



BID NUMBER: 26-08

SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR THE:

**Lakeshore Drive and Harvest Hill**  
**Road Improvements**

CITY OF CLEBURNE, TEXAS  
PUBLIC WORKS DEPARTMENT

Prepared By:

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City of Cleburne. 10 N Robinson Street. Cleburne, Texas 76031.

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## CITY OF CLEBURNE

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**ADVERTISEMENT FOR BID**

**Publish Dates:**

**Saturday, April 18, 2026**

**Saturday, April 25, 2026**

**Bid Opening Date:**

**Monday, May 11, 2026 @ 1:30 P.M. (CST)**

Notice to Bidders

The City of Cleburne, Johnson County, Texas is soliciting Sealed Bids for the following:

**Bid#: 26-08 Lakeshore Drive and Harvest Hill Road Improvements:**

Bids must be received in the office of the City Secretary at 10 N. Robinson Street by **1:30 P.M. (CST), Monday, May 11, 2026**, at which time the bids will be opened and publicly read.

A non-mandatory pre-bid conference will be held at **11:00 A.M. (CST), Friday, April 24, 2026**, at 10 N. Robinson Street, Cleburne, Texas.

Bids received after the above-specified time will not be considered.

The CONTRACT DOCUMENTS are available electronically from the following websites: <http://www.civcastusa.com> and on the City's website at [www.cleburne.net](http://www.cleburne.net) on the Purchasing Department page.

### Detailed Bid Notification

The City of Cleburne, Texas will receive Sealed Bids for the following project:

## **Bid No. 26-08 : Lakeshore Drive and Harvest Hill Road Improvements:**

### **Bid Submittal:**

- o Bids must be received in the office of the City Secretary at 10 N. Robinson Street, Cleburne, Texas, 76031 by **1:30 P.M. (CST), Monday, May 11, 2026**, at which time they will be opened and publicly read.
- o Bids submitted by US mail should be sent to: Attn: City Secretary's Office, P.O. Box 677, Cleburne, Texas 76033.
- o **All bids** shall be submitted in sealed envelopes CLEARLY MARKED with the **Vendor Name and Bid Number** on the outside envelope. Bids received after the above-specified time will not be considered.
- o The City of Cleburne will not be responsible if the U.S. Postal Service or any other courier system fails to deliver the sealed bid to the City of Cleburne by the given deadline above. Emailed or facsimile of Proposals will not be accepted.
- o Each bid shall be accompanied by a cashier's check or certified check made payable to the City of Cleburne, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5%) percent of the total bid. The bid security must be enclosed in the same envelope with the bid.

**Pre-bid Conference:** A non-mandatory pre-bid conference will be held on **11:00 A.M. (CST), Friday, April 24, 2026**, at the City of Cleburne City Hall, Council Chambers, 10 N. Robinson Street, Cleburne, Texas.

### **Contract Documents Available:**

- o The contract documents are available electronically from the following website: <http://www.civcastusa.com>. This website will be updated with addenda, plan holder lists, bid tabulations, additional reports or other information relevant to bidding the Project. Official plan holders list will only be the list maintained by the City. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically check for Addenda which may have been posted on the Civcast USA website.
- o The CONTRACT DOCUMENTS are also available on the City's website at [www.cleburne.net](http://www.cleburne.net) on the Finance page under Bid Opportunities, but this site will NOT be updated with any additional information except any Addenda, if issued.

**Question Submittal:** Any questions or communications shall be in writing. Written questions regarding details of the project will be accepted until **12:00 P.M. (CST), Friday, May 1, 2026**. Written questions may be submitted through the [www.civcastusa.com](http://www.civcastusa.com) website or directed to the purchasing agent in writing ([purchasing@cleburne.net](mailto:purchasing@cleburne.net)) and answers will be posted through Civcast.

The City of Cleburne reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the City of Cleburne for a period not to exceed 30 days from the date of bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

## Section B

# GENERAL INSTRUCTIONS TO BIDDERS

## GENERAL INSTRUCTIONS FOR BIDDERS

### 1.1 GENERAL CONDITIONS

The City of Cleburne, Johnson County, Texas is accepting sealed bids for **26-08 Lakeshore Drive and Harvest Hill Road Improvements**. In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from that company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The person submitting a quote on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. [ONLY IF MORE THAN \$100K AND COMPANY HAS MORE THAN 10 FTEs]

In accordance with Texas Senate Bill 19, 87th Legislature prohibits contracts with companies that discriminate against firearm or ammunition industries. The person submitting a quote on behalf of a company verifies that the company does not discriminate against firearm or ammunition industries.

In accordance with Texas Senate Bill 139, 87th Legislature prohibits contracts with and investments in certain companies that boycott energy companies. The person submitting a quote on behalf of company verifies that the company does not boycott energy companies. [ONLY IF MORE THAN \$100K AND COMPANY HAS MORE THAN 10 FTEs]

All questions concerning this bid package may be posted to the [www.civcastusa.com](http://www.civcastusa.com) website or directed to the Purchasing Agent **in writing**.

Purchasing Agent  
PO Box 677  
Cleburne, Texas  
[purchasing@cleburne.net](mailto:purchasing@cleburne.net)

Bidders are cautioned that any statements made by the contact person or other City of Cleburne staff that materially changes any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written addendum to the bid document.

Any addenda that is generated for this project will be posted on the following websites: <https://www.civcastusa.com> , <http://www.cleburne.net/index.aspx?nid=207>. It is the responsibility of any potential bidder to regularly check for addenda for this bid.

## 1.2 PREPARATION OF BID

Each bid must be submitted on the prescribed forms. Forms must be completed in ink or typewritten; all blanks must be filled in both word and figures.

No rider or condition shall be placed on the bid, the language of which cannot be interpreted as a firm bid and which is not clear as to the meaning.

Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any original wording of any portion of the bid document may be just cause for rejection of the bid. The City of Cleburne reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.

Corrections or modifications to bidder supplied information (i.e., product information, pricing, etc.) may be made prior to bid opening date and time by an authorized representative of the bidding firm. Corrections shall be initialed in ink adjacent to each correction by the person signing the bid.

Corrections or modifications received after the closing time specified on the bid form will not be accepted.

## 1.3 DOCUMENTATION

Bidder shall provide, with this bid package, all documentation required in the specifications. Failure to provide this information may result in rejection of bid.

## 1.4 EXPENSE INCURRED IN BID PREPARATION

The City of Cleburne accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

## 1.5 BID SUBMISSION

It shall be the responsibility of each Bidder to ensure his/her bid is delivered to the City of Cleburne on or before **1:30 P.M. (CST), Monday, May 11, 2026**. Bids received after the time stated above will be considered **ineligible and returned unopened**.

Item	Anticipated Schedule
Bid Release & Publication	Saturday April 18 <sup>th</sup> , 2026 Saturday April 25 <sup>th</sup> , 2026
Non-Mandatory Pre-Bid Conference	11:00 A.M (CST) Friday April 24 <sup>th</sup> , 2026
Deadline to receive written inquiries	12:00 P.M (CST) Friday May 1 <sup>st</sup> , 2026
Deadline to answer written inquiries	12:00 P.M (CST) Wednesday May 6 <sup>th</sup> , 2026
Bid Opening Date (deadline for submitting bids)	1:30 P.M (CST) Monday May 11 <sup>th</sup> , 2026

## 1.6 SUBMISSION PROCESS

All attached bid documents are to be returned completely filled out, totaled and signed. Envelopes containing bids ***must be sealed***.

Interested bidders must submit a RESPONSE PACKAGE of one (1) signed original marked Original as well as two (2) additional signed copies marked Copy submitted in a sealed envelope addressed to the **CITY SECRETARY**. No telephone, telephonic or fax bids will be accepted.

Bids will only be accepted sealed, delivered in person, by U.S. Postal Service, Federal Express, UPS, etc. The City is not responsible for missing, lost or late delivery. Any Bids received after the time set will not be considered.

Bids are due no later than **1:30 P.M. (CST)**, on **Monday, May 11, 2026**. All bids must be bound and sealed when submitted. Bid packets must be addressed and delivered to one of the addresses listed:

**CITY OF CLEBURNE**

**CITY OF CLEBURNE**

**CITY SECRETARY**

**CITY SECRETARY**

**BID# 26-08** Lakeshore Drive and Harvest Hill Road Improvements

**BID# 26-08** Lakeshore Drive and Harvest Hill Road Improvements

**10 NORTH ROBINSON STREET**

**P. O. BOX 677**

**CLEBURNE, TEXAS 76031**

**CLEBURNE, TEXAS 76033**

**The outside of the sealed envelope or container must state:**

**Vendor's Name**

**Bid#: 26-08 Lakeshore Drive and Harvest Hill Road Improvements**

Bids received after the above date and time submission deadline will be rejected.

All bids must be in the possession of the **CITY SECRETARY** at or before the date and time specified. Bids received by mail after that time, whether postmarked prior, will not be accepted. It is the bidder's responsibility to allow sufficient time for the delivery of the bid by whatever means selected by the bidder. The only acceptable evidence to establish the time of receipt at the office of the City Secretary is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any original wording of any portion of the bid document may be just cause for rejection of the bid. The City of Cleburne reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.

**1.7 ADDENDA**

Any interpretations, corrections or changes to this Request for Bid package will be made by addenda. Sole issuing authority of addenda shall be the City of Cleburne, Johnson County, Texas, Purchasing Agent.

Any addenda that is generated for this project will be posted on the following websites: <https://www.civcastusa.com>, <http://www.cleburne.net/index.aspx?nid=207>. It is the responsibility of any potential bidder to regularly check for addenda for this bid.

**1.8 BID WITHDRAWAL**

After bids are opened, bidders shall not withdraw or cancel such bids and all sums deposited with such bid or bid will be held by the City of Cleburne until all bids or bids timely submitted have been canvassed and award of contract made, signed and, if a performance bond is required, furnished and approved. All sums deposited with bids or bids will then be returned to the respective bidders.

A bidder may withdraw a bid, if the City of Cleburne fails to award or issue a notice of intent to award the bid, within sixty (60) calendar days after the date fixed for the opening of bids.

No partial withdrawals are permitted. Only complete bid withdrawals are permitted.

### **1.9 NON-MANDATORY PRE-BID CONFERENCE**

All persons desiring to bid on this project may attend the **pre-bid conference** scheduled for **11:00 A.M. (CST), Friday, April 24, 2026**, at **10 North Robinson Street Cleburne Texas 76031, City Council Chambers**. Questions and concerns regarding the bidding process or specifications must be submitted in writing via emailed to the listed contact person.

### **1.10 BIDDER CERTIFICATION**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

### **1.11 QUALIFICATIONS OF BIDDER**

CONTRACTOR must be thoroughly familiar with all aspects required in this bid package. CONTRACTOR shall furnish the number of years' experience for providing these types of services and materials required. In addition, CONTRACTOR shall furnish a list of locations where he has performed this type of service, giving the name of the company, location address, telephone number, contact person and the year project was completed. The CONTRACTOR must have completed three (3) comparable projects within the past forty-eight (48) months.

The City may make such investigations and inquiries, as it deems necessary to determine the qualification of any bidder to perform the work outlined. The bidder shall furnish to the City all information and data for this purpose as the City might request. The City reserves the right to reject any bid if his investigation of the bidder's qualifications fails to satisfy the City that the bidder is fully qualified to carry out the obligations of the contract. No conditional bid will be accepted. All bids submitted by CONTRACTORS barred by the City of Cleburne will be rejected.

### **1.12 BIDDING, AWARD OF CONTRACT AND NOTICE TO PROCEED**

It is the intent of the City to select a vendor that has the necessary background, qualifications, and experience.

The City reserves the right to accept or reject any, all, or any part of any bid, and to waive informalities.

Award of contract will be made either to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the City of Cleburne. The City of Cleburne reserves the right to award the bid based alternate bid item(s), if any.

### **1.13 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to this solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

### **1.14 COLLUSION AMONG BIDDERS**

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders.

### **1.15 COOPERATIVE PURCHASING**

The City of Cleburne participates in the State of Texas Cooperative Purchasing Program administered by the Texas Building and Procurement Commission. Where applicable the City of Cleburne will compare bid prices from Cooperative Purchasing Programs and award to the bidder providing the lowest or best value.

Subject to Section 271.102, Texas Local Government Code, governmental entities utilizing Inter-Local Cooperative Purchasing agreements with the City of Cleburne will be eligible, but not obligated, to purchase materials or services under this contract awarded as a result of this solicitation. All purchases for materials and services by Governmental Entities other than the City of Cleburne will be ordered by and billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Cleburne will not be responsible for another Governmental Entity's debts. Should other Governmental Entities decide to participate in this contract, the Vendor agrees that all terms, conditions, specifications, and pricing would apply.

#### **1.16 VENDOR PROTEST**

If a vendor would like to issue a formal protest with the City of Cleburne concerning this solicitation, the protest must be tendered to the Purchasing Department within 48 hours after the Award by the City Council. The protest must be typed, include the bid or bid number, date and time of the Bid Opening, statement of the aggrieved situation, and the protest must be signed by an authorized party of the vendor company.

Within 24 hours of receipt of the protest, the City will invoke a peer panel review consisting of the City Manager, Director of Finance, and a staff member appointed by the City Manager. This panel will review the protest and all relevant documentation provided by the vendor and the Purchasing Department. After reviewing all evidence and supporting documentation, the panel will render a decision on the validity of the protest and any findings and recommendations that could be so warranted. The recommendation will be forwarded to the Purchasing Department and the Vendor.

#### **1.17 CONDITIONS OF WORK**

The Contractor shall fully acquaint themselves with all existing conditions and limitations affecting the work, including (without limitation) all property lines, utility locations, existing improvements, elevations, and site and local conditions. All dimensions and clearances necessary to the work, as indicated on the drawings and contained in the specifications, shall be verified by the Contractor at the job site and the Contractor shall report any discrepancies to the City for adjustment before any work affected thereby is prosecuted.

Each bidder shall inform themselves fully of the conditions relating to the construction of the project. They should carefully examine specifications, visit the job site, and familiarize themselves with all conditions relating to construction costs. Failure to do so will not relieve the successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

If a bidder should find discrepancies in the specifications, or in any other document relating to the project, he should at once ask for clarification from the City. Failure to receive written clarification from the City prior to submitting the bid will not relieve the successful bidder of the obligation to carry out the provisions of the contract. An addendum to the Plans and Specifications, if so needed, will be sent to all prospective bidders known who have met bidding requirements. Requests for clarification or interpretation should be made to the City and no other party.

#### **1.18 ELIGIBLE BIDDER**

Bidders are limited to those persons or firms qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required. The bidder may be required before the award of any bid to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the product or service specified therein in a satisfactory manner. The bidder may be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to provide the product or service, and the bidder shall furnish the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the bid.

All bids will be signed by an authorized officer or agent of the bidding company or person. Bidder shall not bid as an agent for another person or company unless the Bidder specifies on the bid that they are bidding as an agent. The bidder shall specify that they are an agent by following this example format:

XYZ Company as agent for ABC Company, or  
John Smith as agent for ABC Company

**1.19 SUBLETTING**

The contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence, work of a value of not less than thirty percent (30%) of the value embraced in the contract. If the Contractor sublets any part of the work to be done under these Contract Documents, they will not under any circumstances be relieved of the responsibility and obligation assumed under these Contract Documents. All transactions of the City will be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen of the Contractor and shall be subject to the same requirements as to character and competency. The City will not recognize any subcontractor on the work. The Contractor shall at all times, when the work is in operation, be represented either in person or by a superintendent or other designated company representatives.

**1.20 CONFLICT OF INTEREST**

No City of Cleburne employee or elected official of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, material, supplies or services, in accordance with V.T.C.S., Local Government Code, Title 5, Subtitle C, Chapter 171.

In accordance with Local Government Code Section 1, Subtitle C, Title 5, Chapter 176, all current and potential city vendors must complete the Conflict-of-Interest Questionnaire. This form must be returned with the submitted bid. Failure to submit this form is a Class C Misdemeanor.

**1.21 ASSIGNMENT OF CONTRACT**

The Contractor shall not assign, transfer, sublet, convey, or otherwise dispose of the contract or his rights, title, or interest in or to the same or any part thereof without the previous consent of the Owner expressed by resolution of the City Council and concurred in the Sureties.

If the Contractor does, without such previous consent, assign, transfer, sublet, convey, or otherwise dispose of the contract or his right, title, or interest therein or any part thereof, to any person or persons, partnership, company, firm, or corporation, or does by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract may, at the option of the Owner be revoked and annulled, unless the Sureties shall successfully complete said contract, and in the event of any such revocation or annulment, any monies due or to become due under or by virtue of said contract shall be retained by the Owner as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

**1.22 BEGINNING AND COMPLETION TIME**

The Contractor must begin work within 10 days from the date of the notice to proceed. The project has an estimated completion time of 600 days. Contractor shall be substantially complete with the proposed roadways to facilitate opening of the Park project within 540 calendar days. Final completion of the project will be in 600 calendar days.

**1.23 LIQUIDATED DAMAGES**

A. For each calendar day that any work shall remain incomplete after the time specified in the proposal and the contract, or the increased time granted by the City, the sum per day given in the following schedule will be deducted from the monies due the CONTRACTOR, not as a penalty but as liquidated damages:

Amount of Contract		Amount of Liquidated Damages Per Day
Less than	\$ 5,000.00	\$1,000.00
\$ 5,000.00 to	14,999.99	1,000.00
15,000.00 to	24,999.99	1,000.00
25,000.00 to	49,999.99	2,500.00
50,000.00 to	99,999.99	2,500.00
100,000.00 to	499,999.99	2,500.00
More than	500,000.00	2,500.00

B. This sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but it shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages, and the City may withhold from the CONTRACTOR'S compensation such liquidated damages.

**1.24 BID SECURITY**

Each bid shall be accompanied by a cashier's check or certified check made payable to the City of Cleburne, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, in the amount of five (5%) percent of the total bid amount. The bid security must be enclosed in the same envelope with the bid.

No bid will be considered without an accompanying bid security.

**1.25 PERFORMANCE AND PAYMENT BONDS**

The successful bidder must furnish bonds, from an approved surety company holding a permit from the State of Texas to act as surety and being acceptable to the City, or a non-revocable bank letter of credit in a form acceptable to the City for the following:

Performance Bond	100% of contract price (for contracts over \$100,000.00)
Payment Bond	100% of contract price (for contracts over \$25,000.00)

In addition, in the event that the total cost submitted, including alternatives is less than twenty-five thousand dollars (\$25,000.00) a respondent may elect to forgo any payment for the project until the work is completed and accepted by the City Council. The successful respondent will be required to furnish a signed **notarized** document from each claimant, showing that all claimants who have furnished labor or materials have been paid in full prior to acceptance by the City Council.

## **1.26 INSURANCE**

CONTRACTOR, performing as an independent Contractor hereunder, shall be fully responsible for providing Workman's Compensation with Employer's Liability, Commercial General Liability, and Automobile Liability coverage as required by the state of Texas.

The insurance coverages or plan shall name the City of Cleburne, its officials, employees and volunteers, (collectively, the "City") as an additional insured. CONTRACTOR shall furnish a certificate of insurance or other evidence of the required coverage prior to commencement of work under the agreement.

CONTRACTOR shall provide a certificate of insurance compliance within 10 calendar days after notification of award. Certificates must include, name and address of insurance company (must be authorized by the State of Texas to transact business in the State of Texas or be named on the approved listing of non-admitted insurers); Policy Number; and liability coverage and amounts.

**(THE CITY OF CLEBURNE INSURANCE REQUIREMENT AFFIDAVIT MUST BE RETURNED WITH BID.)**

## **1.27 CONTRACTOR SHALL:**

- A. provide coverage for its employee services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- B. provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- C. provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- D. 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;
- E. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- F. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- G. post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act of other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at

least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2 provided by the commission on the sample notice, without any additional words of changes:

(Figure 2)

#### REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment of materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

- H. 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 for all of its employees' providing services on the project, for the duration of the project;
  2. provide a certificate of coverage to the contractor prior to that person beginning work on the project;
  3. include in all contracts to provide services on the project the language in subsection (e)(2) of this rule;
  4. 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;
  5. 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) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  6. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  7. 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

8. contractually require each other person with whom it contracts, to perform as required by paragraphs (A)-(H), with the certificate of coverage to be provided to the person for whom they are providing services.
9. The contractor shall contractually require each person with whom it contracts to provide services on project, to:
  - a) 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 of its employees' providing services on the project, for the duration of the project;
  - b) 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;
  - c) 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 coverage ends during the duration of the project;
  - d) obtain from each other person with whom it contracts, and provide to the contractor;
    - (1) a certificate of coverage, prior to the other person beginning work on the project; and
    - (2) 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;
  - e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - f) 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
  - g) contractually require each person with whom it contracts, to perform as required by paragraphs a) - g), with the certificates of coverage to be provided to the person for whom they are providing services.
- I. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting or 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.

- J. Successful bidder will be required to electronically create a Form 1295 through the Texas Ethics Commission website ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and submit a signed and notarized copy of the form to the City per section 2252.908 of the Government Code. A contract, including City-issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.
- K. Cleburne is an EEO employer. The EEOP report is available on [www.clebume.net](http://www.clebume.net) or by request.
- L. 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.

Certifications should be submitted to:

City of Cleburne  
Purchasing Agent  
[purchasing@cleburne.net](mailto:purchasing@cleburne.net)  
P.O. Box 677  
Cleburne, TX 76033-0677

#### **1.28 WAGE RATES**

Wage rates paid on this project shall not be less than those indicated on the Wage Rate Schedule included herein. These rates have been established by the City of Cleburne in compliance with statutory requirements and prevailing wages in the locality of the project.

#### **1.29 ANTITRUST**

By entering into a contract for goods or services with the City of Cleburne, the successful bidder conveys, sells, assigns, and transfers to the City of Cleburne, Texas, all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Texas that relate to the particular good or service purchased or acquired by the City of Cleburne under said contract.

#### **1.30 APPLICABLE LAW**

The contract shall be governed in all respects by the laws of the State of Texas, and any litigation with respect thereto shall be brought in the courts of the State of Texas. The successful bidder shall comply with applicable federal, state, and local laws and regulations.

#### **1.31 ASSIGNMENT**

The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Cleburne.

#### **1.32 BID ACCEPTANCE PERIOD**

Any bid submitted as a result of the solicitation shall be binding on the bidder for sixty (60) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

#### **1.33 NONCONFORMING TERMS AND CONDITIONS**

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City of Cleburne reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

### 1.34 LIABILITIES

The vendor shall hold the City of Cleburne, its officers, agents, servants and employees harmless from liability of any nature or kind because of the use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid and agrees to defend, at vendor's own expense, any and all actions brought against the City of Cleburne or the bidder because of the unauthorized use of such articles.

### 1.35 ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this bid document. All modifications to this bid document shall be made by the official issuance of an addendum by the Purchasing Agent of the City of Cleburne.

### 1.36 REFERENCES

The City of Cleburne may request the bidder to supply, with this bid package, a list of at least three (3) references where like services or products have been supplied by their firm. If requested, include the name of the firm, mailing address, telephone number and contact person.

### 1.37 RIGHTS RESERVED

This bid must comply with all federal, state and local laws concerning this product or service.

The City of Cleburne reserves the right to accept or reject any or all bids, to accept a bid in part or in whole, to waive informalities or irregularities and to award bid to the lowest responsible bidder(s).

### 1.38 SELECTION CRITERIA FOR COMPETITIVE SEALED PROPOSALS

The City of Cleburne will use the following criteria for determining the bidder that provides the Best Value Bid Proposal.

Criteria	Points Awarded
1. Overall Proposal Cost (See item 1 below)	50
2. Previous work history with the City of Cleburne	10
3. Work History of a minimum of five (5) similar municipal projects demonstrating project delivery within the contract time and within the contract budget	25
4. References	15
<b>Total Points</b>	<b>100</b>

#### 1. Overall Proposal Cost (50 Points)

The lowest overall proposal cost will receive the full 50 points. Any proposal with a total cost within fifteen percent (15%) of the lowest proposal will also receive the full 50 points. Proposals exceeding 15% of the lowest proposal cost will be scored proportionally using the following formula:

$$\text{Score} = 50 \times (\text{Lowest Proposal Cost} \div \text{Proposal Cost})$$

#### 2. Previous Work History with the City of Cleburne (10 Points)

Contractors shall submit one (1) single-sided page, minimum 12-point font, identifying projects currently under contract with the City of Cleburne or completed for the City of Cleburne within the last forty-eight (48) months. Evaluation will consider quality of work, adherence to schedule, responsiveness, and overall performance.

### 3. Similar Municipal Project Experience (25 Points)

Contractors shall submit one (1) single-sided page, minimum 12-point font, demonstrating experience on up to five (5) municipal projects. Submittals shall include:

- a) Original Contract Time allotted to the Project
- b) Original Cost of the Project
- c) Final Time of Completion of the Project
- d) Final Cost of the Project
- e) Current contact information for the Municipality's Project Manager for the Project
- f) Consulting Design Engineer.

### 4. References (15 Points)

Contractors shall submit one (1) single-sided page, minimum 12-point font, listing a minimum of five (5) references for projects completed within the last forty-eight (48) months. Reference information shall include:

- a) Reference name
- b) Current telephone number
- c) Current email address
- d) Associated project name
- e) Associated project cost
- f) Project completion date

### 5. Responsiveness

Proposals that fail to include the required pages for Previous Work History with the City of Cleburne, Similar Municipal Project Experience, or References may be deemed non-responsive and subject to rejection. Proposals that include the required pages but contain incomplete, unclear, or insufficient information may be considered responsive; however, such deficiencies may result in a reduced score in the applicable evaluation category.

The City reserves the right to verify all information submitted, evaluate proposals based on the stated criteria, and award the contract to the proposer determined to provide the best value to the City.

## Section C

# PREVAILING WAGE RATES



Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION

"



## Section D

### REQUIRED FORMS

**RETURN ALL PAGES IN THIS SECTION WITH BID**

**ETHICS STATEMENT**  
(Complete and Return this Form with Proposal)

The undersigned firm, by signing and executing this RFP, certifies and represents to the City of Cleburne that the firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07 (a) (6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to this RFP; the firm also certifies and represents that the firm has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFP, the firm certifies and represents that firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Cleburne concerning this RFP on the basis of any consideration not authorized by law; the firm also certifies and represents that firm has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to this RFP; the firm further certifies and represents that firm has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Cleburne in return for the person having exercised their person's official discretion, power or duty with respect to this RFP; the firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Cleburne in connection with information regarding this RFP, the submission of this RFP, the award of this RFP or the performance, delivery or sale pursuant to this RFP.

**THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF CLEBURNE, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES AND LIABILITIES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FIRM OR ANY AGENT OR EMPLOYEE OF FIRM IN THE EXECUTION OR PERFORMANCE OF THIS RFP.**

I have read all of the specifications and general RFP requirements and do hereby certify that all items submitted meet specifications.

FIRM: \_\_\_\_\_

OFFICER NAME: \_\_\_\_\_

OFFICER SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

# BUSINESS OWNER INFORMATION FORM

(Complete and Return this Form with Proposal)

Owner Status (Check applicable boxes)

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

**MALE/FEMALE**

- Male
- Female

**ETHNICITY**

- White
- Hispanic
- Asian Pacific
- Sub-Continent Asian
  
- Black/African American
- Native American
- Other

**PHYSICAL CONDITION**

- Disabled
- Not Disabled

**ENTERPRISE SIZE**

- Small Business
- Large Business

**BUSINESS STRUCTURE**

- Sole Proprietor
- Partnership
  
- LLC
- Public Corporation
- Private Corporation
- Non-Profit Organization

FEDERAL TAX ID#: \_\_\_\_\_

**SUBCONTRACTORS**

None. No subcontractor(s) will be used to complete this contract.

Yes. Name(s) of Subcontractor(s):

\_\_\_\_\_ % of Total Contract

Address:

\_\_\_\_\_  
(Attach a list if additional space is necessary)

**CERTIFICATION OF BUSINESS AS SMALL, MINORITY OR WOMAN OWNED ENTERPRISE (SMWBE)**

The City will identify a Small, Minority, & Woman Owned Business Enterprise Program. Additional information may be required after receipt of offers and/or award of contract(s) to support and document the SMWBE certification. The City will accept certification from various agencies, [i.e. Local ([www.sctrca.org](http://www.sctrca.org)), State of Texas ([www.tbpc.state.tx.us](http://www.tbpc.state.tx.us)), Federal ([www.sba.gov](http://www.sba.gov) or [www.va.gov/OSDBU](http://www.va.gov/OSDBU)), and the private sector ([www.cstmabc.org](http://www.cstmabc.org) or [www.wbea-texas.org](http://www.wbea-texas.org))]

Certifying Agency: \_\_\_\_\_ REG#: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- SBE
- MBE
- WBE
- DBE
- 8(a)
- Veteran

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

# FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY	
Date Received	

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_

Signature of vendor doing business with the governmental entity

\_\_\_\_\_

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

# FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

### OFFICE USE ONLY

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

**1 Name of Local Government Officer**

**2 Office Held**

**3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

**4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

**5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6 SIGNATURE**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP / SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**OR**

**(2) Unsworn Declaration**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER  
INELIGIBILITY, AND INVOLUNTARY EXCLUSION**

The Respondent, , certifies, by submission of this proposal, that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

The Respondent agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200, while this Request for Proposals (“RFP”) is pending and throughout the period of any contract that may arise from this RFP. The Respondent further agrees that it and its affected subcontractors will provide immediate written notice to the City of Cleburne if at any time the Respondent learns that his/her subcontractor’s certification was erroneous when submitted or has become erroneous because of changed circumstances.

By submitting this proposal and affixing a signature below, the Respondent certifies that the above statement is a material representation of fact upon which reliance is placed by the City. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may terminate this transaction for cause of default.

If the Respondent is unable to certify to any of the statements in this certification, the Respondent shall attach an explanation to this certification.

**The Respondent certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. §§ 3801-3812 are applicable thereto.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Official

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

**BIDDER'S DISCLAIMER  
STATEMENT**

The undersigned Bidder, by signing and executing this bid, certifies and represents to the City of Cleburne, Texas that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN. S36.02(a), or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, elected official, agent or employee of the City of Cleburne, Texas concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like, and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, elected official, agent or employee of the City of Cleburne, Texas in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, elected official, agent or employee of the City of Cleburne, Texas in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

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

Address (Line 1): \_\_\_\_\_

Address (Line 2): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Printed/Typed: \_\_\_\_\_

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

**CHILD SUPPORT STATEMENT  
FOR CONTRACTS AND GRANTS**

The undersigned hereby swears and affirms under penalty of perjury under the laws of the State of Texas, that neither the sole proprietor, partner, majority shareholder, or substantial owner of an entity making an offer to enter into a City of Cleburne contract, is a delinquent obligor who is 30 or more days delinquent in paying child support under a court order or a written repayment agreement. A substantial owner is one who has at least ten percent interest in the firm.

Pursuant to the provisions of Section 2.01, Subchapter 14, Family Code, any sole proprietor, partner, majority shareholder, or substantial owner who is a delinquent obligor is ineligible to submit an offer for a City of Cleburne contract until (1) all arrearages have been paid; or (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

This sworn statement is a material representation of fact upon which reliance is placed to determine the offeror's eligibility to receive a grant or to enter into a contract. Submission of this sworn statement is a prerequisite for the making or entering into a contract.

If at any time it is determined that the representations made herein by the undersigned are false and in error, the contract or grant becomes null and void, and the City of Cleburne shall avail itself of remedies existing in equity and in law.

Signed \_\_\_\_\_ Date \_\_\_\_\_

On behalf of \_\_\_\_\_ Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, who, being duly sworn, upon oath says that he or she is qualified and authorized to make this affidavit for and on behalf of \_\_\_\_\_ and is fully cognizant of the facts herein set out.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Notary Public for the State of Texas

My Commission Expires \_\_\_\_\_

INSURANCE REQUIREMENTS:

CONTRACTOR by signing this agreement or causing to be provided a certificate of coverage, the person signing this agreement is representing to the City that all employees of the person signing this agreement who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions. CONTRACTOR will provide a certificate of coverage showing workers' compensation coverage to the City prior to beginning work on the project. CONTRACTOR will also provide the City, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on CONTRACTOR'S current certificate of coverage ends during the duration of the project.

The Contractor shall not commence work until they have obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any of the subcontractors to commence work on their subcontract until all insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. The Contractor shall have the policies required, endorsed to reflect and insure any occupancy by Owner at the time of such occupancy.

Insurance shall be with a reliable company (having at least an "A" or better financial rating General Policy Holders Rating according to the latest A.M. Best Report) of the Contractor's choice, acceptable to and approved by the Owner and authorized to do business in the state where the project is located.

Certificates of Insurance furnished by Contractor shall be issued to the Owner by the authorized Agent of the Insurance Company, or by the Insurance Company, and shall be on the current ACORD form providing no less coverage information. Certificates shall be furnished in duplicate. The following coverages must be certified:

COMMERCIAL GENERAL LIABILITY INSURANCE:

All coverage options must be included. Minimum limits of liability are as follows:

Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Or	\$1,000,000 CSL (Combined Single Limit)
Minimum Required General Liability Aggregate -	\$2,000,000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment of materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

Contractor shall maintain insurance affording coverage under the statutory provisions of the worker's compensation laws and any other compensation provisions of the worker's compensation laws pertaining to the operations to be performed under Contract, and Employer's Liability Insurance with a minimum limit of \$100,000 per accident. In the case of sub-contractors, Contractor shall require subcontractors to provide similar insurance unless it is their intent that such insurance be afforded under their policies.

STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY: The Certificate shall specifically show under Coverage A the States to which the insurance applies. Coverage B limits for Employers Liability shall be at least the following and must meet statutory requirements:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Coverage C, Other States Insurance, shall be included. If applicable, U.S. Longshoremen's and Harbor Worker's Compensation Act Endorsement shall be certified.

COMPREHENSIVE AUTOMOBILE LIABILITY: All coverage options must be included, with the exception of "Garage Liability," where not applicable. Minimum limits of liability are as follows:

Bodily Injury & Property	\$1,000,000 each person
Damage Liability	\$1,000,000 each accident
Or	\$1,000,000 CSL

The Insurance Company or Companies certifying coverage shall agree that the insurance so certified shall not be canceled for any reason (including Non-Payment of Premium), or materially changed, without first giving at least 30 days written notice to the Owner. A waiver of subrogation applies in favor of the Owner as respects the policies for Workmen's Compensation, Contractor's Liability, and Auto Liability.

Certifications must list the City of Cleburne as an additional insurer and the certificate holder.

Certificates should be submitted to:

City of Cleburne  
Sharon Stanfield  
Purchasing Agent  
P.O. Box 677  
Cleburne, TX 76033-0677

# INSURANCE REQUIREMENT AFFIDAVIT

To be completed by Appropriate Insurance Agent/Broker

(Print or Type)

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Cleburne, I will be able to, within ten (10) days after being notified of such award furnish a valid insurance certificate to the City meeting all of the requirements defined in this proposal.

\_\_\_\_\_  
Agent (Signature)

\_\_\_\_\_  
Agent (Print)

\_\_\_\_\_  
Agent/Broker Name

\_\_\_\_\_  
Agent/Broker Telephone #

\_\_\_\_\_  
Agent/Broker Address

\_\_\_\_\_  
Agent/Broker Fax #

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Name

## NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to reject this bid/proposal and award the contract to another. If you have any questions concerning these requirements, please contact the Purchasing Agent for the City of Cleburne at 817-645-0910.

## Section E

### BID PROPOSAL FORMS

**RETURN ALL PAGES IN THIS SECTION WITH BID**

# Bid Proposal Form - Section E

To: The City of Cleburne  
10 N. Robinson Street  
Cleburne, TX 76031

For: **Lakeshore Drive and Harvest Hill Road Improvements**

Bid No: 26-08

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To the Honorable Mayor and City Council  
City of Cleburne, Texas

The Undersigned, in compliance with the Notice to Bidders and the Instruction to Bidders, hereby proposes to furnish the equipment, fuel, power, tools, superintendence, transportation, materials and labor necessary to perform the work required for the construction of the **Lakeshore Drive and Harvest Hill Road Improvements project**, in the City of Cleburne, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintain same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City to the Contractor will be made based on the actual quantity installed in the field.

Contractor is aware of the general timeline for work to be substantially complete is as follows:

Base Bid Award: substantially complete within Five Hundred Forty (540) calendar days from the Notice to Proceed issuance date and final completion within Six Hundred (600) calendar days.

Enclosed with this Proposal is a Bidder's Bond or Cashier's Check for an amount equal to 5% of the TOTAL BID PRICE, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) working days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

In submitting this Bid, the BIDDER represents, as more fully set forth in the Agreement, that:

Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged by signature):

- Addendum No. 1: *Date Issued:* \_\_\_\_\_ *Received by:* \_\_\_\_\_
- Addendum No. 2: *Date Issued:* \_\_\_\_\_ *Received by:* \_\_\_\_\_
- Addendum No. 3: *Date Issued:* \_\_\_\_\_ *Received by:* \_\_\_\_\_
- Addendum No. 4: *Date Issued:* \_\_\_\_\_ *Received by:* \_\_\_\_\_
- Addendum No. 5: *Date Issued:* \_\_\_\_\_ *Received by:* \_\_\_\_\_
- Addendum No. 6: *Date Issued:* \_\_\_\_\_ *Received by:* \_\_\_\_\_

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
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**Base Bid - General Items**

1	M-17	Bonds, Insurance and Mobilization (for entire project)	1	LS		
		dollars and _____ cents per unit				
2	M-17	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control Plan	1	LS		
		dollars and _____ cents per unit				
3	M-17	Traffic Control and Traffic Control Plan	1	LS		
		dollars and _____ cents per unit				
4	M-17	Furnish and Install Project Sign	2	EA		
		dollars and _____ cents per unit				
5	M-17	General Site Preparation	1	LS		
		dollars and _____ cents per unit				
6	M-17	Clearing and Grubbing (including tree removal & protection)	1	LS		
		dollars and _____ cents per unit				
7	M-17	Signage and Pavement Markings	1	LS		
		dollars and _____ cents per unit				
8	M-17	Unclassified Channel Excavation	2,200	CY		
		dollars and _____ cents per unit				
9	M-17	Unclassified Street Excavation	11,000	CY		
		dollars and _____ cents per unit				
10	M-17	Embankment	8,000	CY		
		dollars and _____ cents per unit				
11	M-17	7" Reinforced Concrete with Integral 6" Curb (Roadway)	35,500	SY		
		dollars and _____ cents per unit				
12	M-17	6" Lime Stabilized Subgrade (8%,36 lbs/SY)	37,500	SY		
		dollars and _____ cents per unit				
13	M-17	Hydrated Lime	675	TON		
		dollars and _____ cents per unit				
14	M-17	6" Flexbase, Grade A Type 1	2,000	SY		
		dollars and _____ cents per unit				
15	M-17	6" Reinforced Concrete for Driveways	2,000	SY		
		dollars and _____ cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
16	M-17	Integral Colored 7" Concrete Truck Apron	770	SY		
		dollars and cents per unit				
17	M-17	12"x13" Concrete Retaining Wall (Truck Apron)	480	LF		
		dollars and cents per unit				
18	M-17	6" Rollover Curb	70	LF		
		dollars and cents per unit				
19	M-17	6" Mountable Curb (Splitter Islands)	150	LF		
		dollars and cents per unit				
20	M-17	3" Mountable Curb (Entryway)	560	LF		
		dollars and cents per unit				
21	M-17	Monolithic Median Nose (Splitter Islands)	4	EA		
		dollars and cents per unit				
22	M-17	Seeding	17,500	SY		
		dollars and cents per unit				
23	M-17	4" Topsoil	1,950	CY		
		dollars and cents per unit				
24	M-17	Stamped Concrete	660	SY		
		dollars and cents per unit				
25	M-17	Integral Colored Stamped Concrete (Splitter Islands)	260	SY		
		dollars and cents per unit				
26	M-17	4" Reinforced Concrete Sidewalk (width varies, Class A)	5,650	SY		
		dollars and cents per unit				
27	M-17	Wall on back of Sidewalk	35	LF		
		dollars and cents per unit				
28	TxDOT 531	TxDOT Barrier Free Pedestrian Ramp (various types - 5' width)	17	EA		
		dollars and cents per unit				
29	TxDOT 531	TxDOT Barrier Free Pedestrian Ramp (various types - 10' width)	22	EA		
		dollars and cents per unit				
30	M-17	5 Strand Wire Fence	2,400	LF		
		dollars and cents per unit				
31	M-17	Wood Post Fence	750	LF		
		dollars and cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
32	NCTCOG 502.12	10' Curb Inlet	14	EA		
		dollars and cents per unit				
33	NCTCOG 502.12	15' Curb Inlet	8	EA		
		dollars and cents per unit				
34	NCTCOG 502.12	20' Curb Inlet	6	EA		
		dollars and cents per unit				
35	TxDOT 465	10' TxDOT Type II Curb Inlet	7	EA		
		dollars and cents per unit				
36	TxDOT 465	20' TxDOT Type II Curb Inlet	3	EA		
		dollars and cents per unit				
37	NCTCOG 501.6	18" Class III RCP	1,150	LF		
		dollars and cents per unit				
38	NCTCOG 501.6	21" Class III RCP	380	LF		
		dollars and cents per unit				
39	NCTCOG 501.6	24" Class III RCP	2,650	LF		
		dollars and cents per unit				
40	NCTCOG 501.6	30" Class III RCP	1,320	LF		
		dollars and cents per unit				
41	NCTCOG 501.6	36" Class III RCP	25	LF		
		dollars and cents per unit				
42	NCTCOG 501.6	42" Class III RCP	210	LF		
		dollars and cents per unit				
43	NCTCOG 501.6	18" Arch RCP	115	LF		
		dollars and cents per unit				
44	NCTCOG 501.6	24" Arch RCP	65	LF		
		dollars and cents per unit				
45	NCTCOG 501.6	36" Arch RCP	180	LF		
		dollars and cents per unit				
46	NCTCOG 501.6	42" Arch RCP	200	LF		
		dollars and cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
47	TxDOT 462	4'X2' RCB	15	LF		
		dollars and cents per unit				
48	TxDOT 462	6'X3' RCB	35	LF		
		dollars and cents per unit				
49	TxDOT 462	7'x3' RCB	80	LF		
		dollars and cents per unit				
50	NCTCOG 502.1	4' Storm Water Manhole	8	EA		
		dollars and cents per unit				
51	M-17 NCTCOG 502.1	9' Junction Box	3	EA		
		dollars and cents per unit				
52	NCTCOG 702	2'X2' Drop Inlet	6	EA		
		dollars and cents per unit				
53	NCTCOG 702	4'X4' Drop Inlet	2	EA		
		dollars and cents per unit				
54	NCTCOG 702	5X5" Drop Inlet	2	EA		
		dollars and cents per unit				
55	TxDOT 465	15' TxDOT type I-COB inlet	1	EA		
		dollars and cents per unit				
56	TxDOT 466	TxDot Headwall (CH-FW-O)	7	EA		
		dollars and cents per unit				
57	TxDOT 466	TxDot Headwall (CH-PW-O)	1	EA		
		dollars and cents per unit				
58	TxDOT 466	TxDot Headwall (PW-1)	4	EA		
		dollars and cents per unit				
59	TxDOT 467	18" TxDOT Safety End Treatment	15	EA		
		dollars and cents per unit				
60	TxDOT 467	24" TxDOT Safety End Treatment	4	EA		
		dollars and cents per unit				
61	TxDOT 467	24" Arch Pipe TxDOT Safety End Treatment	2	EA		
		dollars and cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
62	M-17	Storm Drain Trench Safety	6,600	LF		
		dollars and cents per unit				
63	M-17	12" Rock Rip Rap	300	CY		
		dollars and cents per unit				
64	M-17	8" Rock Rip Rap	85	CY		
		dollars and cents per unit				
65	M-17	6" Rock Rip Rap	60	CY		
		dollars and cents per unit				
66	M-17	Fire Hydrant Assembly	2	EA		
		dollars and cents per unit				
67	M-17	Fire Hydrant and Valve	13	EA		
		dollars and cents per unit				
68	M-17	1" Water line service	2	EA		
		dollars and cents per unit				
69	NCTCOG 501.14	1" Water line	430	LF		
		dollars and cents per unit				
70	M-17	2" Water line service	1	EA		
		dollars and cents per unit				
71	NCTCOG 501.14	2" Water line	200	LF		
		dollars and cents per unit				
72	M-17	8" Water Line Lowering and Horizontal Adjustments	4	EA		
		dollars and cents per unit				
73	M-17	8" DR-18 C900 PVC Water Pipe	1,260	LF		
		dollars and cents per unit				
74	M-17	16" DR-18 C900 PVC Water Pipe	110	LF		
		dollars and cents per unit				
75	M-17	30" Water Line Steel Casing (by Open Cut)	85	LF		
		dollars and cents per unit				
76	M-17	8" Gate Valve	4	EA		
		dollars and cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
77	M-17	16" Gate valve	1	EA		
		dollars and cents per unit				
78	M-17	Water Line Trench Safety	1,400	LF		
		dollars and cents per unit				
79	M-17	Ductile Iron Fittings	5	TON		
		dollars and cents per unit				
80	M-17	Connect to existing Water Line	1	EA		
		dollars and cents per unit				
81	M-17	Adjust Existing Sanitary Sewer Manhole To Grade	1	EA		
		dollars and cents per unit				
82	M-17	Precast Wheel Stops	20	EA		
		dollars and cents per unit				
83	M-17	Pedestrian Handrail	250	LF		
		dollars and cents per unit				
84	M-17	Metal Beam Guard Fence (Timber Post)	75	LF		
		dollars and cents per unit				
85	M-17	Guardrail end Treatments	4	EA		
		dollars and cents per unit				
86	M-17	Entry Sign	1	EA		
		dollars and cents per unit				
87	M-17	Proposed Canopy Trees (3" Caliper)	6	EA		
		dollars and cents per unit				
88	M-17	Proposed Ornamental Trees (2" Caliper)	9	EA		
		dollars and cents per unit				
89	M-17	5 Gallon Shrub	141	EA		
		dollars and cents per unit				
90	M-17	3 Gallon Ornamental Grasses	478	EA		
		dollars and cents per unit				
91	M-17	1 Gallon Groundcover	1,277	EA		
		dollars and cents per unit				
92	M-17	Seed Mix	323	SF		
		dollars and cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
93	M-17	Plant Bed Prep/Mix (12" Depth)	295	CY		
		dollars and _____ cents per unit				
94	M-17	Hardwood Mulch (3" Depth)	75	CY		
		dollars and _____ cents per unit				
95	M-17	Boulders	150	EA		
		dollars and _____ cents per unit				
96	M-17	Irrigation	1	LS		
		dollars and _____ cents per unit				
97	M-17	Testing Allowance	1	LS		
		dollars and _____ cents per unit				
98	M-17	Street Light Foundation	33	EA		
		dollars and _____ cents per unit				
99	M-17	2" Schedule 40 Conduit	9,650	LF		
		dollars and _____ cents per unit				
100	M-17	Secondary Connection Box	3	EA		
		dollars and _____ cents per unit				
101	M-17	2" Type D on 4" Type B	1,100	SY		
		dollars and _____ cents per unit				
102	TxDOT 432	5" Thick Sloped Concrete Rip Rap	130	CY		
		dollars and _____ cents per unit				
103	M-17	Steel Plate (Parking Medians)	3	EA		
		dollars and _____ cents per unit				
104	M-17	Mailbox Relocations and Reconstruction	11	EA		
		dollars and _____ cents per unit				
105	M-17	Remove and Relocate Mailbox (Wood Post or Metal Post)	6	EA		
		dollars and _____ cents per unit				
106	M-17	Flashing Beacon	1	EA		
		dollars and _____ cents per unit				
107	M-17	Sidewalk Underdrain	1	EA		
		dollars and _____ cents per unit				
108	M-17	Dead End Barricade	1	EA		
		dollars and _____ cents per unit				

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
109	M-17	Remove and Relocate Existing water meters	2	EA		
		dollars and _____ cents per unit				
110	M-17	Pipe Fence	800	LF		
		dollars and _____ cents per unit				
111	M-17	Construction Allowance	1	EA		
		dollars and _____ cents per unit				
					\$ 500,000.00	\$ 500,000.00

## Bidder Acknowledgements:

1. BIDDER is familiar with the nature and extent of the Contract Documents, Work site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
2. The undersigned bidder agrees to begin work within ten (10) work days after date of written notice to do so and to complete the work within contract specified calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.
3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.
5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
8. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
9. BIDDER acknowledges that the City of Cleburne reserves the right to delete any portion of this project, as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.
10. When bid includes 'add alternate' bid items, BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested **in** the proposal. Bidder acknowledges that the City of Cleburne reserves the right to add or delete these alternates **in** any combination, as it may deem necessary to stay within the City's available funds.
11. BIDDER accepts the provisions as to liquidated damages (\$2,500.00 per calendar day) in the event of failure to complete the work on time.

12. The terms used in the Bid which are defined in the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

\_\_\_\_\_  
Company

By \_\_\_\_\_  
(Please Print Name)

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

(Seal if corporation)

Submitted by \_\_\_\_\_  
An Individual  
A Corporation  
A Partnership

Doing Business as \_\_\_\_\_

(Complete A or B below, as applicable)

[ ]A. The principal place of business of our company is **in** the State of \_\_\_\_\_  
Non-resident bidders in the State of \_\_\_\_\_, our principal place of business, are required to be  
\_\_\_\_ % lower than resident bidders by State Law.  
A copy of statute is attached.

[ ]B. The principal place of business of our company or our parent company or majority owner is **in** the state of Texas.

**STATEMENT OF MATERIAL AND OTHER CHARGES**

MATERIALS INCORPORATED INTO THE PROJECT:     \$ \_\_\_\_\_  
ALL OTHER CHARGES:                                     \$ \_\_\_\_\_  
\*TOTAL:   \$ \_\_\_\_\_

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from that company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The person submitting a quote on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. [ONLY IF MORE THAN \$100K AND COMPANY HAS MORE THAN 10 FTEs]

In accordance with Texas Senate Bill 19, 87th Legislature prohibits contracts with companies that discriminate against firearm or ammunition industries. The person submitting a quote on behalf of a company verifies that the company does not discriminate against firearm or ammunition industries.

In accordance with Texas Senate Bill 139, 87th Legislature prohibits contracts with and investments in certain companies that boycott energy companies. The person submitting a quote on behalf of company verifies that the company does not boycott energy companies. [ONLY IF MORE THAN \$100K AND COMPANY HAS MORE THAN 10 FTEs]

In compliance with the conditions for bidding, the undersigned certifies that the product bid meets or exceeds all minimum specifications.

All quantities are for estimating purposes only so that a unit price can be established for each item bid. Actual quantities will vary.

The City of Cleburne reserves the right to accept or reject any or all bids, to accept a bid in part or in whole, to waive informalities or irregularities and to award bid to the lowest responsible bidder(s).

Materials must be delivered per the minimum specifications.

Bidder agrees to hold bid price firm for a minimum of sixty (60) days from the date of the bid award.

The City of Cleburne reserves the right to accept or reject any, all or any part of any bid or to accept the lowest responsible bid.

Name of Firm: \_\_\_\_\_

\_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IMPORTANT NOTE: Only an AUTHORIZED EMPLOYEE of the company shall prepare and sign this page.**

Sections F - H  
CONTRACT FORMS

**NOTICE OF AWARD**

Date:

To:

Address:

Contract for: **Lakeshore Drive and Harvest Hill Road Improvements**

You are notified that your Bid dated \_\_\_\_\_ for the above contract has been considered. You are the successful bidder and have been awarded the contract.

The contract price of your contract is

\_\_\_\_\_ (\$\_\_\_\_\_).

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by, \_\_\_\_\_.

You must deliver to the City of Cleburne, Johnson County, Texas, Owner, fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on all pages noted.

You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle the City of Cleburne, Johnson County, Texas, Owner, to consider your bid in default, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the City of Cleburne, Johnson County, Texas, Owner, will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Cleburne, Johnson County, Texas  
Owner

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF CLEBURNE AND
COMPANY NAME

This agreement is dated as of the \_\_\_ day of \_\_\_\_\_ in the year of 20\_\_ by and between the City of Cleburne, Texas and \_\_\_\_\_(Contractor) of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_ hereinafter called CONTRACTOR.

CONTRACTOR, in consideration of instructions and specifications hereinafter set forth, agrees to the following:

1.0 PROJECT WORK

1.1 The Project for the work detailed under this agreement is generally identified as follows:

Lakeshore Drive and Harvest Hills Road Improvements

1.2 CONTRACTOR shall complete all work as specified or indicated below or in attached documents. See attached quote for detail of work.

CONTRACTOR shall, at its own expense, furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete this project.

2.0 CONTRACT TIME

2.1 The Contractor can commence work once both parties have signed this agreement. This contract shall be valid until \_\_\_\_\_.

2.2 CONTRACTOR shall receive permission from the CITY for the storing of supplies or equipment on-site before project begins.

2.3 CONTRACTOR shall recognize that time is of the essence of this agreement and that the CITY will suffer financial loss if the work is not complete within the time specified in paragraph 2.1. (Plus any extensions allowed by the CITY). Accordingly, CONTRACTOR shall agree that as liquidated damages for delay occur, the CITY shall deduct from the amount due CONTRACTOR, the sum per day given in the following schedule:

Table with 2 columns: Amount of Contract and Amount of Liquidated Damages Per Day. Rows include ranges from less than \$5,000.00 to more than \$500,000.00 with corresponding daily damage amounts.

### **3.0 CONTRACT PRICE**

3.1 The total charge for this project is \$ \_\_\_\_\_.

Total Written: \_\_\_\_\_ **dollars** and \_\_\_\_\_ cents.

3.2 The CITY shall pay CONTRACTOR the amount stated in paragraph 3.1 for all work performed and approved, plus (or minus) any CITY-approved extra work or change orders. The City reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alternations to the project. No extra work or changes under this agreement will be deemed valid or payable unless such work or changes are agreed to in writing by the City before the work is done or the changes are made.

### **4.0 PAYMENT PROCEDURES**

4.1 Payments will be made upon receipt and acceptance of all completed services or goods ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2241, Texas Government Code. Invoices presented to the City will be paid within 30 working day from date received by ACH or check. Neither the acceptance nor the final payment nor any provision in the agreement, shall relieve the CONTRACTOR of the obligation for fulfillment of the warranty which is required.

### **5.0 ASSIGNMENT**

5.1 CONTRACTOR'S right and duties awarded by this contract may not be assigned to another without written consent of the CITY signed by the CITY'S authorized agent. Such consent shall not relieve the assignee of the liability in the event of default by the assignee.

### **6.0 INDEMNITY**

6.1 CONTRACTOR agrees to defend, indemnify and hold the City of Cleburne, Texas whole and harmless against any and all claims for damages, costs and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of CONTRACTOR, or any agent, servant or employee of CONTRACTOR in execution of performance of this Agreement, without regard to whether such persons are under the direction of CITY agents or employees.

### **7.0 INSURANCE**

7.1 CONTRACTOR shall meet the minimum insurance requirements as defined by attached specifications.

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

other civil actions. CONTRACTOR will provide a certificate of coverage showing workers' compensation coverage to the City prior to beginning work on the project. CONTRACTOR will also provide the City, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on CONTRACTOR'S current certificate of coverage ends during the duration of the project.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any of the subcontractors to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

The Contractor shall have the policies required, endorsed to reflect and insure any occupancy by Owner at the time of such occupancy. Insurance shall be with a reliable company (having at least an "A" or better financial rating General Policy Holders Rating according to the latest A.M. Best Report) of the Contractor's choice, acceptable to and approved by the Owner and authorized to do business in the state where the project is located. Certificates of Insurance furnished by Contractor shall be issued to the Owner by the authorized Agent of the Insurance Company, or by the Insurance Company, and shall be on the current ACORD form providing no less coverage information. Certificates shall be furnished in duplicate. The following coverages must be certified:

COMMERCIAL GENERAL LIABILITY INSURANCE:

All coverage options must be included. Minimum limits of liability are as follows:

Bodily Injury Liability	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Or	\$1,000,000 CSL (Combined Single Limit)
Minimum Required General Liability Aggregate	- \$2,000,000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

Contractor shall maintain insurance affording coverage under the statutory provisions of the worker's compensation laws and any other compensation provisions of the worker's compensation laws pertaining to the operations to be performed under Contract, and Employer's Liability Insurance with a minimum limit of \$100,000 per accident. In the case of subcontractors, Contractor shall require subcontractors to provide similar insurance unless it is his intent that such insurance be afforded under his policies.

## STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

The Certificate shall specifically show under Coverage A the States to which the insurance applies. Coverage B limits for Employers Liability shall be at least the following and must meet statutory requirements:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Coverage C, Other States Insurance, shall be included. If applicable, U.S. Longshoremen's and Harbor Worker's Compensation Act Endorsement shall be certified.

COMPREHENSIVE AUTOMOBILE LIABILITY: All coverage options must be included, with the exception of "Garage Liability," where not applicable. Minimum limits of liability are as follows:

Bodily Injury & Property	\$1,000,000 each person
Damage Liability	\$1,000,000 each accident
Or	\$1,000,000 CSL

The Insurance Company or Companies certifying coverage shall agree that the insurance so certified shall not be canceled for any reason (including Non-Payment of Premium), or materially changed, without first giving at least 30 days written notice to the Owner. A waiver of subrogation applies in favor of the Owner as respects the policies for Workmen's Compensation, Contractor's Liability, and Auto Liability.

Certifications must list the City of Cleburne as an additional insurer and the certificate holder.

Certificates should be submitted to:

City of Cleburne  
Purchasing Agent  
P.O. Box 677  
Cleburne, TX 76033-0677  
Purchasing Agent  
purchasing@cleburne.net

## **8.0 SAFETY**

8.1 CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to the City of Cleburne. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

## **9.0 BONDS**

9.1 CONTRACTOR shall furnish all bonds and sureties as required in the attached terms and conditions before work commences.

## **10.0 PREVAILING WAGE RATES**

10.1 Contractor will meet all prevailing wage requirements as enacted by the Legislature of the State of Texas: in Chapter 2258 of the Texas Government Code.

## **11.0 TEXAS GOVERNMENT CODE VERIFICATION**

11.1 In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from that company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The person submitting a quote on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. [ONLY IF MORE THAN \$100K AND COMPANY HAS MORE THAN 10 FTEs]

In accordance with Texas Senate Bill 19, 87th Legislature prohibits contracts with companies that discriminate against firearm or ammunition industries. The person submitting a quote on behalf of a company verifies that the company does not discriminate against firearm or ammunition industries.

In accordance with Texas Senate Bill 139, 87th Legislature prohibits contracts with and investments in certain companies that boycott energy companies. The person submitting a quote on behalf of company verifies that the company does not boycott energy companies. [ONLY IF MORE THAN \$100K AND COMPANY HAS MORE THAN 10 FTEs]

## **12.0 SILENCE OF SPECIFICATIONS**

12.1 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## **13. FUNDING**

13.1 Funds for payment have been provided through the City of Cleburne budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Cleburne fiscal year shall be subject to budget approval.

## **14. SPECIFICATIONS**

14.1 See attached submitted quote documents provided by Company Name.

## 15. TERMINATION

- 15.1 City may terminate this agreement, or any part hereof, at any time for the City's convenience and without cause, by giving written notice to the CONTRACTOR of such termination which shall specify the effective date thereof, which notice must be delivered to CONTRACTOR at least three (3) days before the effective date of such termination.
- 15.2 Upon termination pursuant to this paragraph, CONTRACTOR shall be entitled to payment of such amounts as shall compensate CONTRACTOR for the services satisfactorily performed on or before the termination date in accordance with this Agreement. City shall not be required to reimburse CONTRACTOR for any services performed or expenses incurred after notice has been received by CONTRACTOR by certified mail, return receipt requested, at the address specified below.

## 16. CONTRACTOR'S DUTIES

- 16.1 The CONTRACTOR shall provide and pay for all supervision, labor, materials, tools, construction equipment, machinery, water, utilities and other facilities and services necessary for the proper execution and completion of the work.
- 16.2 The City is an exempt organization under Section 151.309, Tax Code, and the improvements constructed under this agreement will be dedicated to public use and accepted by the City upon acknowledgement by the City of completion.
- A. The purchase of tangible personal property, other than machinery or equipment, and its accessories, repair, and replacement parts, for use in the performance of this agreement is, therefore, exempt from taxation under Chapter 151, Tax Code, if the tangible property is:
- i. necessary and essential for the performance of the agreement; and
  - ii. completely consumed at the job site.
- B. The purchase of a taxable service for use in the performance of this agreement is exempt if the service is performed at the job site and if:
- i. this agreement expressly requires the specific service to be provided or purchased by the person performing the agreement; or
  - ii. the service is integral to the performance of the agreement.
- 16.3 Secure and pay for, as necessary, all fees, permits and licenses for proper execution and completion of the work, and as applicable to the time of receipt of bids. The City shall secure the general permit, if necessary.
- 16.4 Give required notices. Both the business address of the CONTRACTOR and CONTRACTOR'S office in the vicinity of the work are hereby designated as the places to which all notices, letters, and other communications to the CONTRACTOR will be mailed or delivered. All notices, letters, and other communications to the City shall be mailed or delivered to the office of the Purchasing Agent at City Hall. Either party may change his address at any time by an instrument in writing delivered to the other party.

- 16.5 Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear any performance of other work. Reference to the standards of any technical society, organization, or association or to codes of local and state authorities shall mean the latest standard, code specification, or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.
- 16.6 Employ only competent workmen for the execution of this work and all such work shall be performed under direct supervision of the General CONTRACTOR or site foreman.
- 16.7 CONTRACTOR shall provide in writing at least five (5) days prior to commencing work, the name of the project manager and a telephone number by which he can be reached during normal working hours. The Project Manager shall be thoroughly familiar with the plans and specifications for all phases of construction. The Project Manager and Site Foreman shall be capable of reading, writing, speaking, and understanding English fluently.
- 16.8 CONTRACTOR shall arrange for a suitable storage of the materials necessary for the completion of this project. Any materials that may be damaged by the elements or by vandalism or by other means or whose quality is questionable shall not be incorporated in the work. Material shall not be stored on private property unless CONTRACTOR has obtained written permission from the property owner. A copy of the written permit shall be provided to the City prior to utilization of the property.
- 16.9 CONTRACTOR may be granted an extension of time due to Acts of God, Acts of War, Strikes, or non-delivery of materials, provided he submits in writing to the City a request for such extension five (5) working days prior to the completion date in the agreement. No extension of time shall be made to the CONTRACTOR because of hindrances or delays from any cause which is the fault of the CONTRACTOR or anyone under CONTRACTOR's control. No damages shall be paid for delays; CONTRACTOR shall only be entitled to an extension of time if approved by the City.
- 16.10 The City has the authority to observe, test, inspect, approve, reject, and accept all work. All materials, workmanship and equipment required under shall be subject to testing and inspection by the City or City's designee.
- 16.11 CONTRACTOR must be thoroughly familiar with all aspects required in this vendor packet. The City may make such investigations and inquires as it deems necessary to determine the qualifications of any vendor to perform the work outlined. CONTRACTOR shall furnish to the City all information and data for this purpose as the City might request.

## **17 MISCELLANEOUS**

- 17.1 CONTRACTOR stipulates that City is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, City does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

- 17.2 It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by virtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.
- 17.3 This agreement shall be governed by the laws of the State of Texas, and mandatory and exclusive venue for any dispute shall be in state district court in the county in which the City's main administrative office is located.
- 17.4 This agreement and the work are subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

**18. AUTHORITY**

THE CITY OF CLEBURNE, TEXAS AND CONTRACTOR have signed this Agreement.

This Agreement will be effective on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

CITY OF CLEBURNE, TEXAS  
P.O. BOX 677  
CLEBURNE, TX 76033-0677

CONTRACTOR

Company Name

\_\_\_\_\_  
Finance Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
City

Michael Marrero, City Manager  
Printed Name & Title

\_\_\_\_\_  
State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

**NOTICE TO PROCEED**

Date:

To:

Address:

*NOTE: This form is provided for reference only and will remain blank in the final contract documents. A separate NTP will be issued to the Contractor at or after the Pre-Construction Meeting.*

Project: **Lakeshore Drive and Harvest Hill Road Improvements**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_

and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter.

The date of completion of all work is therefore \_\_\_\_\_.

City of Cleburne, Johnson County, Texas  
Owner

\_\_\_\_\_  
Authorized Signature

Project Manager  
Title

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Sections I, J AND K  
REQUIRED BOND FORMS

**PERFORMANCE BOND**

STATE OF TEXAS

COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, as Principal, and the other undersigned as surety, are held and firmly bound unto City of Cleburne, Texas in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, well and truly to be paid to \_\_\_\_\_, and we bind ourselves, our heirs, successors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with \_\_\_\_\_ attached hereto, and whereas, under the law said principal is required before commencing work provided for in said contract to execute a bond in the amount of said contract.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with plans, specifications, and contract documents as provided in said contract aforesaid, then this obligation shall be null and void; other wise to be and remain in full force and effect.

IN WITNESS WHEREOF, the said Contractor and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Title



**PAYMENT BOND**

STATE OF TEXAS

COUNTY OF JOHNSON

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, as Principal, and the other undersigned as surety, are held and firmly bound unto City of Cleburne, Texas, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, well and truly to be paid to \_\_\_\_\_, and we bind ourselves, our heirs, successors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with \_\_\_\_\_ attached hereto, and whereas, under the law said principal is required before commencing work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payments to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract aforesaid, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, the said Contractor and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SURETY

CONTRACTOR

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_

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Title

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Title

Surety(ies) Name(s) and Address(es)

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NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, the Owner must be furnished with a copy of Power of Attorney for their files.

**MAINTENANCE BOND**

STATE OF TEXAS  
COUNTY OF JOHNSON  
KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, and \_\_\_\_\_ corporation authorized to do business in the State of Texas, as Surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Cleburne, Johnson County, Texas, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), 100% of the total amount of the contract for the payment of which sum said principal and Surety do hereby bind themselves, their successors and assigns, jointly and severally.

This obligation is conditioned, however, that:

Whereas, said \_\_\_\_\_ entered into a contract dated \_\_\_\_\_ with the City of Cleburne, Texas to perform the, \_\_\_\_\_ which improvements are to become the property of the City of Cleburne, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

Whereas, under the said plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and do all necessary backfilling that may become necessary in connection therewith and do and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same or on account of improper excavation of backfilling, 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 repair, reconstruct or maintain said improvements it is agreed that the City may do said work in accordance with said contractor and supply such materials and charge the same against the said Contractor and its Surety on this

obligation, and said Contractor and Surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said contract and this bond.

Now, therefore, if the said Principal shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then these presents shall be null and void and have no further effect; otherwise, to remain in full force and effect.

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SURETY

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety(ies) Name(s) and Address(es)

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NOTE: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, the Owner must be furnished with a copy of Power of Attorney for their files.

Section L

**GENERAL CONDITIONS**

# **GENERAL CONDITIONS FOR BIDDERS**

## **1. DEFINITIONS**

- Owner - shall be understood as referring to the City of Cleburne or its designated representative.
- Working Day - shall refer to a calendar day, not including Saturdays, Sundays, City Holidays, or days in which weather conditions prohibit work as determined by Owner.
- Contractor – shall refer to a person bidding for or awarded a building or construction project by a governmental entity.
- Engineer – shall refer to the Public Works Director of the City.
- Man, men, he - shall refer to members of the human race and is not a reference to members of a specific gender.
- Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, of a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
  - Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, 401.011(44).
  - Duration of the project- Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the City of Cleburne.

## **2. WORK COVERED BY CONTRACT DOCUMENT**

The CONTRACTOR shall provide all labor, materials and equipment to construct, remove, demolish or make improvements to the subject project as herein described.

## **3. CONTRACTOR'S DUTIES**

Contractor will meet all **PREVAILING WAGE REQUIREMENTS** as enacted by the Legislature of the State of Texas: in Chapter 2258 of the Texas Government Code. (See attached General Prevailing Wage Rates in Johnson County as determined by the City of Cleburne.)

Provide and pay for all supervision, labor, materials, tools, construction equipment, machinery, water, utilities and other facilities and services necessary for the proper execution and completion of the work.

The City is an exempt organization under Section 151.309, Tax Code, and the improvements constructed under this agreement will be dedicated to public use and accepted by the City upon acknowledgement by the City of completion.

- a. The purchase of tangible personal property, other than machinery or equipment, and its accessories, repair, and replacement parts, for use in the performance of this agreement is, therefore, exempt from taxation under Chapter 151, Tax Code, if the tangible property is:
  1. necessary and essential for the performance of the agreement; and
  2. completely consumed at the job site.
- b. The purchase of a taxable service for use in the performance of this agreement is exempt if the service is performed at the job site and if:
  1. this agreement expressly requires the specific service to be provided or purchased by the person performing the agreement; or
  2. the service is integral to the performance of the agreement.

Secure and pay for, as necessary, all fees, permits and licenses for proper execution and completion of the work, and as applicable to the time of receipt of bids. The Owner shall secure the general permit, if necessary.

Give required notices. Both the business address of the CONTRACTOR and the Contractor's office in the vicinity of the work are hereby designated as the places to which all notices, letters, and other communications to the CONTRACTOR will be mailed or delivered. All notices, letters, and other communications to the Owner shall be mailed or delivered to the office of the Purchasing Agent in the Municipal Annex Building. Either party may change his address at any time by an instrument in writing delivered to the other party.

Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear any performance of other work. Reference to the standards of any technical society, organization, or association or to codes of local and state authorities shall mean the latest standard, code specification, or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.

Properly submit to Owner notice of observed variance of Contract Documents from legal requirements.

Employ only competent workmen for the execution of this work and all such work shall be performed under direct supervision of the General CONTRACTOR or site foreman.

With execution and delivery of a Contract, (a sample standard form of agreement is attached) the CONTRACTOR shall furnish and file with the Owner, surety bonds or non-revocable Bank Letter of Credit, as required by Owner.

The CONTRACTOR shall provide all barricades, traffic cones, flag men, and signs required to protect his employees and the general public and the materials in place.

The CONTRACTOR shall be accountable for any damage resulting from his

operations. He shall be fully responsible for the protection of all persons, including members of the public, employees of the CITY and employees of other Contractors or Subcontractors, and all public and private property including structures, utilities, fences, trees, shrubs, and ground cover, above and below ground.

The CONTRACTOR shall, upon completion of the project or as the project progresses, remove any rubbish and debris caused by his trade and dispose of legally.

The CONTRACTOR shall arrange for a suitable storage of the materials necessary for the completion of this project. Any materials that may be damaged by the elements or by vandalism or by other means or whose quality is questionable shall not be incorporated in the work.

The CONTRACTOR may be granted an extension of time due to Acts of God, Acts of War, Strikes, or non-delivery of materials, provided he submits in writing to the Owner a request for such extension five (5) working days prior to the completion date in the Contract.

All materials and workmanship and all equipment required under this Contract shall be subject to testing and inspection by the Owner, Owner's architect, or CITY building officials.

#### **4. WARRANTY**

The CONTRACTOR shall guarantee the equipment, materials, and workmanship furnished under this Contract to be as specified and to be free from defects for a period of two (2) years after the date of final payment. Upon notification, the CONTRACTOR shall promptly make all adjustments, repairs, or replacements which, in the opinion of the City of Cleburne, arose out of defects and became necessary during the guarantee period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of materials and for correction of defects shall be paid by the CONTRACTOR or by the surety. This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee and the period of guarantee of each such repair or replacement shall be two (2) years after installation or completion.

In the event of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Owner, or a third party chosen by the Owner, without advance notice to the CONTRACTOR, and the cost of the work shall be paid by the CONTRACTOR, or by the surety.

#### **5. PARTIAL PAYMENTS**

Invoice by the CONTRACTOR shall be submitted in writing to the Owner or his agent for work completed. Invoices presented to the City will be paid within 30

working days from date of invoice, less 5% of the amount, which shall be retained until final payment.

**6. FINAL PAYMENT**

Upon the issuance of the Certificate of Completion, the Owner shall pay the Contractor, within 30 working days from the date of the Certificate of Completion, the balance due the contractor under the terms and conditions of this contract, provided the Contractor has fully performed his contractual obligations. Neither the Certificate of Completion nor the final payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

**7. PROJECT MANAGER AND SITE FOREMAN**

The CONTRACTOR shall provide in writing at least five (5) days prior to commencing work, the name of the project manager and a telephone number by which he can be reached during normal working hours. The Project Manager shall be thoroughly familiar with the plans and specifications for all phases of construction.

The Project Manager and Site Foreman shall be capable of reading, writing, speaking, and understanding English fluently.

**8. SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**9. FUNDING**

Funds for payment have been provided through the City of Cleburne budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Cleburne fiscal year shall be subject to budget approval.

**10. TIME OF BEGINNING AND COMPLETION**

The Contractor must begin work within 10 days from the date of the notice to proceed. The project must be completed within the time set out in the contract and/or Bid Proposal Form.

**11. SPECIAL INSTRUCTIONS**

See Specifications, Section N.

Section M

**SPECIFICATIONS**

# SPECIFICATIONS

## **Lakeshore Drive and Harvest Hill Road Improvements**

### **1. Scope of Work**

A. The major work shall consist of furnishing all labor, equipment, supplies, fuel, etc. associated with the Lakeshore Drive and Harvest Hill Road Improvements as specified in the Drawings and Technical Specifications, complete and in place.

B. It shall be the responsibility of the prospective bidder to visit the project sites and make such examinations and explorations as may be necessary to determine all conditions that may affect construction of this project.

C. Particular attention should be given to methods of providing ingress and egress to adjacent private and public properties, procedures for protecting existing improvements and disposition of all materials to be removed. Proper consideration should be given to these details during preparation of the Proposal and all unusual conditions that may give rise to later contingencies should be brought to the attention of the City prior to the submission of the Proposal.

D. Horizontal and vertical control will be set by the contractor prior to construction. Construction staking will be the responsibility of the contractor. No separate pay item is included for construction staking. The work will be performed subject to the right of inspection by the City Engineer or his authorized representative. Any provision of the agreement vesting in the City of Cleburne or engineer the right of supervision or inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained as described, and no such provision shall be interpreted as vesting in the City of Cleburne or engineer the right to control the details of the work.

E. The Contractor shall maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.

F. The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.

Whenever the City of Cleburne shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly

progress of the work; such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the City of Cleburne may orally require immediate removal of an employee for cause, to be followed by written confirmation.

## **2. Authority**

The City of Cleburne has the authority to observe, test, inspect, approve, reject, and accept all work. The City reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations to the project. At the sole discretion of the City, the City reserves the right to add, delete or substitute any portion in this contract. The City also reserves the right to increase or decrease quantities of individual pay items within the contract provided that the total contract amount remains within plus or minus ( $\pm$ ) 25% of the contract award. The contractor is not entitled to any additional compensation or renegotiation of individual pay item bid prices. Total quantities given in the bid proposal may not reflect actual quantities, but represent the best estimate based on a reasonable effort of investigation; however, they are given for the purpose of bidding on and awarding the contract.

## **3. Traffic Control**

The Contractor shall be responsible for providing traffic control during the construction of this project consistent with the provisions set forth in the "Latest Edition Texas Manual on Uniform Traffic Control Devices for Streets and Highways", if needed. The Contractor shall limit and coordinate his work so that there is no disruption to existing operations at the Transfer Station. Construction areas shall be properly barricaded or fenced to prevent public entry. Access to adjacent property shall be maintained at all times unless otherwise directed by the Engineer.

## **4. Standard Specifications**

The project shall be constructed in accordance with the Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, as it may be amended from time to time, hereinafter referred to as the Standard Specifications.

These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.

Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

References made to TxDOT Items in this contract shall mean items in the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges as

published by the Texas Department of Transportation in 1993. Metric projects will refer to the 1995 edition. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

## **5. Bonds, Insurance and Affidavits – Additional Information**

A. The following bonds and proof of insurance shall be filed with the City of Cleburne as a condition of the contract, together with appropriate powers of attorney. See Sections B & D for additional requirements.

1. **Performance, Payment, and Maintenance Bonds:** Performance, Payment and Maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Cleburne. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.
2. **Performance Bonds And Payment Bonds In Excess Of \$100,000:** In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.
3. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Cleburne or the City of Cleburne's property might be responsible or encumbered (less amounts withheld by City of Cleburne) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance

required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Cleburne, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Cleburne, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City of Cleburne. If a subcontractor refuses to furnish a release or waiver required by the City of Cleburne, the Contractor may furnish a bond satisfactory to the City of Cleburne to indemnify the City of Cleburne against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City of Cleburne all money that the City of Cleburne may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

#### **6. INDEMNIFICATION:**

***Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Cleburne and all its officials, officers, agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes or action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Cleburne, his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Cleburne from the consequences of City of Cleburne's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.***

***In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workmen's***

***compensation acts or other employee benefit acts.***

## **7. Final Payment – Damage Claims and All Bills Paid Affidavit**

In the event the City receives a claim for damages against the Contractor or its subcontractors prior to final payment, final payment shall not be made until Contractor either (a) submits to the City satisfactory evidence that the claim has been settled and/or a release from the claimant involved, or (b) provides the City with a letter from Contractor's liability insurance carrier that the claim has been referred to the insurance carrier. The Director may, if deemed appropriate, refuse to accept bids on other City of Cleburne projects from a Contractor against whom a claim for damages is outstanding as a result of work performed under a City Contract.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Cleburne or the City of Cleburne's property might be responsible or encumbered (less amounts withheld by City of Cleburne) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Cleburne, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Cleburne, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City of Cleburne. If a subcontractor refuses to furnish a release or waiver required by the City of Cleburne, the Contractor may furnish a bond satisfactory to the City of Cleburne to indemnify the City of Cleburne against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City of Cleburne all money that the City of Cleburne may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

## **8. Sanitary Facilities for Workers**

The Contractor shall provide all necessary conveniences for the use of workers at the project site. Specific attention is directed to this equipment.

## **9. Protection of Existing Utilities and Improvements**

The Contractor shall take adequate measures to protect all existing structures, improvements and utilities, which may be encountered. And it shall be the contractor's responsibility to call DIG-TESS (1-800-344-8377) prior to construction activities on any street.

## **10. Delays**

The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of City of Cleburne or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City of Cleburne makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this contract it is required, expressly or otherwise, that City of Cleburne shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City of Cleburne as to the time of such performance and the delay of City of Cleburne in fulfilling such requirement shall not result in liability of any kind on the part of City of Cleburne except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.

## **11. Monthly Estimates**

Although Contractor estimates may be submitted on a monthly basis, The City of Cleburne does not use a monthly pay estimate schedule. The City will process the estimate within a reasonable time. It is the Contractor's best interest to get the estimate to the inspector as early in the week as possible to verify quantities and make the request. After verification, payment can be made

## **12. Right to Audit**

CONTACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY

shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.

### **13. Construction Water**

Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter at the Utility Billing Department Office, 418 W. Henderson St, prior to picking up the meter. These meters will be furnished by the City of Cleburne and will be picked up at UB. The assigned company is liable for any theft and/or damage done to the meter once in the Contractor's possession. The loss of the meter or failure to turn it in when the job is completed will result in the forfeiture of the security deposit. Damages to the meter will be billed. It will be up to the assigned company to supply the monthly meter reading, meter number and signature of the company employee in writing to the Utility Billing department no later than the 10<sup>th</sup> of each month. That written reading may be dropped off to the Utility Billing department. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in SECTION E (PROPOSAL) of this contract.

### **14. Detours and Barricades**

The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the *TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)*. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or authorized representative. Unless included as a bid item, no direct compensation will be made to the contractor for the preparation of the Traffic Control Plan.

Unless otherwise approved by the engineer or authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it

becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices bid for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A bid item shall be included for furnishing, installing, maintaining and final removal of the asphalt.

Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following "*Traffic Control Device Detail*," which is enclosed as part of these specifications. These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.

No direct compensation (unless bid item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate.

## **15. Sales Tax Exemption**

The Contractor is cautioned that Texas law regarding tax exemption for City projects has been revised. The Contractor is responsible for obtaining the latest information from the State Comptroller's Office and/or other appropriate entities and bidding accordingly.

## **16. Access to Private Properties**

The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices bid. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.

The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

## **16. Pay Item Descriptions**

### **Pay Item 1: Bonds, Insurance and Mobilization (for entire project)**

The work under this item shall include the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the Contractor to begin work on the contract. This pay item shall also include the restoring of the construction working area (staging area, access area, pipe laydown area, construction entrances, etc.) to original or better conditions including sodding or grading the area. The cost of all bonds and insurance for the project will also be considered part of this specification.

Mobilization will be measured as a lump sum item as the work progresses. Partial payments for mobilization shall be paid for at the Total Unit Price as shown in the bid proposal with the regular monthly estimates as follows: The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

- a. When 1% and less than 5% of the adjusted contract amount for construction items is completed, 50% of the mobilization lump sum bid will be paid.
- b. When 5% and less than 10% of the adjusted contract amount for construction items is completed, 75% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- c. When 10% or more of the adjusted contract amount for construction items is completed, 95% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- d. Payment for the remainder of the lump sum bid for "Mobilization" will be made on the final estimate.

Mobilization shall encompass the entire project as shown in the plans. No separate pay for multiple mobilizations.

**Pay Item 2 – Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control Plan:**

This item shall consist of all the work, labor, materials and equipment associated with installing erosion control measures, which shall be in accordance with NCTCOG Item 202, “Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control.” The Contractor shall be responsible for determination of adequate and appropriate control measure items, quantities, and locations, and shall include this information in the submitted Storm Water Pollution Prevention Plan. This pay item shall also include the removal of all measures after the construction is complete. Measurement for payment shall be on a lump sum basis and will include submitted SWPPP and installation.

**Pay Item 3: Traffic Control and Traffic Control Plan**

This item shall consist of all the work, labor, equipment, materials and superintendence necessary to furnish, install, operate, maintain, erect and remove traffic control devices including, but not limited to: Signage, Traffic Control Devices, Lights, Barricades, Barriers, flagmen and Detours. The Contractor shall prepare and provide a traffic control plan to the Engineer prior to construction. This pay item also includes any traffic control devices that may be used to protect construction improvements until the improvements are accepted. This pay item includes the traffic control necessary for the construction of the roadway and the construction of the utilities. Any materials needed to manage traffic or access to driveways during construction, including flex base and gravel shall be paid for under this pay item. Access to driveways must be maintained at all times. Temporary driveway access shall be provided using flex base. This pay item does not include the materials needed for the installation of the temporary road to Boat Ramp Access Road. The temporary roadway for the boat ramp and any other asphalt necessary during construction shall be paid for using pay item 103. Contractor to refer to the TCP Narrative provided in the plans for additional information. Measurement for payment shall be on a lump sum basis.

**Pay Item 4: Furnish and Install Project Sign**

This item shall consist of the work, labor, materials and equipment to install two construction signs at the locations designated by the City. The Contractor shall provide a shop drawing to the City for approval prior to construction. Measurement for payment shall be on a per each sign basis.

**Pay Item 5: General Site Preparation:**

This item shall consist of all the work, labor, materials and equipment necessary in the area of preparation of the right-of-way and those areas adjacent to or offsite as may be designated on the plan set for construction operations. All work shall be performed per NCTCOG Item 203.1 “General Site Preparation.” This work shall include the removal of all obstructions not designated on the plan set to remain in place. This shall include, but not be limited to, all landscaping, fence, buildings, sheds, sidewalks, driveways, existing roadway, paved parking lots, retaining walls, above ground and below ground utilities, storm drain and structures, removal and replacement of existing private signs, removal of existing storm pipe, water line, and sewer line as called out on plans, restoration of sprinkler systems and landscaping within the limits of construction. The cost

of saw cutting existing pavement shall be subsidiary to this item. Any existing improvement shown to remain, which is damaged or destroyed by these operations, shall be replaced at the Contractor's expense. This item shall also include Dust control and shall follow the methods as outlined in NCTCOG 203.6. Measurement for payment shall be on a lump sum basis.

**Pay Item 6: Clearing and Grubbing (including Tree Removal and Protection):**

This item shall consist of all the work, labor, materials and equipment associated with clearing the existing site and shall be in accordance with NCTCOG Item 201.1, "Removal, Protection, and Replacement of Trees, Shrubbery, Plants, Sod, and other vegetation." The contractor shall protect all trees within the right-of-way, unless otherwise noted on the plans. Measurement for payment shall be on a lump sum basis.

**Pay Item 7: Signage and Pavement Markings:**

This item shall consist of the work, labor, equipment, and materials necessary to furnish and install the signs, protect existing signs, and remove and reinstall existing signs as indicated on the plans. Signs shall be installed per the Texas Manual on Uniform Traffic Control Devices (TMUTCD). This item shall also consist of the work, labor, equipment, and materials necessary to install the pavement striping as shown in the plans (Sheets C5.01-C5.05). Street signs and poles shall meet the specifications shown on detail 4 on sheet C1.88. All pavement marking shall follow standard engineering practices, as well as state and federal requirements. Measurement for payment shall be on a lump sum basis.

**Pay Item 8: Unclassified Channel Excavation:**

This item shall consist of all the work, labor, materials and equipment associated with excavating for the proposed channel improvements and shall be in accordance with NCTCOG Item 203.5, "Unclassified Channel Excavation." This pay item also includes hauling all surplus, excavated, and removed material off-site. Measurement for payment shall be on a cubic yard basis.

**Pay Item #9: Unclassified Street Excavation**

This item shall consist of all the work, labor, materials and equipment associated with excavating for the proposed roadway improvements and shall be in accordance with NCTCOG Item 203.2, "Unclassified Excavation." The quantity for this pay item is based upon excavating to the pavement depths as shown in the plans. Excavation includes removing all types of materials including asphalt, concrete, rock, sand and curb. This pay item also includes hauling all surplus, excavated, and removed material off-site. Contractor shall refer to the diagrams on sheet C0.07 for examples of how earthwork was calculated. Measurement for payment shall be on a cubic yard basis using the average end area method.

**Pay Item 10: Embankment**

This item shall consist of all the work, labor, materials and equipment placing and compacting suitable materials obtained from excavation, borrow or any other approved excavation. All work

shall be in accordance with NCTCOG Item 203.7, "Embankment." Measurement and payment shall be on the basis of the price bid per cubic yard.

**Pay Item 11: 7" Reinforced Concrete with Integral 6" Curb (Roadway)**

This item shall consist of all the work, labor, materials and equipment associated with the installation of 7" concrete pavement with a 6" integral curb. Concrete pavement shall be installed to the thickness lines and limits shown on the plan set and in accordance with the project details and the applicable provisions of NCTCOG Item 303, "Portland Cement Concrete Pavement." Measurement and payment shall be on a per square yard basis.

**Pay Item #12: 6" Lime Stabilized Subgrade (8%, 36 lbs/SY)**

This item shall consist of the work, labor and materials necessary to install 6" of lime treated subgrade at the location and grades show on the plans in accordance with NCTCOG Item 301.2

Lime treated subgrades shall be six (6") inches in thickness, unless noted otherwise on the plans. The rate of application for lime treated subgrade shall be thirty-six (36) lbs./square yard. Lime will be applied so that the initial mixing operation can be completed during the same working day. Measurement for payment shall be on a square yard basis.

**Pay Item #13: Hydrated Lime**

The hydrated lime to be used on this project shall conform to NCTCOG Item 301.2.1 with the exception of Item 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. Payment shall be based on the unit price bid per ton.

**Pay Item 14: 6" Flexbase, Grade A Type 1:**

This item shall consist of all the work, labor, materials and equipment associated with providing and installing flexbase over the storm pipe specified on the plans in accordance with NCTCOG Item 301.5,. Flexbase shall be compacted to 95% standard proctor density and within 2 percentage points of optimum moisture. Measurement shall be on a square yard basis.

**Pay Item #15: 6" Reinforced Concrete for Driveways**

This item shall consist of all work, labor materials and equipment required to construct 6" concrete driveways (Minimum compressive strength of 4000 psi at 28 days with #3 bars at 18" on center both ways) at the locations shown on the plans. Driveway approach includes the removal of the existing driveway. The construction shall be in accordance with NCTCOG Item 305.2. The limits of payment for this pay item shall be those limits shown in the plans and other drivable areas indicated as concrete driveway on the plans. Measurement for payment shall be on a square yard basis.

**Pay Item 16: Integral Colored 7" Concrete Truck Apron**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install integral colored concrete truck apron. Integral colored concrete shall conform to the details

shown on the plans and the specifications found on detail 2 of sheet C0.07. Measurement and payment shall be on the basis of the price bid per square yard basis.

**Pay Item 17: 12"x13" Concrete Retaining Wall (Truck Apron)**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install 12"x13" concrete retaining wall. Concrete retaining wall shall be poured separately from the colored concrete apron and shall conform to the details shown on the plans. This item shall include all items required for the installation in accordance with the specifications and the Entryway Details found on detail 2 on sheet C0.07 and detail 2 on sheet C1.89. Measurement and payment shall be on the basis of the price bid per linear foot basis.

**Pay Item 18: 6" Rollover Curb**

This item shall consist of the work, labor, material and equipment necessary to install 6" rollover curb at the locations and grades shown on the plans. This pay item is for the installation of 6" rollover curb along the pavement. Transitions from various heights of curb shall be included in the pay item. Contractor to refer to detail 1 on sheet C1.87. Measurement for payment shall be on a linear foot basis.

**Pay Item 19: 6" Mountable Curb (Splitter Islands)**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install 6" mountable curb. Mountable curb with gutter shall conform to the details shown sheet C1.90. Measurement and payment shall be on the basis of the price bid per linear foot basis.

**Pay Item 20: 3" Mountable Curb (Entryway)**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install 3" mountable curb. Mountable curb shall conform to detail 2 on sheet C0.07 and detail 1 on sheet C1.89. Measurement and payment shall be on the basis of the price bid per linear foot basis.

**Pay item 21: Monolithic Median Nose (Splitter Islands)**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install median nose. Median nose shall conform to the details shown sheet C1.90. Measurement and payment shall be on the basis of the price bid per each basis.

**Pay Item 22: Seeding**

This item consists of the work, labor and materials required to furnish and install seeding as indicated on sheets C4.01-C4.05 and making repairs to disturbed turf per specification NCTCOG 202.6. This pay item includes watering until the seed is established. Revegetation shall be acceptable when vegetation achieves one (1) inch in height, with 85% coverage and no greater than 10 square feet bare. All fertilizer and water for sprinkling shall be included under this pay item. Measurement for payment shall be on a per square yard basis.

**Pay Item 23: 4" Topsoil**

This item consists of the work, labor and materials required to furnish and install topsoil as indicated on the plans per specification NCTCOG 204.2. Measurement for payment shall be on a per square yard basis.

**Pay Item 24: Stamped Concrete**

This Item shall consist of the work, labor, equipment, and materials necessary to place stamped concrete at the crosswalks and parkways as shown in the plans. Contractor shall follow the paving plans, hardscape plan on sheet C8.01 and detail 2 on sheet C1.88 as to the material types, style, pattern and color. Contractor shall provide a shop drawing and mock samples of the stamped concrete prior to construction. City shall approve the shop drawing. Measurement for payment shall be on a square yard basis.

**Pay Item 25: Integral Colored Stamped Concrete (Splitter Islands)**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install integral colored concrete for the splitter island as identified on sheet C8.01. Integral colored concrete shall conform to the details shown on sheet C1.90. Measurement and payment shall be on the basis of the price bid per square yard basis.

**Pay Item #26: 4" Reinforced Concrete Sidewalk (width varies, Class A)**

This item shall consist of the work, labor, materials and equipment necessary to install 4" reinforced concrete sidewalk (Minimum compressive strength of 3600 psi at 28 days with #3 bars at 18" on center both ways) at the locations and grades shown on the plans in accordance to NCTCOG Item 305.2. Measurement for payment shall be on a per square yard basis.

**Pay Item #27: Wall on back of Sidewalk**

This item shall consist of the work, labor, materials and equipment necessary to install a wall with various heights behind sidewalk (Minimum compressive strength of 3600 psi) per detail on sheet C1.89. This pay item includes the wall only. This pay item does not include sidewalk/curbs within the barrier free ramps. Measurement for payment shall be on a linear foot basis.

**Pay Item 30: 5 Strand Wire Fence:**

This item shall consist of the work, labor, equipment, and materials necessary to install 5 strand wire fence at the locations indicated on the plans. This pay item includes all corner posts, wire, clips, foundations, connection and stretcher posts. The fence shall meet the specifications as outlined in the detail on sheet C8.02. The removal of the existing fence is included in General Site Preparation. Measurement for payment shall be on a linear foot basis.

**Pay Item 31: Wood Post Fence**

This item shall consist of the work, labor, equipment, and materials necessary to remove and reinstall the existing wood fence at the locations indicated on the plans. This pay item includes all

corner posts, wire, clips, foundations, connection and stretcher posts. Contractor shall put back the fence once construction is over. The fence shall be restored to equal or better condition than it was before. Wood post fence shall be of the same style as the existing. Measurement for payment shall be on a linear foot basis.

**Pay Item 51: 9' Junction Box**

This item shall consist of the work, labor, equipment, and materials necessary to construct a 9' junction box at the locations indicated on the plans and in accordance to NCTCOG 502.1 and the details provided in the plans. Measurement for payment shall be on a per each basis.

**Pay Item 62 & 78: Storm Drain Trench Safety and Water Line Trench Safety:**

This item consists of the basic requirements which the contractor must comply with in order to provide for the safety and health of workers in a trench. The contractor shall develop, design and implement the trench safety protection system. The contractor shall bear sole responsibility for the adequacy of the trench safety system and providing "a safe place to work" for the workman. The trench excavation safety protection system shall be used for all trench excavations deeper than five (5) feet. The Excavation and Trenching Operations Manual of the Occupational Safety and Health Administration, U.S. Department of Labor, shall be the minimum governing requirement of this item and is hereby made a part of this specification. The contractor shall, in addition, comply with all other applicable Federal, State and local rules, regulations and ordinances.

Measurement and payment shall be at the contract unit on a per linear feet of Trench Safety installed, complete in place. Payment shall be total compensation for the furnishing of all labor, materials, tools, and equipment.

**Pay Item 63, 64 and 65: 12", 8" and 6" Thick Rock Rip Rap:**

This item shall consist of the work, labor, equipment, and materials necessary to place rock riprap at the locations and grades indicated on the plans. Contractor shall over excavate for placement of the rock. A filter fabric shall be placed under the rock and shall be included as part of this pay item. Construction shall be in accordance with NCTCOG Item 803.3. Measurement for payment shall be on a cubic yard basis.

**Pay Item 66: Fire Hydrant Assembly**

This item consists of furnishing and installing fire hydrant assembly which includes all the items identified in the City's standard detail found on sheet C3.06. Fire Hydrant Assembly materials and installation shall meet the requirements of NCTCOG Item 502.3 "Fire Hydrant". Measurement and payment shall be at the contract unit price per each Fire Hydrant Assembly installed, complete in place.

**Pay Item 67: Fire Hydrant and Valve**

This item consists of furnishing and installing a fire hydrant and replacing the existing valve at the locations shown on the plans. Fire Hydrant and valve materials and installation shall meet the

requirements of NCTCOG Item 502.3 "Fire Hydrant". Contractor shall coordinate with the City to determine if an existing valve can not be replaced. Measurement and payment shall be at the contract unit price per each Fire Hydrant and valve installed, complete in place.

**Pay Item 68: 1" Water Line Service**

This item shall consist of the work, labor, equipment, and materials necessary to install water services and connect to the existing water line as shown in the City's standard detail found on sheet C3.06. The length of pipe required for the 1" water line shall be paid for by Pay Item #68 1" Water Line. This item also includes the water meter box and the back flow device. Contractor shall provide the embedment, backfill and testing. This pay item Measurement for payment shall be on a per each basis.

**Pay Item #70: 2" Water Line Service**

This item shall consist of the work, labor, equipment, and materials necessary to install water services and connect to the existing water line as shown in the City's standard detail found on sheet C3.06. The length of pipe required for the 2" water line shall be paid for by Pay Item #70 1" Water Line. This item also includes the water meter box and the back flow device. Contractor shall provide the embedment, backfill and testing. This pay item Measurement for payment shall be on a per each basis.

**Pay Item #72: 8" Water Line Lowering and Horizontal Adjustments**

This item shall consist of the work and labor necessary to lower the existing 8" water line or adjust the 8" water line horizontally as shown on the plans. This pay item includes the fittings needed to make the adjustments and to connect to the existing water main. The length of pipe is included in Pay Item #72 8" DR-18 C900 PVC Pipe. Measurement for payment shall be on a per each basis.

**Pay Item 73 & 74: 8" DR 14 C900 PVC Water Pipe & 16" DR 14 C900 PVC Water Pipe**

This item consists of furnishing and installing 8" and 16" water pipe at the locations shown on the plans, in accordance with the plan details and the Technical Specifications. Pipe shall meet the requirements of NCTCOG Item 501.14 "Polyvinyl Chloride (PVC) Water Pipe". Pipe shall be installed and tested in accordance with NCTCOG Item 506 and the details in the construction plans.

Measurement and payment shall be per linear foot of Water Pipe installed and NCTCOG Item 506.9 and shall include all costs, material and labor required for placement of the specified backfill material. The bid price shall also include all costs associated with the excavation of any rock encountered during the water line installation, water markers placed at locations as determined by the City, and testing the lines in accordance with TCEQ requirements.

**Pay Item 75: 30" Water Line Steel Casing (by Open Cut)**

This item consists of 16" steel casing installed at the locations shown on the plans, in accordance with the plan details and the Technical Specifications. Pipe shall be installed in accordance with NCTCOG Item 509.2 "State Highway Crossings", and the details in the construction plans.

Measurement and payment shall be per linear foot of steel casing and per NCTCOG Item 509.2 and shall include all costs, material and labor required for placement of the specified backfill material. The bid price shall also include all costs associated with the excavation of any rock encountered during the water line installation, water markers placed at locations as determined by the City, and testing the lines in accordance with TCEQ requirements.

**Pay Item 76 & 77: 8" Gate Valve & 16" Gate Valve**

This item consists of the work, labor, equipment and materials to furnish and install 8" and 16" Gate Valves at the locations shown on the plans, in accordance with the plan details. Gate Valve materials and installation shall meet the requirements of NCTCOG Item 502.6.2 "Resilient-Seated Gate Valves for Ordinary Waterworks Service". The pay item also includes all required temporary and/or permanent surface restoration per the plans. This item includes Gate Valves for all depths.

Measurement and payment shall be at the contract unit on a per each Gate Valve installed, complete in place. Payment shall be total compensation for the furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work.

**Pay Item 79: Ductile Iron Fittings:**

This item consists of the work, labor, equipment and materials to install Ductile Iron Fittings at the locations shown on the plans with the plan details, and the Technical Specifications. Item shall be installed in accordance with NCTCOG Item 502.5 "Fittings".

Measurement and payment shall be at the contract unit price per ton for Ductile Iron Fitting installed, complete in place. Payment shall be total compensation for the furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work.

**Pay Item 80: Connect to Existing Water Line**

This item consists of installing a Connection to Existing Water Line at the locations shown on the plans, in accordance with the plan details. Material shall be installed in accordance with NCTCOG Item 502.10 "Connections to Conduit for Service" and the details in the construction plans.

Measurement and payment shall be at the contract unit price for each Connection to an Existing Water Line, complete in place. The contract price shall be the total compensation for the furnishing of all labor, material, tools, equipment, and incidentals necessary to complete the work.

**Pay Item 81: Adjust Existing Sanitary Sewer Manhole to Grade**

This item shall consist of the work, labor, equipment, and materials necessary to adjust the existing sanitary sewer manhole to the proposed grade as shown on the plans. This pay item includes locating the existing sanitary sewer manhole. Measurement for payment shall be on a per each basis.

**Pay Item 82: Precast Wheel Stops**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install precast wheel stops at the locations shown on the plans. Wheel Stops shall conform to detail 2 shown on sheet C1.87. Measurement and payment shall be on a per each basis.

**Pay Item 83: Pedestrian Handrail**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install a pedestrian handrail in accordance with detail 5 on sheet C1.88. The pedestrian rail shall meet all ADA requirements. Measurement and payment shall be on a linear feet basis.

**Pay Item 84: Metal Beam Guard Fence (Timber Post)**

This item shall consist of the work, labor, equipment, and materials necessary to install the metal beam guard fence at the locations shown in the plans and in accordance with TxDOT Item 540 and TxDOT detail GF(31)-19. Measurement for payment shall be on a per linear foot basis.

**Pay Item 85: Guardrail End Treatments**

This item shall consist of the work, labor, equipment, and materials necessary to install the guardrail end treatments at the location shown in the plans and in accordance with TxDOT Item 544 and TxDOT detail SGT (12S) 31- 18. Measurement for payment shall be on a per each basis.

**Pay Item 86: Entry Sign**

Construct entry monument sign, concrete footing, rebar, Corten steel panel with laser cut letters, and all materials necessary per Details and Construction Drawings. Payment for this item shall be at the contract unit price per lump sum, and include all labor, equipment, concrete, rebar, steel, grout and mortar, epoxy, and any materials necessary for installation of the entry sign per the construction details and drawings. Refer to proposal form.

SHOP DRAWING SUBMITTAL: Required. Provide a sealed PE structural detail for footing drawing for the entry sign and material submittal for the boulders, lettering, Corten steel panel, and logo for review and approval prior to ordering.

**Pay Item 87: Proposed Canopy Trees (3" Caliper)**

Install 3" canopy trees per Planting Details and Construction Drawings. Refer to the Construction Drawings for general placement. Obtain approval from City prior to placement and installation.

Payment for this item shall be at the contract unit price per each, and include all labor, equipment, and materials necessary for installation of trees. Refer to Proposal Form.

SHOP DRAWING SUBMITTAL: Required. Provide a material submittal per plans and specifications for review and approval at least 10 days prior to ordering.

**Pay Item 88: Proposed Ornamental Trees (2" Caliper)**

Install 2" caliper ornamental trees per Planting Details and Construction Drawings. Refer to the Construction Drawings for general placement. Obtain approval from City prior to placement and installation. Payment for this item shall be at the contract unit price per each, and include all labor, equipment, and materials necessary for installation of trees. Refer to Proposal Form.

SHOP DRAWING SUBMITTAL: Required. Provide a material submittal per plans and specifications for review and approval at least 10 days prior to ordering.

**Pay Item 89: 5 Gallon Shrub**

Install 5-gallon shrubs per Planting Details and Construction Drawings. Refer to the Construction Drawings for general placement. Payment for this item shall be at the contract unit price per each, and include all labor, equipment, and materials necessary for installation of shrubs. Refer to Proposal Form.

SHOP DRAWING SUBMITTAL: Required. Provide a material submittal per plans and specifications for review and approval at least 10 days prior to ordering.

**Pay Item 90: 3 Gallon Ornamental Grasses**

Install 3-gallon shrubs per Planting Details and Construction Drawings. Refer to the Construction Drawings for general placement. Payment for this item shall be at the contract unit price per each, and include all labor, equipment, and materials necessary for installation of shrubs. Refer to Proposal Form. Required. Provide a material submittal per plans and specifications for review and approval at least 10 days prior to ordering.

SHOP DRAWING SUBMITTAL: Required. Provide a material submittal per plans and specifications for review and approval at least 10 days prior to ordering.

**Pay Item 91: 1 Gallon Groundcover**

Install groundcovers per Details and Construction Drawings. Refer to the Construction Drawings for general placement.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per square foot, and include all labor, equipment, and materials necessary for installation of groundcover.

SHOP DRAWING SUBMITTAL: Required. Provide a material submittal per plans and specifications for review and approval at least 10 days prior to ordering.

**Pay Item 92: Seed Mix**

Install seed mix per planting plan, Details and Construction Drawings. Refer to the Construction Drawings for general placement and plant species specification.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per square foot, and include all labor, equipment, and materials necessary for installation of seed mix.

SHOP DRAWING SUBMITTAL: Required. Provide a material submittal per plans and specifications for review and approval at least 10 days prior to ordering.

**Pay Item 93: Plant Bed Prep/Mix (12" Depth)**

Planting areas shall be dug and soil fully prepared, graded and made ready to receive the plants before delivery of plant materials. After planting, all beds shall be one (1") inch above finished grade to allow for settling.

All planting beds shall be excavated to twelve (12") inches below finished grade by Landscape/General Contractor, and all debris, stone, rubbish, weeds, and topsoil shall be removed from the site. The subgrade shall be tilled to a depth of six (6") inches and the planting bed shall be backfilled with soil compost mix as available from Living Earth Resources, Inc., Houston, Texas or approved equal. Upon replacement of topsoil with mix and after watering in, the bed should be at the specified level.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per cubic yard, and include all labor, equipment, and materials necessary for installation.

**Pay Item 94: Hardwood Mulch (3" Depth)**

This item shall include installation of woven fabric weed barrier, compost top dressing, and shredded hardwood mulch for protection of the plant beds. Payment for installing and maintaining the mulch materials shall include all equipment, labor, tools and related materials necessary to complete the work. This item shall be paid for per cubic yard of mulch applied in place.

**Pay Item 95: Boulders**

Install boulders per details and construction drawings. Refer to the construction plans for placement. This item shall include all labor, materials, equipment, and incidentals necessary to install the boulders as shown in the plans and details. Payment for this item shall be at the contract unit price per each, and include all labor, equipment, and materials necessary for installation of boulders. Refer to Proposal Form.

SHOP DRAWING SUBMITTAL: Required. Provide a material submittal per plans and specifications for review and approval at least 10 days prior to ordering.

**Pay Item 96: Irrigation**

This item shall include furnishing and installation of all irrigation systems for tree bubblers and drip irrigation as shown on the plans. This item includes furnishing and installing all necessary items to provide a complete, functional and in place electrical services and connections to power the irrigation system. The price for each irrigation system shall include all water lines, meters, controllers, valves, heads, water meter, backflow device, rain sensor, flow sensor, and other appurtenances necessary for construction of the systems, and shall include all labor, equipment

and materials necessary to complete the work. This item shall include the work, labor, material, and equipment necessary for the installation of sleeves or bores as shown on the plans This item shall be paid for as lump sum.

**Pay Item 97: Testing Allowance**

- a. The Owner shall select the Testing lab to be used on the project.
- b. The Owner, as he deems necessary, shall have the authority to test materials, equipment and in place construction to verify compliance with project specifications. The expense of tests shall be paid for through the testing allowance as specifically noted within this specification. The failure of the Owner to make any tests shall in no way relieve the Contractor of his responsibility to provide materials, equipment, and in place construction which comply with project specifications. The Contractor shall provide such facilities as the Owner may require for collecting and forwarding samples and shall not, without specific written permission of the Owner, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the Owner.
- c. An allowance has been established in the bid proposal for soil and pavement testing. Any utility testing shall be paid for under the utility pay item relevant to the test (subsidiary pay). This amount is approximate and may not be fully spent. The Owner will reimburse the Contractor for only invoices submitted to the Owner for approved testing. A two percent (2%) markup will be allowed for all approved invoices. Contractor shall give the Owner's Representative timely notice of readiness of the Work for all required inspections, tests or approvals. The site must be ready for testing upon the Contractor's notification to the Owner's Representative. Should the site not be properly prepared for testing upon the arrival of the testing agent, any costs which are incurred will be borne solely by the Contractor. All other testing (water line sterilization, pressure testing, etc.) will be at Contractor's expense.

**Pay Item 98: Street Light Foundation:**

This item shall consist of the work, labor, equipment, and materials necessary to construct street light foundations as shown on the plans. The foundations shall meet the specifications as outlined in the detail on sheet C6.06. The locations of the foundations are approximate and can be adjusted in the field. The foundations shall avoid all potential improvements and existing trees. Measurement for payment shall be on a per each basis.

**Pay Item 99: 2" Sch. 40 Conduit:**

This item shall consist of the work, labor, equipment, and materials necessary to install 2" Sch. 40 conduit at the locations shown on the plans. The location of the conduit is approximate and can be adjusted in the field. The 2" Sch. 40 conduit needs to connect the street lights to the nearest power pole. The conduit shall avoid all potential improvements and existing trees. The trenching for the conduit cannot impact the existing trees or root systems. Measurement for payment shall be on a linear foot basis.

**Pay Item 100: Secondary Connection Box:**

This item shall consist of the work, labor, equipment, and materials necessary to construct secondary connection boxes as shown on the plans. The boxes shall meet the specifications as outlined in the detail on sheet C6.06. The locations of the boxes are approximate and can be adjusted in the field. The boxes shall avoid all potential improvements and existing trees. Measurement for payment shall be on a per each basis.

**Pay Item 101: 2" Type D on 4" Type B:**

This item shall consist of the work, labor and materials necessary to install 2" Type D HMAC on 4" Type B HMAC as shown in the plans and as needed during construction. Construction methods shall be in accordance with NCTCOG Item 302.9. This item also includes the temporary road mentioned in the TCP Narrative. The contract price per square yard shall include both the 2" Type C and 4" Type B. Measurement for payment shall be on a per square yard basis.

**Pay Item 103: Steel Plate (Parking Medians)**

This item shall consist of the work, labor, equipment and materials required to furnish and install a steel plate (slip resistant, stainless steel or galvanized steel) at the locations specified on the plans. This item shall include the connections, bolts, concrete or metal supports, fasteners and all the materials shown in detail 3 on Sheet C1.87. Measurement and payment shall be on a per each basis.

**Pay Item 104: Mailbox Relocations and Reconstruction**

This item shall consist of the work, labor, materials and equipment needed to remove and relocate the existing mailboxes as shown on the plans.

The following addresses have mailboxes that are brick which the contractor shall try to salvage.

- 2005 Lakeshore Drive
- 2009 Lakeshore Drive
- 2011 Lakeshore Drive
- 2107 Lakeshore Drive
- 2113 Lakeshore Drive
- 2119 Lakeshore Drive
- 2201 Lakeshore Drive
- 2211 Lakeshore Drive
- 2307 Lakeshore Drive
- 2505 Lakeshore Drive
- 2509 Lakeshore Drive

Contractor shall try to salvage the brick/stone of the existing mailboxes and use it in the reconstruction of the mailbox in the new location as shown on the plans. If Contractor is unable to salvage the bricks the contractor shall coordinate with the City on the new material of the new mailboxes. The contractor shall install mailboxes that are equal to or better than the existing

condition of the mailboxes. All mailboxes shall be placed 6" from the back of curb. Measurement for payment shall be on a per each basis.

**Pay Item 105: Remove and Relocate Mailbox (Wood Post or Metal Post)**

This item shall consist of the work, labor, equipment, and materials necessary to remove and relocate the existing mailbox (wood post or metal post) as shown on the plans. The contractor shall coordinate the final location of the mailbox with city staff and the resident to which the mailbox belongs to. Measurement for payment shall be on a per each basis.

**Pay Item 106: Flashing Beacon**

This item shall consist of the work, labor, materials and equipment needed to install a flashing beacon on the proposed stop sign at the location shown in the plans. Flashing Beacon shall be model R247-MX from Carmanah or approved equal. Contractor shall provide shop drawings to the City for approval. Measurement for payment shall be on a per each basis.

**Pay Item 107: Sidewalk Underdrain**

This item shall consist of the work, labor, equipment and materials required to furnish and install a sidewalk underdrain which includes the steel plate (slip resistant, stainless steel or galvanized steel), connections, bolts, concrete or metal supports and all fasteners. This pay item shall include all the materials shown in detail 1 on Sheet C2.51. Measurement and payment shall be on a per each basis.

**Pay Item 108: Dead End Barricade**

This item shall consist of the work, labor, equipment, and materials necessary to install a dead end barricade at the location indicated on the plans. This pay item includes all posts, foundations, anchors, bolts, signage and rip-rap necessary to complete the work. The barricade shall meet the specifications as outlined in TxDOT detail D& OM (4)-20. Measurement for payment shall be on a per each basis.

**Pay Item 109: Remove and Relocate Existing Water Meters**

This item shall consist of the work, labor, equipment, and materials necessary to remove and relocate the existing water meters at the locations indicated on the plans. The contract price shall be the total compensation for the furnishing of all labor, material, tools, equipment, and incidentals necessary to complete the work. Measurement for payment shall be on a per each basis.

**Pay Item 110: Pipe Fence**

This item shall consist of the work, labor, equipment, and materials necessary to install pipe fence at the locations indicated on the plans. This pay item includes all corner posts, wire, clips, foundations, connection and stretcher posts. Contractor shall put back the fence once construction is over. The fence shall be restored to equal or better condition than it was before.

Pipe fence shall be of the same style as the existing. Measurement for payment shall be on a linear foot basis.

**Pay Item 111: Construction Allowance**

This item provides an allowance against which extra work required by the Engineer and City, if necessary, at its sole discretion may be performed. Payment for extra work shall be made by lump sum price agreed on in writing by the Engineer and the Contractor and approved by the Owner before said work is commenced, subject to all other conditions of the contract. The Contractor will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the extra work. Any remaining money left in this allowance budget at the conclusion of the project will be kept by the City.

*End Section*

Section N

CONTRACTOR PAYMENT FORMS



**CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT**

THE STATE OF TEXAS )  
COUNTY OF JOHNSON )

CONTRACTOR'S AFFIDAVIT OF  
FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_  
("Affiant"), who, after being by me duly sworn, deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_  
(corporation, partnership, trade name) of \_\_\_\_\_ (County, State Texas) the  
("Contractor"), which said Contractor was awarded the contract dated the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, for the \_\_\_\_\_ (the "Work" ),  
for a total consideration of \_\_\_\_\_ Dollars to be paid to the said  
Contractor (the "Contract"), and the Affiant has full power of authority to make this affidavit.

That CITY OF CLEBURNE (the "Owner") has received the request for final payment on said Work, and that  
the said contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the  
Texas Property code, and Article 510 of the Revised civil Statues of the State of Texas, or any other  
applicable statues or charter provisions, and that all just bills for labor and materials have been paid and  
charged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby  
accepts the amount of \_\_\_\_\_ Dollars as FULL AND FINAL  
PAYMENT under the aforementioned contract, and hereby waives and releases any right against the  
Owner arising out of or in any manner connected with the performance of the work and/or his Contract,  
including but not limited to claims of third parties that supplied material and/or labor for the Work for or  
through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for  
recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend,  
hold harmless and indemnify the Owner from any such claims of such Subcontractors. The contractor  
further releases the Owner from any claim or liability arising from any act or neglect of the Owner related  
to or connected with the contract, and shall not be deemed or alter or modify the terms and provisions of  
said Contract.

\_\_\_\_\_

By \_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public, in and for the State of Texas)

\_\_\_\_\_  
(Printed Name of Notary)

My Commission expires: \_\_\_\_\_



CONSENT OF SURETY COMPANY  
TO FINAL PAYMENT

PROJECT: \_\_\_\_\_

OWNER: City of Cleburne PROJECT NUMBER: N/A

CONTRACTOR: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

*The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.*

In witness whereof, the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Authorized Representative

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

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

Attach Power of Attorney



CONSENT OF SURETY COMPANY TO FULL  
RELEASE OF RETAINAGE

PROJECT:

OWNER: CITY OF CLEBURNE  
CONTRACTOR: \_\_\_\_\_  
ENGINEER: \_\_\_\_\_

PROJECT NUMBER:

*The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves total release of retainage to the Contractor in the amount of \_\_\_\_\_, and agrees that payment of this amount to the Contractor shall not relieve the Surety Company of its obligations to the Owner under the terms of the Contract, and as set forth in said Surety Company's bond.*

In witness whereof, the Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Authorized Representative

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

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

Attach Power of Attorney

## Section O

### Technical Specifications



June 6, 2024  
Project No.: 24002005.001A

Kimley-Horn & Associates  
801 Cherry Street, Unit 11, Suite 1300  
Fort Worth, Texas 76102

Attention: Mr. Ivan Lopez

**Subject: Geotechnical Recommendations  
Lakeshore Drive – S Nolan River Road to Country Club Road  
Cleburne, Texas**

Dear Mr. Lopez:

Kleinfelder provided a field investigation to assist in the design and construction for improvements to Lakeshore Drive project located north of Kirtley Park between S. Nolan River Road to Country Club Road in Cleburne, Texas. Three borings were drilled to provide data at the proposed location. This letter provides recommendations for pavement for this project.

#### **PROJECT DESCRIPTION**

We understand that Kimley-Horn is planning to make improvements along Lakeshore Drive between S. Nolan River Road to Country Club Road in Cleburne, Texas.

#### **SITE CONDITIONS**

Kleinfelder recently completed three boring along Lakeshore Drive (Borings P-1 through P-3). The approximate boring location is shown on Figure 1. Logs of the borings are attached. Figures 2 and 3 provide keys for the descriptions and symbols used on the boring logs. During our field exploration on February 14, 2023, subsurface conditions consisted generally of hard fat clays, lean clays, and weathered limestone to the maximum depth drilled of approximately 10 feet. Approximately 2.5 inches of asphalt was encountered at the ground surface.

Groundwater was not observed in these borings drilled to a depth of 10 feet below ground surface. Groundwater levels are known to fluctuate due to local and regional factors, including seasonal changes and irrigation. There may be groundwater perched within the weathered limestone, especially during rainy seasons.

#### **PAVEMENT RECOMMENDATIONS**

The following sections provide recommendations for the pavements for Lakeshore Drive, north of Kirtley Park.

## Pavement Thickness

The pavement thickness calculation for the new rigid pavement section was performed using the following assumed parameters. The pavement thickness calculation for the new pavement section was performed using Pavement Analysis Software (WinPAS), Version 1.0.4, which is based on the AASHTO pavement design procedures. Values used in the analysis of the pavement capacity are as follows:

- Light Duty: 473,300 ESALs
- 20-year design life
- 85% Reliability
- 0.35 Overall Deviation
- 4,000 (psi) Concrete compressive strength at 28 days
- 3,600,000 psi Concrete Modulus of Elasticity
- 2.7 Load Transfer Coefficient (assumes the use of load transfer dowels across joints)
- 1.0 Drainage Coefficient (assumes slow, positive drainage)
- 4.5 Initial Serviceability
- 2.25 Terminal Serviceability (Minor Collector)

These values were selected based upon guidance in the AASHTO manual, experience with similar roadways, the City of Cleburne Texas Code of Ordinances, 2022 Master Thoroughfare Plan, Standard Construction Details, and engineering judgment. We understand that Lakeshore Drive will not have high traffic loads with the exception of garbage collection trucks. Therefore, we assumed that City of Cleburne standards for residential streets apply to Lakeshore Drive.

**TABLE 4.1: PAVEMENT THICKNESS**

Traffic Type	Pavement and Subgrade Thickness
Residential	6 inches Portland Cement Concrete (PCC)
	6 inches Lime Stabilized Subgrade

The recommended pavement is intended to provide a sufficient thickness of structural materials, such that wheel loads are widely distributed, allowing the subgrade to fully support the anticipated loads without causing damage or failure. While the pavement may be structurally adequate, it can still experience cracking and movement due to the expansive subgrade. Please note that the purpose of lime stabilizing the pavement subgrade is to increase the subgrade strength and reduce its post-construction swell potential.

## Pavement Material Specifications

The project will include the placement of on-site soil and imported fills. Compaction and material requirements for these materials are presented below.

- Portland Cement Concrete - Concrete with a minimum 28-day compressive strength of 4,000 psi is recommended for the pavement. Concrete should be reinforced. Concrete should include air entrainment to increase temperature resistance.
- Lime Stabilized Subgrade – TxDOT Item 260. Apply and mix hydrated lime at a minimum application rate of 8 percent or 36 pounds of lime per square yard for a 6-inch layer. The well mixed material should be allowed to mellow for at least 72 hours at above optimum moisture

content, re-mixed and compacted to a minimum of 95 percent of ASTM D698 (Standard Proctor density) between 2 and 5 percentage points above the optimum moisture content. It is the contractor's responsibility to protect the stabilized subgrade from drying, dusting, or cracking prior to concrete paving. This can be accomplished by frequent application of water to the surface or application of an emulsified asphalt. We recommended a lime series be performed with the lime selected by the contractor to confirm the recommended lime application rate.

### **Subgrade Preparation**

Some areas of the alignment are likely to have weathered limestone at finish subgrade elevation, making lime stabilization impractical in these areas. Rather than remove and replace the weathered limestone, we recommend the subgrade be lightly scarified (2 to 3 inches) and recompacted, A flexible base should be used to smooth out the subgrade prior to paving.

Based on our calculations, we estimate potential vertical movement (PVM) based on the existing moisture conditions is less than 1 inch to approximately 4 inches. If the City of wants to lower the risk for post-construction subgrade heave, we can provide recommendations to reduce subgrade movement. Subgrade modification generally consists of excavation, moisture conditioning and recompacting of high plasticity clays capped with a lime stabilized subgrade. If this option is selected, Kleinfelder should be notified to review and provide recommendations based on allowable tolerance.

### **Additional Pavement Considerations**

The lime stabilized subgrade should extend a minimum of 12 inches outside the curb line. This will improve the support for the edge of the pavement and also lessen the "edge effect" associated with shrinkage during dry periods. The use of sand as a leveling course below pavement in expansive clay areas should be prevented as these porous soils can allow water inflow between the pavement and subgrade, facilitating heave and strength loss within the subgrade soil.

It is important to reduce moisture changes in the pavement subgrade and subbase. The pavement and adjacent areas should be well drained. The pavement and surrounding grades must have positive drainage that quickly removes surface water and inhibits the absorption of surface water into the subgrade soils. Regular maintenance should be performed on cracks in the pavement surface to reduce water passing through to the base or subbase material. Even with these precautions, some distress may still occur, which will require periodic maintenance.

Consideration should be given to the location of existing and proposed trees, as they have been documented to desiccate surrounding subgrade soil and result in soil shrinkage and settlement. The zone of the desiccation varies by tree, but it is generally recommended that trees are set back so that the drip-line of the mature tree will not extend over or near the pavement structure. If existing mature trees are allowed to remain adjacent to the roadway, we recommend the installation of root barriers, along the entirety of the road, to keep these trees from causing differential movement of the new roadway. Should any trees be removed, care should be taken to remove as much of the root system as is practical and replace the excavated soils with "like" soils, moisture conditioned and compacted as recommended in this report.

**LIMITATIONS**

This work was performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder’s profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions and opinions are based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no other representation, guarantee, or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This letter may be used only by Kimley-Horn & Associates and their agents in responsible charge and only for the purposes stated for this specific engagement within a reasonable time from its issuance, but in no event later than two years from the date of the letter.

**CLOSURE**

We appreciate the opportunity to be of professional service to you on this project. If you have any questions regarding this report or if we can be of further service, please contact us at 972.868.5900.

Respectfully submitted,

**KLEINFELDER, INC.**

Texas Registered Engineering Firm F-16438

  
Kimberly L. Fyffe  
Staff Professional


  
Richard J. Hammerberg, PE  
Senior Program Manager

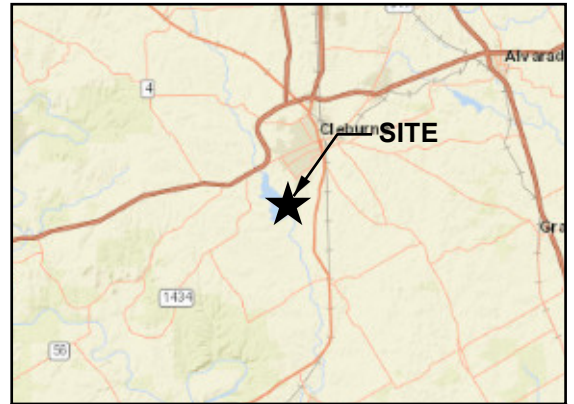


**Attachments:**

- APPENDIX A
- Exploration Location Plan and Vicinity Map..... Figure 1
- Graphics Key ..... Figure 2
- Soil Description Key ..... Figure 3
- Rock Description Key ..... Figure 4
- Boring Logs ..... Borings P-1 through P-3
- Lime Series
- Standard Proctor and California Bearing Ratio



LEGEND	
	SOIL BORING



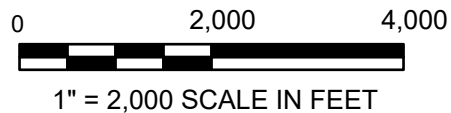
VICINITY MAP

NOT TO SCALE

**NOTES:**  
 1. BASE MAPPING AND VICINITY MAP CREATED FROM LAYERS COMPILED BY ESRI PRODUCTS.  
 2. COORDINATE SYSTEM: NAD 1983 2011 STATEPLANE TEXAS NORTH CENTRAL FIPS 4202



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GIS FILE PATH: \\azrgisstor03\working\_clients\Automated\_Exploration Plans\24002005.001A\_KirtleyParkImprovements\_20240501\_kfyffe\APRX1  
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 PLOTTED: 5/1/2024 5:15 PM BY: KFYFFE



PROJECT NO.  
24002005.001A

DRAWN BY: KFYFFE

CHECKED BY: RH

DATE: 05-01-2024

EXPLORATION LOCATION PLAN  
AND VICINITY MAP

Kirtley Park Improvements  
Lakeshore Drive  
Cleburne, Texas

FIGURE

1

**DRILLING METHOD/SAMPLER TYPE GRAPHICS**

	AUGER
	CONTINUOUS FLIGHT AUGER
	PUSH TUBE SAMPLER
	STANDARD PENETRATION SPLIT SPOON SAMPLER (2 in. (50.8 mm.) outer diameter and 1-3/8 in. (34.9 mm.) inner diameter)
	TEXAS CONE PENETRATION

**GROUND WATER GRAPHICS**

	WATER LEVEL (level where first observed)
	WATER LEVEL (level after stabilizing period)
	WATER LEVEL (additional levels after exploration)
	OBSERVED SEEPAGE

**NOTES**

- The report and graphics key are an integral part of these logs. All data and interpretations in this log are subject to the explanations and limitations stated in the report.
- Solid lines separating strata on the logs represent approximate boundaries only, dashed lines are inferred or extrapolated boundaries. Actual transitions may be gradual or differ from those represented.
- No warranty is provided as to the continuity of soil or rock conditions between individual sample locations.
- Logs represent general soil or rock conditions observed at the point of exploration on the date indicated.
- In general, Unified Soil Classification System (ASTM D2488/D2487) designations presented on the logs were based on visual classification in the field and were modified where appropriate based on gradation and index property testing.
- Fine grained soils that plot within the hatched area on the Plasticity Chart, and coarse grained soils with between 5% and 12% passing the No. 200 sieve require dual USCS symbols, i.e., CL-ML, GW-GM, GP-GM, GW-GC, GP-GC, GC-GM, SW-SM, SP-SM, SW-SC, SP-SC, SC-SM.
- If sampler is not able to be driven at least 6 inches then 50/X indicates number of blows required to drive the identified sampler X inches with a 140 pound hammer falling 30 inches.
- TCP-Texas Cone Penetrometer: A 3 inch diameter by 2.5 inch long 60 degree conical point driven with a 170 ±2 pound hammer dropped 24 ±0.5 inches.

**ABBREVIATIONS**

- C<sub>u</sub> - Coefficients of Uniformity
- C<sub>c</sub> - Coefficients of Curvature
- WOH - Weight of Hammer
- WOR - Weight of Rod

**REFERENCES**

1. American Society for Materials and Testing (ASTM), 2011, ASTM D2487: Classification of Soils for Engineering Purposes (Unified Soil Classification System).

**UNIFIED SOIL CLASSIFICATION SYSTEM<sup>1</sup>**

<b>GRAVELS</b> (More than 50% of coarse fraction retained on No. 200 Sieve)	CLEAN GRAVEL WITH <5% FINES		GW	WELL-GRADED GRAVEL, WELL-GRADED GRAVEL WITH SAND		
			GP	POORLY GRADED GRAVEL, POORLY GRADED GRAVEL WITH SAND		
			GW-GM	WELL-GRADED GRAVEL WITH SILT, WELL-GRADED GRAVEL WITH SILT AND SAND		
			GW-GC	WELL-GRADED GRAVEL WITH CLAY (OR SILTY CLAY), WELL-GRADED GRAVEL WITH CLAY AND SAND (OR SILT CLAY AND SAND)		
			GP-GM	POORLY GRADED GRAVEL WITH SILT, POORLY GRADED GRAVEL WITH SILT AND SAND		
			GP-GC	POORLY GRADED GRAVEL WITH CLAY (OR SILTY CLAY), POORLY GRADED GRAVEL WITH CLAY AND (OR SILTY CLAY AND SAND)		
	GRAVELS WITH 5% TO 12% FINES		GM	SILTY GRAVEL, SILTY GRAVEL WITH SAND		
			GC	CLAYEY GRAVEL, CLAYEY GRAVEL WITH SAND		
			GC-GM	SILTY, CLAYEY GRAVEL SILTY, CLAYEY GRAVEL WITH SAND		
		<b>COARSE GRAINED SOILS</b> (More than 50% of coarse fraction passes the No. 4 Sieve)	CLEAN SANDS WITH <5% FINES		SW	WELL-GRADED SAND, WELL-GRADED SAND WITH GRAVEL
					SP	POORLY GRADED SAND, POORLY GRADED SAND WITH GRAVEL
			SANDS WITH 5% TO 12% FINES		SW-SM	WELL-GRADED SAND WITH SILT, WELL-GRADED SAND WITH SILT AND GRAVEL
	SW-SC			WELL-GRADED SAND WITH CLAY (OR SILTY CLAY), WELL-GRADED SAND WITH CLAY AND GRAVEL (OR SILTY CLAY AND GRAVEL)		
	SP-SM			POORLY GRADED SAND WITH SILT, POORLY GRADED SAND WITH SILT AND GRAVEL		
	SP-SC			POORLY GRADED SAND WITH CLAY, POORLY GRADED SAND WITH CLAY AND GRAVEL (OR SILTY CLAY AND GRAVEL)		
SANDS WITH > 12% FINES				SM	SILTY SAND, SILTY SAND WITH GRAVEL	
				SC	CLAYEY SAND, CLAYEY SAND WITH GRAVEL	
			SC-SM	SILTY, CLAYEY SAND, SILTY, CLAYEY SAND WITH GRAVEL		
	<b>FINE GRAINED SOILS</b> (50% or more passes the No. #200 sieve)		SILTS AND CLAYS (Liquid Limit less than 50)		ML	SILT, SILT WITH SAND, SILT WITH GRAVEL
				CL	LEAN CLAY, LEAN CLAY WITH SAND, LEAN CLAY WITH GRAVEL	
				CL-ML	SILTY CLAY, SILTY CLAY WITH SAND, SILTY CLAY WITH GRAVEL	
SILTS AND CLAYS (Liquid Limit 50 or greater)			OL	ORGANIC CLAY, ORGANIC CLAY WITH SAND, ORGANIC CLAY WITH GRAVEL, ORGANIC SILT, ORGANIC SILT WITH SAND, ORGANIC SILT WITH GRAVEL		
			MH	ELASTIC SILT, ELASTIC SILT WITH SAND, ELASTIC SILT WITH GRAVEL		
			CH	FAT CLAY, FAT CLAY WITH SAND, FAT CLAY WITH GRAVEL		
			OH	ORGANIC CLAY, ORGANIC CLAY WITH SAND, ORGANIC CLAY WITH GRAVEL, ORGANIC SILT, ORGANIC SILT WITH SAND, ORGANIC SILT WITH GRAVEL		

**NOTE: USE MATERIAL DESCRIPTION ON THE LOG TO DEFINE A GRAPHIC THAT MAY NOT BE PROVIDED ON THIS LEGEND.**

 <b>KLEINFELDER</b> Bright People. Right Solutions.	PROJECT NO.: 24002005.001A	<b>GRAPHICS KEY</b>  Kirtley Park Improvements Lakeshore Drive Cleburne, Texas	FIGURE
	DRAWN BY:  CHECKED BY:  DATE:		2

**GRAIN SIZE<sup>1</sup>**

DESCRIPTION	SIEVE SIZE	GRAIN SIZE
Boulders	>12 in.	>12 in. (304.8 mm.)
Cobbles	3 - 12 in.	3 - 12 in. (76.2 - 304.8 mm.)
Gravel	coarse	3/4 - 3 in. (19 - 76.2 mm.)
	fine	#4 - 3/4 in. (0.19 - 0.75 in. (4.8 - 19 mm.))
Sand	coarse	#10 - #4 (0.079 - 0.19 in. (2 - 4.9 mm.))
	medium	#40 - #10 (0.017 - 0.079 in. (0.43 - 2 mm.))
	fine	#200 - #40 (0.0029 - 0.017 in. (0.07 - 0.43 mm.))
Fines	Passing #200	<0.0029 in. (<0.07 mm.)

**SECONDARY CONSTITUENT<sup>1</sup>**

Term of Use	AMOUNT	
	Secondary Constituent is Fine Grained	Secondary Constituent is Coarse Grained
Trace	<5%	<15%
With	≥5 to <15%	≥15 to <30%
Modifier	≥15%	≥30%

**PLASTICITY<sup>1</sup>**

DESCRIPTION	CRITERIA
Non-Plastic	A 1/8 in. (3 mm) thread cannot be rolled at any water content.
Low	The thread can barely be rolled and the lump cannot be formed when drier than the plastic limit.
Medium	The thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rerolled after reaching the plastic limit. The lump crumbles when drier than the plastic limit.
High	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be rerolled several times after reaching the plastic limit. The lump can be formed without crumbling when drier than the plastic limit.

**MOISTURE CONTENT<sup>1</sup>**

DESCRIPTION	FIELD TEST
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table

**CONSISTENCY - FINE-GRAINED SOIL<sup>2,3</sup>**

CONSISTENCY	SPT - N (# blows / ft)	Pocket Pen (tsf)	UNCONFINED COMPRESSIVE STRENGTH (Q <sub>u</sub> )(psf)	VISUAL / MANUAL CRITERIA
Very Soft	<2	PP < 0.25	<500	Easily penetrated several inches by fist
Soft	2 - 4	0.25 ≤ PP < 0.5	500 - 1,000	Easily penetrated several inches by thumb
Medium Stiff	4 - 8	0.5 ≤ PP < 1	1,000 - 2,000	Can be penetrated several inches by thumb with moderate effort
Stiff	8 - 15	1 ≤ PP < 2	2,000 - 4,000	Readily indented by thumb but penetrated only with great effort
Very Stiff	15 - 30	2 ≤ PP < 4	4,000 - 8,000	Readily indented by thumbnail
Hard	>30	4 ≤ PP	>8,000	Indented by thumbnail with difficulty

**APPARENT DENSITY - COARSE-GRAINED SOIL<sup>2</sup>**

APPARENT DENSITY	SPT-N (# blows / ft)
Very Loose	<4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	>50

**STRUCTURE<sup>1</sup>**

DESCRIPTION	CRITERIA
Stratified	Alternating layers of varying material or color with layers at least 1/4-in. (6mm) thick, note thickness.
Laminated	Alternating layers of varying material or color with the layers less than 1/4-in. (6 mm) thick, note thickness.
Fissured	Breaks along definite planes of fracture with little resistance to fracturing.
Slickensided	Fracture planes appear polished or glossy, sometimes striated.
Blocky	Cohesive soil that can be broken down into small angular lumps which resist further breakdown.
Lensed	Inclusion of small pockets of different soils, such as small lenses of sand scattered through a mass of clay; note thickness.
Homogeneous	Same color and appearance throughout

**ANGULARITY<sup>1</sup>**

DESCRIPTION	CRITERIA
Angular	Particles have sharp edges and relatively plane sides with unpolished surfaces.
Subangular	Particles are similar to angular description but have rounded edges.
Subrounded	Particles have nearly plane sides but have well-rounded corners and edges.
Rounded	Particles have smoothly curved sides and no edges.

**REACTION WITH HYDROCHLORIC ACID<sup>1</sup>**


DESCRIPTION	FIELD TEST
None	No visible reaction
Weak	Some reaction, with bubbles forming slowly
Strong	Violent reaction, with bubbles forming immediately

**CEMENTATION<sup>1</sup>**

DESCRIPTION	FIELD TEST
Weakly	Crumbles or breaks with handling or little finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

**REFERENCES**

- American Society for Materials and Testing (ASTM), 2017, ASTM D2488: Standard Practice for Description and Identification of Soils (Visual Manual Procedures).
- Terzaghi, K and Peck, R., 1948, Soil Mechanics in Engineering Practice, John Wiley & Sons, New York.
- United States Department of the Interior Bureau of Reclamation (USBR), 1998, Earth Manual, Part I.

	PROJECT NO.: 24002005.001A	<b>SOIL DESCRIPTION KEY</b> (For additional tables, see ASTM D2488)	<b>FIGURE</b>  <b>3</b>
	DRAWN BY: CHECKED BY: DATE:		

**INFILLING TYPE<sup>3</sup>**

NAME	ABBR	NAME	ABBR
Albite	Al	Muscovite	Mus
Apatite	Ap	None	No
Biotite	Bi	Pyrite	Py
Clay	Cl	Quartz	Qz
Calcite	Ca	Sand	Sd
Chlorite	Ch	Sericite	Ser
Epidote	Ep	Silt	Si
Gypsum	Gy	Talc	Ta
Iron Oxide	Fe	Unknown	Uk
Manganese	Mn		

**DENSITY/SPACING OF DISCONTINUITIES<sup>5</sup>**

DESCRIPTION	SPACING CRITERIA
Unfractured	>6 ft. (>1.83 meters)
Slightly Fractured	2 - 6 ft. (0.061 - 1.83 meters)
Moderately Fractured	8 in - 2 ft. (203.20 - 609.60 mm)
Highly Fractured	2 - 8 in (50.80 - 203.30 mm)
Intensely Fractured	<2 in (<50.80 mm)

**ADDITIONAL TEXTURAL ADJECTIVES<sup>5</sup>**

DESCRIPTION	RECOGNITION
Pit (Pitted)	Pinhole to 0.03 ft. (3/8 in.) (>1 to 10 mm.) openings
Vug (Vuggy)	Small openings (usually lined with crystals) ranging in diameter from 0.03 ft. (3/8 in.) to 0.33 ft. (4 in.) (10 to 100 mm.)
Cavity	An opening larger than 0.33 ft. (4 in.) (100 mm.), size descriptions are required, and adjectives such as small, large, etc., may be used
Honeycombed	If numerous enough that only thin walls separate individual pits or vugs, this term further describes the preceding nomenclature to indicate cell-like form.
Vesicle (Vesicular)	Small openings in volcanic rocks of variable shape and size formed by entrapped gas bubbles during solidification.

**WEATHERING<sup>5</sup>**

DESCRIPTION	CRITERIA
Unweathered	No evidence of chemical / mechanical alteration; rings with hammer blow.
Slightly Weathered	Slight discoloration on surface; slight alteration along discontinuities; <10% rock volume altered.
Moderately Weathered	Discoloring evident; surface pitted and alteration penetration well below surface; Weathering "halos" evident; 10-50% rock altered.
Highly Weathered	Entire mass discolored; Alteration pervading most rock, some slight weathering pockets; some minerals may be leached out.
Decomposed	Rock reduced to soil with relic rock texture/structure; Generally molded and crumbled by hand.

**RELATIVE HARDNESS / STRENGTH DESCRIPTIONS<sup>4</sup>**

GRADE	UCS (MPa)	FIELD TEST	
R0	Extremely Weak	0.25 - 1.0	Indented by thumbnail
R1	Very Weak	1.0 - 5.0	Crumbles under firm blows of geological hammer, can be peeled by a pocket knife.
R2	Weak	5.0 - 25	Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with point of geological hammer.
R3	Medium Strong	25 - 50	Cannot be scraped or peeled with a pocket knife, specimen can be fractured with a single firm blow of a geological hammer.
R4	Strong	50 - 100	Specimen requires more than one blow of geological hammer to fracture it.
R5	Very Strong	100 - 250	Specimen requires many blows of geological hammer to fracture it.
R6	Extremely Strong	> 250	Specimen can only be chipped with a geological hammer.

**ROCK QUALITY DESIGNATION (RQD)<sup>2</sup>**

DESCRIPTION	RQD (%)
Very Poor	0 - 25
Poor	25 - 50
Fair	50 - 75
Good	75 - 90
Excellent	90 - 100

**APERTURE<sup>1</sup>**

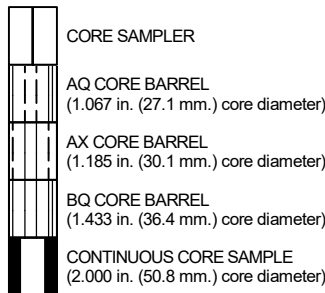
DESCRIPTION	CRITERIA [in (mm)]
Tight	<0.04 (<1)
Open	0.04 - 0.20 (1 - 5)
Wide	>0.20 (>5)

**BEDDING CHARACTERISTICS<sup>6</sup>**

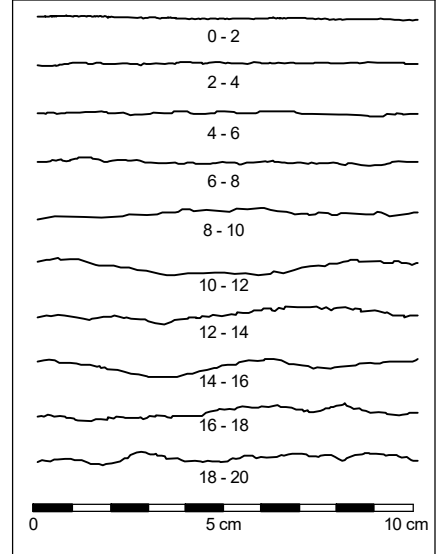
DESCRIPTION	Thickness [in (mm)]
Very Thick Bedded	>36 (>915)
Thick Bedded	12 - 36 (305 - 915)
Moderately Bedded	4 - 12 (102 - 305)
Thin Bedded	1 - 4 (25 - 102)
Very Thin Bedded	0.4 - 1 (10 - 25)
Laminated	0.1 - 0.4 (2.5 - 10)
Thinly Laminated	<0.1 (<2.5)

- Bedding Planes** Planes dividing the individual layers, beds, or stratigraphy of rocks.
- Joint** Fracture in rock, generally more or less vertical or traverse to bedding.
- Seam** Applies to bedding plane with unspecified degree of weather.

**CORE SAMPLER TYPE GRAPHICS**



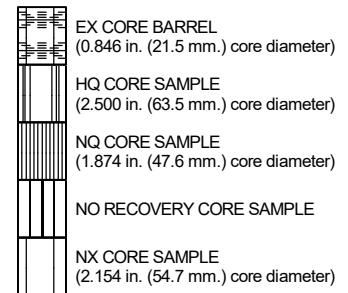
**JOINT ROUGHNESS COEFFICIENT (JRC)<sup>4</sup>**



RQD Rock-quality designation (RQD) Rough measure of the degree of jointing or fracture in a rock mass, measured as a percentage of the drill core in lengths of 4 in. (10 cm.) or more.

**REFERENCES**

- Bieniawski, Z.T., 1989, Engineering Rock Mass Classifications. John Wiley & Sons, New York. (Mod. by Kleinfelder).
- Deere, D.U., and Deere, D.W., 1989, Rock Quality Designation (RQD) After Twenty Years, USACE Contract Report GL-89-1.
- Federal Highway Administration (FHWA), 2002, Subsurface Investigations, FHWA-NHI-01-031. (Mod. by Kleinfelder).
- International Society for Rock Mechanics (ISRM), 1978, "Suggested Methods for the Quantitative Description of Discontinuities in Rock Masses," International Joint Rock Mechanics and Mining Sciences & Geomechanics Abstracts, Vol. 15.
- United States Army Corps of Engineers (USACE), 1994, Rock Foundations, EM 1110-1-2908, November 30, 1994.
- United States Department of the Interior Bureau of Reclamation (USBR), 1998, Engineering Geology Field Manual, Volume 1.



PROJECT NO.:  
24002005.001A

DRAWN BY:

CHECKED BY:

DATE:

**ROCK DESCRIPTION KEY**

Kirtley Park Improvements  
Lakeshore Drive  
Cleburne, Texas

**FIGURE**

4



PLOTTED: 03/20/2024 08:19 AM BY: KFYffe

**Date Begin - End:** 2/14/2024 **Drilling Company:** StrataBore  
**Logged By:** K. Fyffe **Drill Crew:** J. Sanchez  
**Hor.-Vert. Datum:** Not Available **Drilling Equipment:** CME-45  
**Plunge:** -90 degrees **Drilling Method:** Continuous Flight Auger  
**Weather:** Not Available **Exploration Diameter:** 6 in. O.D.

Depth (feet)	Graphical Log	FIELD EXPLORATION					LABORATORY RESULTS						
		Latitude: 32.30065° Longitude: -97.41745°		Sample Type	Recovery (NR=No Recovery)	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/Remarks
Lithologic Description		Blow Counts(BC)= Uncorr. Blows/6 in.	Pocket Pen(P)= tsf	Texas Cone(TC)= blows/6 in									
	ASPHALT: 2.5-inches thick												
	Fat CLAY: brown, hard		PP=4.5+										
5			PP=4.5+			19.5	103.8					Unc. Comp. Str.= q <sub>u</sub> : 4.9 tsf Strain at Failure: 4.6%	
			PP=4.5+			21.4							
	Lean CLAY: yellowish brown, hard, with calcareous nodules		PP=4.5+		CL	12.9	94	55	37	20			
			PP=4.5+			12.7							

The boring was terminated at approximately 10 ft. below ground surface. The boring was backfilled with auger cuttings on February 14, 2024.

**GROUNDWATER LEVEL INFORMATION:**  
 Groundwater was not observed during drilling or after completion.  
**GENERAL NOTES:**  
 1. Boring was drilled at the stake location.  
 2. Boring was loosely backfilled with cuttings after completion.

PROJECT NUMBER: 24002005.001A OFFICE FILTER: DALLAS  
 GINT LIBRARY: 2024.GLB [ KLF\_BORING/TEST PIT SOIL LOG ]  
 GINT FILE: KLF\_gint\_master\_2024 GINT TEMPLATE: E:KLF\_STANDARD\_GINT\_LIBRARY\_2024.GLB



PROJECT NO.: 24002005.001A  
 DRAWN BY: KLF  
 CHECKED BY: RJH  
 DATE:

BORING LOG P-1  
 Kirtley Park Improvements  
 Lakeshore Drive  
 Cleburne, Texas

BORING  
**P-1**  
 PAGE: 1 of 1

PLOTTED: 03/20/2024 08:20 AM BY: K.Fyffe

**Date Begin - End:** 2/14/2024 **Drilling Company:** StrataBore  
**Logged By:** K. Fyffe **Drill Crew:** J. Sanchez  
**Hor.-Vert. Datum:** Not Available **Drilling Equipment:** CME-45  
**Plunge:** -90 degrees **Drilling Method:** Continuous Flight Auger  
**Weather:** Not Available **Exploration Diameter:** 6 in. O.D.

**BORING LOG P-2**

Depth (feet)	Graphical Log	FIELD EXPLORATION				LABORATORY RESULTS							
		Lithologic Description	Sample Type	Blow Counts(BC)= Uncorr. Blows/6 in. Pocket Pen(PP)= tsf Texas Cone(TC)= blows/6 in	Recovery (NR=No Recovery)	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/ Remarks
	Latitude: 32.29693° Longitude: -97.41634°												
	ASPHALT: 2.5-inch thick												
	Fat CLAY: brown, hard		PP=4.5+										
	Lean CLAY with Sand: yellowish brown, hard		PP=4.5+			19.4							
5	Weathered LIMESTONE: yellowish brown		PP=4.5+	TC=100/8"	SC	14.0	84	42	36	20			
	Lean CLAY: light yellowish brown, hard, with calcareous deposits		PP=4.5+			11.7							
10	<p>The boring was terminated at approximately 10 ft. below ground surface. The boring was backfilled with auger cuttings on February 14, 2024.</p> <p><b>GROUNDWATER LEVEL INFORMATION:</b> Groundwater was not observed during drilling or after completion.</p> <p><b>GENERAL NOTES:</b> 1. Boring was drilled at the stake location. 2. Boring was loosely backfilled with cuttings after completion.</p>												

PROJECT NUMBER: 24002005.001A OFFICE FILTER: DALLAS  
 GINT FILE: KLF\_gint\_master\_2024 GINT TEMPLATE: E:KLF\_STANDARD\_GINT\_LIBRARY\_2024.GLB [ KLF\_BORING/TEST PIT SOIL LOG ]



PROJECT NO.:  
24002005.001A  
  
 DRAWN BY: KLF  
 CHECKED BY: RJH  
 DATE:

**BORING LOG P-2**

Kirtley Park Improvements  
Lakeshore Drive  
Cleburne, Texas

BORING

**P-2**

PLOTTED: 03/20/2024 08:20 AM BY: K.Fyffe

**Date Begin - End:** 2/14/2024 **Drilling Company:** StrataBore  
**Logged By:** K. Fyffe **Drill Crew:** J. Sanchez  
**Hor.-Vert. Datum:** Not Available **Drilling Equipment:** CME-45  
**Plunge:** -90 degrees **Drilling Method:** Continuous Flight Auger  
**Weather:** Not Available **Exploration Diameter:** 6 in. O.D.

Depth (feet)	Graphical Log	FIELD EXPLORATION				LABORATORY RESULTS							
		Latitude: 32.29186° Longitude: -97.41500°	Sample Type	Blow Counts(BC)= Uncorr. Blows/6 in. Pocket Pen(PP)= tsf Texas Cone(TC)= blows/6 in	Recovery (NR=No Recovery)	USCS Symbol	Water Content (%)	Dry Unit Wt. (pcf)	Passing #4 (%)	Passing #200 (%)	Liquid Limit	Plasticity Index (NP=NonPlastic)	Additional Tests/ Remarks
Lithologic Description													
0	<b>ASPHALT</b>												
0	<b>Weathered LIMESTONE:</b> yellowish brown												
5				TC=100/6 1/2"									
5	<b>Calcareous CLAY:</b> light yellowish brown, hard		PP=4.5+		CL	9.9		93	55	28	16		
5			PP=4.5+			15.8							
10	<b>Weathered LIMESTONE:</b> yellowish brown			TC=100/3"									
<p>The boring was terminated at approximately 10 ft. below ground surface. The boring was backfilled with auger cuttings on February 14, 2024.</p>		<p><b>GROUNDWATER LEVEL INFORMATION:</b> Groundwater was not observed during drilling or after completion.  <b>GENERAL NOTES:</b>                      1. Boring was drilled at the stake location.                      2. Boring was loosely backfilled with cuttings after completion.</p>											

PROJECT NUMBER: 24002005.001A  
 OFFICE FILTER: DALLAS  
 GINT TEMPLATE: E:KLF\_STANDARD\_GINT\_LIBRARY\_2024.GLB [ KLF\_BORING/TEST PIT SOIL LOG ]



PROJECT NO.:  
24002005.001A

DRAWN BY: KLF

CHECKED BY: RJH

DATE:

**BORING LOG P-3**

Kirtley Park Improvements  
Lakeshore Drive  
Cleburne, Texas

BORING

**P-3**



# Laboratory Test Report

Client: **Kimley-Horn & Associates**  
Project: **24002005.001A**  
**KHA - Kirtley Park Cleburne**  
**01-000L - Laboratory Testing Services**

Report No.: **24-DFW-01061 Rev. 0**  
Sampled by:  
Submitted by: **Ron Brewer**

Issued: **3/1/2024**  
Date: **Not Provided**  
Date:

Tested on **2/29/2024** by **B. Maxwell**  
Test Method: **ASTM C977 & ASTM D6276**  
Sample Description: **Brown Clay**  
Lime Description: **Hydrated**

---

Optimum Lime Content, %: **8.0**

Lime Content, %:	<b>0.0</b>	<b>2.0</b>	<b>4.0</b>	<b>6.0</b>	<b>8.0</b>	<b>10.0</b>	<b>12.0</b>
pH:	<b>7.86</b>	<b>11.42</b>	<b>12.00</b>	<b>12.28</b>	<b>12.45</b>	<b>12.51</b>	<b>12.47</b>

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Remarks:

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Reviewed on 3/1/2024 by Ron Brewer,

Limitations: Pursuant to applicable building codes, the results presented in this report are for the exclusive use of the client and the registered design professional in responsible charge. The results apply only to the samples tested. If changes to the specifications were made and not communicated to Kleinfelder, Kleinfelder assumes no responsibility for pass/fail statements (meets/did not meet), if provided. This report may not be reproduced, except in full, without written approval of Kleinfelder.

*Ron Brewer*



# Laboratory Test Report

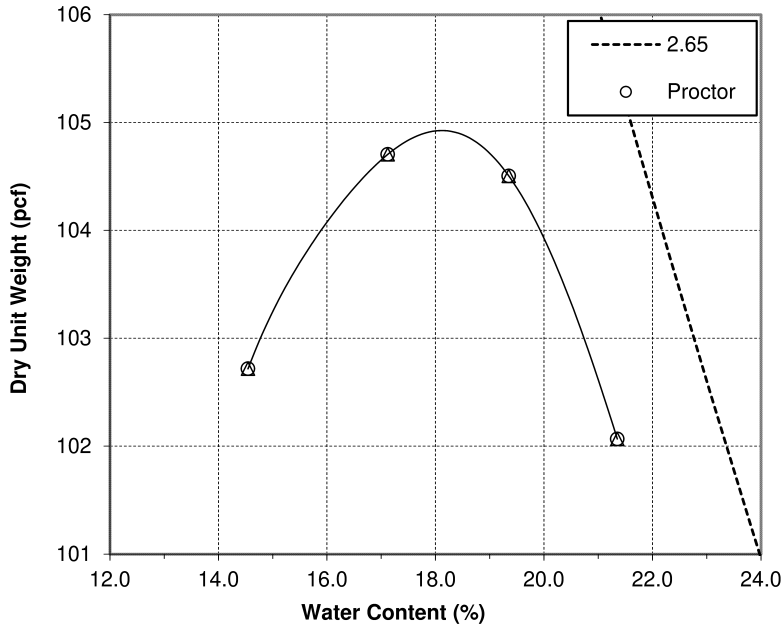
Client: **Kimley-Horn & Associates**  
 Project: **24002005.001A**  
**KHA - Kirtley Park Cleburne**  
**01-000L - Laboratory Testing Services**

Report No.: **24-DFW-00979 Rev. 0**  
 Sampled by: **Kimberly**  
 Submitted by: **Ron Brewer**

Issued: **2/28/2024**  
 Field ID: **1231**  
 Date: **2/15/2024**  
 Date: **2/15/2024**

Tested on **2/19/2024** by **B. Maxwell**  
 Material Description: **Fat clay with sand, light brown & brown**  
 Location: **Bulk Sample**

Sieve Test Method: **ASTM D6913**  
 US Standard Sieve Size **No. 200 75-um**  
 % Passing **79**



Test Method: ASTM D698 A	
Maximum Dry Unit Weight (pcf)	<b>104.9</b>
Optimum Water Content (%)	<b>18.1</b>
Oversize Fraction, retained on (%)	
Bulk Specific Gravity of Oversize Fraction	

Atterberg Limits:  
 Test Method: **ASTM D4318**  
 Liquid Limit, One Point **51**  
 Plastic Limit **21**  
 Plasticity Index **30**

Rammer Type: Mechanical  
 Specimen Preparation: Dry

Soil Classification Method: **ASTM D2487**  
 Soil Classification **CH**

Reviewed on 2/28/2024 by Ron Brewer,

*Ron Brewer*

Limitations: Pursuant to applicable building codes, the results presented in this report are for the exclusive use of the client and the registered design professional in responsible charge. The results apply only to the samples tested. If changes to the specifications were made and not communicated to Kleinfelder, Kleinfelder assumes no responsibility for pass/fail statements (meets/did not meet), if provided. This report may not be reproduced, except in full, without written approval of Kleinfelder.

