CITY OF HUTCHINS
INVITATION TO BID

Bid Name: E. Cleveland Street 18” Wastewater Relief Line
Bid Number: 2024-10

Bid Advertisement Dates: February 1, 2024 & February 8, 2024
Bid Submittal Location: City Hall, 321 N. Main Street,
Hutchins, Texas 75141
Closing (Due) Date: March 7, 2024, at 2:00 p.m.
City Council Chambers
Bids will be publicly opened at this time.

Questions on the bid process or procedures may be directed to: Interim Director of Public Works
Robert McWayne by email at rmcwayne@cityofhutchins.org or by phone at (214) 364-3452.

Sealed bids must be returned in a sealed envelope, addressed to the City of Hutchins, Director of
Public Works with the bid name and number on the envelope. Bids may not be altered, amended or
withdrawn after the official opening.

The following proposal/bid is made for furnishing the materials/services for the City of Hutchins,
Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is
understood and that the nature of this proposal is in strict accordance with the conditions set forth and
is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the
specifications or conditions to be overcome or pleaded after the proposals are opened.

The undersigned hereby proposes to complete the project at the unit prices quoted herein after notice
of proposal award.

The undersigned affirms that they are duly authorized to execute this contract that this company,
corporation, firm, partnership or individual has not prepared this proposal in collusion with any other
proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have
not been communicated by the undersigned nor by any employee or agent to any other person engaged
in this type of business prior to the official opening of this type of business prior to the official opening
of this proposal.

Bid Acknowledgement

Signature

Print Name and Title:

Company:

Date.
INDEX

Vendor Information Sheet--------------------------------------------- 3
General Information ------------------------------------------------- 4
State Reciprocal Agreement ------------------------------------------ 7
W-9 Form (Required for Payment)-------------------------------------- 8
Conflict of Interest Form -------------------------------------------- 9
References----------------------------------------------------------- 11
Payment Verification-Subcontractor/Supplier List---------------------- 12
Special Conditions-------------------------------------------------- 13
Instructions to Bidders---------------------------------------------- 14
Proposal Sheet------------------------------------------------------- 15
Contractor’s Bid Bond----------------------------------------------- 17
Contract Agreement-------------------------------------------------- 18
Performance Bond---------------------------------------------------- 19
Payment Bond-------------------------------------------------------- 21
Maintenance Bond---------------------------------------------------- 23
Insurance Requirement Affidavit-------------------------------------- 26
General Conditions of Agreement-------------------------------------- 27
Specifications------------------------------------------------------- 46

All construction must comply with current City of Hutchins Standards and Specifications.
# VENDOR INFORMATION SHEET

Please Type or Print

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<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
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<th>Payment Address:</th>
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<th>Mailing Address:</th>
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Is your company a woman or minority owned business with a minimum 51% ownership?  
Yes | No

If Yes, Is your company certified? Please include a copy of your certificate with this bid package.  
Yes | No

Texas Certifying Agency

Certification #  
Expiration Date:

Will subcontractors be used for this project? If yes, please list certification information on a separate form and include a copy of certificate.  
Yes | No

Federal ID #:  
Type of Business:  
Corporation | Sole Proprietor | Partnership

Other:

How did you hear about this project and where did you receive the document from? Please check appropriate box below.

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<tr>
<th>CIVCAST</th>
<th>Focus Newspaper</th>
<th>Demandstar/Onvia</th>
<th>City of Hutchins Website</th>
<th>Via Telephone from Purchasing Agent</th>
<th>Plan Room</th>
</tr>
</thead>
</table>

Plan Room  
Which One?

Other:

Cooperative (Inter-local) Agreements  
Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing apply?  
Yes | No

See General Terms and Conditions for further information.
GENERAL INFORMATION

ACCESSIBILITY
The City of Hutchins City Hall is wheelchair accessible. For accommodations or sign interpretive services needed for proposal openings, please contact the Director of Public Works’ Office 48 hours in advance at (214) 364-3452.

ADDENDA
Any interpretations, corrections, or changes to this invitation to bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Hutchins. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this bid. Bidders shall acknowledge receipt of all addenda. It is the responsibility of the vendor to check for addenda.

ASSIGNMENT OF BID/CONTRACT
The successful bidder may not assign their rights and duties under and award without the written consent of the City’s Finance Director. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID AWARD
The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or all sections.

BID CONSIDERATION / TABULATION
After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:
- The purchase price;
- The reputation of the bidder and of the bidder’s goods or services;
- The quality of the bidders’ goods or services;
- The extent to which the goods or services meet the municipality’s needs;
- The bidder’s past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the bidder’s goods or services; and
- Any relevant criteria are specifically listed in the request for bids or proposals.

BID SUBMISSION
Bids may be submitted in person or by mail. Facsimile Transmittals Will Not Be Accepted.
- Submit sealed bids in person to the City Secretary’s Office, 321 N. Main Street, Hutchins, TX 75141.
- Submit sealed bids via mail to the City Secretary, 321 N. Main Street, Hutchins, TX 75141.
- To submit a bid via mail, all documents must be returned and an original signature provided on the bid acknowledgement.
- Bids will not be accepted in either format without a signature.
- The City is not responsible for mail service. If mail is delayed by the postal service, courier service, or in the internal mail system of the City of Hutchins beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.

Any proposal received after stated closing time will be returned unopened. If proposals are sent by mail to the City Secretary, the proposer shall be responsible for actual delivery of the proposal to the City Secretary before the advertised date and hour for opening of proposals.

If mail is delayed by the postal service, courier service, or in the internal mail system of the City of Hutchins beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.
BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Agent and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in their bid that they are offering an “equal product”, their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice with good cause.

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. Changes made without submission of a written request to this bid will result in disqualification.

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City’s option.

CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon’s Texas Codes Annotated, Local government Code Title 5. Subtitle C, chapter 171.

DEFAULT

In case of default of the successful bidder, the City of Hutchins may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DISCRIMINATION

The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

ETHICS

The bidder shall not offer or accept gifts of any value nor enter into any business arrangement with any employee, official or agent of the City of Hutchins.

INDEMNIFICATION

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

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City Administrator immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Hutchins supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the...
minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycled materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

PAYMENT TERMS & CONDITIONS

TO CONTRACTORS - All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Finance Director the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

FROM CONTRACTORS TO SUBCONTRACTORS – Contractors agrees to pay all subcontractors within 15 days of receipt of payment. A signed report must be submitted showing all subcontractors, check number, date, and related work.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the City Administrator and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder’s attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas and performable in the City of Hutchins.
STATE RECIPROCAL REQUIREMENT

The City of Hutchins, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? ______________________________________

2. Only if your principal place of business is not in the state of Texas, please indicate:
   A. In which state is your principal place of business located? ______________________
   B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO
   C. If "YES", what is that dollar increment or percentage? ______________________

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: ________________________________

Address: ________________________________

City, State, Zip: ________________________________

Signature of company official authorizing this bid: ________________________________

Printed Name: ________________________________

Title: ________________________________
Form W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

See Specific Instructions on page 2

Print or type all information. Do not exceed the right-hand margin of any section.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued)
2. Certify that you are not subject to backup withholding,
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

• An individual who is a citizen or resident of the United States,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
STATE OF TEXAS – FORM CIQ
CONFLICT OF INTEREST QUESTIONNAIRE

For A Vendor or Other Person Doing Business with the City of Hutchins

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person’s affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Finance Director of the City of Hutchins not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Hutchins, Attn: Finance, PO Box 500, Hutchins, TX 75141.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Hutchins employee or officer is defined as a member of the Hutchins City Council, person serving on any City board, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

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<th>Company Name:</th>
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<tr>
<td>Representative Name:</td>
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<td>Address / Phone:</td>
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2. Check this box if you are filing an update to a previously filed questionnaire. □

3. Name of each employee, official, or contractor of the City of Hutchins who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the affiliation or business relationship with your firm.

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<th>Name</th>
<th>Affiliation or Business Relationship</th>
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Complete item 4 below only if you have listed someone in item 3 on the previous page. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

4. Name of City of Hutchins officer with whom the vendor/business has affiliation or business relationship.

A Is the City of Hutchins employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? YES NO

B Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Hutchins officer named in this section and the taxable income is not from the City of Hutchins? YES NO

C Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Hutchins employee or officer serves as an officer or director, or hold an ownership of 10 percent or more? YES NO

D Describe each affiliation or business relationship.

5. Signature

Signature of person doing business with the City of Hutchins (filer)

Date
REFERENCE PAGE

Please list five companies, preferably government, that your company has done business with over the last two years. Please list all government agencies that your company has done business with at the bottom of this form.

1. COMPANY NAME  
   CONTACT PERSON  
   STREET ADDRESS  
   CITY  
   STATE  
   ZIP  
   TELEPHONE NUMBER  
   EMAIL ADDRESS  
   PRODUCTS CURRENTLY BEING USED

2. COMPANY NAME  
   CONTACT PERSON  
   STREET ADDRESS  
   CITY  
   STATE  
   ZIP  
   TELEPHONE NUMBER  
   EMAIL ADDRESS  
   PRODUCTS CURRENTLY BEING USED

3. COMPANY NAME  
   CONTACT PERSON  
   STREET ADDRESS  
   CITY  
   STATE  
   ZIP  
   TELEPHONE NUMBER  
   EMAIL ADDRESS  
   PRODUCTS CURRENTLY BEING USED

4. COMPANY NAME  
   CONTACT PERSON  
   STREET ADDRESS  
   CITY  
   STATE  
   ZIP  
   TELEPHONE NUMBER  
   EMAIL ADDRESS  
   PRODUCTS CURRENTLY BEING USED

5. COMPANY NAME  
   CONTACT PERSON  
   STREET ADDRESS  
   CITY  
   STATE  
   ZIP  
   TELEPHONE NUMBER  
   EMAIL ADDRESS  
   PRODUCTS CURRENTLY BEING USED

Government Agencies:

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The City of Hutchins is required by law to pay for work/services received in a prompt manner of Net 30 from date of the invoice. In addition, we have an internal policy that requires all contractors to pay his/her subcontractors and suppliers within fifteen days of receipt of our payment. Please list all subcontractors and suppliers below, including company, contact, phone, fax and email.

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SPECIAL CONDITIONS

1. All bonds must be submitted on City forms. Copies are attached.

2. Insurance Requirement Affidavit must be submitted as part of the proposal.

3. Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award.

4. By signing the proposal sheet, the representative has read and understands all plans, specifications, and general design standards involved with this project.

5. Bidders must submit, with their bids, a cashier’s, or certified check in the amount of five percent (5%) of the total bid, payable without recourse to the City of Hutchins, Texas, or a Proposal Bond in the same amount from an approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code) as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within ten (10) days after award of contract to him.

6. The successful Bidder must furnish Performance (for any individual project undertaken greater than $100,000), Payment (for any individual project undertaken greater than $50,000) and Maintenance Bonds each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas, to act as Surety and acceptable (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code). The successful bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

7. All blanks on the Bid Form must be completed and all subtotal and total prices must be stated in both script and figures where indicated. The Owner reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit price will be considered sufficient cause of rejection of any bid or bids.

8. Instructions to Bidders, Proposal Forms, Specifications, Plans and Contract Documents may be examined without charge at the office of the Public Works Director, City Hall, 321 N. Main Street, Hutchins, TX 75141.
INSTRUCTIONS TO BIDDERS

Bidders must submit, with their bids, a cashier’s or certified check in the amount of five percent (5%) of the maximum amount bid, payable without recourse to the City of Hutchins, Texas or a Proposal Bond in the same amount from an approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code) as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within ten (10) days after award of contract to him.

The successful Bidder must furnish Performance, Maintenance and Payment Bonds each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas, to act a Surety and acceptable (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code). The successful bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

All blanks on the Bid Form must be completed and all subtotal and total prices must be stated in both script and figures where indicated. The Owner reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit price will be considered sufficient cause of rejection of any bid or bids.

Bidders shall have performed similar scope of work within the past three years. Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions and conditions under which the work is to be done. Attention is called to the provisions of the Acts of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified. All bidders must comply with the rules and regulations for the Americans with Disabilities Act of 1990.

CONDITIONS OF SITE AND WORK

Bidders should carefully examine the Plans, Specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or costs thereof. Should a Bidder find discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or should Bidder be in doubt as to the meaning and intent, Bidder should notify the city at once and obtain clarification prior to submitting a bid. The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to the character, quality, and quantity of work to be performed and materials to be furnished.
PROPOSAL SHEET

Variations from the specifications may be acceptable provided such differences are noted on the bid form and are deemed to be advantageous to the City.

Pursuant to the foregoing notice to bidders and general information, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials to complete all the work upon which he bids. The undersigned, also, binds himself, on the acceptance of the proposal to execute a contract and bonds according to the accompanying forms for performing and completing the said work within the required time and furnish all required guarantees for the following prices to wit:

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined and understands the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within 90 consecutive calendar days.

Enclosed with this proposal is a Certified Check for ________________________________
Dollars ($____________________) or a Proposal Bond in the sum of ________________________________
which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within ten (10) days after the date said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

Receipt is hereby acknowledged of the following addenda to the contract documents:
Addendum No. 1 dated ______________________ Received ______________________
Addendum No. 2 dated ______________________ Received ______________________
Addendum No. 3 dated ______________________ Received ______________________
Addendum No. 4 dated ______________________ Received ______________________
### Item | Description                                                                 | Unit | Quantity | Unit Bid Price | Amount Bid |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For sawing, removal and disposal of existing reinforced or non-reinforced concrete pavement and curb</td>
<td>SY</td>
<td>870</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Four inch (4&quot;) top soil delivered, placed and compacted</td>
<td>SY</td>
<td>600</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Construct 10 inch 4000psi Class P1 reinforced concrete street and driveway</td>
<td>SY</td>
<td>870</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Construct 6 inch 4000 PSI Class &quot;P1&quot; concrete integral curb</td>
<td>LF</td>
<td>1420</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install 18 inch PVC SDR-26 wastewater pipe conforming to ASTM F679</td>
<td>LF</td>
<td>1500</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Construct 5 foot diameter precast or cast in place sealed manhole</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Construct 5 foot diameter precast or cast in place manhole</td>
<td>EA</td>
<td>3</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Connect to existing manhole</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Furnish and install complete Trench Safety for wastewater installations</td>
<td>LF</td>
<td>1500</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Remove, replace and repair sprinkler heads, control valves, pipe fitting, controllers, and all incidentals</td>
<td>EA</td>
<td>50</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>For all erosion control activities including devices, methods, temporary seeding, installation, maintenance, removal, etc.,</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Block Sod</td>
<td>SY</td>
<td>600</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>Implement traffic control, signing, and barricading and all other incidentals</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>For mobilization and move-in</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>Bonds</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Total includes all materials, fees, parts, equipment, labor and bonds to complete project in place for Items 1-15 TOTAL $____________

__________________________________________________dollars and
__________________________________________________cents.

Signature ________________________________ Printed Name and Title ________________________________

Company Name: __________________________________________

Address __________________________________________

Email __________________________________________ Phone ________________________________________
CONTRACTOR’S BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we ____________________________, Principal, and ____________________________ a corporation duly organized under the laws of the State of ____________, and authorized to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the City of Hutchins (Owner) in the sum of ____________________________ dollars and _______________cents ($________________) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid to Owner on a contract for the Owner’s E. Cleveland Street 18” Wastewater Relief Line.

NOW, THEREFORE, if the Owner shall accept the bond of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, then this obligation shall be null and void, otherwise to remain in full force and effect and the amount hereof shall be paid to and retained by Owner as liquidated damages for Principal’s failure to do so.

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

Signed and sealed this _____ day of __________________, 2024.

______________________________  ______________________________
Principal (Signature)             Typed / Printed Name

By: ______________________________
    Title

(NAME OF SURETY)

By: ______________________________
    Attorney-in-Fact
CITY OF HUTCHINS, TEXAS

CONTRACT AGREEMENT

STATE OF TEXAS)
COUNTY OF ELLIS)

THIS AGREEMENT, made and entered into this _____ day of ______________, AD, 2024 by and between the City of Hutchins, a municipal corporation, located in the County of Dallas and State of Texas, acting through James Quin, City Administrator, thereunto authorized so to do hereafter termed OWNER, and ________________________________, County of ______________, and State of ______________, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements associated with the E. Cleveland Street 18" Wastewater Relief Line and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date of written notice to do so shall have been given him, and to be 100% complete within 90 calendar days after the date of the written Notice to Proceed work, subject to such extensions of time as are provided by the General and Special Conditions.

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

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

City of Hutchins

OWNER

__________________________________________

James Quin, City Administrator

__________________________________________

COMPANY

By:________________________

Print Name & Title

__________________________________________

ATTEST:

Cynthia Olguin
City Secretary

__________________________________________

ATTEST:

Corporation Secretary

__________________________________________

Print or Type Name
PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That ___________________________ of the City of _____________________, County of _____________________, and State of _____________________, as principal, and ___________________________ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Hutchins (Owner), in the sum of ___________________________ dollars and ____________________ cents ($ _____________) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ______________ day of ______________, 2022, in association with the Owner’s E. Cleveland Street 18” Wastewater Relief Line which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Owner from all costs and damages which Owner may suffer by reason of Principal’s default, and reimburse and repay Owner all outlay and expense which Owner may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this _______ day of ________________, 2024.

 Principal
  
  By: ______________________  
  
  Title: ______________________  
  
  Address: ______________________

Surety

  By: ______________________
  
  Title: ______________________
  
  Address: ______________________

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

  ______________________
PAYMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That ____________________________ of the City of ______
____________________, County of ______________________, and State of ________, as principal, and ______
____________________ authorized under the laws of the State of Texas to act as surety on
bonds for principals, are held and firmly bond unto the City of Hutchins (Owner), in the penal sum of
____________________ dollars and ____________________ cents ($____________________ ) for the payment whereof,
the said Principal and Surety bind themselves and their
heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ________ day of
______________________, 2024, in association with Owner’s E. Cleveland Street 18” Wastewater Relief
Line which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal and its
subcontractors shall well and faithfully make payment to each and every claimant (as defined in Chapter 2253, Texas
Government Code, as amended) supply 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.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas
Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the
provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration or addition to the terms
of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same,
shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of __________________, 2024.

Principal

By: ____________________________

______________
Print or Type Name

Title: ____________________________

Address: ____________________________

____________________________

Surety

By: ____________________________

______________
Print or Type Name

Title: ____________________________

Address: ____________________________

____________________________

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

____________________________
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _________________________________ whose address is ________________________, as PRINCIPAL, and _________________________________, a CORPORATION organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto the City of Hutchins (OWNER), a municipal corporation organized and existing under the laws of Texas, at Hutchins, Dallas County, Texas, the sum of ____________ dollars and __________________ cents ($_________________) in lawful money of the United States, for the payment of which sum will and truly to be made unto said City of Hutchins, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

THIS obligation is conditioned, however, that whereas said _________________________________ (CONTRACTOR) has on this _____ day of ____________________, 2024, entered into a written Contract with the said OWNER to complete the E. Cleveland Street 18” Wastewater Relief Line located in the city of Hutchins, Texas, which Contract and the Plans and Specifications therein mentioned adopted by the OWNER, are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the OWNER, and

WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of construction such that all improvements including but not limited to complete the E. Cleveland Street 18” Wastewater Relief Line will be completed free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of two (2) years after the date of acceptance of the completed improvements by the OWNER, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the OWNER and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) year’s period to such an extent

Maintenance Bond Continued
as the OWNER deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the CONTRACTOR had no control and which are other than those arising from defect of construction by the CONTRACTOR; and,

**WHEREAS**, after the acceptance of the improvements by the OWNER, said CONTRACTOR binds itself, upon receiving notice from the OWNER of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the OWNER may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.

**WHEREAS**, under the Plans and Specifications, and Contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the CITY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation, and said CONTRACTOR AND SURETIES hereon shall be subject to the liquidated damages mentioned in said contract.

**NOW THEREFORE**, if the said CONTRACTOR, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may he had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

**PROVIDED FURTHER**, that if any legal action be filed upon this Bond, exclusive venue shall lie in Dallas County, State of Texas.
Maintenance Bond Continued

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

This Bond complies with the provisions of Chapter 2253, Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, the said _______________________________ has caused these presents to be executed by them; and the said _______________________________ has caused these presents to be executed by its ATTORNEY-IN-FACT _______________________________ and the said ATTORNEY-IN-FACT _______________________________ has hereunto set his hand this the ___ day of _____________, 2024.

Principal _____________________________________________________________ Surety _____________________________________________________________

By: _______________________________ By: _______________________________

______________________________ Print Name and Title ________________________________

Address: _____________________________________________________________ Address: _____________________________________________________________

The name and address of the Resident Agent of Surety is: _____________________________________________________________
INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Hutchins (CITY), I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all the requirements contained in this bid.

__________________________  ____________________________
Agent Signature            Printed Name

__________________________
Name of Insurance Carrier

__________________________  ________________  ________________  ________________
Address of Agency          City        State        Zip

__________________________  ________________
Phone #                   Fax #             Email Address

__________________________
Vendor / Contractor Name

__________________________
Name of Bid

Acknowledgement

Subscribed ad Sworn before me by the above named ______________________________

On this _____ day of __________________________, 20__.

(seal)

__________________________
Notary Public in and for the State of __________________

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract the next lowest/responsible bidder meeting the specifications.
GENERAL CONDITIONS

1. CONTRACT DOCUMENTS:

It is understood and agreed that the Advertisement for Bids, Instructions to Bidders, Proposal, Proposal Data, Contract Agreement, Owner's Purchase Order, Owner's Resolution, Performance Bond, Payment Bond, Maintenance Bond, General Conditions, Special Conditions, Specifications, Council of Governments Standard Specifications for Public Works, 3rd Edition as amended, Drawings, Addenda, and Change Orders issued by the Owner, specifications, and engineering data furnished by the Contractor and accepted by the Owner, are contract documents. Additionally, any other written instruments, correspondence, etc., bound in the volume of the contract documents at the time of execution by the Owner and Contractor shall be "contract documents" whether specifically designated as such or otherwise.

It is the intent of the contract documents that they be read as a whole and that all portions of the contract be interpreted so as to give meaning to their terms. In the event of any conflict in the contract documents, handwritten provisions shall prevail over typewritten and typewritten provisions shall prevail over preprinted matter. Additionally, the following order of precedence shall govern among the various contract documents, with the first listed having precedence over any documents listed thereafter.

Scope of Work
Contract Agreement
Owners Resolution
Addenda to Contract Conditions and Specifications "and Plans"
Special Conditions
General Conditions
Technical Specifications
Contract Conditions
All other Contract Documents
General Design Standards
North Central Texas Council of Governments Standard Specifications for Public Works

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and where required, shall properly connect, and coordinate his work with theirs.

1.1 NO PREJUDICE AGAINST OWNER:

It is understood and agreed by Contractor that Owner has independently prepared most of the Contract Documents and Contractor agrees that, notwithstanding any doctrine of law to the contrary, no presumption and/or prejudice against Owner shall be presumed against Owner (nor construed in favor of Contractor) by any court of competent jurisdiction in its interpretation of the Contract Documents.

2. DEFINITIONS:

Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

a. "Contract", "contract", or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.

b. "Owner", "Agency", or "Inspector" shall mean the City of Hutchins, named and designated in the Contract Agreement. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to:

   City of Hutchins, Director of Public Works, 321 N. Main Street, Hutchins, Texas 75141

c. "Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement, who has entered into this contract for the performance of
the work covered thereby, and its, his, or their duly authorized representatives or its successors to the contract.

d. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing work covered by these contract documents, or its successors to the contract.

e. "Date of contract", or equivalent words, shall mean the date written on the Owner's Resolution, or the Owner's Purchase Order if a Resolution is not required, which shall also be the date written in the first paragraph of the Contract Agreement.

f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.

g. "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.

h. "Drawings" or "plans" shall mean all (a) drawings furnished by the Owner or Engineer as a basis for proposals, (b) supplementary drawings furnished by the Owner to clarify and to define in greater detail the intent of the contract drawings and specifications, (c) drawings submitted by the successful bidder with his proposal, provided such drawings are acceptable to the Owner, (d) drawings furnished by the Owner to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of work.

i. Whenever in these contract documents the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirements, permission, or allowance of the Owner is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Owner has any authority or responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefore being strictly reserved for the Contractor.

j. Similarly the words "approved", "reasonable", "suitable", "acceptable", "proper", "satisfactory", or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgement of the Owner, to the extent provided in "i" above.

k. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression shall mean the mutual understanding and agreement of the parties executing the Contract Agreement.

l. "Official Acceptance" shall mean the Owner's written acceptance of all work performed under this Contract.

3. CONTRACTOR'S PRELIMINARY OBLIGATION:

It is the responsibility of the contractor to deliver his proposal at the proper time and to the proper place. The proposal shall be delivered in a sealed envelope with the appropriate project name on the outside. The mere fact that a proposal was dispatched by mail, express, or otherwise, will not be considered. The bidder must have his proposal in the hands of the proper official before closing time. Bids received after the advertised closing time will not be considered and will be returned unopened.

The Contractor, as successful bidder, shall furnish the required payment, performance, and maintenance bond each in the amount of 100% of the contract price, a valid power-of-attorney proving the agent has the authority to execute the bonds for the surety, and certificates of insurance and an executed contract, within (10) days of notice of award. A certified copy of the Resolution authorizing said persons to sign and bind the firm must be included with each copy of the Contract. If such Contractor fails to enter into a contract or execute bonds as herein provided, the City may annul the award and award the contract to
the bidder whose proposal was next most acceptable and the Contractor shall execute contract and bond as herein provided. The Contractor to whom the first award was made shall then forfeit the bid security submitted with his proposal.

The official form of contract will be executed in five (5) copies. Two executed copies of the contract will be returned to the Contractor after the contracts and bonds have been approved and executed by the Owner.

4. **LEGAL ADDRESSES:**

All notices, letters, and other communications to the Contractor will be mailed or delivered to either the contractor's business address listed in the Proposal or the contractor's office in the vicinity of the work, with delivery to either of these addresses being deemed as delivery to the Contractor. The addresses of the Owner appearing on page 27 are hereby designated as the place to which all notices, letters, and other communication to the Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the Owner and to the other party.

5. **SCOPE AND INTENT OF CONTRACT DOCUMENTS:**

The specifications are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not the other shall be executed as if it had been set forth in both, so that the work will be constructed according to the complete design as determined by the Owner.

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

Owner disclaims to Contractor any express or implied warranties that the specifications and drawings included in the Contract Documents are accurate and sufficient for purpose of completing the work according to the terms of this Agreement.

6. **INDEPENDENT CONTRACTOR:**

The relationship of the Contractor to the Owner shall be that of an independent Contractor. Owner and Contractor agree that the negotiation, preparation, and execution of the Contract Documents were negotiated, prepared, and executed as part of an arms-length transaction, and that no duty of good faith and fair dealing exists between Owner and Contractor, now, in the future, nor at any time in the past. The Owner shall not have the right to control the day-to-day activities of how the Contractor performs the work, being interested only in the results to be achieved.

7. **ASSIGNMENT AND SUBCONTRACTING:**

The Contractor shall not assign or subcontract the work or any part thereof, without the previous written consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the Owner has been obtained. No right under this contract, nor claim for any money due or to become due hereunder shall be asserted against the Owner, or person acting for the Owner, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the Owner. In case the Contractor is permitted to assign moneys due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.
It is the intent of these specifications that the Contractor shall perform the majority of the work with his own forces and under the management of his own organization. Only subcontractors who have been listed in the proposal and who are accepted by the Owner as provided in the General Conditions may subcontract specific portions of the work. All subcontractors shall be directly responsible to the Contractor and shall be under his general supervision. All work performed under subcontracts shall be subject to the same contract provisions as the work performed by the contractor's own forces.

This Contract is considered personal between the Contractor and Owner therefore, any sale of more than 50% ownership of Contractor shall be considered as an assignment.

8. **ORAL STATEMENTS:**

   It is understood and agreed that the written terms and provisions of this agreement shall supersede all oral statements of representatives of the Owner, and oral statements shall not be effective or be construed as being a part of the contract.

9. **REFERENCE STANDARDS AND LAWS AND REGULATIONS:**

   Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

   The Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances, and regulations which, in any manner, affect those engaged or employed on any work, or the materials and equipment used in any work or in any way affect the performance of any work, and of all orders and decrees of bodies or tribunals having jurisdiction or authority over work performed under the contract. If any discrepancy or inconsistence should be discovered between the contract and any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same in writing to the Owner. The Contractor shall be responsible for the compliance with the above provisions by subcontractors of all tiers.

   Except as otherwise specified, the Contractor shall procure any pay for all permits and inspections and shall furnish any bonds, security or deposits required to permit performance of its work hereunder.

   (a) **OSHA:** all work and job site conditions shall, at all times, adhere to the requirements of the latest provisions of the Occupational Safety and Health Act.

   (b) **REQUIREMENTS AND CODES:** Wherever references are made in the contract to requirements or codes in accordance with which work is to be performed or tested, the addition or revision of the requirements or codes current on the date of this contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such requirements or codes is solely for technical information.

   This contract shall be governed by the laws of the State of Texas and by such federal laws as may be applicable.

   The parties agree that all claims, disputes, and other matters in question between the Contractor and the Owner arising out of or pertaining to the contract documents or the breach thereof, shall, except as otherwise expressly provided, be decided solely in the Courts of the State of Texas, in the County of Ellis.

   Interest, if any, allowable on the claims of either party shall be at the current rate for judgments in the Courts of the State of Texas.

10. **CONTRACTOR TO CHECK DRAWINGS AND SCHEDULES:**

   The Contractor shall check all dimensions, elevations, and quantities indicated on the drawings and schedules furnished to him by the Owner. The Contractor shall notify the Owner of any discrepancy between the drawings and the conditions at the site, or any error or omission in drawings, or in the layout as given by stakes points, or instructions, which he may discover in the course of work. The Contractor will not be allowed to take advantage of any error or omission in the drawings or contract documents.
Full instructions will be furnished by the Owner should such error or omission be discovered, and the Contractor shall carry out such instructions as originally specified.

11. **FIGURED DIMENSIONS TO GOVERN:**

Dimensions and elevations indicated on the drawings shall be accurately followed even though different from scaled measurements. No work indicated on the drawings, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the Owner.

12. **NO WAIVER OF RIGHTS:**

Neither the inspection by the Owner or any of their officials, employees, or agents, nor any order by the Owner for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or its employees, nor any action of the Owner shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Owner, or of any right to damages herein, provided nor shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

13. **CONTRACTOR’S SUPERINTENDENT AND EMPLOYEES:**

The Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work.

The Contractor shall act as an independent contractor maintaining complete control over its employees and all of its subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors.

Before starting work, the Contractor shall designate a competent, authorized representative to represent and act with full authority for the contract and shall inform the Owner in writing of the name, address, telephone number (day and night) of such representative, and of any change in such designation. This representative shall have authority to make binding and enforceable decisions in the name of the Contractor and to accept service of all notices which the Owner desires to serve or which are required by this contract to be served on the Contractor. As an alternative, such written notices may be mailed directly to the address of that party shown on the face of the Contract Agreement form. Such representative shall be present or be duly represented at the site of work at all times when work is actually in progress and, during period when work is suspended, arrangements acceptable to the Owner shall be made for any emergency work which may be required. The Contractor’s authorized representative shall be supported by competent assistants, as necessary, and the authorized representative and its assistants shall be satisfactory to the Owner. All requirements, instructions, and other communications given to the Contractor's authorized representative by the Owner shall be as binding as if given to the Contractor.

The Contractor shall employ only fully experienced and properly qualified persons to perform any work. The Contractor shall be responsible for maintaining satisfactory conduct of its employees. The Contractor's site representative shall stay on the project until final completion of the work in accordance with the contract documents.

14. **ENGINEERING INSPECTION:**

The Owner may appoint such inspectors, as the Owner deems proper to inspect the materials furnished and the work performed for compliance with the drawings and specifications. The Contractor shall furnish all reasonable assistance required by the Owner, or inspectors, for the proper inspection of the work. Should the Contractor object to any interpretation of the contract by any inspector, the Contractor may make written appeal to the Owner for a decision, but the Owner's decision shall be final.

Inspectors shall have the authority to reject work, which is unsatisfactory, faulty, or defective or does not conform to the requirements of the drawings and specifications. Inspection shall not relieve the Contractor
from any obligation to construct the work strictly in accordance with the drawings and specifications. Work not so constructed shall be removed and replaced by the Contractor at his own expense.

15. **RIGHT OF OWNER TO TERMINATE CONTRACT:**

If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by him without the written consent of the Owner; or if the Contractor is adjudged bankrupt, or files for voluntary bankruptcy; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor of any of his property or if at any time in writing to the Owner determines that the performance of the work under this contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of the Owner's intention to terminate this contract. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the work, provided that if the surety does not commence performance within 30 days, the Owner may take over and prosecute the work to completion, by contract or otherwise. The Contractor and his surety shall be liable to the Owner for all excess cost sustained by the Owner by reason of such prosecution and completion. The Owner may take possession of, and utilize in completing the work, all materials, equipment, tools, and plant on the site of the work, including such materials, etc., as may have been placed on the site by or at the direction of the Contractor.

The Owner may, at its option, terminate the performance of the work in accordance with this section, in whole, or from time to time in part, at any time by written notice thereof the Contractor, whether or not the Contractor is in default. Upon any such termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of the Contractor, the Owner shall pay Contractor in accordance with subparagraph (b) below, provided, however, that those provisions of the contract documents which by their very nature survive final acceptance under the contract documents shall remain in full force and effect after such termination.

(a) Upon receipt of any such notice, the Contractor shall, unless the notice requires otherwise:

1. Immediately discontinue work on the date and to the extent specified in the notice;
2. Place no further order or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of work under the contract that is not terminated;
3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the Owner of all order and subcontracts to the extent they relate to the performance of work terminated, or assign to the Owner those orders and subcontracts, and revoke agreements specified in such notice; and
4. Assist the Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Owner under the contract.

(b) Upon any such termination, the Owner will pay the Contractor an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to the Contractor for work completed in accordance with the contract prior to such notice, and for work thereafter completed as specified in such notice;
2. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph (a) (3) above;
The reasonable cost incurred pursuant to subparagraph (a) (4) above;

Any other reasonable costs incidental to such termination of work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by the Contractor.

15.1 **TERMINATION FOR CONVENIENCE:**

Owner hereby reserves the right to terminate this Agreement without regard to fault or breach upon written notice to Contractor, effective immediately unless otherwise provided in said notice to Contractor, effective immediately unless otherwise provided in said notice. In the event of such termination, Owner shall pay as the sole amount due to Contractor in connection with the work (i) all sums due for Work performed to date including allowing profit and overhead (except retainage sums shall not be paid prior to thirty (30) days following the date of termination); and (ii) reasonable cost of termination. Such sums will be due and payable on the same conditions as set forth in this Agreement for final payment to the extent applicable. Upon receipt of such payment, the parties hereto shall have no further obligations to each other except for Contractor’s obligations to perform corrective and/or warranty work and to indemnify Owner as provided for in this Agreement. It is understood and agreed that no profit, fee or other compensation shall be due or payable for unperformed work. Contractor agrees that each subcontract and purchase order issued by it will reserve for Contractor the same right of termination provided by this Section 15.1 and Contractor further agrees to require that comparable provisions be included in all lower tier subcontracts and purchase orders.

Upon a determination by any court or body that termination of Contractor, or its successor in interest, was wrongful, such termination will be deemed converted to a termination for convenience and Contractor’s remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth above.

The rights and remedies of Owner and Contractor under this Agreement shall be non-exclusive and shall be in addition to all the other remedies available to such parties at law or in equity, subject, however, in the case of Contractor, to the limitation contained above and other pertinent provisions of this Agreement.

16. **EQUAL OPPORTUNITY:**

The Contractor is aware of, and is fully informed of, the Contractor's obligations under Executive Order 11246, and, where applicable, shall comply with the requirements of such order and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR Section 60-1.4, and the clause therein entitled "Equal Opportunity Clause" which, by this reference, is incorporated herein.

The Contractor is aware of, and is fully informed of, the Contractor's responsibilities under Executive Order No. 11701, "List of Job Openings for Veterans" and, where applicable, shall comply with the requirements of such order, and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR 60-250 et seq. and the clause therein entitled "Affirmative Action Obligations of the Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era" which, by this reference is incorporated herein.

The Contractor certifies those segregated facilities, including, but not limited to, washrooms, work areas, locker rooms, are not, and will not, be maintained or provided for the Contractor's employees. Where applicable, the Contractor shall obtain similar certification from any of its subcontractors, vendors, or suppliers performing work under this contract.

The Contractor is aware of, and is fully informed of, the Contractor's responsibilities under the Rehabilitation Act of 1973, and, where applicable, shall comply with the provisions of the Act, and the regulations promulgated thereunder unless exempted there from.
Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR Section 60-741 and the clause entitled "Affirmative Action Obligations of the Contractors and Subcontractors for Handicapped Workers" which, by this reference, is incorporated herein. Contractor must also comply with the rules and regulations as established by the Americans with Disabilities Act of 1990.

17. **BEGINNING, PROGRESS, AND COMPLETION OF THE WORK; LIQUIDATED DAMAGES:**

The time of completion is of the essence of this contract. Unless otherwise specified in these contract documents or advised by written order of the Owner, the Contractor shall begin work within 10 days after the date of contract.

The Owner and Contractor, recognizing that calculation of damages caused by Contractor's failure to complete within the contract time are difficult to assess, hereby agree that liquidated damages shall be assessed Contractor at the rate of $250.00 per calendar day for each day Contractor is late in completing.

It is understood that the foregoing constitutes an agreement as to minimum amount of damages only for failure to complete the work within the specified time. Should the Owner suffer damages over and above the amount specified above for any failure or negligence on the Contractor's part, other than failure to complete the work within the specified time, the Owner may recover such additional amount.

A detailed construction schedule and monthly payment schedule shall be prepared by the Contractor and submitted to the Owner for review within ten (10) days of the effective beginning date of the Contract, or prior to the commencement of construction, whichever occurs first. The schedule shall contain the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Contractor is responsible for determining the sequence and time estimates of the detailed construction activities. However, the Owner reserves the right to require the Contractor to modify any portion of the schedule the Owner determines to be impractical or unreasonable; as required to coordinate the Contractor's activities with those of other Contractors, if any, engaged in work for the Owner on the site; to avoid undue interference with the Owner's operations; and to assure completion of the work by the date or dates stipulated. Upon acceptance by the Owner of the Contractor's detailed construction schedule, the Contractor will be responsible for maintaining such schedule.

If at any time the Contractor's work is behind schedule, he shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the Owner. The Contractor will not be allowed extra compensation for costs (whether for costs for materials used and/or labor to be paid) incurred by him because of Contractor’s accelerated operations required to maintain the schedule.

17.1 **EXTENSION OF TIME FOR DELAY:**

In the event the progress of the work is delayed or interrupted by occurrences or events which entitle Contractor to an extension of time pursuant to the terms of this Agreement, then the work completion date shall be extended for a period equal to the length of such delay if within seven (7) days after the commencement of any such delay, contractor delivers to Owner a written notice of such delay stating the nature thereof and within seven (7) days following the expiration of any such delay provides a written request for extension of the work completion date by reason of such delay and such request is approved by Owner, which approval shall not be unreasonably withheld. Failure to deliver any such notice or request within the required period shall constitute an irrevocable waiver of any extension of the previously scheduled work completion date by reason of the cause in respect of which such notice and request were required to make only one such request with respect thereto. No extension of the previously scheduled work completion date (or right on the part of Contractor to secure any such extension) pursuant to this Section shall prejudice any right Owner may have under this Agreement, or otherwise, to terminate this Agreement.

Extension of time shall be Contractor’s sole remedy for any such delay (except for Contractor’s right to
terminate this Agreement pursuant to the terms and provisions hereinafter set forth), unless the same shall have been caused by acts constituting intentional interference by Owner with Contractor’s performance of the work and where to the extent that such acts continue after Contractor’s notice to Owner of such interference. Owner’s exercise of any of its rights to order changes in the work pursuant to this contract, regardless of the extent of number of such changes, or Owner’s exercise of any of its remedies of suspension of the work, or requirement or correction or re-execution of any defective work, shall not under any circumstances be construed as intentional interference with Contractor’s performance of the work.

18. **Hindrances and Delays:**

The Contractor expressly agrees that the period of time named in Part 1 of the specifications to complete all work includes allowance for all hindrances and delays incident to the work. The Contractor further agrees that no claims shall be made for hindrances and delays from any cause during the performance of the work, except as specifically provided for in the articles SUSPENSION OF WORK and EXTENSIONS OF TIME in these General Conditions.

18.1 **Resequencing or Acceleration:**

In the event Contractor shall fall behind schedule at any time, for any reason, Owner shall be entitled to direct acceleration or resequencing of the work to bring the work back on schedule. In the event Contractor determines that the previously scheduled work completion date cannot be met by resequencing the work, then Contractor shall immediately provide to Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the declared new scheduled completion date.

Owner shall additionally be entitled to direct the acceleration or resequencing of the work in order to achieve completion prior to the declared new scheduled completion date and Contractor shall be reimbursed by Owner for the amount of labor overtime actually incurred in respect thereto and shall be entitled to an increase adjustment the contract price to the extent of the labor portion of overtime so incurred.

19. **Suspension of Work:**

The Owner reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. Orders for suspension or reinstatement of work will be issued by the Owner to the Contractor in writing. The time for completion of the work will be extended for a period equal to the time lost by reason of the suspension.

The Owner will pay extra costs and expenses, which are caused by work suspensions ordered by the Owner, to the Contractor.

20. **Extensions of Time:**

Should the Contractor be delayed in the final completion of the work by any act or neglect of the Owner, or of any employee of either, or by any other Contractor employed by the Owner, or by strike, fire, regulatory agencies or other cause outside of the control of the Contractor and which, in the opinion of the Owner, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Owner, will be granted by the Owner; provided that the Contractor gives the Owner notice in writing within 10 days of the cause of delay in each case and demonstrates that he has used all reasonable means to minimize the delay.

Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.
Failure of Owner furnished equipment and materials to arrive as scheduled, or failure of other construction Contractors to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the Owner, an actual delay in the Contractor's work.

21. EXTRA OR CHANGE ORDER WORK:

If a modification increases the amount of the work, and the added work or any part thereof is a type and character which can properly and fairly be classified under one or more unit price items of the Proposal listed in the Scope of Work section of this contract, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.

Claims for extra work will not be paid unless the work covered by such claims was authorized in writing by the Owner. The Contractor shall not have the right to prosecute or maintain an action in court to recover for extra work unless the claim is based upon a written order from the Owner. Payments for extra work will be based on agreed lump sums or on agreed unit prices as listed in the Scope of Work section of the contract whenever the Owner and the Contractor agree upon such prices before the extra work is started; otherwise, payments for extra work will be based on actual field cost plus the specified percentage allowance.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the Owner, upon request, detailed cost estimate for proposed extra work. The Change Order Request shall indicate itemized quantities and charges for all elements of direct cost. Charges for the Contractor's subcontractor's extra profit, extra general superintendence, extra field office expense, and extra overheads shall be indicated as a percentage addition to the total estimated net cost. Unless otherwise agreed upon by the Contractor and the Owner, such percentage additions shall be 15 percent for the extra work performed by the Contractor's own forces or 20 percent for extra work performed by a subcontractor.

Further, the Change Order Request shall also include a suitable breakdown by trades and work classifications, Contractor’s estimate of the changes in the cost of the work attributable to the changes set forth in such Change Order Request, a proposed adjustment to the scheduled completion date resulting from such Change Order Request, and any proposed adjustments of time and costs related to unchanged work resulting from such Change Order Request. If Owner approves in writing such estimate by Contractor, such Change Order Request and such estimate shall constitute a Change Order, and the cost of the contract price and previously scheduled work completion date shall be adjusted as set forth in such estimate. Change Orders shall not cause any modification to Contractor’s fee except as specifically set forth herein, it being understood and agreed that Contractor will receive no fee based on the increased cost of the work resulting from Change Orders unless the new work requested is beyond the scope of the work, and then only to the extent thereof pursuant to the terms of this contract. Contractor shall include in each subcontract a limitation on the amount of profit and overhead, which subcontractors can include in Change Orders, which limitation will be subject to the approval of Owner. Agreement on any Change Order shall constitute a final settlement on all items covered therein, subject to performance thereof and payment therefore pursuant to the terms of this Agreement.

When payment for extra work is based on actual field cost, the Contractor will be paid the actual field cost plus an allowance of 15 percent if the extra work is performed by the Contractor's own forces or 20 percent if the extra work is performed by a subcontractor. The allowance will be paid as full compensation for the Contractor's and subcontractors extra profit, extra general superintendence, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

The actual field cost shall include only those extra costs for labor and materials expended in direct performance of the extra work. The form in which actual field cost records are kept, the construction methods, and the type and quantity of equipment used shall be acceptable to the Owner.

Construction equipment which the Contractor has on the job site and which is of a type and size suitable
for use in performing the extra work shall be used. The hourly rental charges for equipment shall not exceed one-half of one percent of the latest applicable Associated Equipment Distributors published monthly rental rates and shall apply to only the actual time the equipment is used in performing the extra work.

When extra work requires the use of equipment which the Contractor does not have on the job site, the Contractor shall obtain the occurrence of the Owner before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

21.1 DECREASED WORK:

If a modification decreases the amount of work to be done, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices, the Owner shall determine on an equitable basis the amount of (a) credit due the Owner for contract work not done as a result of an authorized change, (b) allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and (c) any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

Unless otherwise agreed upon by the Owner and the Contractor, the credit due the Owner for reductions in the amount of work to be done shall be the estimated field cost of the deleted work plus an overhead allowance of:

- Ten percent of the estimated field cost if the work was to have been done by the Contractor's own forces, or;
- Fifteen percent of the estimated field cost if the work was to be done by a subcontractor.

Field cost referred to above shall include the category of costs listed as actual field costs, items (a) to (f) inclusive of the article entitled EXTRA WORK.

22. PROTECTION OF WORK AND PROPERTY:

The Contractor shall be responsible for and shall bear any and all risk of loss of, or damage to work in progress, all materials delivered to the site, and all materials, tools, and equipment until completion and final acceptance of the work to be performed under this contract.

The Contractor shall promptly take all precautions which are necessary and adequate against any conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to any property. Contractor shall continuously inspect all work, materials and equipment to discover and determine, and shall be solely responsible for discovery, determination and correction of any conditions which involve a risk of bodily harm to persons or damage to property.

The Contractor shall comply with all applicable safety laws, standards, codes and regulations in the jurisdiction where the work is being performed specifically but without limiting the generality of the foregoing and regardless of any exemptions provided by law, with all rules, regulations and standards adopted pursuant to the Occupational Safety and Health Act of 1970.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interface with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. The Contractor will protect from damage all existing improvements, utilities, roads, and bridges at or near the site of work and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract of the failure to exercise
reasonable care in the performance of the work. Under no circumstances will county or township roads and bridges be subject to greater than normal highway truck loadings.

The Contractor shall provide and maintain such temporary work as is required for the protection of the public and those employed in or about the work site, including all signs, guards, barricades, night lights and any other temporary protection as may be necessary. Contractor shall provide and maintain such temporary work as is required for protection of finished work, including building paper, boxing, planking, protective coating, and such other protection as may be deemed necessary by the Owner. All such work shall be returned to original condition by the Contractor on completion of the contract.

Whenever necessary to maintain proper temperatures for performance of work, or to protect or to close in work in place, Contractor shall provide and maintain temporary enclosures as directed by the Owner for all openings or exterior surfaces that are not enclosed with finishing materials.

The Contractor shall protect all the work including buildings, structures, equipment, excavations, trenches, etc. from water damage including damage by rainwater, ground water, backing-up of drains, downspouts of sewers and shall construct and maintain all necessary drainage and do all pumping required to protect or to perform the work. Contractor shall provide protection to any equipment in place, as required to prevent damage by moisture. Contractor, in general, shall at all times carefully protect the work, materials, and equipment against damage from the weather, and comply with the directions of the Owner in order to avoid any adverse effect on the project from weather conditions.

The Contractor assumes all liability for its failure to comply with the provisions of this Article. The Contractor shall include this Article in its entirety in all subcontracts for any work at the project site.

Upon the failure of the Contractor or its subcontractors to comply with any of the requirements of the Article, the Owner shall have the authority to stop any operations of the Contractor or its subcontractors affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by the Contractor or its subcontractors.

23. SAFETY:

The Contractor shall at all times conduct all operations under the Contractor in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take all precautions, which are necessary and adequate against any conditions, which involve a risk of bodily harm to persons or a risk of damage to any property. Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions. The Contractor shall designate an employee as safety supervisor who is acceptable to the Owner.

The Contractor shall comply with all applicable laws, regulations and standards. The Contractor shall coordinate with other Contractors and subcontractors on safety matters and shall promptly comply with any specific safety directions given to the Contractor by the Owner.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard, promulgating safety regulations and notifying the Owner and users of adjacent properties and utilities.

The Contractor shall maintain a Safety Program with detail commensurate with the work to be performed. Such review shall not relieve the Contractor of its responsibility for safety, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site.

The Contractor shall maintain accurate accident and injury reports.

The Contractor shall hold regular scheduled meetings to instruct its personnel on safety practices. The
Contractor shall furnish safety equipment and enforce the use of such equipment by its employees. All equipment furnished and installed on this project shall be manufactured and installed in accordance with the applicable parts of the Williams-Steiger Occupational Safety and Health Act of 1970, and its subsequent amendments and revisions. All work shall be performed in accordance with the regulations and requirements of the above noted Act, revisions and amendments.

24. TAXES, PERMITS AND LICENSES:

The Contractor shall obtain and pay for all licenses, permits, and inspections required for the work. The Contractor shall pay all appropriate sales taxes, excluding materials permanently retained by the City of Lancaster franchise taxes, income taxes, gross receipts taxes, and other business or occupation taxes imposed upon the Contractor.

25. PATENTS:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, or processes used in the work, shall be included in the contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled.

In the event the Contractor is found to have infringed a patent, the Contractor shall either replace the part or process with a non-infringing part or process approved by the Owner, or secure the right to use the infringing part or process. Either choice shall be at the Contractor's expense.

26. MATERIALS AND EQUIPMENT:

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Owner in each case.

27. GUARANTEE:

Contractor shall guarantee that all products are in accordance with the manufacture's guarantees, warranties, or Policies. Any replacement of defective material or materials will be made in accordance with such guarantee or warranty policies but, in any case, responsibility ends with the replacement of the defective part or parts, and no responsibility will be assumed for unauthorized repair or replacement of said equipment. Nor any expense will be incurred due to failure of said equipment excepting replacement of its defective part or parts by the manufacturer and in accordance with said manufacturer’s policies.

Contractors warranty against defects in material and workmanship shall extend two years from the date of final payment.

28. INSURANCE:

The Contractor shall secure and maintain throughout the duration of this contract insurance of such types and in such amount as may be necessary to protect himself and the interest of the Owner against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Owner but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work
on this contract. The certificates shall state that 30 days advance written notice will be given to the Owner before any policy covered thereby is changed or canceled.

The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

28.1 WORKERS COMPENSATION INSURANCE COVERAGE:

(A) Definitions:

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

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Obtain from each other person with whom it contracts, and provide to the contractor:
   a. A certificate of coverage, prior to the other person beginning work on the project;
   and
   b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

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

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

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

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

28.2 COMPREHENSIVE AUTOMOBILE LIABILITY:

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.
The liability limits shall not be less than:

- **Bodily injury**: $250,000/person  
  $500,000/occurrence
- **Property Damage**: $100,000/occurrence

The insurance shall be of the occurrence type and name the Owner as an additional insured.

28.3 **COMPREHENSIVE GENERAL LIABILITY:**

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act of omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the article entitled DEFENSE OF SUITS.

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

- **Bodily Injury**: $250,000/person  
  $500,000/occurrence
- **Property Damage**: $500,000/occurrence  
  $500,000/aggregate

The insurance shall be of the occurrence type and name the Owner as an additional insured.

28.4 **BUILDER'S RISK:**

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment no otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds $10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

28.5 **INSTALLATION FLOATER:**

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage’s designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.
29. **DEFENSE OF SUITS:**

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

30. **PATENT INDEMNITY:**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. But, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

31. **INDEMNITY AND RELEASE:**

The Contractor is solely responsible for and shall defend, indemnify, and hold Owner (or any of Owner’s representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys’ fees) arising out of resulting from or occurring in connection with the performance of the work that is (I) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to contractor, its agents or employees, whether occasioned by contractor or its employees, the owner or his employees, or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

32. **FINAL PAYMENT AND RELEASE:**

Acceptance by the Contractor of last payment shall be a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

33. **INSPECTION:**

The Owner shall have the right, without extra charge therefore; to inspect all materials and equipment supplied under this contract at any time, including the place of manufacture, either during performance of the work, on final inspection, or during any applicable warranty period. The Owner or its designated representative shall have the right to reject equipment, materials and work not complying with the requirements of this contract. The Owner shall notify the Contractor in writing that such equipment, material or work is rejected. Thereupon, rejected work shall be satisfactorily corrected, rejected equipment shall be satisfactorily repaired or replaced with satisfactory equipment, and rejected material shall be satisfactorily replaced with satisfactory material, all in accordance with the contract, and the Contractor shall promptly segregate and remove rejected materials and equipment from the premises. All such correcting, repairing, replacing, and removing shall be by and at the expense of the Contractor.
The Owner will perform inspections in such a manner so as not to delay the work unreasonably, and the Contractor shall perform its work in such a manner as not to delay inspection unreasonably.

34. **FINAL INSPECTION:**

When the work has been completed and at a time mutually agreeable to the Owner and Contractor, the Owner will make a final inspection of the work as to the acceptability and completeness of the work.

35. **CLAIMS FOR LABOR AND MATERIALS:**

The Contractor shall pay all subcontractors and other persons furnishing labor or materials for the work from the contract amount. The Contractor is aware of and is fully informed of the Contractor's responsibility under article 601f V.T.C.S. pertaining to payments for goods and services contracted for by State agencies or political subdivisions, applies to construction contracts. The Contractor shall be responsible for payment to vendors and subcontractors in accordance with Chapter 2251, Texas Government Code. No third party shall have any contractual privity with the Owner. The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this contract. When requested by the Owner, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this contract, for which the Owner may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained money due the Contractor which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured.

Before final acceptance of the work by the Owner, the Contractor shall submit to the Owner in duplicate a notarized affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the surety shall also be submitted consenting to the making of the final payment.

36. **ESTIMATES AND PAYMENTS:**

On or about the first day of each month the Contractor shall make an estimate of the value of the work completed and of unused materials stored on the site. The Contractor and the Owner shall review the estimate prior to submitting the formal invoice to the Owner. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials which do not conform to the drawings and specifications will be deducted from the estimated value by the Owner.

The Contractor shall furnish to the Owner such detailed information as he may request to aid in the preparation of monthly estimates. After each estimate has been found acceptable, the Owner will process and pay such invoices within 30 days to the Contractor 90% (100% less 10% retainage) of the estimated value less any previous payments. The Contractor shall be responsible for payment to vendors and subcontractors in accordance with article Chapter 2251, Texas Government Code.

Payments for materials stored on the site shall be based only upon the actual costs of such materials to the Contractor and shall not include any overhead or profit to the Contractor.

After official acceptance of the work, the Owner will prepare a final estimate of the work done under this contract. Preparation of the final estimate will not be made until the affidavit and statement required in the article entitles CLAIMS FOR LABOR AND MATERIALS have been received. The Owner will, within 30 days thereafter, pay the entire balance due after deducting all amounts to be retained under any provision of this contract.

Payments to the contractor involving federal funding will require the contractor to submit a copy of the current wage rate for that project with each request for payment.

36.1 **PAYMENTS:**

Payments may be withheld by Owner for (1) defective work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials
or equipment, (4) reasonable evidence that the work cannot be completed for the unpaid balance of the contract price, (5) damage to the Owner or another contractor, (6) reasonable evidence that the work will not be completed by the scheduled work completion date and that the unpaid balance of the contract price would not be adequate to cover actual or liquidated damages for the anticipated delay, (7) persistent failure to carry out the work in accordance with the Contract Documents or (8) statutory retainage as described in Chapter 53 of the Texas Property Code.

37. LIENS:
Neither the Contractor, nor any of his subcontractors, workers or suppliers shall have the right of lien against the work performed under this contract, or any property of the Owner to secure payment for labor and materials.

38. STATE LAW:
This contract is performable in the State of Texas and shall be governed by the laws of the State of Texas. Venue on any suit hereunder shall be in Dallas County, Texas.

39. PROHIBITION OF BOYCOTT ISRAEL:
Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

SPECIFICATIONS - GENERAL

**Project Name:** E. Cleveland Street 18” Wastewater Relief Line  
**Scope:** Install approximately 1,500 linear feet of 18 PVC wastewater line’ following the City of Hutchins 2024 Construction Details  
**Location:** 1150 E. Cleveland Street, Hutchins, TX 75141

SITE INVESTIGATION & EXISTING UTILITIES:
The Contractor shall carefully examine the site and satisfy himself about all conditions, which can in any way affect the work or the cost thereof.

SPECIFICATIONS:
All construction must comply with current City of Hutchins standards and specifications and the North Central Texas Council of Government Public Works Standard Specifications.

PROPOSAL:
Bidders shall fill out the proposal completely, stating all prices in both script and figures.

The prices bid in the proposal shall be full compensation for all material, labor, equipment and incidental items required to complete the project ready for use. The cost of all material, labor, equipment and incidental work required to complete the project ready for use must be included in the unit or lump sum prices for the bid items provided in the proposal, and no direct compensation will be made for any other work. In case of error, ambiguity, or lack of clearness the Owner reserves the right to consider the bid in the manner that is most advantageous to the Owner.

ADDENDA:
Bidders desiring further information, or interpretation of the specifications, must make request for such information in writing to the City’s Director of Public Works, prior to 48 hours before the bid opening. Answers to all such Addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in or omissions from the specifications, or other contract documents, or
should he be in doubt as to their meaning, he should at once notify the City’s Director of Public Works in order that a Written Addendum may be sent to all bidders. Any Addenda issued prior to 24 hours of the opening of bids will be mailed or delivered to each Contractor contemplating the submission of a proposal on this work. The proposal as submitted by the Contractor is to include any Addenda if such are issued by the City’s Director of Public Works prior to 24 hours of the opening of bids. Verbal changes in the work, made prior to submission of bids will not be binding.

SPECIFICATIONS/CONTRACT DOCUMENTS:

Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and are not to be taken as part of the Specifications and are, furthermore, not to be taken as a correct and complete segregation of the several units of material and labor. No responsibility, either direct, or implied, is assumed by the Director of Public Works/Owner for omissions or duplications by the Contractor or his Sub-Contractor, due to real or alleged error in arrangement of matter in these Contract Documents.

CONFLICTS BETWEEN SPECIFICATIONS AND PROPOSAL:

In the event of conflicts between methods of measurement and payments for the various items of work between the Proposal and the Specifications, the Proposal shall prevail.

CLEAN-UP:

The Contractor shall, always, keep the site free from accumulation of waste material, debris, or rubbish caused by his employees or work. At the completion of the work, he shall remove from the site all his tools, surplus materials, debris, and shall leave the site and his work "broom clean", or its equivalent at his expense, unless otherwise noted on the drawings or specified herein.

TESTING:

Testing will be done as outlined by the specifications and/or the North Central Texas Council of Government Standard Specifications for Public Works Construction as adopted by the City of Hutchins.

BARRICADES, WARNING AND DETOUR SIGNS:

The contractor shall not close a street to traffic or interfere with traffic movement on a street without first notifying the Director of Public Works and securing permission to do so. When any street or any section of a street is closed, or traffic flow is restricted, the Contractor shall furnish and maintain barricades, warning and directing signs, lights and red flags along the entire street within the limits of the project in accordance with the Texas Manual of Uniform Traffic Control Devices. All lights shall be kept burning between the hours of sunset and sunrise.

All expense incurred for furnishing and maintaining flagmen, barricades, warning and directing signs, flags and lights and any incidentals necessary for the proper direction, safety and convenience of traffic during the contract period shall be borne by the Contractor.

Flagmen shall be provided when deemed necessary by the Director of Public Works or his representative.

PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference will be scheduled with awarded vendor. Work should not be started prior to this meeting.

All public utility companies, contractors and sub-contractors, along with any and all Municipal Departments will be in attendance so that work coordination will occur. Contractor will submit sequence of work for the project at this time.

SANITARY FACILITIES:

The Contractor shall acquire and maintain sanitary facilities at a location satisfactory to the Owner, for
use by the employees of the Contractor. They shall be well ventilated, but provide concealment, and shall be kept scrupulously clean at all times by the Contractor. The facilities shall be removed and the site restored to its original condition upon completion of the work. All such facilities shall conform to the requirements of State and local health authorities, ordinances and laws.

"Porta Can" or other similar facilities, which may be rented from commercial concerns, will be acceptable.

CONSTRUCTION WATER:
The Contractor will not be charged for construction water, however, he must obtain a meter from the Water Department to account for water usage.

The Contractor shall not operate any fire hydrants without the knowledge and permission of the City or their representative. The Contractor will not operate any existing valves in the city of Hutchins.

HOLD HARMLESS AGREEMENT:
Prior to any commencing work or storing materials on private property, the Contractor shall arrange for permission to do the work or storage from each property owner. The Contractor shall be responsible for obtaining a "Hold Harmless Agreement" for the City with each property owner. This should be in writing and one copy given to the City for their files.

EXCAVATION:
No classification will be made for any materials to be excavated under this contract, regardless of the type of material encountered or the methods and equipment required to complete the excavation. No extra compensation will be allowed for encountering different types of material on this project.

Payment for excavation, loading, hauling, sprinkling, manipulation and compact of this material will be bid in accordance with the proposal.

All fill embankment shall be compacted to not less than 95% of test method Tex II3E at optimum moisture content (plus four points).

The excess excavation material resulting in this project shall be disposed of by the Contractor (at his expense) at sites approved by the City.

PAYMENT FOR OVERTIME CHARGES:
The Contractor will be responsible for payment of overtime charges for the Construction Inspector before 8:00 a.m. and after 4:30 p.m. (Monday through Friday) and on Saturdays. The charges will be at a rate of $47.00 per hour (minimum two (2) hours). This will be paid in full before final acceptance of the project.

PROTECTION OF TREES, PLANTS, AND SOIL:
Any trees or other landscape features scarred or damaged by the Contractor's operations shall be restored or replaced at the Contractor's expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of 1" (one inch) diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing. Contractor is to notify property Owner before pruning begins. The Contractor shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the Contractor shall take immediate measure to prevent further erosion and restore the disturbed surface with topsoil at completion of the work.

PROJECT SIGNS:
Project Signs are not required; however, all contractor vehicles and equipment must have company logo or signage on each side of each vehicle or equipment. Rented equipment must have the name
of the rental company on each side of the equipment or vehicle. The Contractor will install the above signs at his expense.

**TRAFFIC CONTROL:**

If required, the Contractor must provide to the office of the Public Works Director a typical traffic control plan complying with the Texas Manual of Uniform Traffic Control Devices (TMUTCD). The traffic control plan must be submitted prior to contractor starting work.

The traffic control devices must be easily legible, in good condition, attached to a flexible base and may be either roll-up, wood or metal. They must be the size specified in the TMUTCD per representative speed limit, time of day, period of day and be installed and maintained in conformance with the submitted traffic control plan before the contractor will be allowed to begin work within City Right-Of-Way.

**NIGHT OPERATIONS:** All Traffic Control signs, barricades and warning devices must be changed to the required standards for nighttime operations as per TMUTCD.