be retained until Contract is awarded. All other proposal guaranties will be returned after Proposal certification.

ARTICLE 6 PERFORMANCE AND PAYMENT BONDS

05.06.01 When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by Owners pursuant to applicable law.

ARTICLE 7 WARRANTY BOND

05.07.01 Warranty Bond is not required for this solicitation.

ARTICLE 8 CONTRACT TIME

05.08.01 The number of days within which, or the dates by which, the Work is to be completed and ready for final payment (the Contract Time) are set forth in the Agreement.

ARTICLE 9 SUBSTITUTE AND "OR-EQUAL" ITEMS

05.09.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or substitute or "or-equal" materials and equipment approved by Owners and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Owners as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Owners at least 7 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.5 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Owner's decision of approval or disapproval of a proposed item will be final. If Owners approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 10 SUBCONTRACTORS, SUPPLIERS AND OTHERS

05.10.01 If the Contract Documents require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owners in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Proposer, and any other Proposer so requested, shall within five days after Proposal opening, submit to Owners a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owners. If Owners, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owners may, before the Notice of Award is given, request apparent Successful Proposer to submit a substitute. If the Substitute will cause the cost of the work to increase the Owners will agree to increase the contract price by the corresponding increase.

05.10.02 If apparent Successful Proposer declines to make any such substitution, Owners may award the Contract to the next ranked Proposer that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Proposal security of any Proposer. Any Subcontractor, Supplier, individual, or entity so listed and against which Owners makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owners subject to revocation of such acceptance after the Effective Date of the Agreement.

ARTICLE 11 PREPARATION OF PROPOSAL

05.11.01 The Proposal Form is included with the Proposal Documents.

- A. All blanks on the Proposal Form shall be completed. Erasures or alterations shall be initialed in ink by the person signing the Proposal Form. A Proposal price shall be indicated for each proposal item or unit price listed therein. In the case of optional alternatives, the words "No Proposal," "No Change," or "Not Applicable" may be entered.
- B. All names shall be printed in ink below the signatures.
- C. The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Proposal Form.
- D. Postal and e-mail addresses and telephone number for communications regarding the Proposal shall be shown.
- E. The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state where the Project is located, or Proposer shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state Contractor license number, if any, shall also be shown on the Proposal Form.

ARTICLE 12 SUBMISSION OF PROPOSAL

05.12.01 Each Proposal, completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity shall be submitted in accordance with Section 3.03.

ARTICLE 13 BASIS OF PROPOSAL; COMPARISON OF COSTS

05.13.01 Unit Price

1. Proposers shall submit a Proposal on a unit price basis for each item of Work listed in the Proposal Form.
2. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

05.13.02 Lump Sum Price

1. Proposers shall provide proposal items on a lump sum price for each item of Work listed as such in the Proposal Form.
2. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding lump sum price.
3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the lump sum prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 MODIFICATION AND WITHDRAWAL OF PROPOSALS

05.14.01 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals.

05.14.02 If, within twenty-four hours after Proposals are opened, and Proposer files a duly signed, written notice with Owners and promptly thereafter demonstrates to the reasonable satisfaction of Owners that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal security will be returned. Thereafter, that Proposer will be disqualified from further proposal on the work to be provided under the Contract Documents.

ARTICLE 15 OPENING OF PROPOSALS

05.15.01 Proposals will be opened, and the names of the offerors and any monetary proposals will be read aloud. Other content will not be disclosed to competing Proposers and the contents will be kept confidential during negotiations. Until the negotiations are completed, only the number, identity and proposed price of the Proposers submitting Proposals will be made available to the public.

ARTICLE 16 PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

05.16.01 The City and NBU shall evaluate and rank each proposal submitted in connection with this Proposal. All Proposals will remain subject to acceptance for one-hundred twenty (120) days after the day of the Proposal opening. Bases on their sole discretion, the City and NBU reserve the right to determine the propriety of any proposal and may disqualify any proposer based on an incomplete, inaccurate, or noncompliant response. Owners may, in its sole discretion, release any Proposal and return the Proposal security prior to that date.

ARTICLE 17 AWARD OF CONTRACT

05.17.01 With recommendation by the evaluation committee, the award of this contract will be provided by the City of New Braunfels City Council and the Board of Trustees of New Braunfels Utilities. The division of cost funding between the City and NBU, as defined in the Post Award Funding Formula within the Memorandum of Understanding between the City and NBU dated the

28th of August 2017, will have no bearing on the criteria and decision for award and will be post award.

05.17.02 Owners reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Proposer, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Proposals. Also, Owners reserves the right to reject the Proposal of any Proposer if Owners believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owners. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

05.17.03 In evaluating Proposals, Owners will consider the qualifications of the Proposers, whether or not the Proposals comply with the prescribed requirements, and such alternatives, and other data, as may be requested in the Proposal Form or prior to the Notice of Award.

05.17.04 If the Contract is to be awarded, it will be awarded to the best value Proposer whose evaluation by Owners indicates to Owners that the award will be in the best interest of the Project.

05.17.05 If the contract is to be awarded, Owners will give the Successful Proposer a Notice of Award within one-hundred twenty (120) days after the day of the Proposal opening.

05.17.06 Owners reserves the right to increase the value of the contract by adding alternatives described in the Proposal.

05.17.07 Causes for Rejection; Waiver of Irregularities; Disqualification - In any case, of ambiguity or lack of clarity in stating the prices in the proposal, the Owners will use the construction most advantageous to it or reject the proposal.

05.17.08 Other causes for the Owners to disqualify a proposer or reject its proposal include:

- a) The proposal has any omission, alteration of form, addition or condition not called for, or unreasonable or unbalanced unit prices.
- b) The proposal is incomplete or is not accompanied by an acceptable proposal guaranty.
- c) More than one proposal is submitted by the proposer.
- d) There is evidence of collusion among proposers.
- e) There is evidence of unsatisfactory performance, default or litigation with an Owners by the proposer under a previous contract, either with this Owners or with another Owners, including work by the proposer as a subcontractor.
- f) There is evidence that the proposer is behind schedule, in arrears in payment to an employee, subcontractor or material supplier, in default, or in litigation with an Owners under an existing contract.
- g) The Owners determines that the proposer is not responsible because there is evidence that the proposer does not have sufficient qualifications (including without limitation, lack of

experience, poor safety record, insufficient personnel, equipment, financial resources, or any other attribute) to assure the satisfactory completion of the Project.

- h) The Owners determines that the proposer has been convicted of a criminal offense committed in Texas involving fraud, theft, bribery, kickbacks or unlawful gifts to a public official if the conviction occurred within three years immediately preceding either the date of submission of your bid, the submission of your statement of proposer's qualifications or the advertised contract award date.
- i) More than 50 percent of the work performed by subcontractors to the Contractor.
- j) The proposer does not meet the minimum experience qualifications established in the Statement of Proposer's Qualifications.

05.17.09 Each proposer by submission of a proposal waives any claims it has or may have against the Owners, the Engineer, its sub-consultants and their employees and any other consultants, and any trustees, officers, and employees of Owners, connected with or arising out of the proposal administration, proposal evaluation, recommendation for Contract award, the award of the Contract and the rejection of any proposals.

ARTICLE 18 CONTRACT SECURITY

05.18.01 The required performance and payment Bonds must be delivered to Owners not later than 10 days after Notice of Award.

ARTICLE 19 SALES TAX

05.19.01 The Proposer shall investigate all statutory requirements for the payment of sales taxes and shall include the cost of any such payments in the Proposal prices of his proposal.

05.19.02 The Proposer's attention is directed to Chapter 151 of the Tax Code of the State of Texas. This section provides that all items used or consumed in direct pursuance of this Contract can be purchased free of State of Owners sales tax since the project is being performed for an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas.

ARTICLE 20 LAWS AND REGULATIONS

05.20.01 The Proposer's attention is directed to the fact that all applicable Texas state laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided will apply to the Contract through out, and they will be deemed to be included in the Contract the same as if herein written out in full.

ARTICLE 21 RESIDENT PROPOSERS

05.21.01 Texas provides no advantage to resident Proposers in the award process. However, offers from another state where that state favors their residents will be evaluated by adding the same differential to the proposal that would be required for a non-resident proposal to be awardable in their resident state. For example, how much lower a Texas firm must be in that state than one of their resident proposals in order to be the awardee.

05.21.02 Pursuant to Local Government Code Section 271.9051, the City of New Braunfels has

a local preference resolution 2009-R61. This resolution authorizes the municipality to enter into a contract with the lowest Proposer or the Proposer whose principal place of business is in the City of New Braunfels if that local Proposer is within five percent of the lowest proposal price received from a Proposer who is not a resident and offers the municipality the best combination of contract price and additional economic development opportunities for the City created by the contract award; including the employment of residents of the municipality and increased tax revenues to the municipality and total amount of the contract is less than \$100,000. This provision does not prohibit the City of New Braunfels from rejecting all proposals.

ARTICLE 22 GENERAL CONTRACTOR REGISTRATION

05.22.01 Ordinance 2008-43 requires all general Contractors and their Subcontractors to be registered with the City of New Braunfels before commencing work within city limits. All information may be obtained from the Planning & Community Development department, Building Division on the City's website, www.nbtexas.org. In addition to topics such as permitting and fees, et cetera, the "Forms and Applications" hyperlink has links to the required "**Contractor's Registration Packet**" and "**Sub-Contractor Registration**" forms. Additional information may be provided by calling the Building Division at (830) 221-4060. Contractor must be registered with the City prior to construction start.

ARTICLE 23 PREVAILING WAGES

05.23.01 Proposer must comply with all requirements of the prevailing wage statute, Government Code chapter 2258 and Davis-Bacon and Related Acts for non-Federal contracts.

05.23.02 Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Highway-Heavy Trades "AS APPLICABLE".

A. Wages shall be paid in accordance with the Davis Bacon Wage Rates.

<https://www.wdol.gov/dba.aspx> Exhibit 3; "Prevailing Wage Schedule"

05.23.03 Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to Owners rates and classification proposed for use, for approval, prior to performance of the Work.

ARTICLE 24 EMPLOYMENT REQUIREMENTS AND WAGE RATES

05.24.01 This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

05.24.02 The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

05.24.03 Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor

agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owners harmless for any failure to so comply and any discrimination for which Contractor may be charged.

05.24.04 Contractor shall keep certified payrolls which will be collected and maintained by the Contractor for itself and all subcontractors and made available to the Owners as may be required upon request or for audit at completion of the job. Accurate records shall show the names and occupations of all laborers, workmen, and mechanics employed, together with the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Owners.

05.24.05 According to Chapter 2258 Texas Government Code Title 10A, a Contractor or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

05.24.06 Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.

05.24.07 Pursuant to Texas Revised Civil Statutes, Article 4413(31), Contractor shall give preference in employment to honorably discharged veterans who were engaged in the services of the United States in time of war or conflict and who are and have been citizens of Texas for not less than five years.

ARTICLE 25 DISCLOSURE OF PROPRIETARY INFORMATION

05.25.01 All materials submitted to Owners become public property and are subject to the Texas Public Information Act, Government Code Chapter 552, upon receipt. If Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked "proprietary" at time of submittal.

Owners will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

05.25.02. This provision applies if the Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owners or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owners in a fiscal year of the Owners. Respondents and Contractor must (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the Owners for the duration of the Contract; (2) promptly provide to the Owners any contracting information related to the Contract that is in the custody or possession of the entity on request of the Owners; and (3) on completion of the Contract, either:

- i. provide at no cost to the Owners all contracting information related to the Contract that is in the custody or possession of the entity; or

- ii. preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the Owners.

05.25.03 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Request for Proposals and Contract and the vendor agrees that the Contract can be terminated if the vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE 26 OTHER TERMS OF AGREEMENT

05.26.01 Severability

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 Owners 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.

05.26.02 Governing Law

The Contract shall be governed by the law of the state of Texas without regard to its conflict of law principles.

05.27.03 Venue

This Agreement is entered into and performed in Comal County, Texas, and the Contractor and the Owners agree that mandatory venue for any legal action related to this Contract shall be in the state District Courts of Comal County, Texas.

END OF SECTION

**Bidding Requirements, Contract Forms and Conditions of the Contract
COST PROPOSAL FORM
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 1**

Exhibit 1

COST PROPOSAL FORM

Refer to Exhibit 1 attached as an Excel Form

Proposer shall submit Cost Proposal in PDF and Excel Format

Bidding Requirements, Contract Forms and Conditions of the Contract
COST PROPOSAL FORM
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 1

Klein Rd Ph 2 Volumes I & II
CITY - ROADWAY IMPROVEMENTS PROPOSAL

The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total
0100-6002	PREPARING ROW	STA	50.6		
0110-6001	EXCAVATION (ROADWAY)	CY	29,048		
0110-6002	EXCAVATION (CHANNEL)	CY	206		
0132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	8,296		
0160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	11,234		
0162-6002	BLOCK SODDING	SY	11,234		
0164-6007	BROADCAST SEED (PERM) (URBAN) (CLAY)	SY	3,450		
0164-6009	BROADCAST SEED (TEMP) (WARM)	SY	3,450		
0164-6011	BROADCAST SEED (TEMP) (COOL)	SY	3,450		
0168-6001	VEGETATIVE WATERING	MG	336.80		
0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	3,450		
0216-6001	PROOF ROLLING	HR	4.0		
0247-6041	FL BS (CMP IN PLC)(TYA GR1&2)(FNAL POS)	CY	9,571		
0260-6002	LIME (HYDRATED LIME (SLURRY))	TON	349.6		
0260-6027	LIME TRT (EXST MATL)(8")	SY	34,867		
0310-6001	PRIME COAT (MULTI OPTION)	GAL	10,143.22		
0316-6251	AGGR(TY-PE GR-5 SAC-B)	CY	243		
0316-6400	ASPH (AC-15P OR AC-10-2TR OR CRS-2P)	GAL	6,762.18		
0400-6005	CEM STABIL BKFL	CY	62.5		
0401-6001	FLOWABLE BACKFILL	CY	16.0		
0402-6001	TRENCH EXCAVATION PROTECTION	LF	5,289		
0416-6004	DRILL SHAFT (36 IN)	LF	810		
0420-6010	CL A CONC (PLUG)	EA	2		
0420-6013	CL C CONC (ABUT)	CY	110.7		
0420-6025	CL C CONC (BENT)	CY	86.6		
0420-6066	CL C CONC (RAIL FOUNDATION)	CY	61		
0420-6074	CL C CONC (MISC)	CY	6.6		
0422-6001	REINF CONC SLAB	SF	18,069		
0422-6013	BRIDGE SIDEWALK	SF	1,470		
0422-6015	APPROACH SLAB	CY	152.1		
0423-6001	RETAINING WALL (MSE)	SF	3,859		
0423-6006	RETAINING WALL (CAST - IN - PLACE)	SF	517		

Bidding Requirements, Contract Forms and Conditions of the Contract
COST PROPOSAL FORM
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 1

0425-6036	PRESTR CONC GIRDER (TX34)	LF	945		
0425-6038	PRESTR CONC GIRDER (TX46)	LF	1,490		
0432-6003	RIPRAP (CONC)(6 IN)	CY	81.4		
0432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	1		
0450-6034	RAIL (TY C402)	LF	1,835		
0450-6048	RAIL (HANDRAIL)(TY B)	LF	115		
0450-6103	RAIL (TY PR11)	LF	494		
0454-6020	SEALED EXPANSION JOINT (4 IN) (SEJ - B)	LF	140		
0460-6001	CMP (GAL STL 12 IN)	LF	100		
0462-6006	CONC BOX CULV (5 FT X 2 FT)	LF	646		
0462-6007	CONC BOX CULV (5 FT X 3 FT)	LF	2,854		
0462-6008	CONC BOX CULV (5 FT X 4 FT)	LF	162		
0462-6011	CONC BOX CULV (6 FT X 4 FT)	LF	120		
0464-6005	RC PIPE (CL III)(24 IN)	LF	1,900		
0464-6007	RC PIPE (CL III)(30 IN)	LF	56		
0464-6025	RC PIPE (CL V)(18 IN)	LF	115		
0465-6013	INLET (COMPL)(PCO)(3FT)(NONE)	EA	9		
0465-6014	INLET (COMPL)(PCO)(3FT)(LEFT)	EA	14		
0465-6015	INLET (COMPL)(PCO)(3FT)(RIGHT)	EA	10		
0465-6030	INLET (COMPL)(PCU)(3FT)(LEFT)	EA	6		
0465-6031	INLET (COMPL)(PCU)(3FT)(RIGHT)	EA	6		
0465-6045	INLET (COMPL)(PMBD)(4FT)	EA	3		
0465-6070	INLET (COMPL)(PSL)(RC)(3FTX3FT)	EA	3		
0465-6072	INLET (COMPL)(PSL)(RC)(3FTX5FT)	EA	1		
0465-6077	INLET (COMPL)(PSL)(RC)(8FTX8FT)	EA	18		
0465-6158	INLET(COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT)	EA	1		
0465-6160	INLET(COMPL)(PAZD)(FG)(4FTX4FT-4FTX4FT)	EA	3		
0465-6269	INLET (COMPL)(TY C)	EA	1		
0466-6179	WINGWALL (PW - 1) (HW=4 FT)	EA	1		
0466-6180	WINGWALL (PW - 1) (HW=5 FT)	EA	1		
0471-6003	GRATE & FRAME	EA	30		
0479-6003	ADJUSTING MANHOLES & INLETS	EA	1		
0496-6007	REMOT STR (PIPE)	LF	197		
0500-6001	MOBILIZATION	LS	1.0		
0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	21		
0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	250		

Bidding Requirements, Contract Forms and Conditions of the Contract
COST PROPOSAL FORM
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 1

0506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	335		
0506-6011	ROCK FILTER DAMS (REMOVE)	LF	585		
0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	2,146		
0506-6024	CONSTRUCTION EXITS (REMOVE)	SY	2,146		
0506-6037	SANDBAGS FOR EROSION CONTROL (12")	LF	183		
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	2,622		
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	2,622		
0506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	1,176		
0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	1,176		
0508-6001	CONSTRUCTING DETOURS	SY	8,185		
0512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	4,980		
0512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	680		
0512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	360		
0512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	140		
0512-6045	PORT CTB (STKPL)(LOW PROF)(TY 1)	LF	360		
0512-6046	PORT CTB (STKPL)(LOW PROF)(TY 2)	LF	140		
0512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	4,980		
0512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	680		
0529-6002	CONC CURB (TY II)	LF	10,795		
0530-6004	DRIVEWAYS (CONC)	SY	1,210		
0531-6001	CONC SIDEWALKS (4")	SY	7,407		
0531-6019	CURB RAMPS (TY 2)	SY	161		
0531-6020	CURB RAMPS (TY 3)	SY	325		
0531-6024	CURB RAMPS (TY 7)	SY	22		
0531-6030	CURB RAMPS (TY 21)	SY	17		
0536-6002	CONC MEDIAN	SY	1,292		
0540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	1		
0540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	1		
0545-6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	EA	1		
0560-6014	MAILBOX INSTALL-S (TWG-POST) TY 4	EA	8		
0618-6033	COND (PVC) (SCH 40) (4")	LF	9,270		
0618-6034	COND (PVC) (SCH 40) (4") (BORE)	LF	806		
0618-6046	COND (PVC) (SCH 80) (2")	LF	150		
0618-6053	COND (PVC) (SCH 80) (3")	LF	70		
0620-6009	ELEC CONDR (NO.6) BARE	LF	190		
0620-6010	ELEC CONDR (NO.6) INSULATED	LF	70		

Bidding Requirements, Contract Forms and Conditions of the Contract
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Exhibit 1

0621-6005	TRAY CABLE (4 CONDR) (12 AWG)	LF	275	
0624-6010	GROUND BOX TY D (162922)W/APRON	EA	2	
0624-6012	GROUND BOX TY E (122317)W/APRON	EA	29	
0625-6002	ZINC-COAT STL WIRE STRAND (3/16")	LF	589	
0625-6004	ZINC-COAT STL WIRE STRAND (5/16")	LF	589	
0627-6002	TIMBER POLE (CL 2) 40 FT	EA	4	
0628-6164	ELC SRV TY D 120/240 070(NS)AL(E)PS(U)	EA	1	
0644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	15	
0644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	1	
0644-6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	EA	1	
0644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	12	
0644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	EA	2	
0644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	1	
0662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	20,899	
0662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	LF	202	
0662-6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	LF	21	
0662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	20,956	
0662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	724	
0662-6071	WK ZN PAV MRK REMOV (W)8"(SLD)	LF	332	
0662-6094	WK ZN PAV MRK REMOV (Y)4"(DOT)	LF	50	
0662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	1,525	
0666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	1,693	
0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	834	
0666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	21	
0666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LF	759	
0666-6156	REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	EA	5	
0666-6224	PAVEMENT SEALER 4"	LF	11,080	
0666-6226	PAVEMENT SEALER 8"	LF	1,693	
0666-6230	PAVEMENT SEALER 24"	LF	1,593	
0666-6231	PAVEMENT SEALER (ARROW)	EA	21	
0666-6233	PAVEMENT SEALER (MED NOSE)	EA	5	
0666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	2,268	
0666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	414	
0666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	6,398	
0672-5009	REFL PAV MRKR TY II-B-B	EA	5	
0672-6007	REFL PAV MRKR TY I-C	EA	206	

Bidding Requirements, Contract Forms and Conditions of the Contract
COST PROPOSAL FORM
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 1

0672-6009	REFL PAV MRKR TY II-A-A	EA	313		
0672-6010	REFL PAV MRKR TY II-C-R	EA	67		
0677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	4,696		
0677-6003	ELIM EXT PAV MRK & MRKS (6")	LF	352		
0677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	97		
0677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	1		
0677-6020	ELIM EXT PAV MRK & MRKS (MED NOSE)	EA	1		
0678-6001	PAV SURF PREP FOR MRK (4")	LF	11,080		
0678-6004	PAV SURF PREP FOR MRK (8")	LF	1,693		
0678-6008	PAV SURF PREP FOR MRK (24")	LF	1,593		
0678-6009	PAV SURF PREP FOR MRK (ARROW)	EA	21		
0678-6024	PAV SURF PREP FOR MRK (MED NOSE)	EA	5		
0680-6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1		
0680-6004	REMOVING TRAFFIC SIGNALS	EA	1		
0681-6001	TEMP TRAF SIGNALS	EA	1		
0682-6001	VEH SIG SEC (12")LED(GRN)	EA	8		
0682-6002	VEH SIG SEC (12")LED(GRN ARW)	EA	4		
0682-6003	VEH SIG SEC (12")LED(YEL)	EA	8		
0682-6004	VEH SIG SEC (12")LED(YEL ARW)	EA	6		
0682-6005	VEH SIG SEC (12")LED(RED)	EA	8		
0682-6006	VEH SIG SEC (12")LED(RED ARW)	EA	4		
0682-6018	PED SIG SEC (LED)(COUNTDOWN)	EA	2		
0682-6049	BACKPLATE W/REFL BRDR(4 SEC)	EA	2		
0682-6060	BACKPLATE W/REFL BRDR(3 SEC)	EA	10		
0684-6009	TRF SIG CBL (TY A)(12 AWG)(4 CONDR)	LF	485		
0684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	1,960		
0684-6080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	485		
0687-6001	PED POLE ASSEMBLY	EA	4		
0688-6001	PED DETECT PUSH BUTTON (APS)	EA	2		
0688-6003	PED DETECTOR CONTROLLER UNIT	EA	1		
2005-6002	FILTER FABRIC (TY 1)	SY	8,428		
3076-6001	D-GR HMA TY-B PG64-22	TON	467.5		
3076-6006	D-GR HMA TY-B PG70-22	TON	5,908.1		
3076-6023	D-GR HMA TY-C PG70-22	TON	5,445.4		
3076-6048	D-GR HMA TY-D PG76-22	TON	3,705.5		
3076-6066	TACK COAT	GAL	6,312.44		

Bidding Requirements, Contract Forms and Conditions of the Contract
COST PROPOSAL FORM
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 1

5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	34,867		
5009-6001	STONE MASONRY COLUMNS	EA	3		
5009-6002	STONE MASONRY (ROCK WALL)	SF	534		
5071-6001	WOOD FENCE (REMOVE)	LF	186		
5071-6002	WOOD FENCE (INSTALL)	LF	186		
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	483		
6002-6001	VIVDS PROCESSOR SYSTEM	EA	1		
6002-6002	VIVDS CAMERA ASSEMBLY	EA	4		
6002-6003	VIVDS SET-UP SYSTEM	EA	1		
6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	680		
6210-6001	PVC MOISTURE BARRIER	SY	1,926		
CITY TOTAL					\$0.00

Bidding Requirements, Contract Forms and Conditions of the Contract
COST PROPOSAL FORM
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 1

Klein Road Reconstruction Phase 2 - Water Line Adjustments

Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total
100 (TxDOT)	PREPARING RIGHT OF WAY	LS	1		
340 (TxDOT)	D-GR HMA(SQ), TY-B, PG64-22 (PAVEMENT REPAIR)	TON	100		
500 (TxDOT)	MOBILIZATION	LS	1		
502 (TxDOT)	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3		
504 (NBU)	ADJUSTING WATER VALVE BOXES TO GRADE	EA	4		
504 (NBU)	ADJUSTING WATER METERS AND BOXES	EA	2		
509 (NBU)	TRENCH EXCAVATION PROTECTION	LF	1120		
510 (NBU)	PIPE, 12" DIA. (ALL DEPTHS) (C-900) (DR 18)	LF	1120		
510 (NBU)	PIPE, 24" PVC ENCASEMENT PIPE (DR 25, C905)	LF	30		
510 (NBU)	12" WATER TIE-IN	EA	4		
510 (NBU)	REPLACE SERVICE (1" DIA.) (SHORT) (NEW MAIN)	EA	1		
510 (NBU)	DUCTILE IRON FITTINGS	TON	2		
510 (NBU)	HYDROSTATIC TESTING	EA	2		
510 (NBU)	TEMPORARY BYPASS CONNECTION (COMPLETE)	LS	1		
511 (NBU)	FIRE HYDRANT ADJUSTMENT	EA	1		
511 (NBU)	12" GATE VALVES W/ BOXES	EA	1		
	OWNER'S CONTINGENCY	ALW	1	\$ 75,000.00	\$ 75,000.00
				NBU WATERLINE TOTAL	

TOTAL PROPOSALS - BOTH CITY AND NBU

Company Name: _____

Proposers Name: _____

Signed By: _____
 (Authorized Representative)

**Bidding Requirements, Contract Forms and Conditions of the Contract
BOND FORMS
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 2**

BID BOND

THE STATE OF TEXAS §
§
§
COUNTY OF §

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal herein, and _____, a corporation organized and existing under the laws of the State of _____, and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the **City of New Braunfels and New Braunfels Utilities**, located in **Comal County, Texas**, Obligee herein, in the sum of _____ Dollars (\$_____) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Proposal, dated the _____ day of _____, 20____, which is hereto attached and made a part hereof for all purposes, for the construction of the Klein Road Reconstruction Phase 2.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if the said Principal shall not withdraw said Proposal within the period specified therein after the opening of same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into written Contract with the Obligee in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Proposal within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Proposal and the amount for which the Obligee may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

**Bidding Requirements, Contract Forms and Conditions of the Contract
BOND FORMS
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 2**

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

ATTEST:

(Principal) Secretary

(S E A L)

By: _____

Name: _____

Title: _____

Address: _____

Witness as to Principal

Telephone Number: _____

SURETY

ATTEST:

Secretary

(S E A L)

By: _____

Name: _____
Attorney in Fact

Address: _____

Witness as to Surety

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

**Bidding Requirements, Contract Forms and Conditions of the Contract
BOND FORMS
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 2**

PERFORMANCE BOND

THE STATE OF TEXAS
COUNTY OF _____

§
§
§

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of New Braunfels and New Braunfels Utilities, a municipal corporation with its principal location of 550 Landa St., New Braunfels, Texas, Comal County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond]) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20____, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the following project: Klein Road Reconstruction Phase 2.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee's notice of Contractor's default, commence and thereafter complete performance of Contractor's obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and

**Bidding Requirements, Contract Forms and Conditions of the Contract
BOND FORMS
CSP 23-004 Klein Road Reconstruction Phase 2
Exhibit 2**

any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20____.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

ATTEST:

(Principal) Secretary

(S E A L)

By: _____

Name: _____

Title: _____

Address: _____

Witness as to Principal

Telephone Number: _____

SURETY

ATTEST:

Secretary

(S E A L)

By: _____

Name: _____

Attorney in Fact

Address: _____

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Witness as to Surety

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of New Braunfels
550 Landa St.
New Braunfels, Texas 78130

By: _____

Title: _____

Date: _____

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PAYMENT BOND

THE STATE OF TEXAS
COUNTY OF _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of New Braunfels and New Braunfels Utilities, a municipal corporation with its principal location of 550 Landa St., New Braunfels, Texas, Comal County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond] for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 20____, which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project: Klein Road Reconstruction Phase 2.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in

**Bidding Requirements, Contract Forms and Conditions of the Contract
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accordance with the provisions of said statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20 ____.

The date of bond shall not be prior to date of Contract.

PRINCIPAL

ATTEST:

(Principal) Secretary

(S E A L)

By: _____

Name: _____

Title: _____

Address: _____

Witness as to Principal

Telephone Number: _____

SURETY

ATTEST:

Secretary

(S E A L)

By: _____

Name: _____

Attorney in Fact

Address: _____

Witness as to Surety

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

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Approved as to Form:

City of New Braunfels
550 Landa St.
New Braunfels, Texas 78130

By: _____

Title: _____

Date: _____

Bidding Requirements, Contract Forms and Conditions of the Contract
PREVAILING WAGE RAES AND PAYROLL REPORTING
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WAGE RATE DETERMINATION

COUNTY NAME: COMAL

Wages are based on DOL General Decision:

TX TX20200007- HEAVY AND HIGHWAY CONSTRUCTION

- Wages shall be paid in accordance with the Davis Bacon Wage Rates.
- <https://sam.gov/>

PREVAILING WAGES

Proposers must comply with all requirements of the prevailing wage Statute 2258 for non- Federal contracts and Davis-Bacon and Related Acts for federal contracts.

Workers on the Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Highway-Heavy Trades "AS APPLICABLE".

A. Wages shall be paid in accordance with the Davis Bacon Wage Rates.
<https://sam.gov/>

Such wage rates shall be used throughout the contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to Owners rates and classification proposed for use, for approval, prior to performance of the Work.

EMPLOYMENT REQUIREMENTS AND WAGE RATES

This Contract shall be based upon payment by Contractor and his Subcontractors of wage rates not less than the general prevailing rate of per diem wages for Work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The prevailing wage law does not prohibit payment of more than the general prevailing rate of wages.

Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Contractor agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Contractor will indemnify and hold Owners harmless for any failure to so comply and any discrimination for which Contractor may be charged.

Contractor and each Subcontractor shall keep certified payrolls be collected and maintained by the Contractor for itself and all subcontractors and made available to the Owners as may be required upon request or for audit at completion of the job.

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Contractor shall comply with all requirements of the hours of work on public works law of the State of Texas, Texas Revised Civil Statutes, Articles 5165.1 to 5165.3, including the latest amendments thereto.

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"General Decision Number: TX20220007 02/25/2022

Superseded General Decision Number: TX20210007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McLennan and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a) (2)-(60) .

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed

**Bidding Requirements, Contract Forms and Conditions of the Contract
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on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2011-006 08/03/2011

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving and
Structures)\$ 12.56 **

ELECTRICIAN.....\$ 26.35

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 12.94 **
Structures.....\$ 12.87 **

LABORER

Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
勞工, Common.....	\$ 10.50	**
勞工, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade		
Servicer.....	\$ 11.85	**

PAINTER (Structures) \$ 18.34

POWER EQUIPMENT OPERATOR:

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Agricultural Tractor.....	\$ 12.69	**
Asphalt Distributor.....	\$ 15.55	
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement		
Finishing Machine.....	\$ 15.48	
Crane, Hydraulic 80 tons		
or less.....	\$ 18.36	
Crane, Lattice Boom 80		
tons or less.....	\$ 15.87	
Crane, Lattice Boom over		
80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	
Directional Drilling		
Locator.....	\$ 11.67	**
Directional Drilling		
Operator.....	\$ 17.24	
Excavator 50,000 lbs or		
Less.....	\$ 12.88	**
Excavator over 50,000 lbs....	\$ 17.71	
Foundation Drill, Truck		
Mounted.....	\$ 16.93	
Front End Loader, 3 CY or		
Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.	\$ 13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	**
Roller, Asphalt.....	\$ 12.78	**
Roller, Other.....	\$ 10.50	**
Scraper.....	\$ 12.27	**
Spreader Box.....	\$ 14.04	**
Trenching Machine, Heavy....	\$ 18.48	
 Servicer.....	\$ 14.51	**
 Steel Worker		
Reinforcing.....	\$ 14.00	**
Structural.....	\$ 19.29	
 TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Traffic Signal/Light Pole		
Worker.....	\$ 16.00	

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TRUCK DRIVER

Lowboy-Float.....	\$ 15.66
Off Road Hauler.....	\$ 11.88 **
Single Axle.....	\$ 11.79 **
Single or Tandem Axle Dump	
Truck.....	\$ 11.68 **
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.81 **
WELDER.....	\$ 15.97

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

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Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

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VENDOR CERTIFICATIONS

The Proposer is required to submit the following information to Owners for consideration:

Provide responses that are clear and comprehensive.

Company name: _____

Permanent main office address: _____
Street _____ City, ST _____ ZIP _____

Tax ID No.: _____

2. Provide a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

3. Form of Ownership: Proprietorship Partnership Corporation Other (specify) _____

DEBARMENT/SUSPENSION INFORMATION:

1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? Yes No

If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

SURETY INFORMATION

1. Has the Respondent ever had a bond or surety canceled or forfeited? Yes No

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. (Provide in this format.)

BANKRUPTCY INFORMATION

1. Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes No

If yes, state in an attachment, the date, court, jurisdiction, cause number amount of liabilities and

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amount of assets.

2. Provide a list of officers of the firm who, while in the employ of the firm or the employee of previous firms, were associated with contracts which result in lawsuits, contracts defaulted or filed for bankruptcy. (Please attach if applicable.)

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.

1. Has your company ever failed to complete, defaulted, or been terminated on a project?

Yes No

If yes, attach the project name and location, Owners and architect names, and explanation of the occurrence.

2. Does your company have any involvement in prior, pending or threatened claims or litigation alleging?

- A) Non-compliance by your company with any obligations under any current contract or previous contract within the last five years, including completion, remaining on schedule and cooperation with the Owners; or Yes No
- B) Any error or omission by your company in performing services under any current contract or previous contract within the last five years; and/or Yes No
- C) Non-payment to Sub-Contractors and material suppliers? Yes No
- D) Have your or any member of your Firm or Team paid liquidated damages in the last three (3) years? Yes No

If you answered yes to any of the above questions, provide in an attachment the project name and location, Owners and architect names, and explanation of the nature, status and/or outcome of such claim or litigation.

3. Has your company or any of your Sub-Contractors' companies ever failed to take corrective action on items of work under warranty during the warranty period? Yes No

4. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

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EXPERIENCE & QUALIFICATIONS:

Prospective Respondents must show and document that they are responsible, qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed, and prospective respondents must have the capability and capacity in all respects to fully satisfy all of the contractual requirements described in this solicitation. Prospective bidders must not have been terminated by the City of New Braunfels on any prior boy

1. How many years has your current organization been doing business as a construction general contractor? _____ years

If less than five (5) years, please explain in an attachment your organization's construction general contractor history.

- iii. Your company certifies that the Superintendent/Manager you propose for this Project has sufficient knowledge, skills and experience in similar Project work: Yes No
3. Your company certifies that it is able to meet the insurance requirements and provide Certificates of Insurance as specified in the General and Supplemental Conditions of this Contract. Yes No
4. Your company certifies that it is not in arrears in the payment of any obligations to the City of New Braunfels, including, without limitation, property or sales taxes, fees or utility charges. Yes No

If no to any of the above, attach an explanation.

5. Proposals shall be considered from responsible respondents with experience as a general contractor with specific experience in general road construction, underground utilities and reconstruction/rehab of existing roads, TxDOT prestressed concrete I-girders, bents, abutments, prestressed concrete panels and beam bridge and approaches of the same or similar type, size, nature and class as the project being proposed. The Respondent's experience, in combination with its subcontractor's experience, should include relevant projects within the last five (5) years.

- 5.1 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, Owners, phone number, architects, contract amount, percent complete, scheduled completion date, and type of work performed by your work forces. Include names and phone numbers of contact persons for each project.

5.1.1 State total worth of work in progress and under contract: _____

- 5.2 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, Owners, architect, contract amount, date of completion, the type of work performed by your work forces, and percentage of the cost of the work performed with your own forces. Include names and phone numbers of contact persons for each project.

5.2.1 State average annual amount of construction work performed during the past five years:

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- 5.3 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.
- 5.4 Proposer shall provide the name of each subcontractor and/or supplier the Proposer will use in the performance of the contract. The proposer shall specify the work to be performed, the amount of the subcontract and the percentage of the contract the proposer will expend throughout the life of the project.

(Please note that any changes in the subcontractor and/or supplier listed below shall require additional approval prior to contract execution.)
6. Provide a list of primary sub-Contractors and Suppliers for the Work.

PROJECT SCHEDULE

Provide an estimated project schedule based on the construction specifications. Include this information as a Gantt Chart in Tab 6.

FINANCIAL

1. Please indicate the current limit of your Bonding Capacity: _____
2. How much work is your firm currently contracted to provide? (Provide current total amount of work in dollars from ALL sources.) _____
3. List bank references, including name and title, address and phone of contact person.

4. Will you provide a detailed financial statement and furnish any other pertinent information that may be required by the City. Yes No
If no, explain: _____

CERTIFICATIONS:

1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. Yes No
 - A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the solicitation process or in the Contract execution;

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- B. "fraudulent practice" means an intentional misrepresentation of facts made
 - 1. to influence the solicitation process or the execution of the Contract to the detriment of Owners,
 - 2. to establish Cost Estimate or Contract prices at artificial non-competitive levels, or
 - 3. to deprive Owners of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Respondents, with or without the knowledge of Owners, a purpose of which is to establish Cost Estimates at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the solicitation process or affect the execution of the Contract.

2. NON-COLLUSION CERTIFICATION:

A. Non-Collusion Certification: Do you certify that all of the following are true and correct concerning your company's cost estimate? Yes No

- 1. That you are fully informed of the contents of the solicitation and the circumstances of its preparation;
- 2. That your cost estimate is genuine and is not a collusive or sham cost estimate;
- 3. That neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other respondent, firm or person to submit a collusive or sham cost estimate, or to refrain from responding, or sought by communication or conference with any other respondent, firm or person to fix the prices, overhead, profit, or any cost element in your cost estimate or in any other cost estimate, or to secure through
- 4. any collusion, conspiracy, or agreement any advantage against the City of New Braunfels or any other respondent; and
- 5. The prices quoted in your cost estimate are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

3. Contracts with Companies that Boycott Energy Companies

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

Yes

No

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or

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management of debt obligations or the deposit, custody, management, borrowing, or investment of funds

4. Contracts with Companies that Discriminate Against Firearm Industry
Contractor verifies that (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm Trade association or (2) the verification required by Section 2274 002 of the Texas Government Code does not apply to the contract.

Yes
 No

If Contractor is a company with 10 or more full time employees and if this Agreement has a value of at least \$100 000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274 it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

5. CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:

A. Contractor verifies that it: (1) does not boycott Israel currently; and (2) will not boycott Israel during the term of the contract:

Yes
 No

B. Pursuant to Sections 2271 of the Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

C. Pursuant to subtitle F, Chapter 2252, Texas Government Code, contractor verifies that it will not engage in business with Iran, Sudan or a foreign terrorist organization while providing products or services under a governmental contract.

Yes
 No

SEE NEXT PAGE FOR ACKNOWLEDGEMENT

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ACKNOWLEDGEMENT

THE STATE
OF TEXAS
COUNTY OF
COMAL

I certify that I have read all of the specifications and general RFQ requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation, and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.

Company's Name

Signature, Authorized Representative of Respondent

Title

Bidding Requirements, Contract Forms and Conditions of the Contract
SUPPLEMENTAL CONDITIONS
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SUPPLEMENTAL CONDITIONS

These Supplemental Conditions are in addition to the requirements of the General Conditions of the Contract and are a part of the Contract Documents.

ARTICLE 07.03.01

Section 15 – Item 1.04 – CONSTRUCTION SCHEDULE

Replace 1.04 C (7) as follows:

8. A Billing Schedule (tabulation of the estimated monthly billings) for the Work shall be prepared and submitted by the Contractor with the submission of the bid and with every monthly pay application. The total for each month and a cumulative total will be indicated. These monthly forecasts are only for planning purposes of the Owners. Monthly payments for actual work completed will be made by the Owners in accordance with Article 11 of the General Conditions.

END OF SECTION

Bidding Requirements, Contract Forms and Conditions of the Contract
SPECIAL PROVISIONS
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SPECIAL SPECIFICATIONS AND PROVISIONS

These Special Specifications and Provisions are changes to or in addition to the requirements of the Project Manual Section 7-29 and are a part of the Contract Documents.

Special Specifications:

- 2005 Filter Fabric
- 5001 Geogrid Base Reinforcement
- 5009 Stone Masonry
- 5071 Wood Fence
- 6001 Portable Changeable Message Sign
- 6002 Video Imaging Vehicle Detection System
- 6210 PVC Moisture Barrier

Special Provisions:

Special Provision to Item 672 Raised Pavement Markers

SP -1 Project Management Software: All project documents will be maintained on the City provided project management software, "Procore." Contractor will be responsible for uploading, maintaining, and viewing all project related documentation within the software.

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672-002

Special Provision to Item 672
Raised Pavement Markings



For this project, Item 672, "Raised Pavement Markings," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 672.2.1, "Materials," is supplemented by the following:

- **Type II-B-B.** The 2 retro-reflective faces (approach and trailing) must retro-reflect blue light. The body, other than the retro-reflective faces, must be blue.

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672-002

RPMs INSTALLATION RECORD

The 30-day performance period begins the day after written acceptance for each separate location. The date of written acceptance will be the last calendar day of each month for the RPMs installed that month for the completed separate project locations.

Contractor signature _____

Department signature _____ Date _____

2

07-18
OTU

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DEPARTMENTAL MATERIALS SPECIFICATION

FILTER FABRIC

DMS - 6200
FILTER FABRIC

EFFECTIVE DATE: MAY 2010

6200.1. Description. This Specification governs the sampling, testing, and material requirements of filter fabrics.

6200.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

6200.3. Definitions.

- A. Filter Fabric**—a special fabric usually used in drainage applications to allow water flow without clogging or binding by soil particles.
 - 1. Type 1**—Type 1 is a standard weight fabric for retaining walls and soil separation.
 - 2. Type 2**—Type 2 is a high strength fabric for rock riprap or other severe use.

6200.4. Material Producer List. The Materials and Pavements Section of the Construction Division (CST/M&P) maintains a material producer list (MPL) of products conforming to this Specification. Materials on the MPL, entitled "[Silt Fence, Filter Fabric, and Fabric Underseal](#)," require no further testing unless deemed necessary by the Project Engineer or CST/M&P. Refer to DMS-6320 for further details on qualifying for the Quality Monitoring Program and obtaining a place on the MPL.

6200.5. Sampling and Testing. Sample in accordance with Tex-735-I. Perform testing in accordance with the test methods listed in Table 1.

6200.6. Material Requirements.

- A. General Requirements.** Both types of filter fabric have the following qualities:
 - The fabric consists exclusively of manmade thermoplastic fibers, is a non-woven geotextile fabric, and forms a mat of uniform quality.
 - Fabric fibers are continuous and random throughout the fabric.
 - The fabric is mildew resistant and rot-proof, and it is satisfactory for use in a wet soil and aggregate environment.
- B. Physical Requirements.** The fabric must conform to the requirements listed in Table 1 when tested in accordance with the test methods specified.

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DEPARTMENTAL MATERIALS SPECIFICATION

FILTER FABRIC

Table 1
Filter Fabric Requirements

Physical Properties	Test Method	Type 1	Type 2
Fabric Weight, on an ambient temperature air-dried, tension-free sample.	Tex-616-J	136.0 g/m ² (4 oz/yd ²), minimum	203.0 g/m ² (6 oz/yd ²), minimum
Permittivity 1/sec.	ASTM D 4491	1.0, min	0.5, min
Tensile Strength, N	ASTM D 4632	445 N (100 lbs.) minimum	890 N (200 lbs.) minimum
Apparent Opening Size	ASTM D 4751	70-100	80-120
Elongation at yield, %	ASTM D 4632	20-100	20-100
Trapezoidal Tear, N	ASTM D 4533	156 N (35 lbs.) minimum	334 N (75 lbs.) minimum

6200.7. Packaging. Provide fabric in the length and width specified on the plans, specified in the purchase order awarded by the State or as approved.

Wind fabric onto suitable cylindrical forms or cores to aid in handling and unrolling.

Package fabric individually in a suitable container to protect the geotextile from damage due to ultraviolet light and moisture during normal storage and handling.

6200.8. Identification. Identify each roll with a tag or label affixed to the outside of the roll on one end. List the following information on the tag or label:

- Unique roll number, serially designated;
- Lot number or control numbers, if any;
- Name of fabric producer;
- Style or catalog designation of the fabric, if any;
- Roll width in meters (inches); and
- Roll length in meters (yards).

6200.9. Archived Versions. Archived versions are available.

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DEPARTMENTAL MATERIALS SPECIFICATION

VERTICAL MOISTURE BARRIER

DMS - 6210
VERTICAL MOISTURE BARRIER

EFFECTIVE DATE: MARCH 2002

6210.1. Description. This Specification governs the materials, composition, quality, sampling, and testing of vertical moisture barrier. Vertical moisture barrier consists of geomembrane in the form of sheeting, geotextile in the form of coated fabric, or fabric-sheeting laminate.

- Sheeting is of single-layered construction, without seams.
- Geotextiles in the form of coated fabric are made of either woven or non-woven thermoplastic fibers. Such fabrics are furnished precoated on one or both sides or impregnated to make the fabric impermeable to water or moisture.
- Fabric-sheeting laminate consists of fabric fused or heat-sealed to sheeting to form an integral geomembrane.

6210.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

6210.3. Sampling and Testing Requirements. Sample in accordance with Tex-735-I. Perform testing in accordance with the methods listed in Table 1.

6210.4. Material Requirements.

A. General Requirements. Vertical moisture barrier conforms to the following requirements:

- The moisture barrier is constructed exclusively of man made materials.
- Moisture barrier is able to withstand normal handling and placement at material temperatures from -7– 63°C (20–145°F) without endangering the serviceability of the material in the intended application.
- Any moisture barrier showing delamination is grounds for rejection.
- Moisture barrier is mildew, abrasion, and puncture resistant. It is also suitable for long-term burial in the presence of water and/or moisture in the intended construction application.

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DEPARTMENTAL MATERIALS SPECIFICATION

VERTICAL MOISTURE BARRIER

B. Physical Requirements. Vertical moisture barrier must meet the requirements listed in Table 1 when sampled and tested in accordance with the methods specified.

Table 1
Moisture Barrier Requirements

Original Physical Properties:	Test Method	Requirement
Fabric Weight, kg/m ² (oz./yd. ²)	Tex-616-J	0.22 (6.5) Min
Water permeability, kg/m ² (oz./yd. ²) of vertical moisture barrier.	Tex-616-J	0.02 (0.6) Max
Abrasion Resistance, kg/m ² (oz./yd. ²) of vertical moisture barrier.	Tex-616-J	0.02 (0.6) Max
Tensile Strength, Newton (lb.)	ASTM D 5034	667 (150) Min
Apparent elongation at break or rupture, %	ASTM D 5034	20% Min
Tear strength, Newton (lb.)	ASTM D 751	67 (15) Min

6210.5. Packaging Requirements. Package the moisture barrier in rolls of the length and width specified on the plans, as directed by the Engineer, or in the purchase order awarded by the State.

Furnish material as one piece per roll.

Individual pieces of moisture barrier on a given roll joined together by splicing, lapping, bonding, stapling, etc. are not acceptable.

Uniformly wind the moisture barrier onto suitable cylindrical forms or cores to aid in handling and unrolling.

Package each roll of fabric in a suitable container to protect the fabric from damage due to ultraviolet light and moisture during normal storage and handling.

6210.6. Tagging and Labeling. Identify each roll with a tag or label securely affixed to the outside of the roll on one end. Include the following on the tag or label:

- unique roll number, serially designated;
- producer's lot number or control numbers, if any;
- producer name;
- product brand name;
- producer's style or catalog designation of the fabric, if any;
- roll width in meters (inches); and
- roll length in meters (yards).

6210.7. Basis for Rejection. Should any individual sample selected at random from 100 rolls, or fraction thereof, fail to meet any specification requirement, then that roll will be rejected. Two additional samples will be taken, one from each of two other rolls selected at random from the same 100-roll lot, or fraction thereof.

If either of these two additional samples fails to comply with any portion of the Specification, then the entire quantity of rolls represented by that sample will be rejected.

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DEPARTMENTAL MATERIALS SPECIFICATION

VERTICAL MOISTURE BARRIER

6210.8. Archived Versions. Archived versions are available.

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2005

Special Specification 2005

Filter Fabric



1. DESCRIPTION

Furnish and place filter fabric (geotextiles) consisting of a single layer of approved fabric, in accordance with the details shown on the plans and this specification. This item is intended to be placed on top of a subgrade in order to separate the fine-graded or clayey subgrade from a much coarser base material.

2. MATERIALS

Provide fabric meeting the requirements of Departmental Material Specification DMS-6200, "Filter Fabric," of the type shown on the plans.

3. CONSTRUCTION

Prepare the existing subgrade and embankment as indicated on the plans or as directed. Set string lines for alignment if directed. Install geotextiles in accordance with the lines and grades as shown on the plans. Any defects, rips, holes, flaws, or damage to the material may be cause for rejection. Roll the geotextile onto the prepared existing subgrade and pull taut to remove wrinkles. Place geotextile in one sheet to the greatest extent possible or as directed by the Engineer. Overlap geotextile panels on all exposed edges 8 ± 2 in. Place a minimum of 200 sq. ft. of geotextile at locations requiring odd shapes. Cut the geotextile to fit around utility castings and when contouring for other penetrations and gradual curvatures. Keep the fabric material free from tension, stress, folds, wrinkles, or creases.

Free edge of the geotextile should extend 4 in. or more beyond the base course and into a location that facilitates drainage. Secure edges by staking or pinning at 6-ft. intervals if the geotextile edges are displaced because of natural or induced wind forces. Use geotextile manufacturer's recommendation for securing edges. Exposure of geotextiles to the elements between laydown and cover shall be kept to a minimum. In any case, exposure shall not exceed 15 days.

Store the geotextiles in accordance with manufacturer's recommendations. Do not remove it from its protective wrapping until ready for use.

Do not allow traffic to be in direct contact with the geotextiles except for the equipment used to place, spread, and grade the new embankment material. Turn equipment gradually and keep turning movements to a minimum to avoid damage to geotextiles.

Repair any wind damage, traffic damage, or damage caused by any type precipitation at no additional cost to the Department.

The Engineer may suspend work if attempts at securing the geotextile are unsuccessful. Remove and replace damaged or excessively deformed areas. For punctured, torn, or damaged geotextile, provide a minimum area of 200 sq. ft. of replacement material.

Lap repair areas a minimum of 18 in. in all directions. Repair excessively deformed materials underlying the geotextile as directed.

For construction procedures not addressed, install geotextile using the manufacturer's recommended installation procedures or as directed.

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2005

4. MEASUREMENT

This Item will be measured by the square yard based on the calculated quantity shown on the plans with no allowance made for overlapping at joints or for material overlaps resulting from material repair operations.

This is a plans quantity measurement Item. The quantity to be paid for is shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. 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 "Filter Fabric" of the type specified. This price is full compensation for furnishing, preparing, hauling, and placing materials including labor, materials, freight, tools, equipment, and incidentals.

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10001

Special Specification 5001

Geogrid Base Reinforcement



1. DESCRIPTION

Furnish and place geogrid base reinforcement in accordance with the lines and grades shown on the plans or as directed.

2. MATERIALS

Provide geogrid base reinforcement, of the type shown on the plans, meeting the requirements of DMS-6240 "Geogrid for Base/Embankment Reinforcement." Use roll widths and lengths shown on the plans or as approved.

3. CONSTRUCTION

Prepare the subgrade as indicated on the plans or as directed. Set string lines for alignment if directed. Install geogrid in accordance with the lines and grades as shown on the plans. Place base material in lift thicknesses and compact as shown on the plans or as directed. Do not operate tracked construction equipment on the geogrid until a minimum fill cover of 6 in. is achieved. Rubber tire construction equipment may operate directly on the geogrid at speeds of less than 5 mph if the underlying material will support the loads. Where excessive substructure deformation is apparent, correct grid placement operations as recommended by the manufacturer or as directed.

- 3.1. **Geogrid Placement.** Orient the geogrid length as unrolled parallel to the direction of roadway. Overlap geogrid sections as shown on the plans or as directed. Use plastic ties at overlap joints or as directed. Placement of geogrid around corners may require cutting and diagonal lapping. Pin geogrid at the beginning of the backfill section as directed. Keep geogrid taut at the beginning of the backfilling section but not restrained from stretching or flattening.
- 3.1.1. **Longitudinal Joints.** Overlap longitudinal joints by a minimum of 1 ft. Space longitudinal ties 10 ft. to 20 ft. or as directed.
- 3.1.2. **Transverse Joints.** Overlap transverse joints by a minimum of 1 ft. Space transverse ties 4 ft. to 5 ft. or as directed.
- 3.2. **Damage Repair.** As directed, remove and replace contractor damaged or excessively deformed areas without additional compensation. Lap repair areas a minimum of 3 ft in all directions. Tie each side of repair grid in at least 3 locations but do not exceed normal construction spacing; tie spacing for odd shapes will be as directed. Repair excessively deformed materials underlying the grid as directed.

4. MEASUREMENT

Geogrid base reinforcement will be measured by the square yard of roadway placement as shown in the plans with no allowance for overlapping at transverse and longitudinal joints.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" are paid for at the unit bid price for "Geogrid Base Reinforcement" of the type specified. This

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5001

price is full compensation for furnishing, preparing, hauling and placing materials including labor, materials, freight, tools, equipment and incidentals.

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5009

Special Specification 5009

Stone Masonry

1. DESCRIPTION

1.1. This Item will govern for the construction and repair work of stone masonry wall composed of approved stone and lime-cement mortar on a concrete footing.

2. MATERIALS

Unless otherwise shown on the plans, the Contractor will supply materials, or reuse material in good condition for repair work.

2.1. **Rubble Stone and Roughly Squared Stone.** The stone will be sound, durable limestone, free from structural defects, uniform in color and texture, and will be clean of earth, clay, oil or other foreign substances. Stones will be of the type and thickness shown on the plans or match the type and thickness for repair work.

2.2. **Concrete.** Concrete will be Class A, in accordance with Item 421, "Hydraulic Cement Concrete."

2.3. **Cement.** Cement will be Type II or Type III hydraulic cement and will conform to the pertinent requirements of DMS-4600, "Hydraulic Cement."

2.4. **Sand.** Sand will be free of deleterious or organic matter and will conform to the grading requirements for Grade 1 Fine Aggregate, Section 421.2.6.2.

2.5. **Lime.** Hydrated lime will conform to A.S.T.M. C-207, Type S.

2.6. **Water.** Mixing water will conform to the requirements of Item 421 "Hydraulic Cement Concrete," Section 421.2.5.

2.7. **Excavation and Backfill for Structures.** Excavation and backfill will comply with Item 400, "Excavation and Backfill for Structures."

2.8. **Reinforcing Steel.** Reinforcing steel will comply with Item 440, "Reinforcement for Concrete."

3. CONSTRUCTION METHODS

3.1. **General.** The Contractor will submit samples of the stone which show the complete color range to the Engineer for approval.

Record existing wall and column geometry prior to demolition, provide documentation to the Engineer.

The Contractor will be responsible for verifying all dimensions incidental to this work and will promptly report any discrepancies to the Engineer.

The stone masonry will be constructed in accordance with these specifications, in conformity with the form and dimensions of the existing wall and columns.

3.2. **Mortar.** Mortar will be mixed in the proportions by volume of 1 part Portland cement, 1 part hydrated lime, and 4 parts of sand; or, 1 part of Type II masonry cement and 3 parts of sand.

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3.2.1. Water content in the mortar mix will be the amount required to obtain a workable plastic mortar. Mixture will be mixed for a minimum period of 3 minutes in a drum type batch mixer and used within 1 hr. after mixing. Mortar not used within that time will be discarded (re-tempering will not be permitted). The mortar boxes will be cleaned at the end of each day's work.

3.3. **Footing.** A reinforced concrete footing should be constructed to the dimensions shown on the plans. The footing will be given a wood float finish and will be in place a minimum of 24 hr. before any masonry is placed on it. No curing or strength testing of the footing will be required.

3.4. **Workmanship.** Stone masonry must be set by competent, experienced masons. Each stone will be cleaned, sponged, and drenched with clean water just before setting. Each stone will be set in a full bed of plastic mortar.

3.4.1. Face joints of Random Rubble Stone may vary from 1/2 in. to 2 in. in thickness. Face joints of Roughly Squared Stone may vary from 1/4 in. to 1/2 in. in thickness. Joints will be uniform and raked out 3/4 in. deep for face pointing. Where necessary to prevent crushing mortar, small lead pads the thickness of the joint and set 1 in. back of the face will be used. Wood wedges will not be allowed. Joints not pointed at the time the stone is laid will be thoroughly wet with clean water and filled with mortar. The mortar will be well driven into the joints and finished with an approved pointing tool. The wall will be kept wet while the pointing is being done.

3.4.2. After the pointing is completed and the mortar set, all showing surfaces will be cleaned of loose mortar and cement stains. Just prior to the completion of the contract, the showing surfaces will again be cleaned in a manner satisfactory to the Engineer.

4. MEASUREMENT

4.1. **Wall.** This Item will be measured by the sq. ft. of surface area or by the cu. yd., complete in place. Only accepted work will be included, and the dimensions used for measurement will be those shown on the plans or ordered in writing by the Engineer.

4.2. **Column.** This Item will be measured by each, complete in place. Only accepted work will be included, and the dimensions used for measurement will be those shown on the plans or ordered in writing by the Engineer.

5. PAYMENT

5.1. **Wall.** The work performed and materials furnished, when required, in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Stone Masonry (Rock Wall)." This price will be full compensation for furnishing and hauling all materials; for all freight involved; for preparing and placing all materials, including concrete and reinforcement for footing and stone masonry wall; and for all labor, tools, equipment, anchoring appurtenances, and incidentals necessary to complete the work.

5.2. **Column.** The work performed and materials furnished, when required, in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Stone Masonry Columns." This price will be full compensation for furnishing and hauling all materials; for all freight involved; for preparing and placing all materials, including concrete and reinforcement for footing and stone masonry column; and for all labor, tools, equipment, anchoring appurtenances, and incidentals necessary to complete the work.

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5071

Special Specification 5071

Wood Fence

1. DESCRIPTION

Furnish, install, or remove wood fence supported by posts at locations shown on the plans or as designated by the Engineer.

2. MATERIALS

All new posts, rails, and pickets shall be of the same type of material and configuration as the existing adjacent fence being connected to. Use all new materials for installed fence and do not reuse any of the existing fence unless approved by the Engineer.

3. CONSTRUCTION

Provide a permanent wood fence that is equal to or better than the existing wood fence.

3.1. **Remove.** Remove existing fence as shown in the plans to the nearest post beyond the removal limit specified in the plans. Remove post foundations and backfill holes with suitable material. Dispose of unsalvageable material in accordance with applicable laws.

3.2. **Install.** Provide a wood fence in the proposed locations that is equal to the design, quality, wood species and appearance of the existing adjacent wood fence.

Fence posts shall be spaced at intervals equal or closer than the existing fence. Posts shall be set in a vertical position. All posts shall be placed to the minimum depth below ground as directed by the Engineer. Posts shall be set plumb and firm to the line and grade shown on the plans.

3.3. **Concrete Footings.** Provide concrete footings as directed by the Engineer at no additional cost to the Department. Center posts in their footings. Place concrete and compact by tamping or other approved methods.

Use forms for footings where the ground cannot be satisfactorily excavated to neat lines. Crown the concrete or grout (for solid rock) to disperse water from the post. Keep the forms in place for at least 24 hours. Backfill the footing with moistened material as soon as each form is removed.

Spread all excess excavation and loose material used for curing neatly and uniformly. Remove excess concrete and other construction debris from the site.

3.4. **Stain.** Stain fence as needed to match the existing adjacent fence.

4. MEASUREMENTS

This Item will be measured by the foot of removed wood fence or installed wood fence, measured along the face of the bottom rail of the fence from center to center of the end posts in the final position.

5. 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 "Wood Fence (Remove)" or "Wood Fence (Install)."

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5071

This price shall be full compensation for removing of the existing fence, furnishing and installing all fence materials as needed, digging post holes, including excavation, backfilling, clearing and grading, connecting to existing fence, disposal of surplus material, placing concrete for posts; for all preparation, hauling and installing of same, and for all labor, tools, equipment and incidentals.

- 5.1 **Wood Fence (Remove).** This price is full compensation for removing all fencing to the nearest post beyond the removal limit specified in the plans; cleaning, grading, and backfilling; removing and disposing of surplus material; and equipment, labor, tools and incidentals.
- 5.2 **Wood Fence (Install).** This price is full compensation for furnishing and installing fencing; cleaning, grading, and backfilling; staining; removing and disposing of surplus material; and equipment, labor, tools, and incidentals.

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Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

- 2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.
- 2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 x 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

- 2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.
- 2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.
- 2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

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6001

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. 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 "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

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6002

Special Specification 6002

Video Imaging Vehicle Detection System



1. DESCRIPTION

Install a Video Imaging Vehicle Detection System (VIVDS) that monitors vehicles on a roadway via processing of video images and provides detector outputs to a traffic controller or similar device.

A VIVDS configuration for a single intersection will consist of variable focal length cameras, VIVDS card rack processor system, and all associated equipment required to setup and operate in a field environment, including a video monitor and laptop (if required), connectors, and camera mounting hardware.

The system is composed of these principal items: the cameras, the field communications link between the camera and the VIVDS processor unit, and the VIVDS processor unit along with a PC, video monitor, or associated equipment required to setup the VIVDS and central control software to communicate to the VIVDS processor.

The VIVDS Card Rack Processor must be either NEMA TS 2 TYPE 1 or TYPE 2. TYPE 2 must have RS 485 SDLC.

2. DEFINITIONS

- 2.1. **VIVDS Processor Unit.** The electronic unit that converts the video image provided by the cameras, generates vehicle detections for defined zones, and collects vehicular data as specified.
- 2.2. **VIVDS Processor System.** One or more VIVDS processor modular units required to handle the number of camera inputs.
- 2.3. **Central Control.** A remotely located control center, which communicates with the VIVDS. The VIVDS operator at the central control has the ability to monitor the operation and modify detector placement and configuration parameters. The equipment that constitutes central control is comprised of a workstation microcomputer along with the associated peripherals as described in this Special Specification.
- 2.4. **Field Setup Computer.** A portable microcomputer used to set up and monitor the operation of the VIVDS processor unit. If required to interface with the VIVDS processor unit, the field setup computer with the associated peripherals described in this Special Specification and a video monitor, also described in this Special Specification, must be supplied as part of the VIVDS.
- 2.5. **Field Communications Link.** The communications connection between the camera and the VIVDS processor unit. The primary communications link media may be coaxial cable or fiber optic cable.
- 2.6. **Remote Communications Link.** The communications connection between the VIVDS processor unit and the central control.
- 2.7. **Camera Assembly.** The complete camera or optical device assembly used to collect the visual image. The camera assembly consists of a charged coupled device (CCD) camera, environmental enclosure, sun shield, temperature control mechanism, and all necessary mounting hardware.
- 2.8. **Occlusion.** The phenomenon when a vehicle passes through the detection zone but the view from the sensor is obstructed by another vehicle. This type of occlusion results in the vehicle not being detected by the sensor or when a vehicle in one lane passes through the detection zone of an adjacent lane. This type of occlusion can result in the same vehicle being counted in more than one lane.

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- 2.9. **Detection Zone.** The detection zone is a line or area selected through the VIVDS processor unit that when occupied by a vehicle, sends a vehicle detection to the traffic controller or freeway management system.
- 2.10. **Detection Accuracy.** The measure of the basic operation of a detection system (shows detection when a vehicle is in the detection zone and shows no detection when there is not a vehicle in the detection zone).
- 2.11. **Live Video.** Video being viewed or processed at 30 frames per second.
- 2.12. **Lux.** The measure of light intensity at which a camera may operate. A unit of illumination equal to one lumen per square meter or to the illumination of a surface uniformly one meter distant from a point source of one candle.
- 2.13. **Video Monitor.** As a minimum must be a 9-in. black and white monitor with BNC connectors for video in and out.

3. FUNCTIONAL CAPABILITIES

The system software must be able to detect either approaching or departing vehicles in multiple traffic lanes. A minimum of 4 detector outputs per video processor module card and each card must have a minimum of 24 detection zones. Each zone and output must be user definable through interactive graphics by placing lines or boxes in an image on a video or VGA monitor. The user must be able to redefine previously defined detection zones.

The VIVDS must provide real time vehicle detection (within 112 milliseconds (ms) of vehicle arrival).

The VIVDS processor unit must be capable of simultaneously processing information from various video sources, including CCTV video image sensors and video tape players. The video sources may be, but are not required to be, synchronized or line-locked. The video must be processed at a rate of 30 times per second by the VIVDS processor unit.

The system must be able to detect the presence of vehicles in a minimum of 12 detection zones within the combined field of view of all cameras (a minimum of 12 detection zones per camera input to the VIVDS processor unit).

Provide detection zones that are sensitive to the direction of vehicle travel. The direction to be detected by each detection zone must be user programmable.

The VIVDS processor unit must compensate for minor camera movement (up to 2% of the field of view at 400 ft.) without falsely detecting vehicles. The camera movement must be measured on the unprocessed video input to the VIVDS processor unit.

The camera must operate while directly connected to VIVDS Processor Unit.

Once the detector configuration has been downloaded or saved into the VIVDS processor unit, the video detection system must operate with the monitoring equipment (monitor or laptop) disconnected or online.

When the monitoring equipment is directly connected to the VIVDS processor unit, it must be possible to view vehicle detections in real time as they occur on the field setup computer's color VGA display or the video monitor.

4. VEHICLE DETECTION

- 4.1. **Detection Zone Placement.** The video detection system must provide flexible detection zone placement anywhere within the combined field of view of the image sensors. Preferred presence detector configurations must be lines or boxes placed across lanes of traffic or lines placed in line with lanes of traffic. A single detector must be able to replace one or more conventional detector loops. Detection zones must be able to

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be fully overlapped. In addition, detection zones must have the capability of implementing "AND" and "OR" logical functions including presence, extension and delay timing. These logical functions may be excluded if provisions are made to bring each detector separately into the controller and the controller can provide these functions.

4.2. **Detection Zone Programming.** Placement of detection zones must be by means of a graphical interface using the video image of the roadway. The monitor must show images of the detection zones superimposed on the video image of traffic while the VIVDS processor is running.

The detection zones must be created by using the mouse or keypad to draw detection zones on the monitor. The detection zones must be capable of being sized, shaped and overlapped to provide optimal road coverage and detection. It must be possible to upload detector configurations to the VIVDS processor unit and to retrieve the detector configuration that is currently running in the VIVDS processor unit.

The mouse or keypad must be used to edit previously defined detector configurations so as to fine tune the detection zone placement size and shape. Once a detection configuration has been created, the system must provide a graphic display of the new configuration on its monitor. While this fine-tuning is being done, the detection must continue to operate from the detector configuration that is currently called.

When a vehicle occupies a detection zone, the detection zone on the live video must indicate the presence of a vehicle, thereby verifying proper operation of the detection system. With the absence of video, the card must have an LED that will indicate proper operation of the detection zones.

Provide detection zones that are sensitive to the direction of vehicle travel. The direction to be detected by each detection zone must be user programmable. The vehicle detection zone should not activate if a vehicle traveling any direction other than the one specified for detection occupies the detection zone. Cross-street and wrong way traffic should not cause a detection.

4.3. **Design Field of View.** The video detection system must reliably detect vehicle presence in the design field of view. The design field of view must be defined as the sensor view when the image sensor is mounted 24 ft. or higher above the roadway, when the camera is adjacent (within 15 ft.) to the edge of the nearest vehicle travel lane, and when the length of the detection area is not greater than 10 times the mounting height of the image sensor. Within this design field of view, the VIVDS processor unit must be capable of setting up a single detection zone for point detection (equivalent to the operation of a 6 ft. x 6 ft. inductive loop). A single camera, placed at the proper mounting height with the proper lens, must be able to monitor up to and including 5 traffic lanes simultaneously.

4.4. **Detection Performance.** Detection accuracy of the video detection system must be comparable to properly operating inductive loops. Detection accuracy must include the presence of any vehicle in the defined detection zone regardless of the lane, which the vehicle is occupying. Occlusion produced by vehicles in the same or adjacent lanes must not be considered a failure of the VIVDS processor unit, but a limitation of the camera placement. Detection accuracy (a minimum of 95%) must be enforced for the entire design field of view on a lane by lane and on a time period basis. When specified on the plans, furnish up to 24 continuous hours of recorded video of all installed intersection cameras within the 30 day test period for verification of proper camera placement, field of view, focus, detection zone placement, processor setup and operation. The video from each camera must show vehicle detections for all zones.

4.5. **Equipment Failure.** Either camera or VIVDS processor unit must result in constant vehicle detection on affected detection zones.

5. VIVDS PROCESSOR UNIT

5.1. **Cabinet Mounting.** The VIVDS processor unit must be rack mountable.

5.2. **Environmental Requirements.** The VIVDS processor unit must be designed to operate reliably in the adverse environment found in the typical roadside traffic cabinet. It must meet the environmental

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requirements set forth by the latest NEMA (National Electrical Manufacturers Association) TS1 and TS2 standards as well as the environmental requirements for Type 170, Type 179 and 2070 controllers. Operating temperature must be from -30°F to +165°F at 0% to 95% relative humidity, non-condensing.

5.3. Electrical. The VIVDS must have a modular electrical design.

The VIVDS must operate within a range of 89 to 135 VAC, 60 Hz single phase. Power to the VIVDS must be from the transient protected side of the AC power distribution system in the traffic control cabinet in which the VIVDS is installed.

Serial communications to the field setup computer must be through an RS 232, USB or Ethernet port. This port must be able to download the real time detection information needed to show detector actuations. A connector on the front of the VIVDS processor unit must be used for serial communications.

The unit must be equipped with RS 170 (monochrome) or RS170A (color) composite video inputs video inputs, so that signals from image sensors or other synchronous or asynchronous video sources can be processed in real time. BNC connectors on the front of the VIVDS processor unit or video patch panel must be used for all video inputs.

The unit must be equipped with a single RS 170 composite video output. This output must be capable of corresponding to any one of the video inputs, as selected remotely via the field setup computer or front panel switch. Multiple video outputs requiring external cable connections to create a combined single video output must not be acceptable. A BNC or RCA connector must be used for video output on the front of the processor unit. Any other video formats must be approved by a Department TRF Signal Operation Engineer before use.

Software upgrades or changes must be presented to and approved by the Department's TRF-TM Division before use. Failure to do so will be grounds for termination of contract and probation for responsible parties.

The unit software and the supervisor software must include diagnostic software to allow testing the VIVDS functions. This must include the capability to set and clear individual detector outputs and display the status of inputs to enable setup and troubleshooting in the field.

6. CAMERA ASSEMBLY

6.1. Camera. The video detection system must use medium resolution, monochrome image sensors as the video source for real time vehicle detection. The cameras must be approved for use with the VIVDS processor unit by the supplier of the VIVDS. As a minimum, each camera must provide the following capabilities:

- Images must be produced with a Charge Coupled Device (CCD) sensing element with horizontal resolution of at least 480 lines for black and white or 470 lines for color and vertical resolution of at least 350 lines for black and white or color. Images must be output as a video signal conforming to RS170.
- Useable video and resolvable features in the video image must be produced when those features have luminance levels as low as 0.1 lux for black and white, and as low as 1.0 lux for color, for night use.
- Useable video and resolvable features in the video image must be produced when those features have luminance levels as high as 10,000 lux during the day.
- The camera must include an electronic shutter or auto-iris control based upon average scene luminance and must be equipped with an electronic shutter or auto-iris lens with variable focal length and variable focus that can be adjusted without opening up the camera housing to suit the site geometry. The variable focal length must be adjustable from 6 mm to 34 mm.

6.2. Camera and Lens Assembly. The camera and lens assembly must be housed in an environmental enclosure that provides the following capabilities:

- The enclosure must be waterproof and dust tight to the latest NEMA 4 specifications.

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- The enclosure must allow the camera to operate satisfactorily over an ambient temperature range from -30°F to +140°F while exposed to precipitation as well as direct sunlight.
- The enclosure must allow the camera horizon to be rotated in the field during installation.
- The enclosure must include a provision at the rear of the enclosure for connection of power and video signal cables fabricated at the factory. Input power to the environmental enclosure must be nominally 115 VAC 60 Hz.
- A thermostatically controlled heater must be at the front of the enclosure to prevent the formation of ice and condensation, as well as to assure proper operation of the lens's iris mechanism. The heater must not interfere with the operation of the camera electronics, and it must not cause interference with the video signal.
- The enclosure must be light colored or unfinished and must include a sun shield to minimize solar heating. The front edge of the sunshield must protrude beyond the front edge of the environmental enclosure and must include provision to divert water flow to the sides of the sunshield. The amount of overhang of the sun shield must be adjustable to block the view of the horizon to prevent direct sunlight from entering the lens. Any plastics used in the enclosure must include ultra violet inhibitors.
- The total weight of the image sensor in the environmental enclosure with sunshield must be less than 10 lb.
- When operating in the environmental enclosure with power and video signal cables connected, the image sensor must meet FCC class B requirements for electromagnetic interference emissions.

The video output of the cameras must be isolated from earth ground. All video connections for the cameras to the video interface panel must also be isolated from earth ground.

Use waterproof, quick disconnect connectors to the image sensor for both video and power.

Provide a camera interface panel capable of being mounted to sidewalls of a controller cabinet for protection of the VIVDS processor unit, camera video and power inputs/outputs. The panel must consist of, as a minimum, 4 Edco CX06 coax protectors, an Edco ACP-340 for the cameras and VIVDS processor unit power, a 10 amp breaker, a convenience outlet protected the ACP-340 and a terminal strip with a minimum of sixteen 8-32 binder head screws. The terminal strip must be protected by a piece of 1/8 in. Plexiglas.

When the connection between the image sensor and the VIVDS processor unit is coaxial cable, the coaxial cable used must be a low loss, 75 ohm, precision video cable suited for outdoor installation, such as Belden 8281 or a Department-approved equal.

Camera mounting hardware must allow for vertical or horizontal mounting to the camera enclosure. Pelco AS-0166-4-62 or equivalent is acceptable.

7. FIELD COMMUNICATION LINK

The field communications link must be a one way communications connection from the camera to the equipment cabinet. The primary communications link media may be coaxial cable or fiber optic cable accompanied by a 3 conductor minimum 18 AWG, 24 VDC or 115 VAC camera power cable, or appropriate cable as approved.

The following requirements must govern for the various types of field communications link media described on the plans:

7.1. **Coaxial Cable.** In locations where the plans indicate coaxial cable is required as the primary communications link, this cable must be of the RG 59 type with a nominal impedance of 75 ohms. All cable must have a polyethylene dielectric with copper braid shield having a minimum of 98% shield coverage and not greater than 0.78 dB attenuation per 100 feet at 10 MHz with a minimum 18 AWG external 3 conductor power cable or approved equivalent as directed.

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7.2. **Fiber Optic Cable.** If shown on the plans, furnish fiber optic cable in accordance with the Special Specification for fiber optic cable.

7.3. **Twisted Wire Pairs.** Must be Belden 9556 or equivalent 18 AWG TWP control cable.

All connection cables must be continuous from the equipment cabinet to the camera. No splices of any type will be permitted.

Install lightning and transient surge suppression devices on the processor side of the field communications link to protect the peripheral devices. The suppression devices must be all solid state. Lightning protection is not required for fiber optic communication lines. The devices must present high impedance to, and must not interfere with, the communications lines during normal operation. The suppression devices must not allow the peak voltage on any line to exceed 300% of the normal operating peak voltage at any time. The response time of the devices must not exceed 5 nanoseconds.

8. VIVDS SET-UP SYSTEM

The minimum VIVDS set-up system, as needed for detector setup and viewing of vehicle detections, must consist of a field setup computer and Windows based interface software (if required) or a video monitor with interface software built-in to the VIVDS processor unit. Live video (30 frames per second) must be available on the field setup computer to determine proper operation of detectors. The field set-up computer as a minimum, must have an NTSC video input port or equivalent.

If a field setup computer is required for system set-up, it must be supplied by the supplier of the VIVDS.

The field setup computer must include all necessary cabling and a Windows based program to interface with the VIVDS processor unit. This software must provide an easy to use graphical user interface and support all models/versions of the supplied VIVDS.

Live video with the detection overlaid is required for field verification of the system.

9. TEMPORARY USE AND RETESTING

9.1. **Temporary Use.** When shown on the plans, the VIVDS equipment must be used to provide vehicle detection on a temporary basis. When the permanent vehicle detection system and related equipment are installed and made operational, the VIVDS equipment must be carefully removed and delivered to the location shown on the plans.

9.2. **State Retesting and Acceptance.** Before acceptance, all VIVDS equipment may be retested by the Department, even if the system was operating properly before removal. Repair or replace any equipment damaged during removal or transport and any equipment that does not meet the various test requirements.

10. OPERATION FROM CENTRAL CONTROL

The central control must transmit and receive all information needed for detector setup, monitor the vehicle detection, view the vehicle traffic flow at a rate of 2 frames per second or greater for telephone, or 5 frames per second or greater for ISDN lines (as specified by the plans), and interrogate all required stored data. The remote communications link between the VIVDS processor unit and central control may be dial-up (telephone or ISDN lines) or dedicated twisted wire pair communications cable which may be accompanied with coaxial cable or fiber-optic cable, as shown on the plans. Communications with the central control must not interfere with the on-street detection of the VIVDS processor. Quality of the video at 2 frames per second rate must be such that the view with the traffic flow is clear and in focus.

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11. INSTALLATION AND TRAINING

The supplier of the video detection system must supervise the installation and testing of the video and computer equipment. A factory certified representative from the supplier must be on site during installation.

If the field setup computer is furnished by the Department, such installation and testing must be done at the time that training is conducted.

Provide up to 2 days of training to personnel of the Department in the operation, setup and maintenance of the video detection system. Provide instruction and materials for a maximum of 20 persons and conduct at a location selected by the Department. The Department will be responsible for any travel and room and board expenses for its own personnel.

Instruction personnel are required to be certified by the equipment manufacturer. The User's Guide is not an adequate substitute for practical, classroom training and formal certification by an approved agency.

Formal levels of factory authorized training are required for installers, contractors, and system operators. All training must be certified by the manufacturer.

12. WARRANTY, MAINTENANCE, AND SUPPORT

The video detection system must be warranted to be free of defects in material and workmanship for a period of 5 yr. from date of shipment from the supplier's facility. During the warranty period, the supplier must repair with new or refurbished materials, or replace at no charge, any product containing a warranty defect provided the product is returned FOB to the supplier's factory or authorized repair site. Return product repair or replaced under warranty by the supplier with transportation prepaid. This warranty does not apply to products damaged by accident, improperly operated, abused, serviced by unauthorized personnel or unauthorized modification.

During the warranty period, technical support must be available from the supplier via telephone within 4 hr. of the time a call is made by a user, and this support must be available from factory certified personnel or factory certified installers.

Ongoing software support by the supplier must include updates of the VIVDS processor unit and supervisor software (if a field setup computer is required for set up). Provide these updates free of charge during the warranty period. The update of the VIVDS software to be NTCIP compliant must be included.

The supplier must maintain a program for technical support and software updates following expiration of the warranty period. Make this program available to the Department in the form of a separate agreement for continuing support.

The supplier must maintain an ongoing program of technical support for the wireless camera system. This technical support must be available via telephone or personnel sent to the installation site.

The supplier must maintain an adequate inventory of parts to support maintenance and repair of the camera system.

13. MEASUREMENT

The VIVDS will be measured as each major system component furnished, installed, made fully operational, and tested in accordance with this Special Specification or as directed.

The VIVDS communication cable will be measured by the foot of the appropriate media type furnished, installed, made fully operational, and tested in accordance with this Specification, other referenced Special Specifications or as directed.

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When the VIVDS is used on a temporary basis, the VIVDS will be measured as each system furnished, installed, made fully operational, including reconfiguration and removal if required by the plans, and tested in accordance with this Special Specification or as directed.

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

When recorded video is required by the plans it will be paid for by each camera recorded.

14. PAYMENT

The work performed, materials, and all accompanying software furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "VIVDS Processor System," "VIVDS Camera Assembly," "VIVDS Central Control," "VIVDS Set-up System," "VIVDS Temporary," "VIVDS Communication Cable (Coaxial)," "VIVDS Communication Cable (Fiber Optic)," and "VIVDS Video Recording." These prices are full compensation for furnishing, placing, and testing all materials and equipment, and for all tools, labor, equipment, hardware, operational software packages, supplies, support, personnel training, shop drawings, documentation, and incidentals. A 3-conductor power cable must be included with the communication cable.

These prices also include any and all interfaces required for the field and remote communications links along with any associated peripheral equipment, including cables; all associated mounting hardware and associated field equipment; required for a complete and fully functional visual image vehicle detection system component.

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CONTRACT AGREEMENT

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CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ of the year 20____ by and between CITY OF NEW BRAUNFELS (the "City") and NEW BRAUNFELS UTILITIES ("NBU") (collectively Owners) and _____ (Contractor).

Owners and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents as listed below:

The Contract Agreement
Standard General Conditions of the Contract
Special Specifications and Provisions
Payment Bond
Performance Bond
Warranty Bond (if requested by Owners)
Plans and Standard Specifications

1.02 The Work is generally described as follows:

Klein Road Reconstruction Phase 2
The proposed improvements are detailed in 3 construction plan documents defined as:

Volumes I & II

City of New Braunfels Klein Rd Ph 2 Reconstruction Project S Walnut Ave to FM 725

Volume III

Klein Rd Ph 2 Reconstruction 12" Water Line Adjustments (S. Walnut Ave. to F.M. 725)

Construction of 1,120 linear feet of 12-inch PVC C-900 water line and a temporary bypass connection consisting of 745 linear feet of 4-inch pipe.

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:

Klein Road Reconstruction Phase 2

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by the following engineers:

Klein Rd Ph 2 Reconstruction - Volumes I & II
John Tyler, P.E., RAS

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Pape-Dawson Engineers, Inc.
2000 NW Loop 410
San Antonio, TX 78213,
(210) 375-9000

Klein Rd Ph 2 Reconstruction – 12" Water Line Adjustments (Volume III)
John Moy, Engineer, P.E.
Pawelek & Moy, Inc.
130 W. Jahn Street
New Braunfels, Texas 78130
(830) 629-2563

(Engineer), 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. Time is of the essence in all phases of the Work and performance of obligations owed by the Contractor to the Owners as stated in the Agreement and the Contract Documents. 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. It is specifically understood and agreed by and between Owners and Contractor that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 630 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.3 of the Project Manual General Conditions and completed and ready for final payment in accordance with Section 6 Article 14.7 of the General Conditions within 660 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owners recognize that time is of the essence of this Agreement and that Owners 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 Owners if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owners and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owners (\$1,285.00) per calendar day for each day that expires after the time specified in Paragraph 4.02 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 Owners, Contractor shall pay Owners (\$1,285.00) per calendar day 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.

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4.04 Special Damages

A. In addition to the amount provided for in liquidated damages, Contractor shall reimburse Owners (1) for any fines or penalties imposed on Owners as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owners for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owners for the actual costs reasonably incurred by Owners for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

4.05 Claims for Additional Time

A. Contractor shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical number of Weather Days per calendar month is as follows, based upon regional weather data from the National Weather Service or NOAA:

Average Weather Days per Month

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
(4)	(4)	(4)	(3)	(5)	(6)	(4)	(3)	(4)	(4)	(4)	(4)

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement.

B. Requests for an extension of time pursuant to this subsection shall be promptly submitted to Owners. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents.

ARTICLE 5 - CONTRACT PRICE

5.01 Owners shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid Form, attached hereto as Exhibit B.

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 and Supplemental Conditions (if applicable). Contractor delivers to Owners a Full and Final Release and Affidavit of Bills Paid in the form attached hereto as Attachment No. 1, executed by Contractor.

Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owners shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided herein:

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 Owners may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95% (percent) of Work completed.
 - b. 95% (percent) of cost of materials and equipment not incorporated in the Work.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owners shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 To induce Owners to enter into 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 doing 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

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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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, 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 Owners 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, reports and drawings identified in the Contract Documents, and all additional 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 resolution 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 8 - MISCELLANEOUS

8.01 *Terms*

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

8.02 *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.

8.03 *Successors and Assigns*

A. Owners 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.

8.04 *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 Owners 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.

8.05 *Governing Law*

A. The Contract shall be governed by the law of the state of Texas without regard to its conflict of law principles.

8.06 *Venue*

A. This Agreement is entered into and performed in Comal County, Texas, and the Contractor and the Owners agree that mandatory venue for any legal action related to this contract shall be in the District Courts of Comal County, Texas.

8.07 *Indemnity Against Loss*

A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY OF NEW BRAUNFELS AND NEW BRAUNFELS UTILITIES, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS CONSULTANTS, WHICH MAY ARISE FROM ANY NEGLIGENT ACT, ERROR OR OMISSION, ON THE PART OF THE CONTRACTOR, ITS EMPLOYEES, AGENTS, AND CONSULTANTS, PURSUANT TO THIS CONTRACT.

B. THE OWNERS DO NOT ASSUME ANY LIABILITY TO THIRD PERSONS, NOR WILL THE OWNERS REIMBURSE THE CONTRACTOR FOR ITS LIABILITY TO A THIRD PERSON, WITH RESPECT TO LOSS DUE TO DEATH, BODILY INJURY, OR DAMAGE TO PROPERTY RESULTING IN ANY WAY FROM THE PERFORMANCE OF THIS CONTRACT OR ANY SUBCONTRACT HEREUNDER, AND CONTRACTOR FURTHER AGREES TO PROVIDE THE DEFENSE FOR, AND INDEMNIFY AND HOLD HARMLESS OWNERS FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND LIABILITY, ARISING IN CONNECTION WITH THIS CONTRACT.

8.08 *Prohibition on Contracts with Companies Boycotting Israel*

A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. [USE IN LIEU OF THE PREVIOUS SENTENCE IF THE CONTRACTOR IS EXEMPT FROM THE ISRAEL BOYCOTT REQUIREMENT—The Contractor hereby declares that it is exempt from Chapter 2271 of the Texas Government Code, as amended.] The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-

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controlled territory, but does not include an action made for ordinary business purposes. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

8.09 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited

A. The Contractor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Contractor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

8.10 Electronic Signatures (this section is omitted)

8.11 Texas Public Information Act

A. The Contractor recognizes that this Project is publicly owned, and the Owners is subject to the disclosure requirements of the Texas Public Information Act (the "PIA"). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owners, to cooperate with the Owners for any particular needs or obligations arising out of the owner's obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the owner's audit rights.

B. This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owners or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owners in a fiscal year of NBU (the Owners).

C. The Contractor must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owners for the duration of the Agreement; (2) promptly provide to the Owners any contracting information related to the Agreement that is in the custody or possession of the Construction Manager on request of the Owners; and (3) on completion of the Agreement, either:

- i. provide at no cost to the Owners all contracting information related to the Agreement that is in the custody or possession of the Contractor; or

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- ii. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owners.

D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE 9 - INSURANCE

9.01 *Evidence of Contractor's Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owners, Contractor shall also deliver to Owners, with copies to each named insured and additional insured, the certificates and other evidence of insurance required to be provided by Contractor in accordance with the Insurance Rider that is Exhibit A to this Agreement. Evidence of insurance is attached as Exhibit C to this Agreement.

[Add Exhibit A – Insurance Rider]

[Add Exhibit B – Contractor's Bid Form]

[Add Exhibit C – Evidence of Insurance]

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

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

OWNERS:

CITY OF NEW BRAUNFELS

By: _____

Printed Name: Robert Camareno

Title: City Manager

[SEAL]

Attest: _____

Title: _____

Address for giving notices:

NEW BRAUNFELS UTILITIES

By: _____

Printed Name: _____

Title: _____

[SEAL]

Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(Where Applicable)

Agent for service or process:

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

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END OF DOCUMENT