

REQUEST FOR COMPETITIVE PROPOSALS

CITY OF CONROE

**RFP – 1009-18 CANDY CANE PARK REFORESTATION
PROJECT**



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

**NON-MANDATORY PRE-BID MEETING
OCTOBER 17, 2017 @ 09:00 AM AT CANDY CANE PARK
PAVILION #1, 1204 CANDY CANE PARK LANE
CONROE TEXAS 77301**

RESPONSES DUE THURSDAY, NOVEMBER 2, 2017 AT 2:00 P M

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE FOR COMPETITIVE SEALED PROPOSALS

The City of Conroe will receive Competitive Sealed Proposals in **triplicate** for the reforestation of Candy Cane Park, located in Montgomery County, Texas. The RFPs shall be appropriately marked **“RFP # 1009-18 Candy Cane Park Reforestation Project”** and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe, Texas 77301. The proposed project is for the reforestation of Candy Cane Park including irrigation and landscaping.

A **Non- Mandatory Pre-Bid Conference** will be held on **Tuesday, October 17, 2017 at 09:00 am** located at the Candy Cane Park Pavilion #1, 1204 Candy Cane Park Lane, Conroe Texas 77301. Bids are due on **Thursday, November 2, 2017 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 3rd floor conference room, 300 West Davis St. Conroe Texas. Bids received after the specified time and date will be returned unopened.

RFP's must be accompanied by a certified check upon some responsible bank of the State of Texas or a bid bond from a Surety Company holding a permit in the State of Texas in the amount of 10% of the bid. The amount of said check or bond will be forfeited to the Owner and the bank or surety shall be liable to the Owner for the amount in the event the successful proposer shall fail or refuse to enter into a contract or furnish bonds as hereafter required.

The successful proposer must furnish a performance bond and a payment bond on the forms provided, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government.

Specifications and RFP documents may be reviewed and downloaded online at www.cityofconroe.org.

No RFP may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

Pursuant to Government Code Chapter 2269, subchapter D the City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the RFP that offers the best value to the City considering the selection criteria and weighted value set forth in the request for proposals and the ranking evaluation of the proposals received. The City reserves the right to reject any and all RFPs, award parts of bids and to waive informalities in submission of RFPs.

CC: 10/14/17 & 10/18/17

CITY OF CONROE, TEXAS

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NOTICE FOR COMPETITIVE SEALED PROPOSALS

Pursuant to Government Code Chapter 2269, subchapter D, competitive sealed proposals will be received in triplicate on the following project as described below.

**PROJECT: City of Conroe –RFP # 1009-18 Candy Cane Park Reforestation Project
1204 Candy Cane Park Lane
Conroe, Texas 77301**

OWNER: City of Conroe

OPENING TIME: November 2, 2017 AT 2:00 PM

**BID OPENING LOCATION: Conroe Tower - City of Conroe
300 W. Davis
3rd Floor Conference Room
Conroe, Texas**

- 1 Bid Documents for the above project may be obtained by qualified Construction Contractors from the City of Conroe's website at www.cityofconroe.org.
- 2 All bids, whether mailed or delivered, must be in the hands of the Owner not later than the above specified time for above project. All bids shall be sealed and clearly marked "**RFP #1009-18 Candy Cane Park Reforestation Project**" on the outside of the envelope. Faxed bids will not be considered.
- 3 Offers shall not be withdrawn within forty five (45) days after bid opening without consent of the Owner. No bid may in any way qualify, modify, substitute or change any part of the bid specifications. The City, through its duly authorized officials, reserves the right to reject any, part of, or all bids and to waive any informalities pertaining to any bid, without the imposition of any form of liability. The Owner also reserves the right to award this bid to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose bids are not accepted will be notified after a binding agreement between the successful Candidate and the Owner is executed, or upon the Owner's rejection of all bids. A decision concerning award of Contract will be made as soon as practicable.
- 4 It is understood and agreed that the work for this project is to substantially complete within * ____ calendar days and complete in full within * ____ calendar days after notification to proceed. The proposer will begin construction within fifteen days after Notice to Proceed. * **Must be filled in by Contractor**
- 5 Bid security of either a certified check payable to the Owner, or an acceptable Proposer's / Bidder's Bond, in an amount not less than 10% of the greatest amount of the offer submitted must accompany each bid.
- 6 As a condition for award of contract, a Performance Bond, and a Payment Bond, each in an amount not less than 100% of the contract sum, conditioned upon the faithful performance of the Contract, will be required of the Contractor. Bonding companies must be acceptable to the Owner. The amount of each bond shall be adjusted by the amount of any change order.
- 7 Not less than the prevailing rates of wages shall be paid on the project in conformity with the laws of the State of Texas.
- 8 **A NON-MANDATORY PRE-BID CONFERENCE** - will be held on Tuesday October 17, 2017 AT 09:00 AM at Conroe Tower, City Hall Council Chambers – 300 West Davis, Conroe, TX 77301
- 9 All questions pertaining to this project will be answered in addendum form and posted on the City's website daily. Contractors will be responsible for all addenda issued whether received or not. **FINAL QUESTIONS** must be submitted 72 hours before the due date and time which will allow for final addenda to be issued within that 72 hour period. Technical questions should be submitted in writing to engineering@cityofconroe.org.

GENERAL

- 1.1 Introduction. Pursuant to Government Code Chapter 2269, subchapter D, the City of Conroe hereby solicits Competitive Sealed Proposals for the reforestation of Candy Cane Park located at 1204 Candy Cane Park Lane, Conroe, Texas 77301, **Project 1009-18**. The City will provide a Construction Manager to represent the City in a fiduciary capacity, obtain construction materials testing services on behalf of the City, assist the City in evaluating the award of the construction contract and provide oversight on behalf of the City during construction.

The City of Conroe is interested in working with a firm that has extensive experience in reforestation, irrigation and landscape.

The City will also place strong emphasis on the evaluation criteria used to determine "The Best Value" for the City of Conroe concerning this project.

If you are interested in being considered as a contractor for this project, please submit three (3) copies of your bid to:

Physical: Soco Gorjon, City Secretary
300 West Davis St.
Conroe, TX. 77301

USPS: Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

- 1.2 Questions and Inquiries. Any person with questions regarding this RFP should e-mail a written request for clarification to:

BIDDING PROCEDURES:

Kristina Colville, Purchasing Manager
kcolville@cityofconroe.org

TECHNICAL QUESTIONS:

Submit in writing to the Engineering Mailbox
engineering@cityofconroe.org

Answers and all Addenda will be posted on the City's Website at cityofconroe.org with a link to Vendor Registry. Candidates should not rely on any oral communication concerning this Bid and oral responses will have no binding effect. Candidates may not visit any proposed project site without the Owner's permission and coordination.

- 1.3 Conditions of Conduct. At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

- 1.4 Ethical Standard. No City official or employee shall have interest in any contract resulting from this Bid. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

Refer to Project number 1009-18 on the 1295 form. Example forms are included with this RFP.

- **1295 certificate of Interested Parties**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 252 Verification Form**

The four forms stated above MUST be returned as part of your bid response. Failure to include these forms may result in your bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the bid. The web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are attached)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- 1.5 Reimbursements. There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing bids in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

- 1.6 Disclosure. The name of the respondents and their lump-sum offer will be read at that time of opening. All bids will be kept confidential during the negotiation process. Once the contract has been awarded all bids will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

- 1.7 After written bids are received and initially evaluated, the Owner may require one or more of the Candidates to provide an oral presentation as a supplement to their bids. Any Candidate required to interview should be prepared to discuss and substantiate any area of their bid. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this Bid and/or submitting a written bid in response to this Bid.
- 1.8 Selection Process. The bids will be evaluated on behalf of the Owner by an Evaluation Committee which will consist of City of Conroe Employees. The City Administrator is an ex-officio member of the Evaluation Committee and may substitute for any other designated committee member.

As authorized by Government Code Chapter 2269, subchapter D the Evaluation Committee will evaluate and rank the bids and will identify the offeror that submits the bid that offers the best value for the Owner based on the selection criteria and weighted value set forth below.

The selection criteria and their weighted value are:

(1)	The proposed price/cost	30 Points
(2)	The quality of the Bidder's goods or services.	25 Points
(3)	The reputation/past relationship with the City of Conroe	15 Points
(4)	Time for completion or Project scheduling	10 Points
(5)	Ability and qualifications or professional personnel	10 Points
(6)	Financial capability (or workload of Firm)	5 Points
(7)	Safety record (or past performance in similar projects)	5 Points

Total 100 Points

Category Listing from Research

- 1. Cost
- 2. Quality
- 3. Cycle Time
- 4. Service
- 5. Relationship
- 6. Organizational Profile

The Owner shall first attempt to negotiate a contract with the selected offeror. The Owner and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modifications and any such modifications may be included in the final contract.

If discussions with the selected offeror are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed to the next offeror in the order of the selection ranking until an agreement is reached or all bids are rejected.

Upon reaching an agreement the contract will be placed in writing and executed by both parties and a purchase order will be issued by Owner for the contract amount.

- 1.9 Response format. The items listed below shall be submitted with each bid and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items may result in their bid being rejected.

❖ **Tab I – Cover Letter**

Provide a cover letter indicating your firm's understanding of the requirements of this specific job bid. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of the Bid. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

Please include all contact information.

❖ **Tab 2 – Acceptance of Conditions**

Indicate any exceptions to the terms and conditions of this Bid, including the Scope of Services. Include a copy of all amendments issued pertaining to this RFP.

❖ **Tab 3 – Company Background (2 – Pages Maximum)**

1. Years in business under present name.
2. Name and address of each office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

❖ **Tab 4 – Experience of Key Personnel on Similar Jobs**

1. List key personnel that will be assigned or oversee this job.
2. Provide resumes for key personnel.
3. List all subcontractors that will be used for this construction project.

❖ **Tab 5 – References**

Provide references from the last five similar construction projects for which your company provided reforestation, irrigation and landscape construction services as a General Contractor.

❖ **Tab 6 – List of Ongoing and Completed Projects**

Provide a list of all public and private construction projects in which your company is currently involved, or has been involved, in whole or in part, as a General Contractor.

Please list project description, cost, and status.

SECTION 00100

INSTRUCTIONS TO BIDDERS AND SPECIAL PROVISIONS TO THE CONTRACT

SECTION 1 DEFINITIONS

- 1.1 "Architect" means Claudia Walker, Burditt 310 Longmire, Conroe, TX 77304.
- 1.2 "City" means the City of Conroe, Texas.
- 1.3 "Contractor" means the Proposer who is awarded the Contract.
- 1.4 "Project" means the improvements as requested by City of Conroe including the provision of all labor, materials, services, equipment, and appliances necessary to complete the Work in accordance with project drawings and specifications.
- 1.5 "Building Code" means the City of Conroe adopted building code (2003 IBC) with all applicable amendments and ordinances.

SECTION 2 INSTRUCTIONS TO BIDDERS

- 2.1 Examination of Bid Documents and Work Site. Before submitting a bid the proposer shall examine carefully all contract documents including the form of the contract to be executed. In addition the proposer shall examine the site of the work and fully inform themselves as to all conditions and matters, which can in any way affect the costs thereof. The submission of a Bid shall be conclusive evidence that proposer has complied with this requirement.
- 2.2 Preparation of Bid. The proposer shall submit its bid on the prescribed form accompanying the bid documents. The bid form shall be executed with ink in the complete and correct name of the individual, firm, corporation or combination thereof making the offer and shall be signed by a person or persons authorized to contractually obligate the proposer. All offers must be submitted to the City Secretary by the prescribed deadline in a sealed opaque envelope prominently marked with the proposer's name, the project title and the notation SEALED BID – DO NOT OPEN "**RFP # 1009-18 Candy Cane Park Reforestation Project**" prominently displayed thereon.
- 2.3 Bid / Bid Bond. Each bid must be accompanied by a bid bond or other acceptable security in an amount equal to ten percent (10%) of the base offer amount. The bond may consist of a surety bid bond executed by a surety licensed to do business in the State of Texas, or a certified check or cashiers check in the required amount drawn on a bank doing business in the State of Texas and made payable to the City of Conroe, Texas.

The bid / bid bond of the successful proposer shall be returned upon issuance of a notice to proceed to the proposer. The bonds of unsuccessful proposer's shall be returned upon the earlier of (1) the issuance of a notice to proceed to the successful proposer, or (2) the expiration of thirty (30) days following the bid opening.
- 2.4 The Texas Ethics Commission requires the City to keep on file a Certificate of Interested Parties and a Conflicts of Interest Form (if applicable). The Forms are included in section 00520. Please refer to the Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html#Q2

- 2.5 Withdrawal of Bids Prior to Opening. A bid may be withdrawn by the offeror for any reason without penalty at any time prior to the deadline for bid submission. A proposer desiring to withdraw an offer must do so by written notice delivered to the City Secretary prior to the deadline for submission.
- 2.6 Firm Offer Following Opening. Once the deadline for bid submission has passed, an offer remains open and may not be withdrawn but may be accepted by the City for a period of forty-five (45) days following the date of opening, regardless of whether or not a notice of award has been previously issued to another proposer.

SECTION 3

CONTRACT AWARD AND POST AWARD REQUIREMENTS

- 3.1 Award of Contract. The City of Conroe reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids. The City also reserves the right to award the bid to the proposer meeting all the qualifications and specifications or to the proposer who provides goods or services at the best value for the City, taking certain evaluation factors into consideration as set forth in this request for bid.

The bid documents may provide for deduct alternates in addition to a base offer. Where bids for deduct alternates are solicited, such deduct alternates may be awarded or rejected. Where deduct alternates are accepted, the lowest best offer shall be determined upon the basis of the total of the base bid and any deduct alternates actually to be awarded.

- 3.2 Execution and Delivery of Contract, Required Bonds and Certificates of Insurance. Not later than ten (10) days following notice of award the successful proposer shall submit (1) two executed original copies of the required contract form, (2) the performance and payment bonds, if required, and (3) certificates of insurance evidencing all required coverages. Failure to deliver any such documents within the time required may result in forfeiture of the bid / bid bond. Award of the contract is not final until all documents required by this paragraph have been submitted and accepted by City.
- 3.3 Post Bid Award Submissions. If directed by the notice of award, the proposer who is selected as the Contractor shall attend a post award meeting with the City's Representative. Either at the post award meeting, or not later than ten (10) calendar days following notice of award if no post award meeting is scheduled, the Contractor shall submit the following items to the City's Representative:
1. Schedules of the work, including the starting date and anticipated date of substantial completion, as well as the starting and ending date of each major component stage of the work.
 2. The names and addresses of all proposed subcontractors, together with a description of the scope of the work to be performed by each subcontractor and the anticipated starting and ending dates of the subcontractor's work.
 3. The name of the Contractor's Project Manager, together with the local office address and phone number where such person may be reached.
 4. Review Pre-Construction Meeting Guidelines and Requirements.
- 3.4 Notice to Proceed. The Contractor shall not begin the work until authorized to do so by a written notice to proceed issued by the City's Representative. When authorized to proceed, the Contractor shall commence the work within fifteen (15) calendar days of receiving the notice to proceed.

SECTION 4
BONDS AND INSURANCE

4.1 Performance and Payment Bonds.

- 4.1.2 The Contractor shall provide separate performance and payment bonds, each in an amount equal to the contract price and executed by both Contractor and a surety company authorized to execute surety bonds and to do surety business in the State of Texas. The bonds must be in a form acceptable to City and satisfying the requirements of Texas Government Code, Chapter 2253.
- 4.1.3 Contractor shall provide a copy of the payment bond to each subcontractor and to each person or entity alleging a claim against the project or appearing to be a potential beneficiary of the payment bond.
- 4.1.4 If the Contract price does not exceed \$50,000, then no performance or payment bond shall be required, provided however, City shall retain the entire contract price until final completion and acceptance of the work.
- 4.1.5 Contractor shall be exclusively responsible for the payment of Contractors, employees, subcontractors, suppliers and materials and shall promptly obtain the release of any lien or claim filed against the property of City by such persons as a result of the project.

4.2 Workers' Compensation Insurance Coverage:

4.2.1 Definitions:

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

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

Persons providing services on the project ("subcontractor" in Texas Labor Code, § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

"Services" include without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

- 4.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior

to being awarded the contract.

- 4.2.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage within the City showing that coverage has been extended.
- 4.2.5 The Contractor shall obtain from each person providing services on a project, and provide it to the City:
 - 4.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 4.2.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the project.
- 4.2.6 The Contractor shall retain all required certificates of coverage for the duration of the project and one year thereafter.
- 4.2.7 The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affect the provisions of coverage of any person providing services on the project.
- 4.2.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 4.2.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011 (44) for all of its employees providing service to the project for the duration of the project;
 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 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 on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. contractually require each person with whom it contracts, to perform as required by paragraphs 4.2.9.1 through 4.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 4.2.10 By signing the Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation 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 Texas Workers' Compensation 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.
- 4.2.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
- 4.3 General Provisions Applicable to Other Required Insurance. At all times during the term of the contract the Contractor shall keep in effect (1) a Commercial General Liability Policy and (2) an Automobile Liability Policy.
- 4.3.1 Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- 4.3.2 "Claims Made" policies will not be accepted.
- 4.3.3 The City of Conroe, Texas, its officials, employees and volunteers are to be added as "Additional Insureds" to the General Liability Policy. The coverage shall contain no special limitations applicable to such additional insureds.
- 4.3.4 Each insurance policy shall be endorsed to City of Conroe that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the City of Conroe, Texas.
- 4.3.5 Contractor waives all rights, including that of subrogation, against Owner, Architect, their officers, employees, agents or assigns with respect to personal injury or property damage arising out of the Project or the Work to the extent that such loss or damage is insured, or required to be insured by the Contractor under the Contract Documents.
- 4.4 Commercial General Liability Insurance.
- 4.4.1 A minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage must be provided.
- 4.4.2 General liability coverage shall cover all risks described in AIA Document A201-1997 Subparagraph 11.1.1, except those related to the use of an automobile, which shall be addressed under paragraph 4.5 of these Instructions To Proposers.

- 4.5 Automobile Liability Insurance. A minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage must be provided.
- 4.6 Indemnity. The Contractor shall indemnify and hold harmless City, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by the Contractor under the agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of City.

SECTION 5
COMPENSATION AND METHOD OF PAYMENT

- 5.2 Lump Sum Contract Price. For the performance of the work Contractor shall be compensated the lump sum amount indicated by the Contract. Such lump sum amount includes complete compensation for all labor, equipment, materials or service which may be reasonably inferred from the Contract Documents as necessary to the completion of the intended work, regardless of whether or not specifically called for by the Contract Documents.
- 5.3 Extra Work. Extra work shall be authorized only through a written Change Order or Construction Change Directive approved by City. If directed to perform work which Contractor believes to be extra work, Contractor shall, within ten (10) days of such directive notify City of its intention to seek additional compensation. The Contractor shall be compensated for approved extra work by payment of the direct costs of labor and materials incurred together with an additional percentage of such direct costs as compensation for overhead and profit. The percentage allowance for overhead and profit is established by the Contractor's bid.
- 5.4 Progress Payments. If the Contract Price exceeds \$25,000, progress payments will be made monthly in accordance with the Contract Documents. If the Contract Price does not exceed \$25,000, such sum shall be withheld by City in its entirety until final completion of the work.
- 5.5 Retainage. If the Contract Price is equal to or exceeds \$400,000, an amount equal to five percent (5%) of each approved payment shall be retained by City until final payment is made. If the Contract Price is less than \$400,000, but greater than \$25,000, an amount equal to ten percent (10%) of each approved progress payment shall be retained by City until final payment is made.
- 5.6 Final Payment. Final payment, including all previously retained funds from previously approved progress payments shall be made within thirty (30) days of the date of final completion.

SECTION 6
PREVAILING WAGE RATE

- 6.2 Wage Rates. The project is a public project within the meaning of Texas Government Code, Chapter 2258. Wage rates paid on this project shall not be less than specified in the schedule of general prevailing wages attached hereto. In addition, Contractor shall be responsible for compliance with all applicable requirements of Chapter 2258.

General Decision Number: TX170095 04/21/2017 TX95

Superseded General Decision Number: TX20160095

State: Texas

Construction Type: Heavy

Counties: Montgomery and Waller Counties in Texas.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/21/2017

* SFTX0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.03	15.84

SUTX2005-024 06/14/2005		

	Rates	Fringes
Carpenter.....	\$ 14.38	
Ironworker, reinforcing:.....	\$ 11.29	
Laborers:		
Common - Montgomery County..	\$ 8.83	0.94
Common - Waller County.....	\$ 8.97	0.88
Landscape.....	\$ 7.35	
Mason Tender Cement.....	\$ 9.96	
Pipelayer - Montgomey County.....	\$ 10.04	
Pipelayer - Waller County...	\$ 10.07	
CEMENT MASON/CONCRETE FINISHER...	\$ 11.37	1.13
ELECTRICIAN.....	\$ 18.40	1.34
Formbuilder/Formsetter.....	\$ 13.35	1.17
PIPEFITTER.....	\$ 17.00	0.04

POWER EQUIPMENT OPERATOR:

Backhoe.....	\$ 13.25	
Bulldozer - Montgomery County.....	\$ 13.12	
Bulldozer - Waller County...	\$ 12.46	
Crane.....	\$ 14.91	0.58
Excavator.....	\$ 16.74	
Front End Loader - Montgomery County.....	\$ 12.30	0.57
Front End Loader - Waller County.....	\$ 11.75	0.92
Grader.....	\$ 12.20	1.48
Tractor.....	\$ 12.38	1.51

TRUCK DRIVER

Montgomery County.....	\$ 11.82	0.92
Waller County.....	\$ 12.28	0.98

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

=====

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 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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

SECTION 7
WEATHER DAYS

7.1 Weather Days. Include in the Base Bid, anticipated weather days from the chart below. All weather day claims, including these from the chart, must be applied for (and claimed) within 24 hours of the occurrence, otherwise they will not be acknowledged.

For these weather days and any additional, no weather day extensions will be allowed:

- A) For Saturdays , Sundays and legal holidays
- B) If at least 7 hours of work time are available out of the working day
- C) For drying of materials when it is reasonably possible for the contractor to enclose and use drying devices

The Contract time is established in Calendar days and extensions for working days will be converted (i.e. 1.4x working day(s)) to Calendar Days.

Number of Anticipated Weather Days to be Included in Bid Completion Time

(These are regular working days)

January 3	May 4	September 2
February 3	June 2	October 2
March 4	July 2	November 2
April 4	August 2	December 4

Note: If in any month, the number of rain days designated by this chart are not used, then the remaining rain days for that month will transfer to the next month to ensure that all of the rain days to be included in the Contract are accounted for. For example, if in December only 2 days are claimed, then the remaining 2 days are transferred to January and January will now have a total of 5 days. If the 5 days are not used in January, say only 4, then the remaining 1 day will be transferred to February and February will now have 4 days, and so on and so on. Additional rain days cannot be claimed until the number exceeds the amount indicated for that month. For example, if in December a total of 6 days were claimed, then the 2 additional days would transfer to January and be deducted from January's 3 days, leaving 1 day for January. If in January, 3 days were claimed, then the additional 2 days would transfer to and be deducted from February and February would become 1, and so on and so on, until the total number of rain days included in the Contract are accounted for. If the total number of rain days included in this Contract are accounted for (i.e. used) and exceeded, then, additional "APPROVED" rain days will be added by Change Order; thereby changing the scheduled Contract Substantial Completion date.

SECTION 8
LIQUIDATED DAMAGES

Liquidated Damages. The Work to be performed under this Contract shall be substantially complete within the time listed on the Agreement or by such dates thereafter as may be established in any written extensions granted under Article 8. The parties hereto agree that time is of the essence of this contract and that the pecuniary damages which would be suffered by the Owner, if the Contractor does not complete all Work called for in the Contract Documents by the specified date, are in their very nature difficult of ascertainment. It is therefore expressly agreed as a part of the consideration inducing the Owner to execute this Contract that the Owner may charge the Contractor a sum equal to **\$1,000.00 per day** for each and every calendar day beyond the agreed date, which the Contractor shall require for Substantial Completion of the Work included in this Contract. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any, otherwise provided for herein. Said sum shall be considered a liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, for loss of interest on money and other miscellaneous increased costs, all of which are difficult of exact ascertainment.

PROPOSAL FORM - Competitive Sealed Proposal - Lump Sum

BIDS DUE:

PROJECT: CITY OF CONROE CANDY CANE PARK REFORESTATION
1204 Callahan Ave.
Conroe, Texas 77305

OWNER: CITY OF CONROE

300 West Davis
Conroe, TX 77305

LANDSCAPE ARCH.: BURDITT CONSULTANTS, LLC
310 Longmire Road
Conroe, TX 77304

LANDSCAPE IRR: BURDITT CONSULTANTS, LLC
310 Longmire Road
Conroe, TX 77304

PROPOSER:

Company Name

Company Address

City, State, Zip

Telephone

APPLICABLE CONTRACT DOCUMENTS

Bid Documents:

Drawings – Dated 10-03-17

PROPOSAL FORM - Competitive Sealed Proposal - Lump Sum

Having examined the Contract Documents, including the Instructions to Bidders, Form of Agreement, the General and Supplemental Conditions of the Contract, the Drawings dated October 03, 2017, including Addenda numbered _____ through _____ inclusive as prepared by the Engineer named above, the undersigned proposes to perform the complete Work required by the said Documents for the total Lump Sum for:

BID ITEM PRICING BREAKDOWN:

BID ITEM 01: Landscaping

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

BID ITEM 02: Irrigation

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

BID ITEM 03: Tree Preservation

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

BID ITEM 04: General Conditions, Overhead & Profit

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

PROJECT TOTAL):

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

PROPOSAL FORM - Competitive Sealed Proposal - Lump Sum

Where applicable, if the Owner elects to subtract any or all of the Alternate items, the undersigned agrees to modify the Lump Some Bid as stipulated in the Total Contract Award above. Alternate amounts shall include all variations in profit, over-head, bonds, insurance, and other related items. Time of completion shall not be changed if alternates are subtracted. To be a valid proposal, all alternates must be bid. A "no bid" on any alternate will be reason for rejection of the entire proposal.

The undersigned bidder, pursuant to the right reserved by the Owner under Consideration of Bids as to rejection of bids, agrees to accept the award of said contract and hereby agrees to furnish performance and payment bonds in the amount of Contract Price and to enter into a Contract within ten (10) days after date of due notification from the Owner of award of the Contract; and further agrees to achieve Substantial Completion including the furnishing of all labor, tools, materials, plant and equipment and perform all services as set out in this Agreement, in accordance with the terms of the same, the work for this project is to be substantially complete within ____calendar days and complete in full within ____calendar days after notification to proceed.

The undersigned accepts that this Bid Form becomes a part of the Contract Documents upon the signing of the Owner/Contractor Agreement and failure of the Bidder to comply with any part of his proposal may be taken as failure to comply with the Contract Documents and may be just cause of rejection of the Work.

The undersigned further certifies that the bid prices contained in the proposal have been carefully checked and are correct and final and shall remain firm for a period of sixty (60) days from the bid due date.

The undersigned states that the cost of payment and performance bonds in an amount equal to 100% of the Contract Price and shall be included as part of the Lump Sum Bid.

The undersigned states that charges for overhead and profit in connection with authorized changes in the Work, shall be as follows:

1) Changes that result in a net increased cost:

- a. Cost for labor and material provided by the General Contractor's own forces shall include a maximum General Contractor's mark-up of ____% overhead and profit.
- b. Cost of labor and material provided by Subcontractors shall include a maximum General Contractor's mark-up of ____% overhead and ____% profit.

2) Changes that result in a net decreased cost:

- a. Credit for labor and material to have been provided by the General Contractor's own forces shall include credits for General Contractor's mark-up of ____% overhead and ____% profit.
- b. Credit for labor and materials to have been provided by Subcontractors shall include credits for General Contractor mark-up of ____% overhead and ____% profit.

PROPOSAL FORM - Competitive Sealed Proposal - Lump Sum

NAMING SUBCONTRACTORS

It is required that a Subcontractor shall be named for each of the categories of Work listed below. If Work will be performed by your "own forces", so state. After the award of Contract no substitutions of Subcontractors may be made without written approval of the Owner and Architect.

LANDSCAPING:

(List only one (1) Subcontractor)

IRRIGATION:

(List only one (1) Subcontractor)

I agree to provide all accompaniments to this Proposal as required by the Instructions to Proposers, General Conditions and Special Conditions of the agreement.

Signature: _____

Typed Name: _____

Title: _____

Name of Corporation, Partnership or Joint Venture

Legal Mailing Address

Date Signed

END OF SECTION

DOCUMENT 00510

CONSTRUCTION CONTRACT

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Contract is made and entered into this day ____ of ____ 2017 by and between THE CITY OF CONROE, TEXAS, a Texas Home Rule Municipality, hereinafter referred to as "CITY", and _____.

Hereinafter referred to as "CONTRACTOR", and is as follows:

*ARTICLE I
THE PROJECT*

1.1 1.01 The PROJECT is generally referred to as Candy Cane Park Reforestation PROJECT NO. 1009-18 by the City of Conroe located in Conroe, Texas as indicated by this Contract, all in accordance with project bid set drawings and specifications prepared by Architect Claudia Walker, Burditt Consultants, 310 Longmire Rd, Conroe TX 77304.

*ARTICLE II
ADMINISTRATION*

2.01 Contract Administrator: Scott Taylor, PE
300 W. Davis St.
Conroe, TX 77301.
936-522-3100

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

*ARTICLE III
COMPENSATION*

3.01 For the performance of the Work: Lump Sum Pricing

TOTAL SUM BID ITEM 01: Landscaping

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

TOTAL SUM OF BID ITEM 02: Irrigation

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

BID ITEM 03: Tree Preservation

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

BID ITEM 04: General Conditions, Overhead & Profit

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

PROJECT TOTAL):

Amount written in words. (This governs)

(\$ _____).
(Amount in figures.)

3.02 Additional provisions regarding progress and final payment are contained in the Contract Documents.

*ARTICLE IV
CONTRACT TIME*

4.01 Time is of the essence to this Contract.

4.02 The Work shall be substantially completed within the time proposed which shall run from the date when the notice to proceed is given to Contractor.

*ARTICLE V
CONTRACT DOCUMENTS*

5.01 The Contract Documents consist of the documents hereinafter described, the terms and conditions of which are incorporated herein by reference. The terms of these documents are the terms of the Contract. The Contract Documents are hereinafter listed in order of precedence. In the event of any conflict between the terms and conditions of one document and that of another, the document first listed shall be deemed controlling over a subsequent document. In the event of any conflict between the terms and conditions of any document, and the provisions of an amendment to that document, then the terms of such amendment shall be deemed controlling. In order of precedence, the Contract Documents are:

- (a) This Contract; #1009-18
- (b) The Contractor's executed Offer Bid Form;
- (c) The Project Plans and Specifications together with all subsequent addenda _____ through _____ thereto;
- (d) The Instructions to Proposers and Special Provisions to the City of Conroe, Texas.
- (e) Any Amendments to General or Special Conditions.
- (f) The General and Special Conditions of the Contract for Construction.

*ARTICLE VI
ENTIRE AGREEMENT*

6.01 This Contract contains the whole agreement between the parties and there are no representations, terms, conditions, or collateral agreements other than those expressly set forth herein.

Effective as of the date hereinabove first set forth.

CONTRACTOR:

CITY:

BY:

BY:

Toby Powell, Mayor

NAME PRINTED: _____

TITLE: _____

BY:

COMPANY: _____

Soco Gorjon, City Secretary

(IF THIS CONTRACT IS WITH A CORPORATION, IT MUST BE EXECUTED BY AN OFFICER THEREOF AND THE SEAL OF THE CORPORATION IMPRESSED.)

END OF DOCUMENT

DOCUMENT 00520
BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location): _____

BOND

BOND NUMBER: _____

DATE: (Not later than Bid Due Date): _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure to faithfully perform the Contract, Surety will assume full responsibility for completion of the Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

PAYMENT BOND

Bond Identification No. _____

STATE OF TEXAS
COUNTY OF MONTGOMERY

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____, as Principal, and _____, a corporation duly authorized to do business in this State, as Surety, are this date held and firmly bound unto the City of Conroe, Texas in the amount of _____

_____ Dollars (\$ _____) for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

This bond is made to secure the performance of Principal with respect to a contract dated _____ made by and between Principal and the City of Conroe, Texas for _____

This Bond is entered into for the protection of claimants supplying labor and material in the prosecution of the Work provided for in said Contract Documents, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed and given.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety have signed and sealed this instrument,

this _____ day of _____, 2_____.

PRINCIPAL

SURETY*

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address of Attorney-In-Fact

Telephone No. of Attorney-In Fact

**ATTACH CERTIFICATE OF LIABILITY INSURANCE
(HERE)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, 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

ADD ADDITIONAL PAGES AS NECESSARY

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.

_____ (“Company or Business Name”)
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

SECTION 00600

GENERAL CONDITIONS

Article I - General Contract Definitions

Unless the context clearly requires another meaning, the following terms shall have the meaning assigned herein:

- 1.1 *Change Order* means a written modification of the Contract between the Owner and Contractor, signed by the Owner and the Contractor.
- 1.2 *Close-out documents* means the standard product brochures, product/equipment maintenance and operations instructions, manuals, etc., and as may be further defined or identified and required by the Contract Documents.
- 1.3 *Contract* means the Contract Documents between the Owner and the Contractor.
- 1.4 *Contract Date* is the date of the Owner-Contractor Agreement is effective between the Owner and Contractor.
- 1.5 *Contract Documents* means the Owner-Contractor Agreement, the Conditions of the Contract (General and Special Conditions), the Drawings, the Specifications, the Bidding Documents, Advertisement, Invitation and Instruction to Bidders, Contractor's Proposal, Contract Award and all Addenda issued prior to and any Change Orders issued after execution of the Contract.
- 1.6 *Contractor* means the individual, corporation, company, partnership, firm or other organization that has contracted to perform the Work under the Contract with the Owner.
- 1.7 *Contract Sum* mean the total compensation payable to the Contractor for completion of the Work in accordance with the Contract Documents as originally contracted for and as subsequently adjusted by Change Order.
- 1.8 *Contract Time* means the period between Date of Commencement and the date scheduled for substantial completion in the Contract Documents, as may be amended by Change Order.
- 1.9 *Date of Commencement* means the date designated in the Notice to Proceed that Contractor shall commence the Work.
- 1.10 *Day* means a calendar day, unless otherwise specifically stipulated.
- 1.11 *Drawings* means the work product of the Architect/Engineer which depicts the location and quantity of elements of the Work.

- 1.12 *Final Completion* means the date when the Contract is fully performed according to the Contract Documents and is acceptable to Owner.
- 1.13 *Owner* means the City of Conroe, Texas acting through its designated representative.
- 1.14 *Owner's Designated Representative (ODR)* means the individual appointed or assigned by the Owner to be its on-site representative during the Project, to exercise certain power on behalf of the Owner and to undertake certain contract administration activities as specifically outlined in the Contract.
- 1.15 *Project* means the Work as described by the Contract Documents.
- 1.16 *Site* means the geographical area at the location where the Work is to be performed.
- 1.17 *Special Conditions* means the documents containing terms and conditions, which relate to specific project and are peculiar to it. Special Conditions when used, are a part of the Contract Documents and supercede the Uniform General Conditions to the extent of conflict.
- 1.18 *Specifications* means the Architect'/Engineer's work product which establishes the quality of the products and processes to be used to produce the Work.
- 1.19 *Subcontractor* means a person or organization who, as an independent contractor, contracts directly or indirectly with Contractor to perform part or all of the Contract between the Owner and the Contractor. The term does not include the Architect/Engineer.
- 1.20 *Substantial Completion* means the date when the Work or a designated portion thereof, is so sufficiently complete, in accordance with the Contract Documents, as to be fully operational in all its components and fit for the use for which it is intended.
- 1.21 *Unit Price Work* means Work to be paid for on the basis of unit prices.
- 1.22 *Unilateral Change Order (ULCO)* means a Change Order issued by the Owner without the agreement of the Contractor.
- 1.23 *Work* means all labor, plant, materials, facilities, and all other things, including the construction and services necessary or incidental to fulfill Contractor's obligations for the Project in conformance with the Contract Documents.

Article II - General Laws Governing Construction

- 2.1 Compliance with Laws. In the execution of the Contract Documents and the Work, the Contractor shall comply with all applicable local State and Federal laws, including but not limited to, laws governing labor, equal employment opportunity, safety, environmental protection and prevailing wage rates. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work. The Contractor shall indemnify and save harmless the Owner and its official representatives against any claim arising from violation of any such law, ordinance or regulation by himself, his subcontractors and his employees. Except where expressly required otherwise by applicable laws and regulations, neither Owner nor the Architect/Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- 2.1.1 The Contractor shall cooperate with city permitting officials and authorities at all times where their jurisdiction applies. The Contractor shall make application to obtain all local permits that are required for the performance of the Work. Contractor has a continuing obligation throughout the term of the Contract to conduct his operations under duly issued permits and, in the event Contractor loses or has revoked a necessary permit, Contractor must take immediate steps to apply for and receive another permit. Owner shall waive or be responsible for the payment of all fees necessary for the issuance of municipal permits.
- 2.2 State Sales and Use Taxes. The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Chapter 151, Texas Tax Code. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- 2.3 Venue for Suits. The venue for any suit brought as to matters arising out of or related to this Contract shall be in a court of competent jurisdiction in Montgomery County, Texas.
- 2.4 Licensing of Trades. The Contractor shall comply with all applicable provisions of state law related to required licensing of skilled tradesmen, contractors, materialmen, suppliers and or laborers, as necessary to accomplish the Work.
- 2.5 Environmental Regulations. At all times, Contractor shall conduct its activities in compliance with applicable laws and regulations relating to the environment, and its protection.

Article III- Compliance with and Enforcement of Prevailing Wage Laws

- 3.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule” provided by the Owner. The specified wage rates are minimum rates only. The Owner will not consider any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.
- 3.2 Prevailing Wage Schedule. The “Prevailing Wage Schedule” shall be determined by the Owner in compliance with Chapter 2258, Texas Government Code. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner’s Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the ODR and the Owner shall specify a wage rate for that skill or trade, which shall bind the Contractor.
- 3.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to §3.2. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

Article IV - Drawings and Specifications

- 4.1 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by the Architect/Engineer are, and shall remain, his property. They are not to be used on any other project and, with the exception of one contract set for each party to the Contract, are to be returned to the Architect/Engineer, upon request, following completion of the Work.
- 4.2 Copies Furnished. The Contractor will be furnished two sets of the Contract Documents free of charge. Additional complete sets will be furnished at reproduction cost to the one requesting such additional sets.
- 4.3 Interrelation of Documents. The Drawings depict the location and quantity of elements of the work. The specifications indicate quality. All documents are intended to be complimentary to produce the Work.
- 4.4 Resolution of Conflicts in Documents.

- 4.4.1 In the event of conflict between Drawings and Specifications, the Specifications shall prevail.
- 4.4.2. In the event of conflict among the drawings, the large-scale drawings prevail over the small-scale drawings.
- 4.5 Contractor's Duty to Review Contract Documents. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, the Contractor shall examine and compare: the Contract Documents; information furnished by the Owner, relevant field measurements made by the Contractor; and any visible conditions at the Site affecting the Work.
- 4.6 Discrepancies and Omissions in Drawings and Specifications.
- 4.6.1 If in the course of the performance of the obligations in § 4.5, the Contractor discovers any errors, omissions or inconsistencies in the Contract Documents, the Contractor shall promptly report them to the Owner. It is recognized, however, that the Contractor is not acting in the capacity of a licensed design professional, and that the Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations.
- 4.6.2 The Contractor has no liability for errors, omissions, or inconsistencies described in §§ 4.5 and 4.6.1 unless the Contractor knowingly failed to report a recognized problem to the Owner. If, however, the Contractor fails to perform the examination and reporting obligations of these provisions, the Contractor shall be responsible for any avoidable costs or direct damages.
- 4.6.3 The Owner shall develop a solution and provide it to Contractor. If the solution prompts changes to the Contract Sum or Contract Time the contract shall be equitably adjusted.
- 4.7 Other Information Provided to Contractor.
- 4.7.1 The Owner may provide Contractor with information, reports, pictures or other items which are not contained within the Contract Documents, but which Contractor should review and use pursuant to § 4.5.

Article V - Construction Bonds

- 5.1 Performance and Payment Bonds. The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by Chapter 2253, Texas Government Code.
- 5.1.1 A Performance Bond is required if the Contract Price is in excess of \$100,000. The performance bond is solely for the protection of the city, in the full amount of the Contract and conditioned on the faithful performance of the Work in accordance with the Contract Documents.
- 5.1.2 A Payment Bond is required if the Contract Price is in excess of \$25,000. A payment bond is payable to the City of Conroe, in the full amount of the Contract and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor.
- 5.1.3 Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.
- 5.2 The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Chapter 2253, Texas Government Code. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.
- 5.3 Owner shall furnish certified copies of a payment bond and the related Contract to any qualified person seeking copies who complies with §2253.026, Texas Government Code.
- 5.4 Claims on Payment Bonds. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with § 2253.041, Texas Government Code. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.
- 5.5 Payment Claims when Payment Bond not Required. When the value of the Contract between the Owner and the Contractor is less than \$25,000.00, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

Article VI - Insurance Requirements

- 6.1 Insurance requirements are set out in Section 00100, Bonds and Insurance, section 4.

Article VII - General Responsibilities of Owner and Contractor

7.1 Owner's General Responsibilities.

7.1.1 The Owner is the entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number.

7.1.2 Owner's Designated Representative. Prior to the start of construction, Owner shall designate in writing the Owner's Designated Representative (ODR), who shall have express authority to act and bind the Owner to the extent and for the purposes described in the various Articles of the Contract, including responsibilities for general administration of the Contract. Unless otherwise specifically provided for, the ODR is the single point of contact between the Owner and Contractor. Notice to the ODR, unless otherwise noted, constitutes notice to the Owner under the Contract.

7.1.3 The foregoing is in addition to the specific duties and authority of Owner and the ODR found in other Articles of the Contract.

7.2 Limitation on Owner's and ODR's Duties. Owner and ODR will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, technologies, sequences or procedures of construction or the safety precautions and programs incident thereto. Owner and ODR are not responsible for any failure of Contractor to comply with laws and regulations applicable to furnishing or performing the Work. Owner and ODR are not responsible for the failure of Contractor to perform or furnish the work in accordance with the Contract Documents. Owner and ODR are not responsible for the acts or omissions of Contractor, or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

7.3 Role of Architect/Engineer.

7.3.1 In General. Unless otherwise provided for in the Contract Documents, the Architect/Engineer will perform the duties of the Architect/Engineer as described in this Contract during construction and until final payment, including advising the ODR on matters where assistance is needed. The assignment of any authority, duties or responsibilities to the Architect/Engineer under the Contract Documents, or under any agreement between Owner and Architect/Engineer, or any performance thereof by Architect/Engineer is for the exclusive benefit of Owner and not for the benefit of Contractor, any Subcontractors, suppliers or their respective employees or sureties.

7.3.2 The Architect/Engineer shall have the authority to recommend to Owner to reject work performed by the Contractor, which, in the opinion of the Architect/Engineer, does not meet the requirements of the Contract Documents. Architect/Engineer shall communicate with the ODR upon discovery of non-compliant Work and shall provide a recommendation upon request for review by the ODR. The ODR shall

order in writing such work removed and replaced in accordance with Article XII.

7.4 Limitations on Architect/Engineer Authority. Architect/Engineer will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. Architect/Engineer is not responsible for any failure of Contractor to comply with laws and regulations applicable to the furnishing or performing the Work. Architect/Engineer is not responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents. Architect/Engineer is not responsible for the acts or omissions of Contractor, or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

7.5 Contractor's General Responsibilities.

7.5.1 The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall supervise and direct the Work using the best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the Work under the Contract. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.5.2 Contractor's Superintendent. The Contractor shall employ a competent resident superintendent who shall be in attendance at the Project Site during the progress of the Work. The superintendent shall be satisfactory to the Owner, and shall not be changed except with the written approval of the Owner unless he leaves the employment of the Contractor. The superintendent shall represent the Contractor at the Site and shall have full authority to act on behalf of the Contractor. All communications given to the superintendent shall be binding on Contractor. All oral communications affecting Contract Time, Contract Sum and contract interpretation will be confirmed in writing to Owner.

7.5.3 Labor. Contractor shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

7.5.4 Services, Materials, and Equipment. Unless otherwise specified in the Supplementary General Conditions, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

7.5.5 No Substitutions Without Approval. The Contractor may make substitutions only with the consent of the Owner, after evaluation and

recommendation by the Architect/Engineer and in accordance with a Change Order.

7.5.6 Should Work be identified by either the Architect/Engineer and/or the ODR as not being in compliance with the Contract Documents, the ODR shall communicate the finding to Contractor and such Work shall be corrected by the Contractor at its expense. The approval of Work by either the Architect/Engineer or ODR does not relieve the Contractor from compliance with all requirements of the Contract Documents where such requirements are not judged at the time of observation of the Work due to work sequences by the Contractor or the lack of time to judge the performance characteristics of the particular Work item.

7.5.7 Subcontractors. Contractor shall not employ any Subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom Owner may have reasonable objection. Owner will communicate such objections in writing. If a rejection causes a change to the Contractor's cost to perform the Work, then Contractor may file a claim under Article XV of these General Conditions. Contractor shall not be required to employ any Subcontractor, supplier or other person or organization to furnish any of the work to whom Contractor has reasonable objection. Contractor will not substitute Subcontractors without the approval of Owner.

7.5.7.1 Contractor shall enter into written agreements with all Subcontractors and suppliers which specifically bind the Subcontractors and suppliers to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and the Architect/Engineer. The Owner reserves the right to specify that certain requirements shall be adhered to by all Subcontractors and sub-subcontractors as indicated in other portions of the Contract Documents and these requirements shall be made a part of the agreement between Contractor and Subcontractor or supplier.

7.5.7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with Owner through Contractor.

7.5.8 Continuing the Work. Contractor shall carry on the Work and adhere to the progress schedule during all disputes, disagreements or alternative resolution processes with Owner. No Work shall be delayed or

postponed pending resolution of any disputes, disagreements or processes, except as Owner and Contractor may agree in writing.

- 7.5.9 Cleaning. The Contractor shall at all time keep the Site and the Work clean and free from accumulation of waste materials or rubbish caused by the construction activities under the Contract. Upon completion of the Project, and prior to the final inspection, the Contractor shall have the Work in a neat and clean condition.
- 7.5.10 Acts and Omissions of Contractor, his Subcontractors and employees. The Contractor shall be responsible for acts and omissions of his employees and his subcontractors, their agents and employees.
- 7.5.11 Indemnification of Owner. Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the Owner and the elected officials, employees, officers, directors, volunteers, and representatives of the Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the Owner directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of Owner, officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- 7.5.11.1 The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 7.5.11.2 Contractor shall promptly advise the Owner in writing of any claim or demand against the Owner or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract.
- 7.5.13 The duties listed above are in addition to the duties, responsibilities and activities to be undertaken by Contractor as specified throughout the Articles of the Contract.

Article VIII – Reserved

Article IX - The Contractor's Responsibility for Jobsite Safety

- 9.1 Unless otherwise specified, Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. §§ 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of the Act. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

Article X - Materials and Workmanship; Licensing and Testing

- 10.1 Materials and Workmanship. The Contractor warrants and guarantees that all Work shall be executed in a good and workmanlike matter in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs. Unless otherwise specified, all materials and equipment incorporated into the Work under the Contract shall be new.

- 10.2 Contractor's Warranty of Workmanship.

- 10.2.1 Limits on Warranty. Contractor's Warranty and guarantee hereunder excludes defects or damage caused by:

- a. Abuse, modification or improper maintenance or operation by persons other than Contractor, Subcontractors, suppliers or any other individual or entity for whom Contractor is responsible, or
- b. Normal wear and tear under normal usage.

- 10.2 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

- a. Observations by Owner and/or Architect/Engineer;
- b. Owner's payment of any progress or final payment;
- c. The issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;
- d. Use or occupancy of the Work or any part thereof by Owner;

- e. Any acceptance by Owner or any failure to do so; or
- f. Any inspection, test or approval by others.

10.3 Owner shall have the right to require testing of mechanical systems installed hereunder.

Article XI – Substitutions

11.1 Intent of Contract Documents. It is not the intent of the Specifications or Contract Documents to limit materials, equipment or fixtures to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison as to quality, application, physical conformity, and other characteristics. It is the Owner's or Architect/Engineer's intention to not discriminate against or prevent any dealer, jobber or manufacturer from furnishing materials, equipment, and/or fixtures which meet or exceed the characteristics of the specified items. Substitution of materials shall not be made without prior written approval from the Owner.

11.2 Unauthorized Substitutions at Contractor's Risk. All proposed substitution of materials, equipment or fixtures shall be presented through the submittal process. The Contractor shall be financially responsible for any additional costs or delays resulting from using materials, equipment or fixtures other than those specified, and shall reimburse the Owner for any increased design or contract administration costs resulting from such unauthorized substitutions.

Article XII - Inspection of the Project During Construction

12.1 Contractor Quality Control. Contractor is responsible for controlling the quality of the work as set forth in the Contract Documents.

12.2 Owner Quality Assurance.

12.2.1 The Owner will make periodic visits to the site to familiarize itself with the progress and quality of the Work, conduct inspections and tests and to determine if the Work is proceeding in accordance with the Contract Documents. The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for observation and/or inspection of the Work by the authorized representatives of the Owner.

12.2.2 The Contractor shall not cover up any work with finishing materials or other building components prior to an inspection of the work by the Owner. Should corrections of the work be required for

approval, cover up shall be delayed until another inspection can be made and approval is indicated.

12.2.3 The Contractor shall be responsible for providing notification of at least five (5) working days or as mutually agreed, to the Owner of the anticipated need for a cover up inspection. Should the Owner fail to make the necessary inspection within the five (5) working day period, or as mutually agreed, the Contractor may proceed with cover up work.

12.3. Rejection and Removal of Defective Work.

12.3.1 The ODR has the authority to reject Work which does not meet the requirements of the Contract and to order such work removed and replaced with conforming Work. The approval of a work item by the ODR does not relieve the Contractor from compliance with the Contract Documents where such requirements are not judged at the time of observation of the Work due to work sequences by the contractor or the lack of time to judge the performance characteristics of the particular work item.

12.3.2 If any materials or Work furnished under this Contract are rejected by the Owner, the Contractor shall, after notice from the Owner, proceed to remove materials, whether worked or unworked, and to take down all portions of the Work condemned. Contractor shall make good all Work damaged or destroyed by the removal and replacement process.

12.3.3 Upon notice of rejection, the Contractor may request to prove to Owner, at Contractor's sole cost, that the Work should be accepted because it meets performance, and other relevant standards. Owner shall respond to Contractor's showing of proof in writing.

Article XIII – Contract Payments

13.1 Progress Payments. Periodic progress payments will be made to the Contractor for Work performed, and materials in place. Payment shall not become due until receipt by the ODR of a correct and complete Pay Application.

13.2 Owner's Duty to Pay. The Owner shall have no duty to pay the Contractor except on receipt by the ODR of (1) a complete Pay Application.

13.3 Retainage. The Owner shall withhold from each progress payment, as retainage, the amount authorized by law, as set out in the Section 00100 Special Provisions. Retainage so withheld shall be managed in conformance with Subchapter B, Chapter 2252, Texas Government Code.

13.4 Reduction to Cover Loss. The Owner may reduce any Invoice prior to payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor, including, but not limited to:

- a. Defective work not remedied;
- b. Damage to work of a separate contractor;

- c. Failure to maintain scheduled progress;
- d. Failure to comply with the requirements of Texas Government Code Chapter 2258 (Prevailing Wage Law); or
- e. For Contracts with a value of less than \$25,000 for which no payment bond is posted, receipt of written notice by the Owner of unpaid bills, filed in conformance with § 53.232, Texas Property Code. Any funds so withheld shall be released to the Contractor if he furnishes a bond for release of lien as provided in § 53.236, Texas Property Code.

13.5 Title to all material and Work covered by progress payments transfers to the Owner upon payment. Transfer of title to Owner does not relieve the Contractor of the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or waive the right of the Owner to require the fulfillment of all the terms of the Contract.

13.6 Progress payments to the Contractor shall not release the Contractor or his surety from any obligations under this Contract. Progress payments shall be made at intervals of not less than thirty (30) days.

Article XIV - Closing Inspections

14.1 Substantial Completion Inspection. When the Contractor considers the entire Work Substantially Complete, the Contractor shall so notify the ODR in writing that the Work will be ready for Substantial Completion Inspection on a date certain. The Contractor shall include with this notice a list of items to be completed or corrected prior to final inspection. On the date indicated by Contractor, or as soon thereafter as is practicable, the ODR and the Contractor shall inspect the work and if the ODR agrees that the Work is Substantially Complete a Certificate of Substantial Completion shall be issued to the Contractor, fixing the date of Substantial Completion. The ODR shall submit with this certificate a list of items to be completed prior to final inspection (the Pre-Final Punchlist). This list may include additional items not included on the Contractor's list, which are deemed necessary by the Owner to correct or complete prior to Final Inspection.

14.2 Final Inspection The Contractor shall fully complete the list of items listed on the Prefinal Punchlist prior to Final Inspection. Unless otherwise specified in Special Conditions, or otherwise agreed in writing by the parties, the Contractor shall complete this work within 15 days of the certified date of Substantial Completion. When the Contractor has completed the Prefinal Punchlist, he shall give written notice to the ODR that the Work will be ready for Final Inspection on a date certain. On this date, or as soon thereafter as is practicable, the ODR and Contractor shall inspect the Work and the ODR shall issue a certificate fixing the date of Final Completion or direct such final items as shall be necessary to the issuance of a certificate of Final Completion. Final Completion shall be a condition precedent to the Contractor's right to receive Final Payment.

Article XV - Claims and Dispute Resolution

15.1 Claims. All claims must be made in writing and presented by the claimant to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the claim and the notice must include a

general description of the nature of the claim. Notice of the amount of the claim with supporting data must be provided by the claimant to the other party within thirty (30) days after the delivery of the initial claim notice.

- 15.2 Conference between Owner and Contractor. Within sixty (60) days after delivery of the notice of the claim the ODR and Contractor shall meet to discuss the claim. If the parties are unable to agree on the resolution of the claim then the claimant shall have any remedy that may be lawfully available to the party.

Article. XVI - Contract Final Acceptance and Payment

- 16.1 Request for Final Payment. At any time following the date of Final Completion the Contractor may submit a certified Application for Final Payment.
- 16.2 Final Payment Documentation. The Contractor shall submit, prior to or with the Application for Final Payment, all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, record documents and all other items required by the Contract Documents. The Contractor shall also submit an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. If required by the Owner, the Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Contract, to the extent and in such form as may be designated by the Owner. The Owner is entitled to rely upon this affidavit; the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.
- 16.3 Offsets and Deductions: The Owner may deduct from the Final Payment all sums due from the Contractor for any reason, all deductions authorized by Article 13, and as Liquidated Damages. If the Certificate of Final Completion notes any Work remaining incomplete or defects not remedied, the Owner may deduct the reasonable cost of remedying such deficiencies from the Final Payment. If such deductions are made, the Owner shall identify each deduction made and the reason therefore, and furnish the Contractor with an explanation of the deduction and the amount deducted on or by the 21st day after Owner's receipt of an approved, or deemed approved Application for Final Payment.
- 16.4 Final Payment Due. Final Payment shall become due and payable by Owner, subject to all allowable offsets and deductions, on the 31st day next following the receipt of the approved or deemed approved Application for Final Payment. If the Contractor disputes any amount deducted by the Owner, the Contractor shall give notice of the dispute on or before the thirtieth day next following receipt of Final Payment; failure to do so will bar any subsequent claim for payment of amounts deducted.

Article XVII - Contract Warranty and Guarantee

- 17.1 Contractor's General Warranty and Guarantee. Contractor warrants to the Owner that all Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract Documents, and to accept a reduction in the Contract Price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, however, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute and is not waived by any inspection or observation by the Owner, Architect/Engineer or others, by making any progress payment or final payment.
- 17.2 Warranty Period. Except as otherwise specified, the Contractor shall repair all defects in materials, equipment or workmanship appearing within one year from the date of Substantial Completion of the Work as a whole. Upon receipt of written notice from the Owner of the discovery of any defects, the Contractor shall promptly and at its own cost remedy the defects and replace any property damaged therefrom. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor, after notice, fails to proceed promptly and remedy within 30 days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

Article XVIII - Change Orders

- 18.1 Effect of Change Order. A Change Order authorizes a change in the Scope of the Work or an adjustment in the Contract Sum or the Contract Time. Work performed under a Change Order is subject to all provisions of the Contract Documents.
- 18.2 Modifications for which a Change Order is Required. All changes in the scope of the Work, the Contract Sum and the Contract Time shall be documented by a Change Order. Change Orders are the exclusive method for modifying the Contract Sum or Contract Time.
- 18.3 Agreed and Unilateral Change Orders. A Change Order may be either an Agreed Change Order or a Unilateral Change Order. An Agreed Change Order is a Change Order jointly executed by the Owner and the Contractor, in which each agrees to all of the terms of the amendment. A Unilateral Change Order is a Change Order issued by the Owner without the agreement of the Contractor. Contractor shall comply with a Unilateral Change Order but shall be entitled to an equitable adjustment of the Contract Time and Contract Price.

Article XIX – Contract Time

- 19.1 Contract Time. The Contract Time will be measured from the date designated in the Notice to Proceed to the date specified for completion by the Contract Documents, including any modification by Change Order. Failure to achieve Substantial Completion within the Contract Time will subject the Contractor to Liquidated Damages. Unless otherwise specified in the Special Conditions or elsewhere in the Contract Documents, the date of Contract Completion shall be the date on which the Work is certified as Substantially Complete.
- 19.2 Contractor Delayed. When Contractor, without fault and for reasons beyond the control of Contractor, is delayed from completing the Work within the Contract Time, the Contractor shall be entitled to an extension of time commensurate with the period of delay.
- 19.3 Failure to Complete Work Within the Contract Time. Time is of the essence of this Contract. The Contractor's failure to complete the Work within the Contract Time will cause damage to the Owner. These damages shall be liquidated by agreement of the Contractor and the Owner, as set forth in the Special Conditions.
- 19.3.1 Collection of Liquidated Damages. The Owner may collect Liquidated Damages due from the Contractor directly or indirectly by reducing the contract sum in the amount of Liquidated Damages stated in the Special Conditions and the Contract.

Article XX - Termination for Cause by Owner

- 20.1 Termination by Owner for Cause. The Owner may, without prejudice to any right or remedy terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, under the following circumstances:
- a. Persistent or repeated failure or refusal, except during complete or partial suspensions of work authorized under the Contract Documents, to supply enough properly skilled workmen or proper materials;
 - b. Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
 - c. Persistent failure to prosecute the work in accordance with the Contract Documents, and to insure its completion within the time, or any extension thereof, specified in this contract;
 - d. Failure to remedy defective work;
 - e. Failure to pay subcontractors, laborers, materialmen and suppliers pursuant to Texas Government Code Chapter 2251;

- f. Persistent endangerment, by the Contractor or its Subcontractors or other vendors, of the safety of labor or of the Work itself;
- g. Failure to supply or maintain statutory bonds, pursuant to Article V, or the supply or maintain Required insurance, pursuant to Article VI ;or
- h. Any other material breach of the Contract.

The Owner reserves the right to terminate at any time for any of the above listed causes. Failure to exercise the right to terminate in any instance or for any proper reason shall not be construed as waiver of the right to do so in any other instance or for any other proper reason.

20.1.1. The ODR shall give the Contractor and its Surety thirty days' prior written notice of its intent to terminate for any of the above reasons. If the Contractor or the Surety demonstrates, to the satisfaction of the Owner, that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, then the Owner shall rescind the notice and the Contract shall continue unmodified, and the Contractor shall not be entitled an extension of time.

20.1.2. Should the Contractor or the surety fail to so demonstrate within thirty days following receipt of such notice, or fail to satisfy the Owner that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, the Owner may arrange for completion of the Work and deduct the cost thereof from the unpaid Contract sum remaining. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect/Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his surety shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. The Owner reserves the right, where the Contract is terminated for cause, to take assignment of any and all contracts between the Contractor and its Subcontractors, vendors and suppliers, and the ODR shall promptly notify the Contractor of the contracts the Owner elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

Article XXI – Miscellaneous

21.1 Computation of Time. In computing any time period set forth in this Contract, the first day of the period shall not be included, but the last day shall be.

21.2 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in accordance with the Contract Documents will survive final payment, completion and acceptance of the Work, as well as termination for any reason. All duties imposed upon the Contractor by reason of termination, including without limitation the duty to assign subcontracts and contracts with vendors and suppliers, shall likewise survive the termination of the Contract.

- 21.3 No Waiver of Performance. The failure of either party in any instance to insist on the performance of any of the terms, covenants or conditions of the Contract Documents, or to exercise any of the rights granted thereunder, shall not be construed as waiver of any such term, covenant, condition or right with respect to further performance.
- 21.4 Governing Law and Venue. This Contract shall be governed by the law of the State of Texas. Exclusive venue of any cause of action arising out of or related to the Contract or the performance of the Work shall lie in the District Court of Montgomery County, Texas.
- 21.5 Captions and catchlines. The captions and catchlines used throughout the Uniform General Conditions are for ease of reference only and have no effect on the meaning of the terms and conditions set forth herein.
- 21.6 Independent Contractor Status. The Contract Documents create an independent contractor relationship between the Owner and Contractor and neither party's employees or contractors shall be considered employees, contractors, partners or agents of the other party.
- 21.7 No third party beneficiaries. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under these Contract Documents from either the Owner or Contractor.
- 21.8 Entire Agreement. These Contract Documents supercede in full all prior discussions and agreements (oral and written) between the parties relating to the subject matter hereof and constitutes the entire agreement.
- 21.9 Assignment. This Contract may not be assigned by either party without the prior written consent of the other, except either party may, upon notice to the other party but without the other party's consent, assign this Contract to a present or future Affiliate or successor, provided that any such assignment by Contractor shall be contingent on Owner's determination that the assignee is qualified to perform the work, is in good standing with the City of Conroe and otherwise eligible to do business within the State of Texas.
- 21.10 Severability. If any provision, sentence, clause or article of this Contract is found to be invalid or unenforceable for any reason, the remaining provisions shall continue in effect as is the invalid or unenforceable provision were not in the Contract. All provisions, sentences, clauses and articles of this Contract are severable for this purpose.
- 21.11 Parties Bound. Execution of this Contract by each party binds the entity represented as well as its employees, agents, successors and assigns to its faithful performance.
- 21.12 No waiver of Immunity. Nothing herein shall be construed to waive City's immunity from suit or damages except to the extent that such waiver has been otherwise provided by law.

SECTION 00700

SPECIAL CONDITIONS OF THE AGREEMENT

- 1.0 Permits. Contractor shall make any and all arrangements and pay for any and all permits required for this work. Any City permits will be free of charge. EPA and TCEQ rules and regulations must be followed regardless of whether they are specified individually or not.
- 2.0 Utilities. Contractor shall make all arrangements for and pay for any utility services required during construction of this project. Water will be provided at no charge by the City, however, all water use must be metered, and tap fees shall be paid by the Contractor.
- 3.0 Materials Testing.
- 3.1 The City of Conroe will provide for construction materials testing services for laboratory certification of materials and workmanship in construction of this project.
 - 3.2 The City of Conroe has the right to temporarily halt construction or repairs for the purpose of acquiring test samples.
 - 3.3 Copies of the test results will be forwarded to the City.
- 4.0 Protection of Existing Facilities. Existing facilities, including utility or paving facilities, disturbed or damaged by or because of performance of this contract shall be promptly restored or repaired at Contractor's expense. Contractor shall be responsible for all areas of the site used by him and all subcontractors in the performance of the Work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Contractor has the right to exclude from the site all persons who have no purpose related to the Work or it's inspection, and may require all persons on the site (except Owner's employees) to observe the same regulations, as he requires of his employees.
- 5.0 Timing and Sequence of Work.
- 5.1 Contractor is advised that the timing of the work is of critical concern to the Owner, who desires to utilize the proposed facility as quickly as possible.
 - 5.2 Contractor is therefore informed that time is of the essence in this contract and that the time allowed for completion is the time shown in the Proposal subject to extensions in accordance with the General Conditions.
 - 5.3 Contractor is further advised that he will be liable for liquidated damages in the amount of \$1,000.00/day for each day the project is not completed in the time allowed plus extensions.
- 6.0 Final Approval and Guarantee.
- 6.1 The work is to be completed to the satisfaction of the Owner.
 - 6.2 Contractor is to guarantee all work to be free from defect due to faulty workmanship or materials for a period of one year from the date of final acceptance of the work by the Owner. Contractor shall repair defects, which develop in construction, during that time, upon notice by the Owner to do so. No provisions of this contract shall relieve Contractor of this guarantee. Failure of the Contractor to repair or replace a defect upon notice shall entitle Owner to perform necessary work and recover the cost of the same from Contractor and/or his surety.

7.0 Form of Specifications.

7.1 Specifications are of the abbreviated, simplified or streamlined type and include incomplete sentences. The omission of words or phrases such as "the Contractor shall", "inconformity therewith", "Shall be", "as noted on the drawings", "according to the plans", "a", "an", shall be supplied by inference in the same manner as they are when a "note" occurs on drawings.

7.2 The specifications are interpreted to require that the Contractor shall provide all items, articles, materials, operation or methods listed, mentioned or scheduled whether on the plans or specified therein, or both, including all labor, material, equipment and incidentals necessary and required for their completion.

7.3 Whenever the words "approved", "satisfactory", "designated", "submitted", "observed", or similar words or phrases are used it shall be assumed that the word "Contract Administrator" follows the verb as the object of the clause, such as "approved by the Contract Administrator".

7.4 All references to standard specifications or manufacturer's installation directions shall mean the latest edition thereof.

7.5 Reference to technical society, organization or body is made in specifications in accordance with the following abbreviations:

AASHO	American Association of State Highway Officials
ASTM	American Society for Testing Materials
AWWA	American Water Works Association
EPA	Environmental Protection Agency
TCEQ	Texas Commission on Environmental Quality

7.6 Some specification items cover construction requirements and materials in comprehensive manner, and only pertinent portions of these items apply.

7.7 For construction specifications or details not detailed in plans and/or specifications use relevant City of Conroe or Texas Commission on Environmental Quality standards.

8.0 Other Contractors. The Contractor is advised that other work may be underway in the area simultaneously. Each Contractor will be required to coordinate his activities with others and the City at no increased time or cost to the Owner.

9.0 General Prosecution of Work. The Contractor is expected to prosecute the work diligently and continuously, weather permitting, and is also expected to maintain site in a safe and orderly condition. These steps will be expected to be performed at no extra cost to the Owner.

10.0 Storage of Equipment and Materials.

10.1 Contractor furnished equipment and materials shall be stored in such manner as to protect them from the elements, and prevent damage to, corrosion of, deterioration of, or loss of materials or components.

10.2 Materials and equipment shall be stored on high ground on a suitable working surface free of mud and water.

10.3 Equipment and materials storage shall be limited to areas designated by the Contract Administrator to protect existing vegetation.

10.4 Contractor shall immediately move stored material or equipment if determined necessary for any reason by the owner.

- 11.0 Access to Construction Site.
- 11.1 Contractor should investigate the site and define any potential construction problems and/or delivery route restrictions for the components to be supplied, prior to submitting a bid. No blocking or redirection of traffic shall be done as part of this project.
- 11.2 Access to the project can be obtained from public roads and City of Conroe property. Access across private property is strictly forbidden unless written permission has been obtained from the landowner.
- 12.0 Land for Construction Purposes. Contractor will be permitted to use available land belonging to Owner, on or near the site of the Work, for construction purposes. The location and extent of the areas so used shall be as designated by the Owner.
- 13.0 Salvage of Materials and Equipment.
- 13.1 At the option of the Owner, all existing materials and equipment removed, and not reused, as a part of the Work shall remain the property of the Owner, unless otherwise noted. (Items not to be salvaged shall be removed and legally disposed of by the Contractor, as part of this contract.)
- 13.2 Contractor shall carefully remove and protect salvaged items, which are to be reused or remain the property of the Owner. Salvaged items not to be reused in the Work, but to remain Owner's property, shall be delivered by Contractor to a site designated by the Owner.
- 14.0 General Provisions Applicable to Other Required Insurance. At all times during the term of the contract the Contractor shall keep in effect (1) a Commercial General Liability Policy and (2) an Automobile Liability Policy.
- 14.1 Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- 14.2 "Claims Made" policies will not be accepted.
- 14.3 The City of Conroe, Texas, its officials, employees and volunteers are to be added as "Additional Insured's" to the General Liability Policy. The coverage shall contain no special limitations applicable to such additional insured's.
- 14.4 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested has been given to the City of Conroe, Texas.
- 14.5 Contractor waives all rights, including that of subrogation, against Owner, Architect, their officers, employees, agents or assigns with respect to personal injury or property damage arising out of the Project or the Work to the extent that such loss or damage is insured, or required to be insured by the Contractor under the Contract Documents.
- 15.0 Independent Contractor Relationship. The Contractor is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

No person listed as a registered sex offender in the central database maintained by the Texas Department of Public Safety may be allowed by Contractor to perform work related to this contract in, or within 500 feet of any park or recreation facility of the City of Conroe, or within 500 feet of any public or private school or childcare facility. Contractor and its subcontractors shall use due diligence to investigate the criminal history of all employees assigned to perform work under or related to this contract to ensure compliance with this requirement. Internet access to the DPS database is available to the general public at <https://records.txdps.state.tx.us>.

The Bidder selected by this invitation for bid will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

16.0 Notice Before Commencing Work. The Contractor shall give the Contract Administrator at least 48 hours notice in writing before commencing work on any portion of the contract, or renewing work at any place where work has been stopped for any cause. He shall also give the same notice to all authorized inspectors, superintendents, or persons in charge of utilities, or roadways affected by his operations. Any work done contrary to the provisions of this clause must be taken up and rebuilt immediately upon order from the Administrator.

17.0 Environmental Protection. The Contractor shall be responsible for compliance with all applicable federal, state, and local laws, rules, requirements, codes and regulations.

The Contractor and any subcontractors shall recognize the environmental requirements of the project. Disturbed areas shall be strictly limited to boundaries established by the Contract Administrator. Particular attention is drawn to the avoidance of any pollution of any near by streams, sewers, wells or other water sources.

All work shall be performed in such a manner as may be required to avoid pollution of the air by dust or other contaminants and also to control noise.

Contractor shall keep the premises free from accumulations of waste materials and rubbish. Contractor shall provide adequate trash receptacles about the site, and shall promptly empty the containers when filled.

Contractor when not in use shall neatly stack construction materials. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from surfaces to prevent marring or other damage.

Volatile wastes shall be properly stored in covered metal containers and removed daily.

The Contractor shall comply with the U.S. Environmental Protection Agency (EPA) and TCEQ including submitting a Notice of Intent (NOI) and adhering to the terms and conditions imposed by EPA's National Pollutant Discharge Elimination System (NPDES) storm water baseline general permit. Among the conditions and requirements of this permit, the Contractor must prepare and implement a pollution prevention plan (PPP) that is tailored to the construction site. Once the facility is authorized to discharge under this storm water baseline construction general permit, the Contractor remains responsible for compliance with all terms and conditions to maintain coverage. The Contractor shall be responsible for any breach of terms or conditions imposed by the storm water baseline construction general permit and is responsible for any resulting penalties.

The Contractor shall prevent erosion of soil and excess runoff of surface or subsurface water from the construction site during the construction period. To retain existing drainage patterns external to the construction site, the Contractor shall construct temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.

The Contractor shall legally dispose of all solid waste materials and other materials to be removed from the site by transporting them to disposal areas that are approved by all Federal, State and Local authorities.

18.0 In the event there exists a conflict between any portion of these contract documents, the following is a list, in order of priority, to be given to said documents:

1. Proposal Exhibit "A"
2. Special Notes
3. Plans
4. Special Conditions (Project Manual & Contract Documents)
5. Technical Specifications
6. Notice to Bidders
7. Instruction to Bidders (Project Manual & Contract Documents)
8. Standard Form of Agreement (Project Manual & Contract Documents)
9. Bid, Performance and Payment Bonds
10. Certificate of Insurance
11. Wage Decisions
12. General Conditions (Project Manual & Contract Documents)

19.0 Declaration. By my signature below I agree to comply with all the provisions of this Contract. I further understand any breach of the Contract entitles the City of Conroe a governmental entity to declare the Contract void within ten days after receipt of notice of breach.

SIGNED this _____ day of _____ 2017

Contractor: _____

By: _____

Printed Name: _____

Title: _____

The City of Conroe, Texas

By: _____

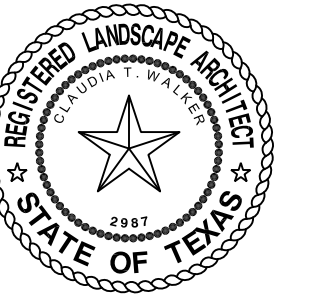
Mayor Toby Powell

Attest: _____

Soco Gorjon, City Secretary

THIS PROJECT & THE IDEAS
 HEREIN, AS AN INSTRUMENT
 OF PROFESSIONAL SERVICE,
 IS THE PROPERTY OF BURDITT
 CONSULTANTS, LLC, & IS NOT
 TO BE USED IN WHOLE OR
 IN PART, WITHOUT THE
 AUTHORIZATION OF
 BURDITT CONSULTANTS, LLC.

SEAL:



SIGNATURE:

Claudia Walker

DATE SIGNED:
 10.03.2017

REFORESTATION PLAN
 CANDY CANE PARK
 1204 CANDY CANE LANE
 CONROE, TX 77301
 COVER

BID SET FOR

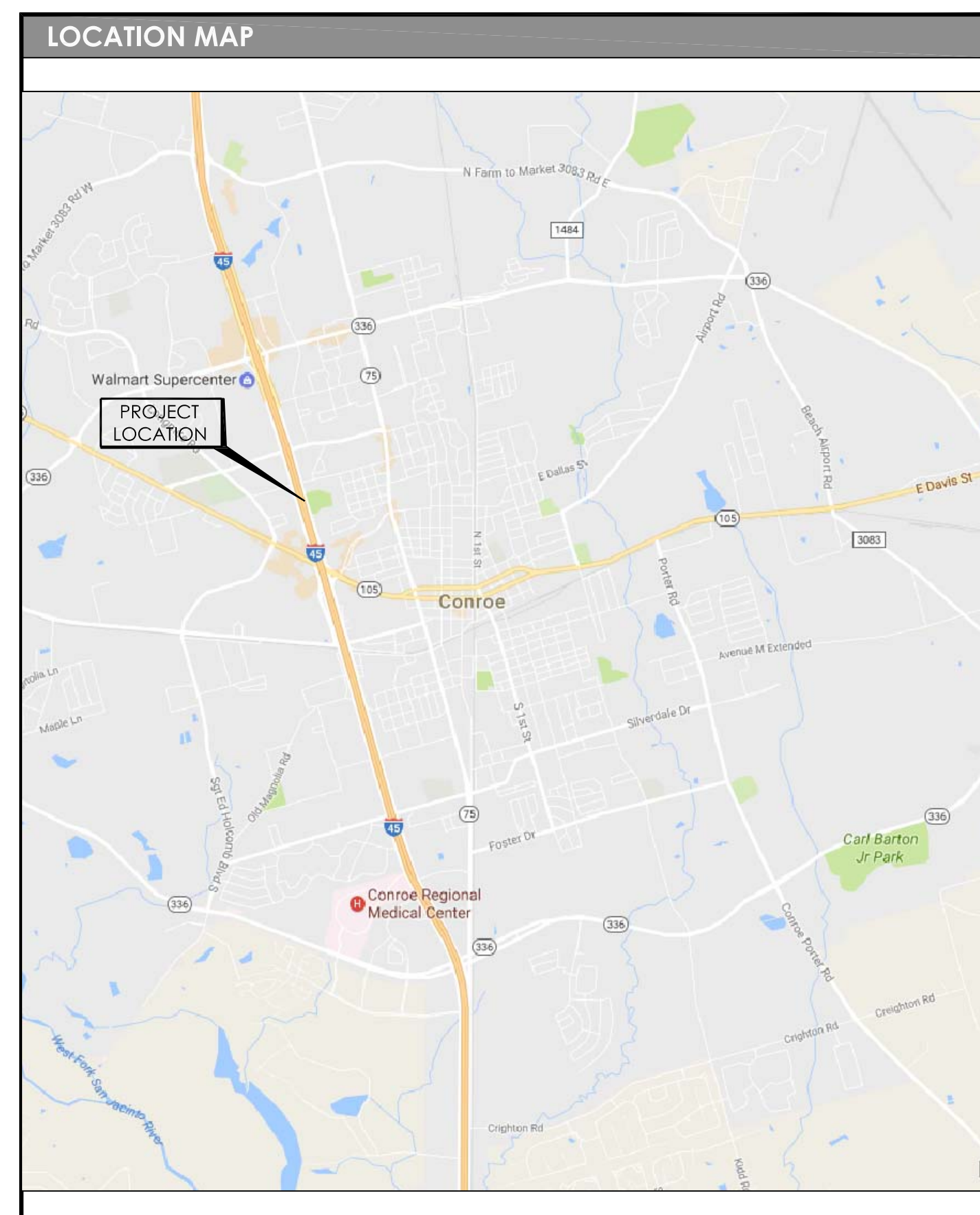
CITY OF CONROE

CANDY CANE PARK

REFORESTATION

THE CITY OF CONROE
 1204 CANDY CANE
 CONROE, TX 77301

MONTGOMERY COUNTY, TEXAS
 DESIGN JOB NO. 0985.007



GENERAL NOTES

- CONTRACTOR SHALL NOTIFY THE CITY OF CONROE TEN (10) WORKING DAYS IN ADVANCE OF STARTING CONSTRUCTION AND SHALL COORDINATE NECESSARY INSPECTIONS THROUGHOUT FINAL APPROVAL.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES AND IMPROVEMENTS.
- ANY DAMAGE TO EXISTING FACILITIES OR IMPROVEMENTS, RESULTING FROM THE CONTRACTOR'S OPERATION, SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL EXPOSE, VERIFY, CONNECT AND/OR MATCH EXISTING UTILITIES AND IMPROVEMENTS, IN CONFORMANCE WITH THE INTENT OF THESE PLANS AND SPECIFICATIONS, TO PROVIDE COMPLETE AND/OR OPERATIONAL SYSTEMS.
- DURING THE COURSE OF THE WORK, CONTRACTOR SHALL COORDINATE AND ACCOMMODATE OTHER CONTRACTORS OR OPERATIONS OF THE OWNER.
- CONTRACTOR SHALL RESTRICT ALL OPERATIONS WITHIN THE PROJECT BOUNDARIES. ANY DISRUPTION TO LANDSCAPES, OUTSIDE OF PROJECT BOUNDARIES, SHALL BE RESTORED AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL EMPLOY ALL LABOR, EQUIPMENT, AND METHODS REQUIRED TO PREVENT HIS OPERATIONS FROM PRODUCING DUST IN AMOUNTS DAMAGING TO PROPERTY, CULTIVATED VEGETATION, AND DOMESTIC ANIMALS OR CAUSING A NUISANCE TO PERSONS OCCUPYING BUILDINGS IN THE VICINITY OF THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUST RESULTING FROM HIS OPERATIONS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT "UNDERGROUND LOCATE SERVICE" AT LEAST 48 BUSINESS-DAY HOURS PRIOR TO THE START OF CONSTRUCTION FOR LOCATION OF POWER, GAS, OIL, CABLE TV, AND TELEPHONE UNDERGROUND FACILITIES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE PUBLIC AGENCY FOR LOCATION OF ALL UNDERGROUND FACILITIES.
- ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED WITH ORANGE CONSTRUCTION FENCING PLACED AT DRIP-LINE OF CANOPY.

PROJECT TEAM

OWNER:
 THE CITY OF CONROE
 P: 936.522.3843
 Contact: MIKE RIGGENS
 PARKS & REC DIRECTOR

PROJECT MANAGER / LANDSCAPE ARCHITECTURE:
 BURDITT CONSULTANTS, LLC
 P: 936.756.3041
 Contact: CLAUDIA WALKER, R.L.A.
 cwalker@burditt.com

SHEET INDEX

SHEET	DESCRIPTION
CVR	COVER SHEET
LP1.00	LANDSCAPE PLAN
LP5.01	LANDSCAPE DETAILS
LI1.00	IRRIGATION PLAN
LI5.01	IRRIGATION DETAILS

THESE PLANS ARE SUBJECT TO REVIEW & APPROVAL BY JURISDICTIONAL ENTITIES.

1 INCH
 IF THIS LINE DOES NOT MEASURE ONE INCH THIS DRAWING IS NOT TO SCALE AND SHOULD NOT BE SCALED FOR DIMENSIONAL INFORMATION.

PROJECT NUMBER:

0985.007

ISSUE DATES:

2017-10-03_BID SET

DRAWN BY:

CTW

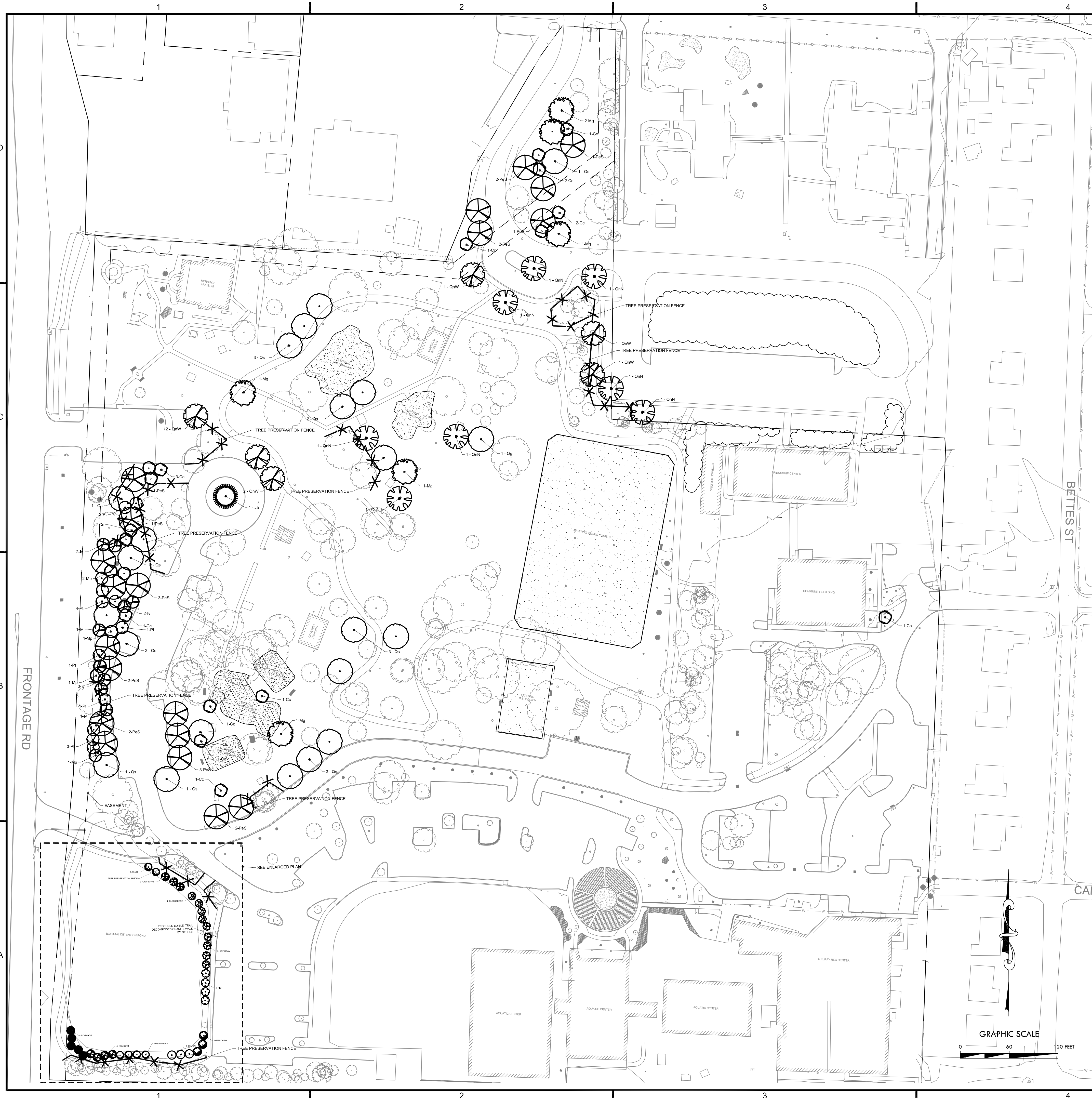
CHECKED BY:

LC

SHEET NO.:

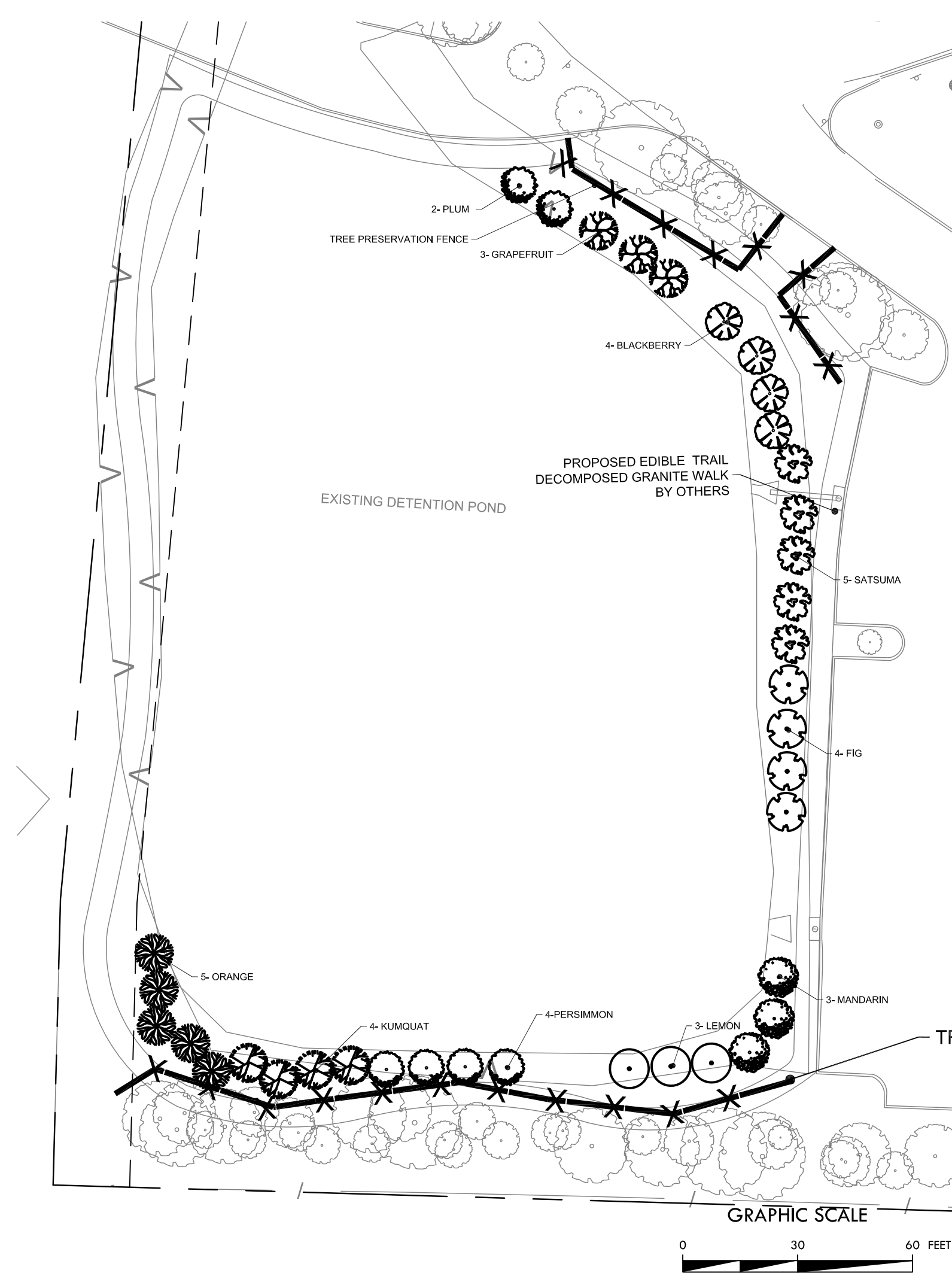
CVR

COPYRIGHT©2014



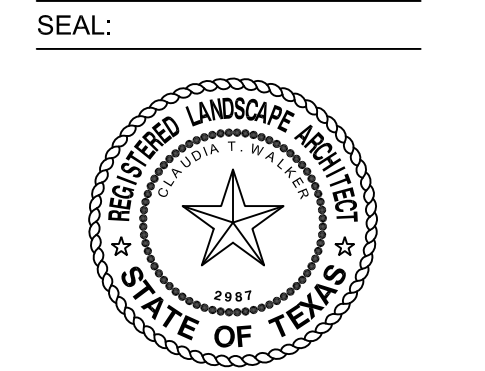
Plant Material List									
SYM.	KEY	QTY.	COMMON NAME SCIENTIFIC NAME	O.C.	ROOT	SIZE	HEIGHT	SPREAD	COMMENT
	Pt	11	Pinus taeda, Loblolly Pine	PLAN	CONT	30 G	8'-10'	4'-5'	Single straight trunk, full canopy, clear trunk to 5', dark green
	QnN	8	Quercus nuttallii, Nuttall Oak	PLAN	CONT	30 G	8'-10'	4'-5'	Single straight trunk, full canopy, clear trunk to 5', dark green
	QnW	6	Quercus nigra, Water Oak	PLAN	CONT	30 G	8'-10'	4'-5'	Single straight trunk, full canopy, clear trunk to 5', dark green
	Qs	20	Quercus shumardii, Shumard Oak	PLAN	CONT	30 G	8'-10'	4'-5'	Single straight trunk, full canopy, clear trunk to 5', dark green
	Mg	6	Magnolia grandiflora, Southern Magnolia	PLAN	CONT	30 G	8'-10'	4'-5'	Single straight trunk, full canopy, clear trunk to 5', dark green
	PeS	20	Pinus elliottii, Slash Pine	PLAN	CONT	30 G	8'-10'	4'-5'	Single straight trunk, full canopy, clear trunk to 5', dark green
	Ja	1	Ashe Juniper, Juniperus Ashei	PLAN	CONT	65 G	12'-14'	6'-7'	Single straight trunk, full canopy, clear trunk to 5', dark green
	Cc	16	Cercis canadensis, Eastern Redbud	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, dark green
	Mp	5	Myrica pusilla, Dwarf Southern Waxmyrtle	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, dark green
	Iv	8	Ilex vomitoria, Yaupon	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, dark green

In Accordance to the Current Edition of The American Standard for Nursery Stock



Plant Material List- Edible Trail									
SYM.	KEY	QTY.	COMMON NAME SCIENTIFIC NAME	O.C.	ROOT	SIZE	HEIGHT	SPREAD	COMMENT
	-	4	Persimmon - Female, Male Eureka	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	2	Plum - Golden Chickasaw, Gulf Beauty	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	3	Grapefruit - Bloomsweet, Ruby Red	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	4	Kumquat - Nagami, Melwa	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	5	Satsuma - Kimbrough, Satsuma	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	5	Orange - Navel, Blood, Parson	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	4	Blackberry - Apache, Arapahoe, Ouachita	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	3	Lemon - Meyer Improved, Ponderosa	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	3	Mandarin - Clementine, Mandarin	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green
	-	4	Fig - LSU Purple, Banana, Celeste	PLAN	CONT	15 G	6'-8'	-	Multi-trunk, full canopy, clear to 4', dark green

In Accordance to the Current Edition of The American Standard for Nursery Stock



SIGNATURE:
Anthony Walker

DATE SIGNED:
10.03.2017

REForestation PLAN
CANDY CANE PARK
1204 CANDY CANE LANE
CONROE, TX 77301

LANDSCAPE PLAN

1 INCH
IF THIS LINE DOES NOT MEASURE ONE INCH THIS DRAWING IS NOT TO SCALE AND SHOULD NOT BE SCALED FOR DIMENSIONAL INFORMATION.

PROJECT NUMBER:
0985.007

ISSUE DATES:
2017-10-03_BID SET

DRAWN BY:

CTW

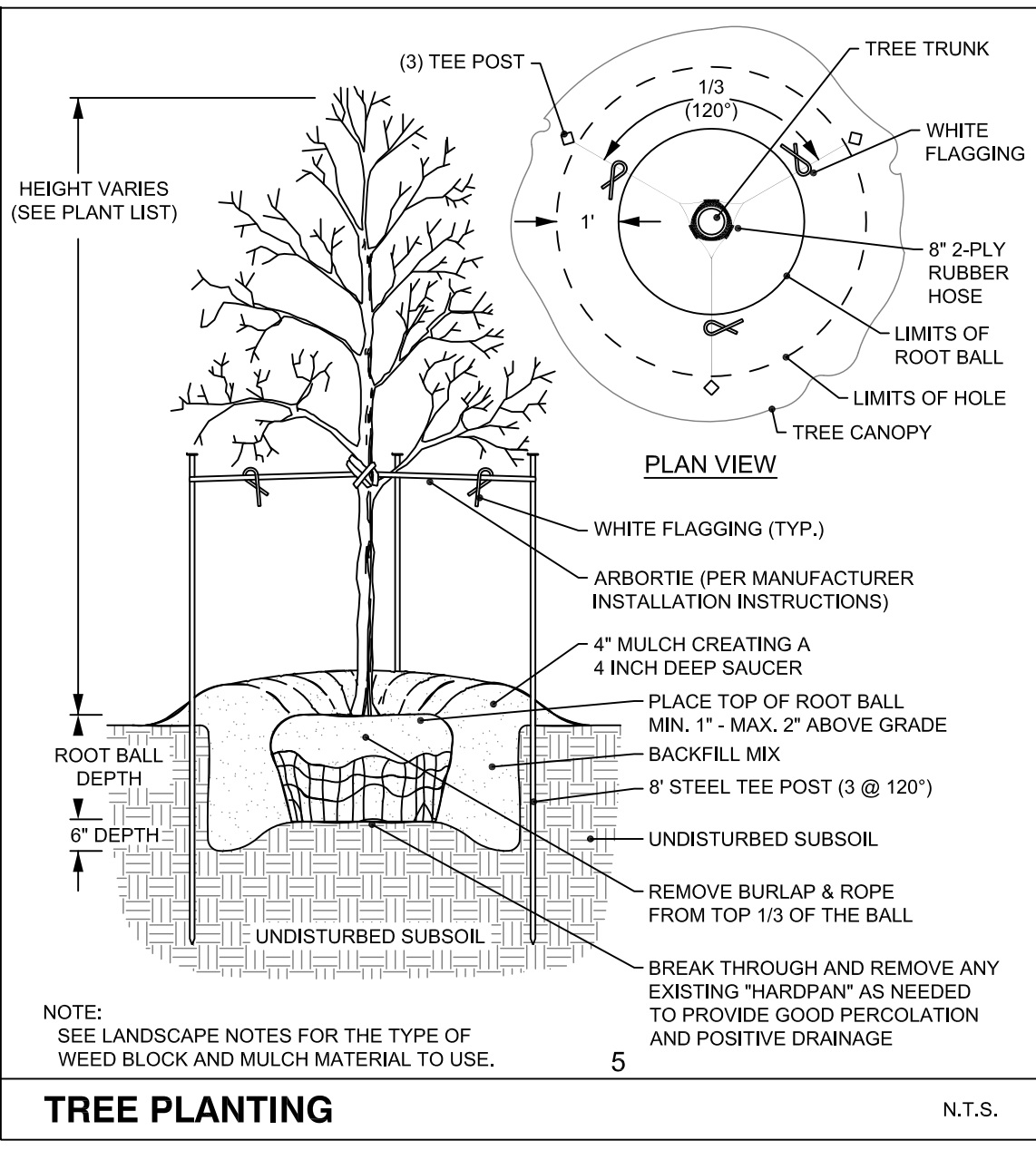
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SHEET NO.:

LP1.00

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TREE PLANTING N.T.S.

LANDSCAPE PROJECT NOTES

Refer to Sitework Specifications for all information needed for landscape work.

Notify Landscape Architect or designated representative of any layout discrepancies or any condition which may prohibit the installation as shown.

Verify and locate all utilities and site lighting conduits before landscape construction begins. Protection of all utilities is the responsibility of the Contractor.

All landscape planting areas illustrated shall be graded smooth with three inches (3") of topsoil and three inches (3") of compost applied and consistently blended (filled) to a depth of nine inches (9"). If adequate or sufficient topsoil is not available on site, the Contractor shall provide topsoil per the specifications and approved by the Owner. To obtain final grade, excavation may be necessary to accept the required depth of topsoil/compost mix with surface dressing or mulch. All beds shall be crowned to anticipate settlement and ensure surrounding planned drainage paths. Any areas disturbed for any reason prior to final acceptance of the project shall be corrected by the Contractor at no additional expense to the Owner.

All landscaped areas will be irrigated with an underground automatic system.

Quantities shown on these plans are for reference only. Plant spacing is as indicated in the Plant Material List unless otherwise noted. The Contractor has full responsibility to provide coverage in all planting areas as specified.

All trees and shrubs shall be installed per planting details.

Trees shall be planted at least five feet (5') from any utility line or sidewalk, and to the outside of utility easements with a clear ten feet (10') around fire hydrants. Shrubs, regardless of type, shall not be planted within thirty inches (30") of bed perimeters.

All plant material shall be maintained in a healthy and growing condition, and must be replaced with similar variety and size if damaged or removed. Container grown plant material is preferred, however ball and burlap material may be substituted as indicated in the plant material list.

All planting beds as designated shall be bordered by Owner approved four inch (4") steel edging w 3/8" min. thickness unless bed is bordered by concrete. Steel edging adjacent to decomposed granite beds shall have a 2" min. thickness. Terminate edging flush with paved surface with no sharp corners exposed.

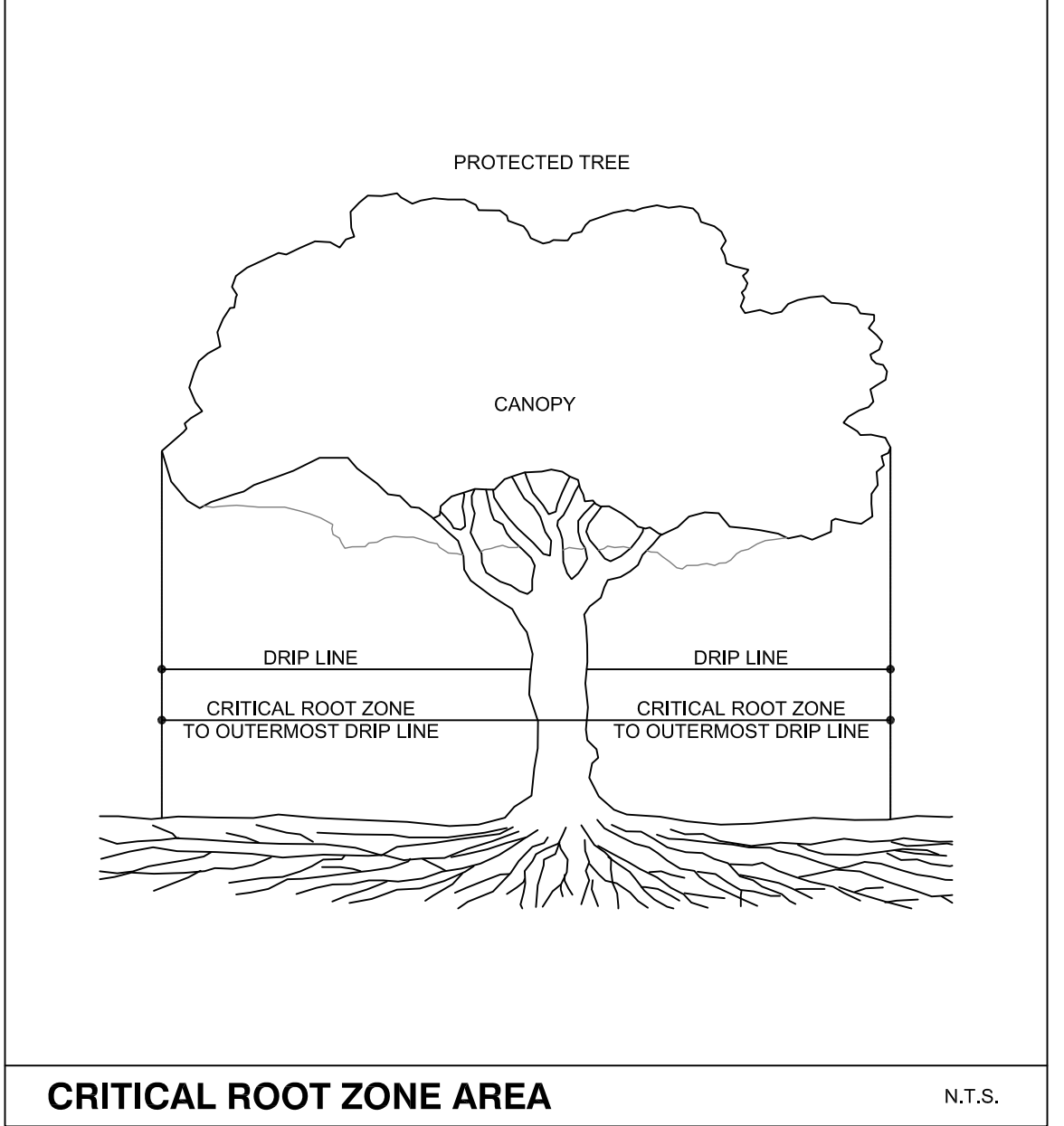
A four inch (4") dressing of Shredded hardwood mulch over a 4.1 oz. woven polypropylene, needle-punched fabric or equal weed barrier shall be used in all plant beds and around all trees. Single trees or shrubs shall be mulched to the outside edge of the saucer or landscape island (See planting details).

Fertilize all plants at the time of planting with 10-10-10 time release fertilizer.

All areas of decomposed granite shall be over a 4.1 oz. woven polypropylene, needle-punched fabric or equal weed barrier of locally available material. Installed to a compacted depth of three inches (3") to be flush with the top of curb, paved surface, and/or the top of steel edge.

All areas of river rock as designated shall be locally available and of an average diameter of one and one-half inches (1 1/2") minimum to three inches (3") maximum. Contractor shall install to a depth of three inches (3").

Boulders labeled on plan shall vary in size according to symbol size. Smaller boulders shall have a minimum exposed height of eighteen inches (18"), minimum width of thirty-six inches (36") and a minimum depth of twenty-four inches (24"). Larger boulders shall have a minimum exposed height of twenty-four inches (24"), minimum width of forty-eight (48") and a minimum depth of thirty-six (36"). Boulders shall be recessed into the grade and shall be oriented so that its longest side is parallel to the ground plane to achieve a natural look.



CRITICAL ROOT ZONE AREA N.T.S.

TREE PROTECTION PROCEDURES

GENERALLY: The following procedures shall apply to any tree for which protection is desired.

PROHIBITED ACTIVITIES IN CRITICAL ROOT ZONE: The following activities are prohibited within the limits of the critical root zone of any protected tree subject to the requirements of this ordinance.

- Material Storage:** No materials intended for use in construction, or waste materials accumulated due to excavation or demolition, shall be placed within the limits of the critical root zone of any protected tree.
- Equipment Cleaning/Liquid Disposal:** No equipment shall be cleaned, or other liquids deposited or allowed to flow overland, within the limits of the critical root zone of a protected tree. This includes, without limitation: paint, oil, solvents, asphalt, concrete, mortar or similar materials.
- Tree Attachments:** No signs, wires, or other attachments, other than those of a protective nature, shall be attached to any protected tree. Fencing attached to a tree via "U" nails or bent nails is allowed only if the fencing is parallel to, and contiguous with the tree.
- Vehicular Traffic:** No vehicular and/or construction, equipment, traffic, or parking shall take place within the limits of the critical root zone of any protected tree other than on existing street pavement. This restriction does not apply to single incident access within the critical root zone for purposes of clearing underbrush, establishing the building pad and associated lot grading, vehicular traffic necessary for routine utility maintenance, emergency restoration of utility service, or routine mowing operations.
- Grade Changes:** No grade changes shall be allowed within the limits of the critical root zone of any protected tree, unless adequate construction methods are approved by the Landscape Administrator.
- Impervious Paving:** No paving with asphalt, concrete, or other impervious materials that may reasonably be expected to kill a tree, shall be placed within the limits of the critical root zone of a protected tree except as otherwise allowed by the City.

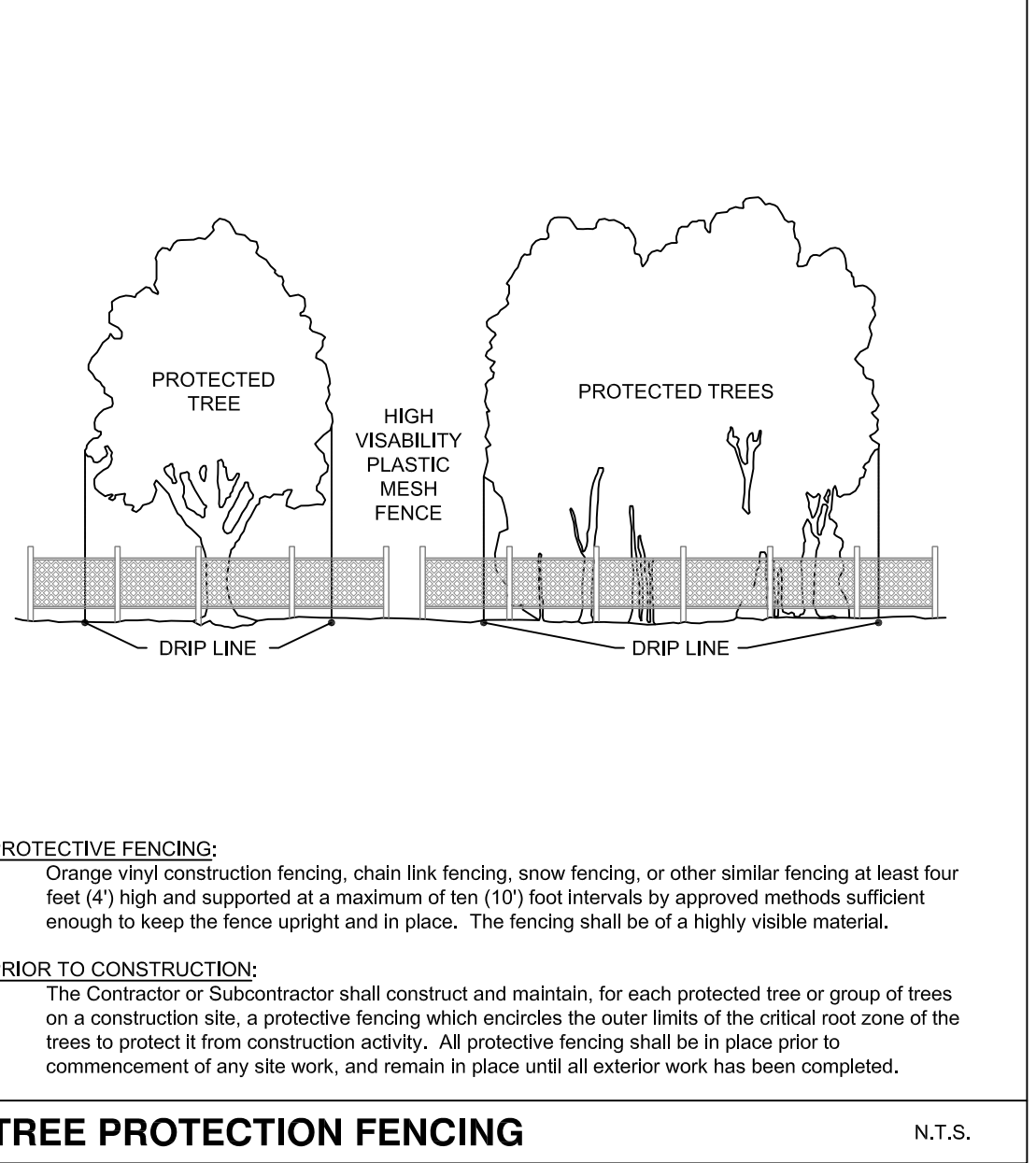
PROHIBITED ACTIVITIES IN DRIP-LINE: No heavy equipment, including but not limited to trucks, tractors, trailers, bulldozers, bobcat tractors, trenchers, compressors, and hoists shall be allowed inside the drip-line of any protected tree on any construction site without the specific approval of the Landscape Administrator.

PROCEDURES REQUIRED PRIOR TO CONSTRUCTION: The following procedures shall be followed on all types of construction projects, including without limitation: residential, commercial, and municipal/public domain projects.

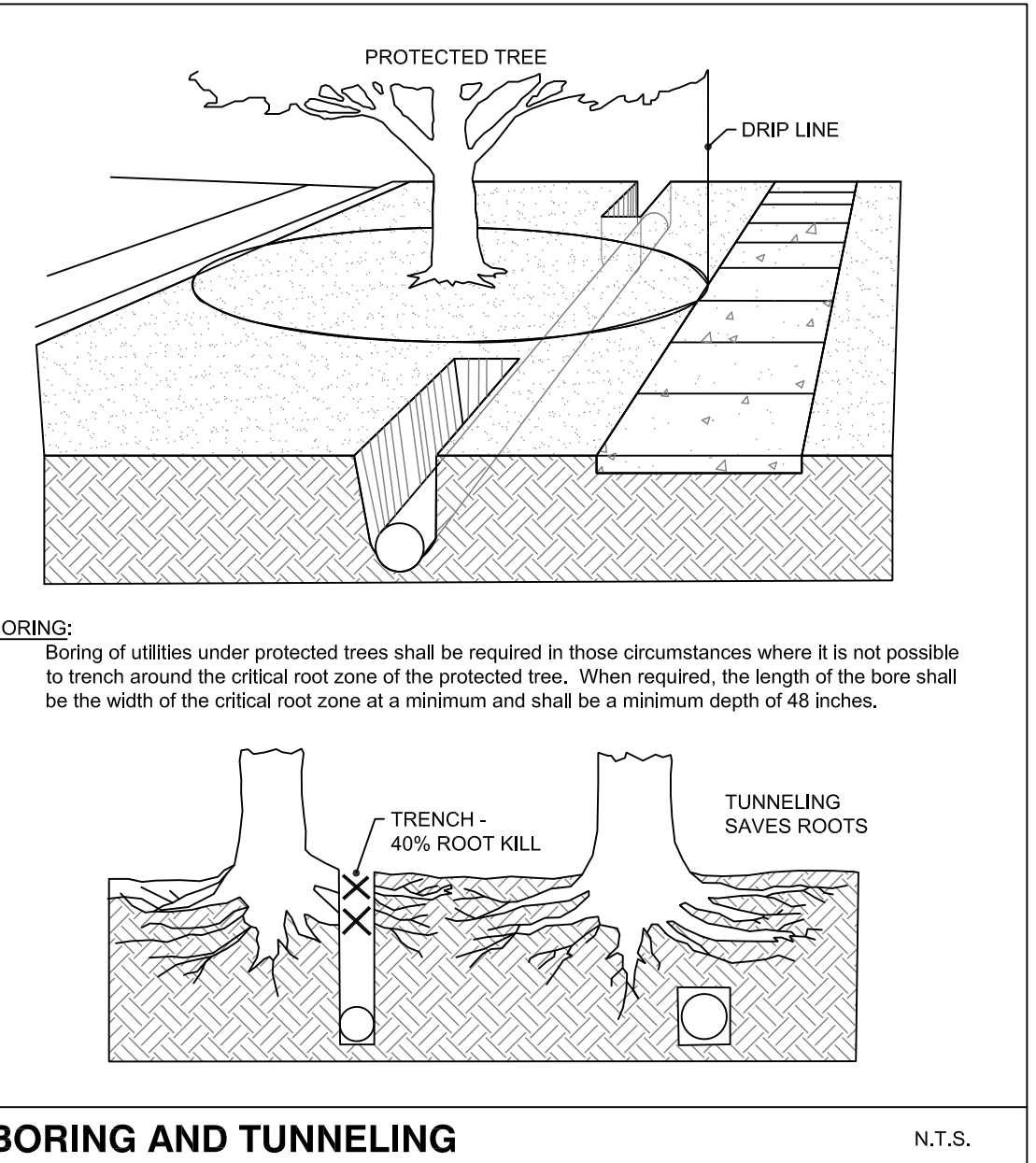
- Protective Fencing:** Prior to construction, the Contractor or Subcontractor shall construct and maintain, for each protected tree on a construction site, a protective fencing which encircles the outer limits of the critical root zone of the tree to protect it from construction activity. All protective fencing shall be in place prior to commencement of any site work, and remain in place until all exterior work has been completed.
- Bark Protection:** In situations where a protected tree remains in the immediate area of intended construction, and the Landscape Administrator determines the tree bark to be in danger of damage by construction equipment or other activity, the Contractor or Subcontractor shall protect the tree by encircling the entire circumference of the tree with 2"x4" lumber encircled with wire or other means that do not damage the tree. The intent is to protect the bark of the tree against incidental contact by large construction equipment.

CONSTRUCTION METHODS:

- Boring:** Boring of utilities under protected trees shall be required in those circumstances where it is not possible to trench around the critical root zone of the protected tree. When required, the minimum length of the bore shall be the width of the critical root zone, and shall be a minimum depth of 48 inches.
- Grade Change:** In situations in which the Landscape Administrator approves the grade change within the critical root zone of a protected tree, the procedures noted in the City's standard detail sheet shall be followed.
- Trenching:** All trenching shall be designed to avoid trenching across the critical root zone of any protected tree, unless otherwise approved by the Landscape Administrator. The placement of underground utility lines such as electric, phone, gas, etc., is encouraged to be located outside of the critical root zone of protected trees. Trenching for an Irrigation system shall be placed outside of the critical root zone except the minimum required, single head supply line. This line is allowed to extend into the critical root zone perpendicular to the tree trunk and in a manner that has the least possible encroachment into the critical root zone.
- Root Pruning:** All roots two inches or larger in diameter, which are exposed as a result of trenching or other excavation, shall be cut off square with a sharp, medium-tooth saw and covered with pruning compound within two hours of initial exposure.



TREE PROTECTION FENCING N.T.S.



BORING AND TUNNELING N.T.S.

TREE PROTECTION NOTES

INTRODUCTION

The purpose of these tree preservation notes and details is to provide technical guidance to Property Owners, Developers, Builders, Engineers, Contractors and other Construction Industries in the area for compliance with the regulations of construction related regulations involving the preservation and production of trees and related vegetation on construction sites.

GENERAL POLICY

It shall be the goal of these notes and details to:

- Promote site planning which furthers the preservation of mature trees and natural areas.
- Protect trees during construction.
- To facilitate site design and construction which contribute to the long term viability of existing trees.
- Protect healthy quality trees and vegetation, and promote the natural ecological, environmental, and aesthetic qualities of the area.
- Provide for the re-establishment of trees and related vegetation to further enhance a positive image for area quality and aesthetics.
- Limit the area disturbed by construction.
- Reduce and control the amount of storm water runoff, sediment, and other pollutants released as a result of construction activities in the region.
- To protect the public health, safety, and welfare through proper tree preservation.

STATEMENT

The following techniques are only examples that can be applied to occurring situations resulting from construction. In most cases, the application of (a) specification(s) will need to be modified to suite the situation and location.

CONTENTS

Tree Protection and Procedures

- Critical Root Zone Area
- Tree Protection Fencing
- Bark Protection
- Tunneling and Boring
- Pruning

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SEAL:



SIGNATURE:

Charles J. Walker

DATE SIGNED:
10.03.2017

REFORESTATION PLAN
CANDY CANE PARK
1204 CANDY CANE LANE
CONROE, TX 77301

1 INCH
 IF THIS LINE DOES NOT MEASURE ONE INCH THIS DRAWING IS NOT TO SCALE AND SHOULD NOT BE SCALED FOR DIMENSIONAL INFORMATION.

PROJECT NUMBER:
0985.007

ISSUE DATES:
2017-10-03_BID SET

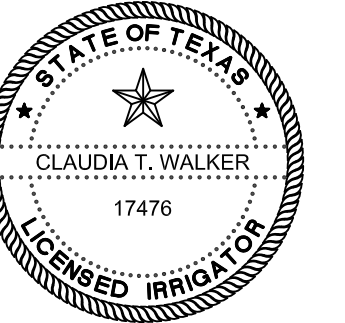
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CHECKED BY:
LC

SHEET NO.:

LP5.01

SEAL:



SIGNATURE:

Claudia T. Walker

DATE SIGNED:

10.03.2017

REFORESTATION PLAN
CANDY CANE PARK
1204 CANDY CANE LANE
CONROE, TX 77301

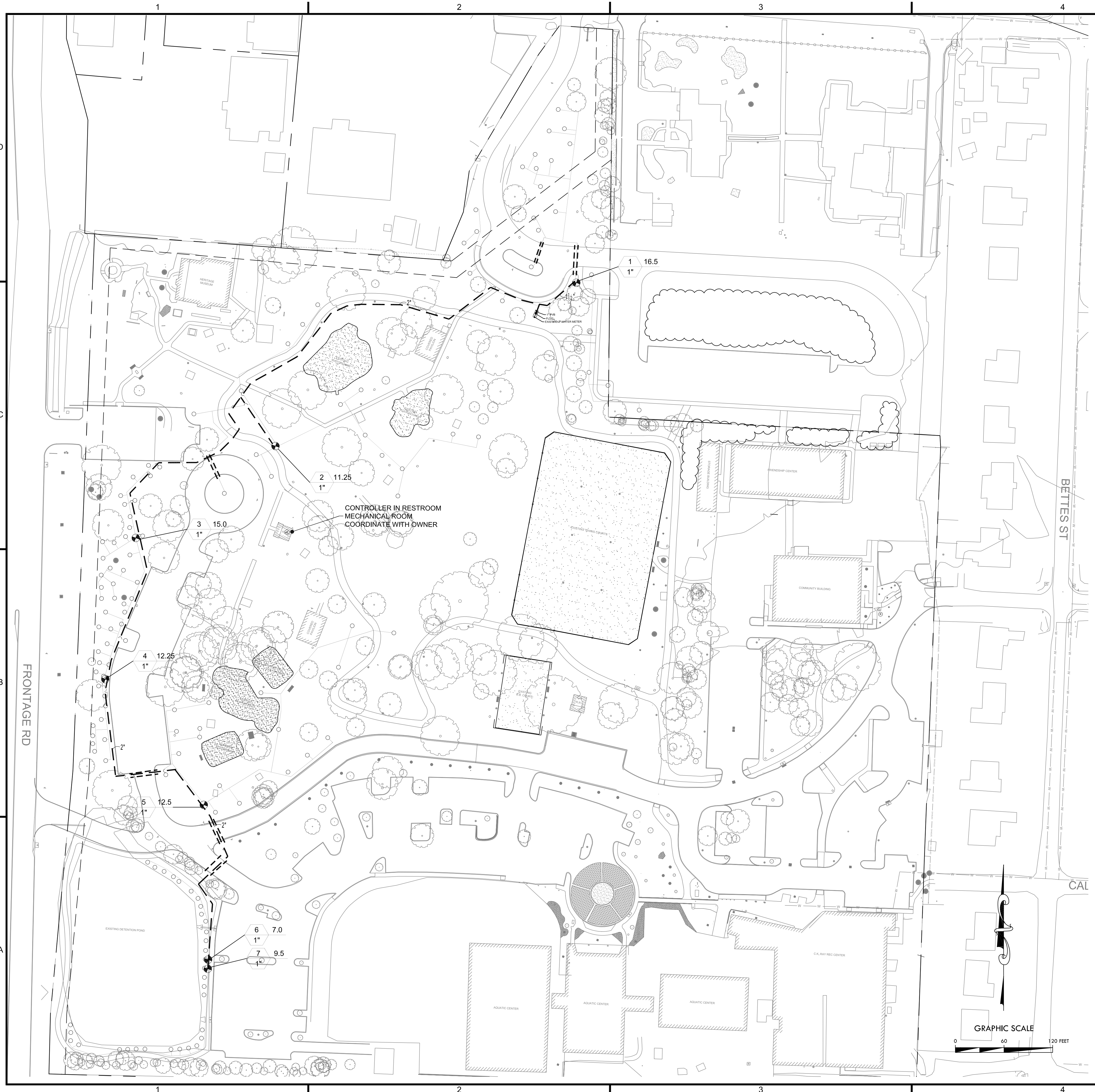
IRRIGATION PLAN

IRRIGATION ZONE INFORMATION				
VALVE	SIZE	GPM	TYPE	RUN TIME
1	1" PEB	16.50	TREE	___ min
2	1" PEB	11.25	TREE	___ min
3	1" PEB	15.00	TREE	___ min
4	1" PEB	12.25	TREE	___ min
5	1" PEB	12.5	TREE	___ min
6	1" PEB	16.5	TREE	___ min

Quantities Shown are Provided for Reference Only

IRRIGATION SYMBOLS LEGEND	
	Existing 2" Water Meter
	Febco 765 - 1" Pressure Vacuum Breaker
	Rain Bird ESP-LXME Controller
	Rain Bird PEB/PESB Control Valve (See Plan for size)
	Rain Bird RWS-B-C-1401 Bubbler (3 PER TREE)
	Lateral Pipe Size Indication
	Class 200 PVC Irrigation Lateral
	1 1/4" PVC Irrigation Mainline
	Schedule 40 PVC Sleeve (See Plan for size)
	Valve sequence, size, and gallons per minute

PIPE SIZE FLOW CHART	
PIPE SIZE	FLOW RANGE
3/4"	1 - 8 GPM
1"	8 - 12 GPM
1 1/4"	12 - 22 GPM
1 1/2"	22 - 28 GPM
2"	28 - 45 GPM
2 1/2"	45 - 70 GPM
3"	70 - 100 GPM



1 INCH
IF THIS LINE DOES NOT MEASURE ONE
INCH THIS DRAWING IS NOT TO SCALE
AND SHOULD NOT BE SCALED FOR
DIMENSIONAL INFORMATION.

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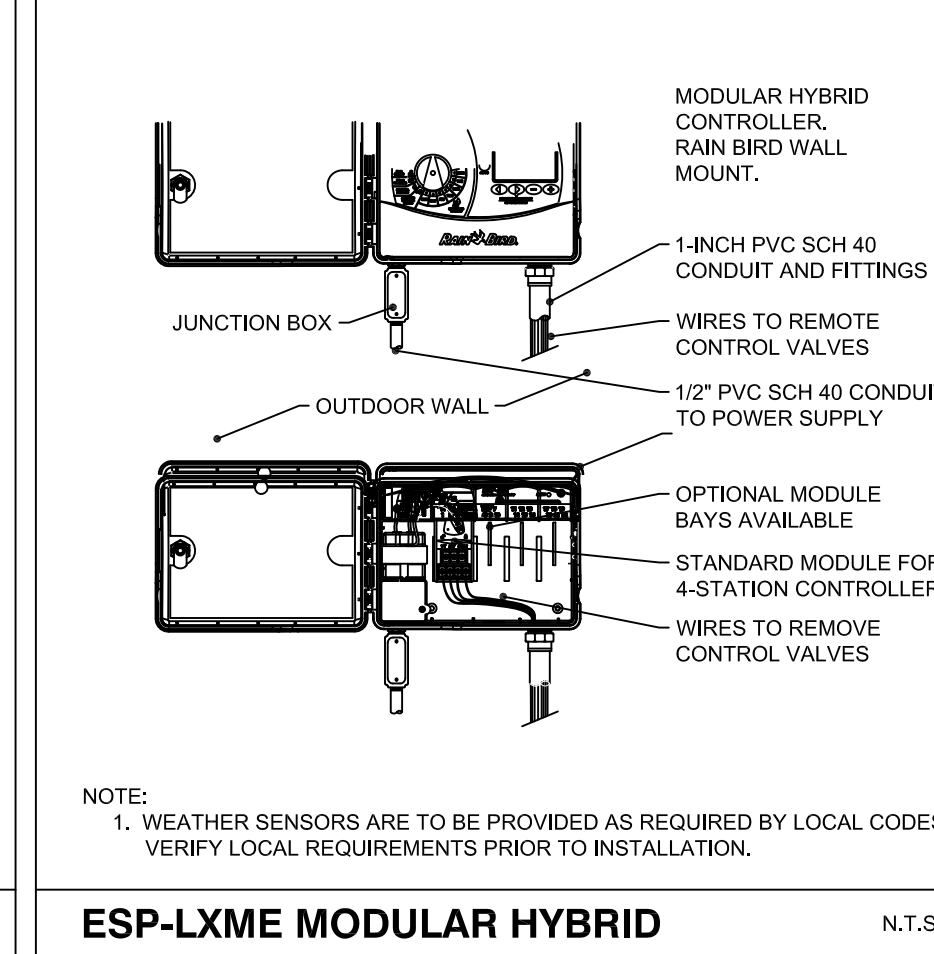
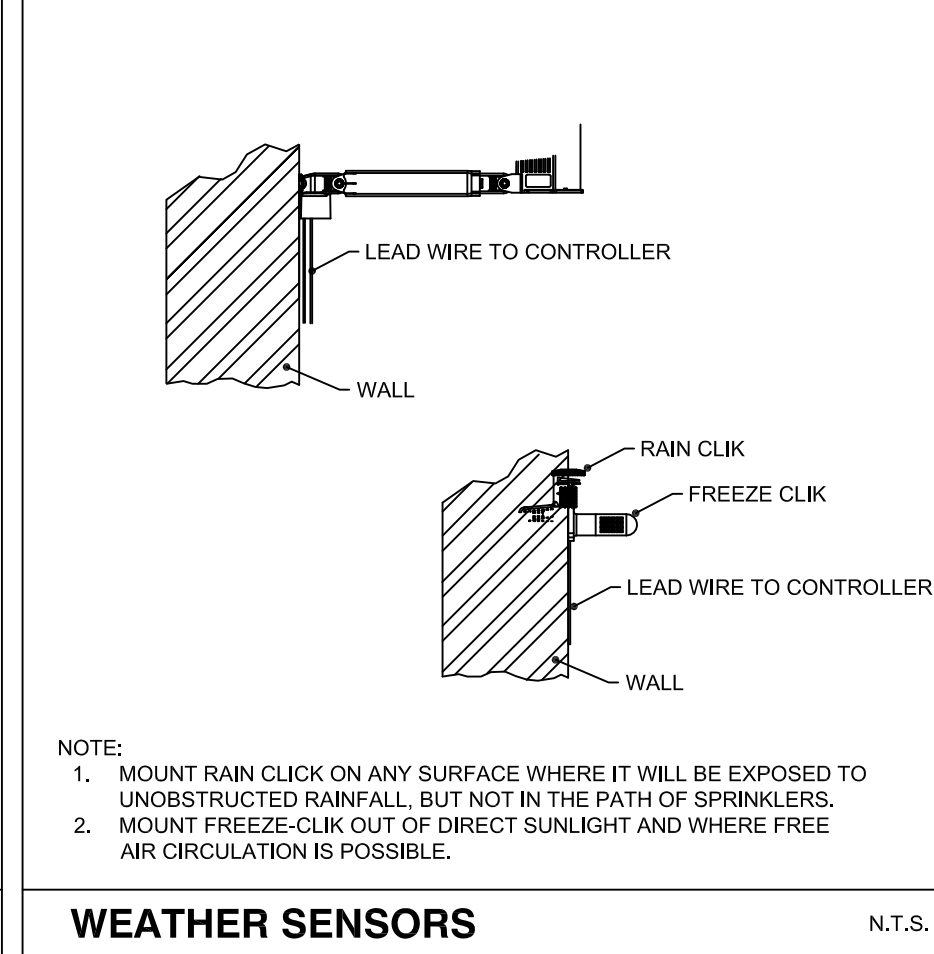
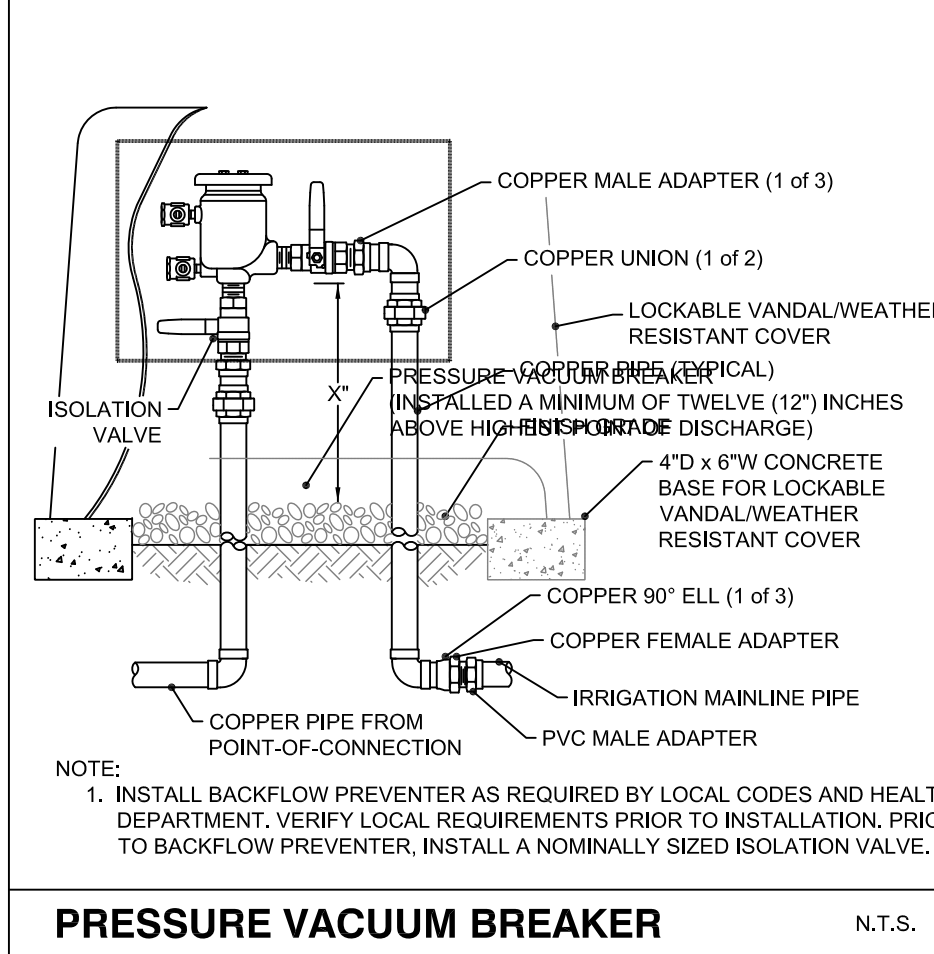
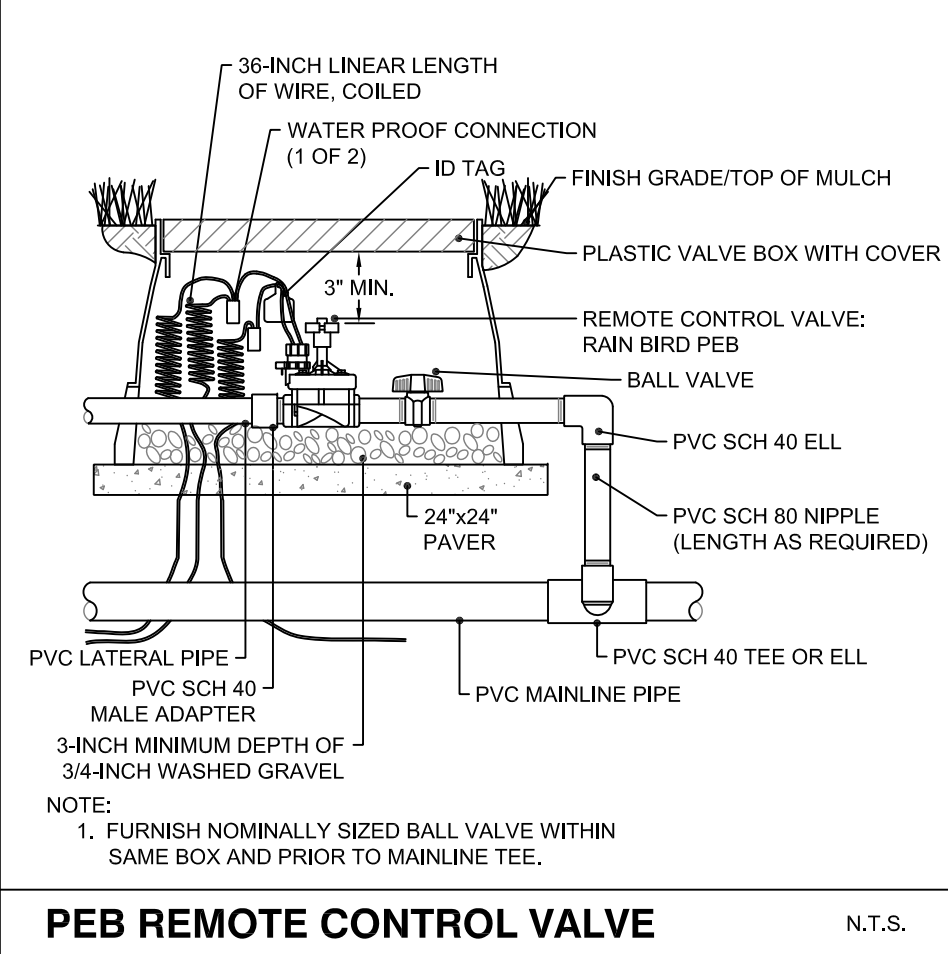
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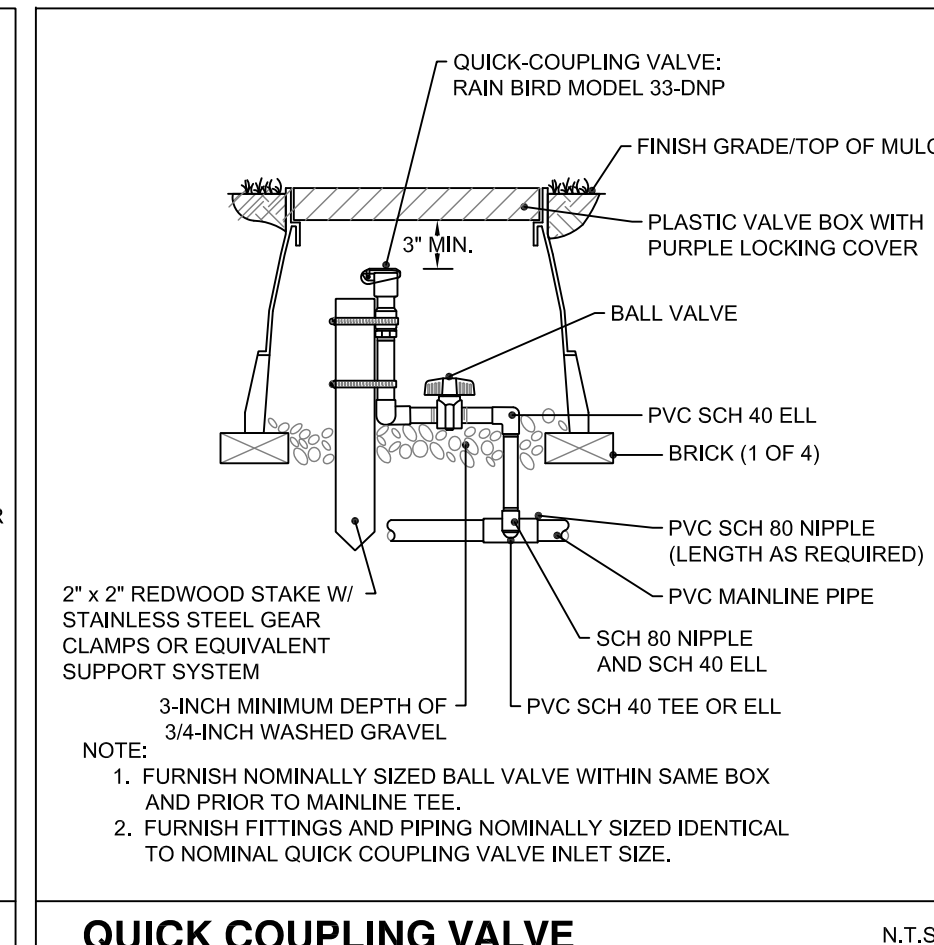
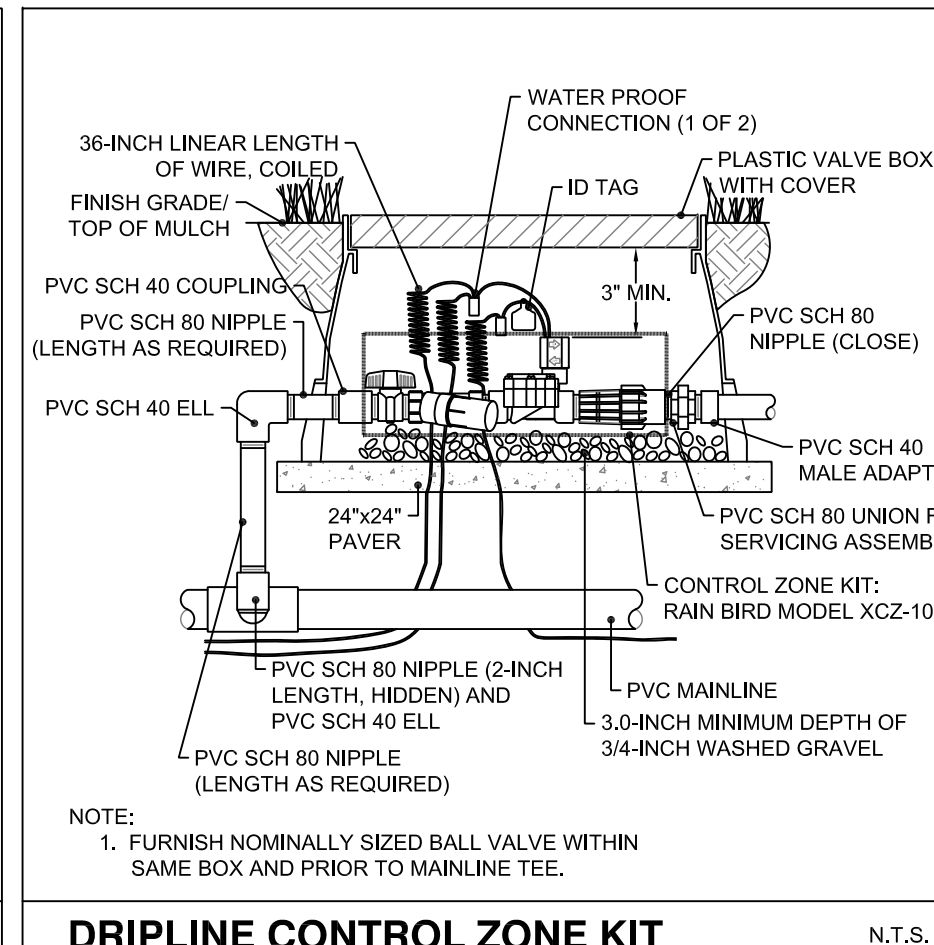
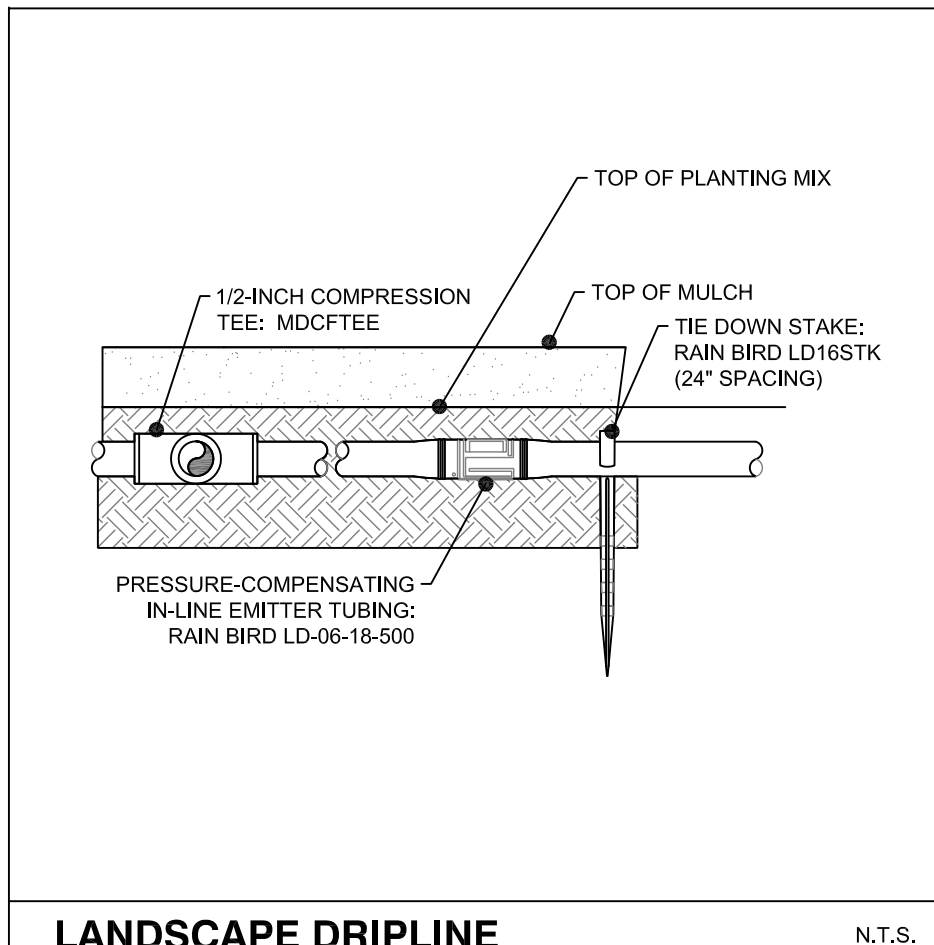
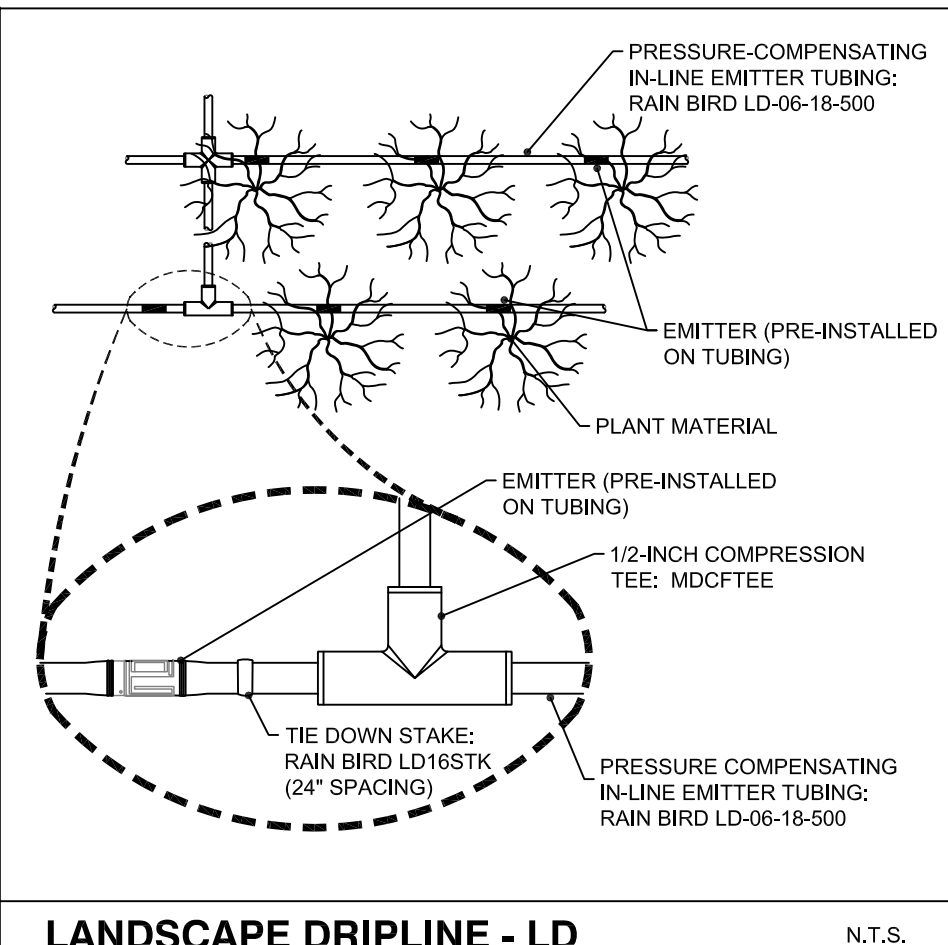
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Valve Number	1	Static Pressure at Meter				48.00	Valve Number	2	Static Pressure at Meter				48.00
	spray	MFG Pressure				30.00		spray	MFG Pressure				30.00
		per 100 ft						per 100 ft					
Item	Size	GPM	Length	Loss	Actual		Item	Size	GPM	Length	Loss	Actual	
total lat pipe	1.5	16.5	115	0.48	0.55		total lat pipe	11.25	140	0.48	0.67		
main line	2	11.25	265	0.1	0.27		main line	2	11.25	265	0.1	0.27	
remote valve	1	16.5			2.90		remote valve	1	11.25			1.80	
PVB	1	16.5			4.00		PVB	1	11.25			4.00	
irrigation meter	2	16.5			0.80		irrigation meter	2	11.25			0.80	
Elevation	Up	Down	Constant	Gain / Loss	0.00		Elevation	Up	Down	Constant	Gain / Loss	0.00	
			0.433	0.433						0.433	0.433		
Total Pressure Loss					8.44		Total Pressure Loss					7.54	
Actual Head Pressure					48.00		Actual Head Pressure					48.00	
Total Pressure Losses					8.44		Total Pressure Losses					7.54	
Available Operating Pressure					39.56		Available Operating Pressure					40.46	
Design Pressure					30.00		Design Pressure					30.00	
MFG Pressure					30.00		MFG Pressure					30.00	
Total Friction Losses					8.44		Total Friction Losses					7.54	
Total Design Pressure					38.44		Total Design Pressure					37.54	
Residual Pressure					1.11		Residual Pressure					2.93	



Valve Number	3	Static Pressure at Meter				48.00	Valve Number	4	Static Pressure at Meter				48.00
	bubbler	MFG Pressure				30.00		bubbler	MFG Pressure				30.00
		per 100 ft						per 100 ft					
Item	Size	GPM	Length	Loss	Actual		Item	Size	GPM	Length	Loss	Actual	
total lat pipe	2	15	80	0.48	0.29		total lat pipe	12.25	60	0.48	0.29		
main line	2	15	310	0.17	0.53		main line	2	12.25	410	0.17	0.70	
remote valve	1	15.5			2.90		remote valve	1	12.25			2.90	
PVB	1	15			4.00		PVB	1	12.25			4.00	
irrigation meter	2	15			0.80		irrigation meter	2	12.25			0.80	
Elevation	Up	Down	Constant	Gain / Loss	0.00		Elevation	Up	Down	Constant	Gain / Loss	0.00	
			0.433	0.433						0.433	0.433		
Total Pressure Loss					8.52		Total Pressure Loss					8.69	
Actual Head Pressure					48.00		Actual Head Pressure					48.00	
Total Pressure Losses					8.52		Total Pressure Losses					8.69	
Available Operating Pressure					39.49		Available Operating Pressure					39.32	
Design Pressure					30.00		Design Pressure					30.00	
MFG Pressure					30.00		MFG Pressure					30.00	
Total Friction Losses					8.52		Total Friction Losses					8.69	
Total Design Pressure					38.52		Total Design Pressure					38.69	
Residual Pressure					0.97		Residual Pressure					0.63	

IRRIGATION PROJECT NOTES

The location of mainline and valves on this plan may be shown in paved areas for clarity only. Irrigation elements have been shown as accurately as possible without the forfeit of design clarity and intent. Contractor is to install all pipe and valves within pervious areas. All pipe and wire that cross under paving shall be installed within separate sleeves as specified.

The Irrigation Contractor shall test existing static water pressure onsite prior to construction. Static water pressure for the site was not given at the time of this design. The irrigation system for this site is designed to operate with a pressure of forty eight (48 psi) pounds per square inch. Should design pressure for the irrigation system be higher than the existing pressure of the site, the Irrigation Contractor shall notify the Irrigation Designer.

The Irrigation Contractor shall coordinate the location of the controller and sensors with the General Contractor. 110 volt electrical service to power the irrigation controller shall be provided by the General Contractor at the location shown on this plan.

The water service tap, meter, and lead for the irrigation system shall be provided and installed by the General Contractor. Service line and meter shall be sized as noted on this plan.

The type and installation of the water meter and backflow prevention device shall be determined by the governing authority. An isolation valve shall be provided between the water meter and backflow prevention device.

All calculations for this irrigation system are based on product and equipment information provided by Rain Bird. Installation of the products specified shall not exceed manufacturer recommendations.

The irrigation system automatic controller shall be Rain Bird ESP-LXME w/ rain and freeze sensors.

Irrigation remote control valves shall be 1" Rain Bird PEB as indicated. Prior to all remote control valves, install a nominally sized ball valve within the same box.

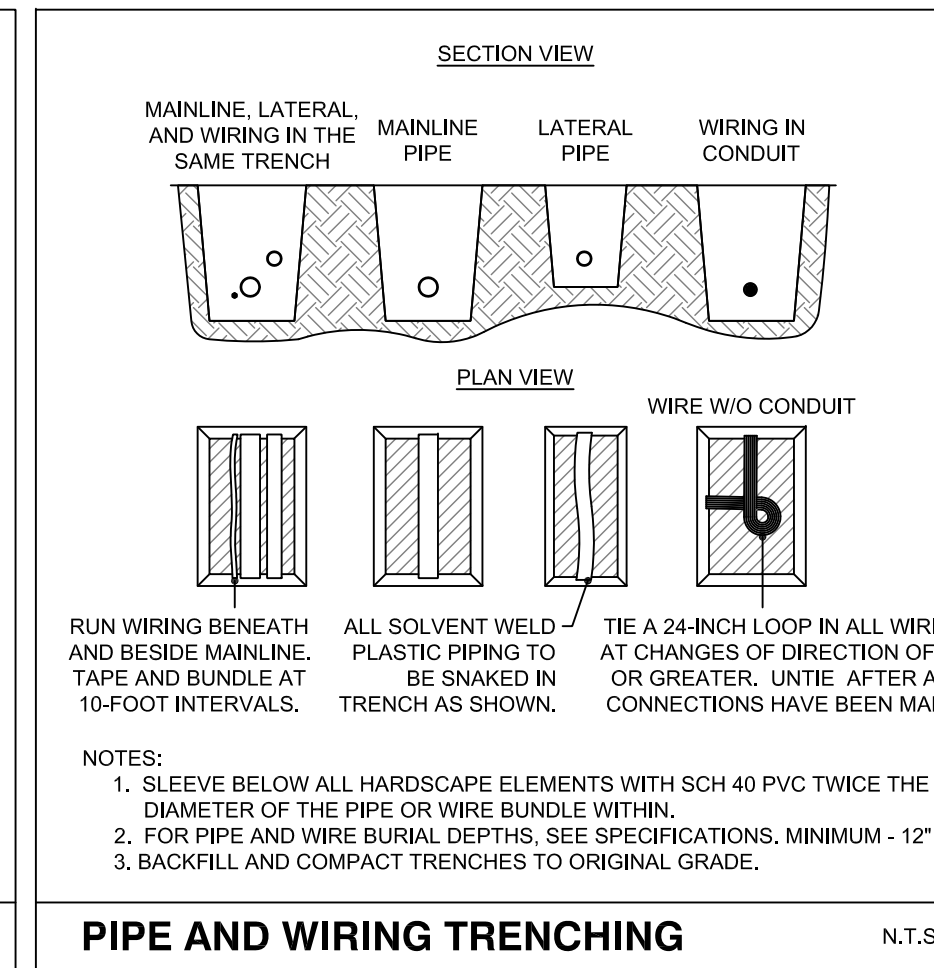
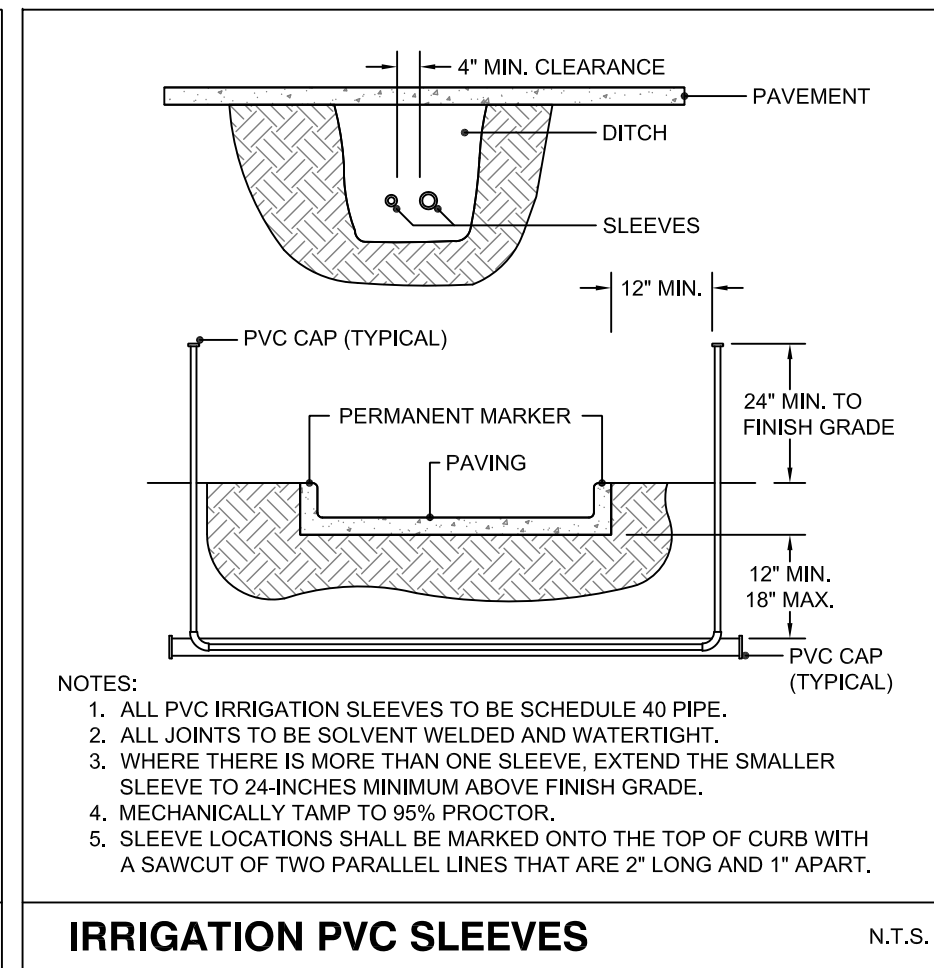
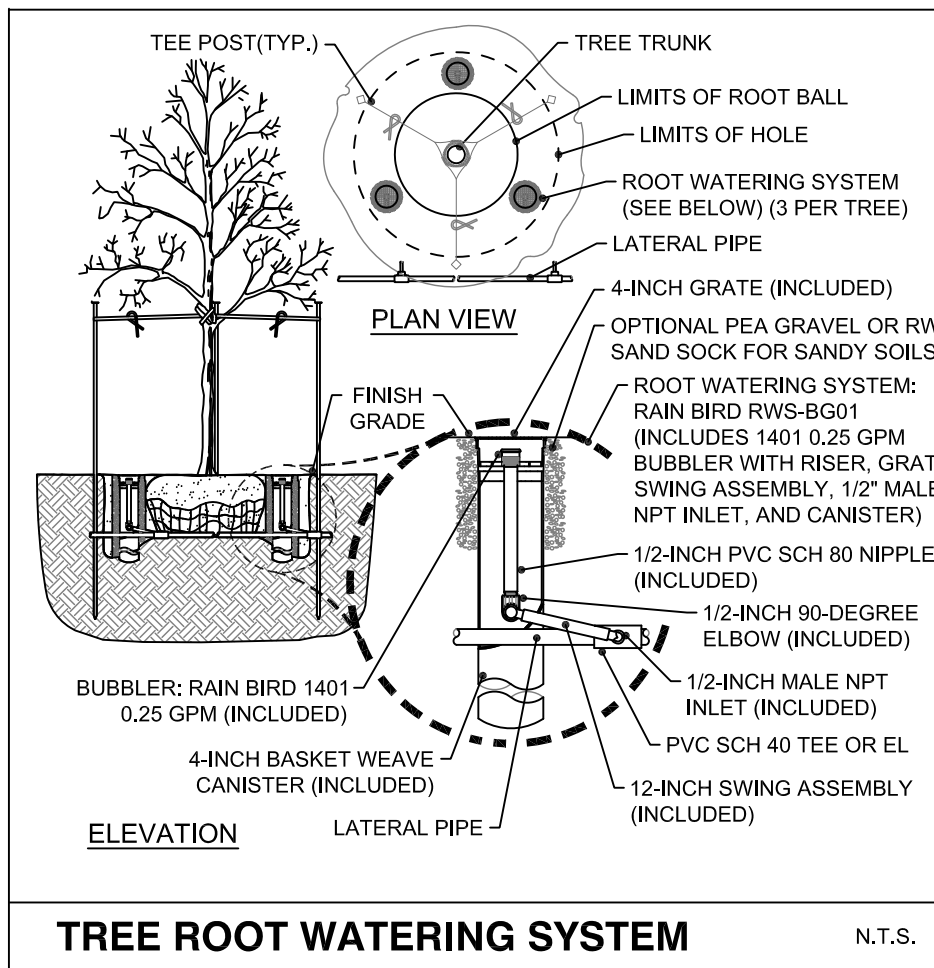
Drip irrigation remote control valves shall be Rain Bird XZC-100 (1") as indicated. Drip tubing shall be Rain Bird XFS-06-18. Dripline layout will vary based on plant water requirements, soil percolation and sun exposure. Netafim products are approved equals.

Tree bubblers shall be Rain Bird RWS-BG-1401 (Labeled as .25) as indicated on this plan. THREE BUBBLERS PER PROPOSED TREE - REFERENCE DETAILS.

Irrigation Quick Coupling Valves shall be Rain Bird XZC-DNP. Prior to all Quick Coupling Valves, install a nominally sized ball valve within the same box. QC Valves shall remain off when not in use.

All control valves, gate valves, quick coupling valves, and control wire splice locations shall be installed in approved boxes with covers.

All 24-volt lead Valve Control wire shall be sized per manufacturer guidelines by the contractor according to actual field distance. All valve control wire under pavement shall be in a separate conduit. All connections shall be water-proof, kept to a minimum, and located in an approved box.



Valve Number	5	Static Pressure at Meter				48.00	Valve Number	6	Static Pressure at Meter				48.00
	bubbler	MFG Pressure				30.00		bubbler	MFG Pressure				30.00
		per 100 ft						per 100 ft					
Item	Size	GPM	Length	Loss	Actual		Item	Size	GPM	Length	Loss	Actual	
total lat pipe	2	12.5	190	0.48	0.91		total lat pipe	7	155	0.48	0.74		
main line	2	12.5	600	0.14	0.84		main line	2	7	775	0.1	0.78	
remote valve	1	12.5			1.80		remote valve	1	7			1.80	
PVB	1	12.5			4.00		PVB	1	7			4.00	
irrigation meter	2	12.5			0.80		irrigation meter	2	7			0.80	
Elevation	Up	Down	Constant	Gain / Loss	0.00		Elevation	Up	Down	Constant	Gain / Loss	0.00	
			0.433	0.433						0.433	0.433		
Total Pressure Loss					8.35		Total Pressure Loss					8.12	
Actual Head Pressure					48.00		Actual Head Pressure					48.00	
Total Pressure Losses					8.35		Total Pressure Losses					8.12	
Available Operating Pressure					39.65		Available Operating Pressure					39.88	
Design Pressure					30.00		Design Pressure					30.00	
MFG Pressure					30.00		MFG Pressure					30.00	
Total Friction Losses					8.35		Total Friction Losses					8.12	
Total Design Pressure					38.35		Total Design Pressure					38.12	
Residual Pressure					1.30		Residual Pressure					1.76	

IRRIGATION GENERAL NOTES

Refer to Project Specifications and plan details for all Irrigation work.

Notify Irrigation Designer of any layout discrepancies prior to proceeding with Irrigation and landscape.

The Contractor shall not willfully install the irrigation system as shown on the drawings, when it is obvious that field obstructions, unknown to the Designer, may not have been considered in the design. The Contractor shall be responsible to notify the Irrigation Designer of the site conditions, or assume full responsibility for any and all revisions necessary.

Locate all utilities and site lighting conduits before irrigation installation begins.

Irrigation Contractor shall procure all permits, licenses, and give all necessary notices throughout the duration of the project.

The Contractor shall be a Registered Licensed Irrigator of good standing in the State of Texas.

The Contractor shall be responsible for all plant material upon acceptance and through the warranty period for damage due to irrigation system failure.

All aspects of the irrigation installation shall conform with governing authorities, codes, and ordinances.

IRRIGATION SLEEVE NOTES

Piping and control wires shall be installed in separate sleeves under paving. Refer to the irrigation plan for sleeve size and location.

Sleeve elevation shall be twelve (12) inches below top of pavement.

Sleeves shall extend one (1) foot beyond the edge of pavement and be staked for location.

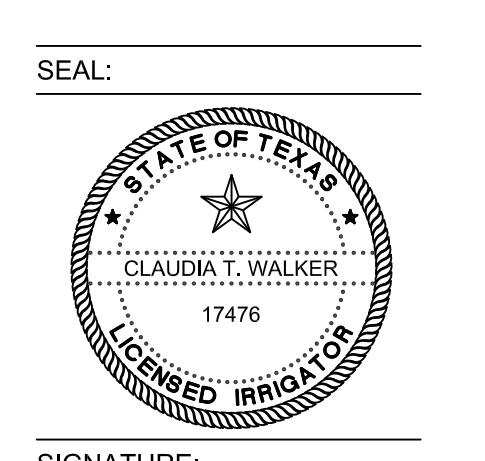
All sleeves shall be Schedule 40 PVC pipe, capped on both ends, and sized at least two times larger than the diameter of the pipe inside the sleeve. Sleeve locations shall be marked onto the top of curb with a saw-cut of two parallel lines that are two (2) inches long and one (1) inch apart.

The Contractor responsible for the installation of sleeves shall also be responsible to locate any sleeve which cannot be found during the installation of the irrigation system.

Project	Candy Cane Park Reforestation					
Valve Number	7	Static Pressure at Meter				48.00
	bubbler	MFG Pressure				30.00
		per 100 ft				
Item	Size	GPM	Length	Loss	Actual	
total lat pipe	2	11.5	297	0.48	1.43	
main line	2	11.5	775	0.1	0.78	
remote valve	1	11.5			1.80	
PVB	1	11.5			4.00	
irrigation meter	2	11.5			0.80	
Elevation	Up	Down	Constant	Gain / Loss	0.00	
			0.433	0.433		
Total Pressure Loss					8.80	
Actual Head Pressure					48.00	
Total Pressure Losses					8.80	
Available Operating Pressure					39.20	
Design Pressure					30.00	
MFG Pressure					30.00	
Total Friction Losses					8.80	
Total Design Pressure					38.80	
Residual Pressure					0.40	

BURDITT LAND | PLACE STUDIO
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SEAL:
SIGNATURE:
DATE SIGNED:
10.03.2017

REFORESTATION PLAN
CANDY CANE PARK
1204 CANDY CANE LANE
CONROE, TX 77301

IRRIGATION DETAILS

1 INCH
IF THIS LINE DOES NOT MEASURE ONE INCH THIS DRAWING IS NOT TO SCALE AND SHOULD NOT BE SCALED FOR DIMENSIONAL INFORMATION.

PROJECT NUMBER:
0985.007

ISSUE DATES:
2017-10-03_BID SET

DRAWN BY:
CTW
CHECKED BY:
LC
SHEET NO.:

LI5.01
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CITY OF CONROE

Est. 1904

Bid Item – Check list

Items to be included with your bid submittal.
See document 00050 for more description

- ___ Sealed bids in **Triplicate**
- ___ Bid Bond - 10%
- ___ Financial Statement (sealed separately)
- ___ HUB Certificate (if applicable) or a letter stating you are not a HUB
- ___ Ethics Form 1295 - Submitted Electronically
- ___ Company Background Information
- ___ Experience of Key Personnel on Similar Jobs
- ___ References
- ___ List of Ongoing and Completed Projects
- ___ Safety Score from your insurance company
- ___ Signed copies of any addendums issued.
- ___ Completed House Bill 89 Verification Form.
- ___ Completed SB 252 Verification Form.
- ___ Completed Conflict of Interest Questionnaire
- ___ Certificate of Insurance