

# **CITY OF LOCKHART, TEXAS**



## **HWY. 183 UTILITY RELOCATION PROJECT OVERHEAD DISTRIBUTION LINE CONSTRUCTION**

### **CONTRACT DOCUMENT**

Prepared by



**TRC ENGINEERS**

**975 WEST BITTERS RD.  
SAN ANTONIO, TEXAS 78216**

**June 3, 2014**

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## **ADVERTISEMENT FOR BIDS**

Sealed proposals addressed to the Mayor and City Council of the City of Lockhart will be received at the Lockhart City Hall, 308 West San Antonio, Lockhart, Texas 78644, until **11:00 A.M., Wednesday, May 28, 2014** for the US HWY 183 Electric Overhead Utility Relocation Project, at which time and place will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

**The project consists of installation of approximately 60 tubular steel poles with vertical narrow profile framing, approximately 18,000 ft. of conductor, secondary/services, risers/meters, transformers, streetlights, and all necessary appurtenances in order to relocate the overhead electric utility facilities along US HWY 183 from Pecan Street to FM 20, in order to accommodate a road and drainage project in the same area.**

**This is a RE-BID of the US HWY 183 Electric Overhead Utility Relocation Project with modifications.**

Bidders shall submit with their bids a Cashier's Check in the amount of five percent (5%) of the maximum total bid, payable to the City of Lockhart, Texas without recourse, or a Proposal Bond in the same amount from an approved Surety Company as a guarantee that Bidder will enter into a contract and execute performance and payment bonds on the forms provided, within ten (10) days after the award of Contract. Bids without check or Proposal Bond will not be considered.

The successful Bidder must furnish Performance and Payments Bonds each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas to act as Surety and acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner.

Proposal forms, plans, and specifications may be obtained from TRC Engineers, Inc., 975 W. Bitters Road, San Antonio, Texas 78216, 210-496-3200, upon receipt of payment of **Seventy-five (\$75.00) Dollars**. Please make checks or money-orders, payable to TRC Engineers, Inc. **PAYMENT IS NON-REFUNDABLE.**

The City Council of the City of Lockhart reserves the right to reject any or all bids and to waive formalities. No bid may be withdrawn within sixty (60) days after the date on which bids are received.

**CITY OF LOCKHART, TEXAS**

**Lew White, MAYOR**

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**SECTION B**  
**INSTRUCTIONS FOR BIDDERS**

B.1. **SCOPE OF PROJECT**

The City of Lockhart (herein called Owner) invites proposals for the electric overhead utility relocation along highway 183, in conjunction with TXDOT highway and drainage reconstruction in the same area. The utility relocation project boundary is along both sides of Hwy 183, from Pecan Street on the North to FM 20 on the South.

Bidders will familiarize themselves with the location of the project, the detail scope of work and the material requirements.

B.2. **PROPOSALS AND METHOD OF BIDDING**

The proposal consists of various items of work. Bidders will provide prices for each item in each proposal. The unit prices will be entered in the appropriate spaces on the forms provided. Should the Bidder have costs for any incidental work where a bid item does not occur, the costs of such work will be reflected in the unit costs of the bid items in the proposal. No separate payment will be made for any work other than those items occurring in the proposal.

B.3. **OBLIGATION OF BIDDER**

At the time of the opening of bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of his bid.

B.4. **RECEIPT AND OPENING OF BIDS**

Bids will be received by the Owner at the Lockhart City Hall until **11:00 A.M., May 28, 2014**, and then at said place be publicly opened and read aloud. The envelopes containing bids must be sealed, addressed to the Mayor and City Council of the City of Lockhart, and designated as “**Bid for US HWY 183 Overhead Electric Utility Relocation Project**”.

B.5 **QUALIFICATIONS OF BIDDER**

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry

out the obligations of the Contract and to complete the work therein.

**B.6. SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance on the contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The Surety on such bond or bonds shall be a duly authorized Surety company satisfactory to the Owner.

**B.7. POWER OF ATTORNEY**

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**B.8. LAWS AND REGULATIONS**

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

**B.9. SUBCONTRACTS**

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a Contract under this Contract must be acceptable to the Owner and Engineer. The city, upon request, will provide assistance finding local surveyors and Electricians for work required on this project.

**B.10. METHOD OF AWARD**

An award will be made to only one Contractor on the basis of the total amount of the Proposal.

The owner reserves the right to waive formalities, to reject any or all bids, and to accept the bid most advantageous to the public interest.

The Owner reserves the right to increase or decrease the total of the proposal by 25% by increasing or decreasing proposal quantities at the unit prices bid

**B.11. ENGINEER**

The word "Engineer" as used herein refers to TRC Engineers, Inc., 975 West Bitters Road, San Antonio, Texas 78216, (210) 496-3200.

**B.12. TRAFFIC CONTROL**

The contractor will be responsible for furnishing and using all barricades, warning lights, signs, etc. necessary to protect his work and maintain traffic flow satisfactory to the Owner. Warning devices shall be as required in the Texas Manual on Uniform Traffic Control Devices. Construction shall be scheduled to cause the least amount of disruption of traffic. All work scheduling shall be coordinated with City staff and

TxDOT and be approved before work can proceed.

B.13. OWNERSHIP OF PROJECT

Until final acceptance of the total project by the Owner and Engineer, the Contractor shall take full responsibility for the welfare of the partially completed work. Damage to the Contractor's work from any cause shall be repaired at the Contractor's expense.

B.14. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

The Contractor shall repair or replace all existing utilities, fences, concrete walls, sidewalks, concrete curbs, signs, culverts, and other miscellaneous improvements damaged by the Contractor due to his operations on this project to a condition equal to or better than their condition before construction, at no additional expense to the Owner. No direct payment will be made for this item.

B.15. GUARANTEE

The Contractor shall guarantee the work which he does against defective workmanship and materials for a period of one (1) year from the date of final acceptance of the work by the Owner.

Where defective workmanship and/or materials are discovered, requiring repairs to be made under this guarantee, all such repair work shall be done by the Contractor at his own expense within five (5) days after written notice of such defect has been given to him by the Owner. Should the Contractor fail to repair such defective workmanship and/or materials within five (5) days after being notified, the Owner may make the necessary repairs and charge the Contractor with the actual costs of all labor and materials required.

The Contractor shall arrange to have his faithful performance bond run for a period of one (1) year after the date of acceptance of the construction work to cover his guarantee as set forth above.

B.16. CLEAN-UP

After construction work is completed and before final acceptance of improvements by Owner, Contractor shall remove all debris from site of project to an approved place of disposal. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the site of work in a neat and presentable condition throughout; and restore in an acceptable manner all property damaged in the progress of this work. All electric utility material removed for intended reuse shall be reused by the contractor on this project or returned to the Owners facility in condition suitable for reuse

No direct payment will be made for clean-up.

B.17. PRECONSTRUCTION CONFERENCE

After award and execution of a contract between the Owner and Contractor, a formal preconstruction conference will be held in City Hall prior to commencement of the work. This conference will include review of technical specifications in order to insure clarity as to the type of construction machinery to be used, construction methods to be used, and materials to be used, obligations of both the Contractor and City forces

and the method of inspections and decision-making to be used during project.

**B.18. AFFIDAVIT OF BILLS PAID**

Upon completion of the project and final acceptance by the Owner and Engineer, the Contractor shall be required to furnish the Owner with an affidavit, certifying that all suppliers and subcontractors have been paid, before final payment will be made by the Owner.

**B.19. CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR PERFORMANCE OF WORK**

It is expressly understood and agreed to by the Contractor that, regardless of the extent of inspection and supervision provided by the Owner and the Engineer, it is the Contractor's responsibility to perform and complete work in accordance with the drawings and specifications, and the Owner and Engineer have no liability or responsibility whatever to the Contractor for any work performed by the Contractor which is not in accordance with the drawings and specifications regardless of the time when discovered and whether discovered at any time during the course of construction or after acceptance of the work.

The Engineer shall inform the contractor of any work that is not in accordance with the drawings and specifications when it becomes known to him. If any work is performed which is not in accordance with the drawings and specifications and is not discovered until a later time, neither the Owner nor the Engineer shall have any responsibility to the Contractor, or be liable to the Contractor for the correction or removal of unsatisfactory work or of any work subsequently performed or affected by it. The correction or removal of such unsatisfactory work and the replacement with satisfactory work shall be performed by the Contractor at his own expense, and is understood to be fully included in his contract requirements, without any additional compensation or claims upon the Owner or Engineer.

**B.20. SCHEDULING AND CONSTRUCTION PROGRESS**

The Contractor shall keep the Owner and the Owner's Engineer informed as to his construction progress. Because of traffic congestion, the contractor may be required to schedule construction in some areas between the hours of 6:00 p.m. and 7:00 a.m. if the city staff or engineer determines it to be necessary. Contractor will be required to perform work in a fashion that will cause the least amount of inconvenience to the general public. Reasonable effort shall be made by the contractor to keep all electrical service to the owner's customers intact and operational at all times. If any portion of the electrical system or service to Owner's customers is required to be interrupted, the contractor shall obtain the Owner's permission prior to the interruption and schedule the interruption at the Owner's and customers' convenience.

The Contractor shall submit to the Engineer prior to the preconstruction conference a construction schedule which shall meet the Engineers approval before construction can begin. All work scheduling shall be coordinated with and approved by City staff, TxDOT and Engineer before work can proceed. The contractor shall notify TxDOT 48 hrs. (2 business days) before commencement of construction. The Contractor will be required to have someone on call 24 hours per day during the course of the project.

**B.21. EXISTING UTILITIES**

Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewer,

telephone cables, sprinkler systems, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the Contractor to avoid damaging these existing structures whether or not they are shown on the plans. The Owner and Engineer assume no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. If any structure is damaged by the Contractor, it shall be his responsibility to repair the damaged facility. The contractor is required to obtain locates from the appropriate utilities prior to any construction.

**B.22. SEQUENCE AND COMPLETION OF CONSTRUCTION**

The Contractor will start construction at Pecan St and work the project, as much as practical, in construction point order. Part 1 of the project to be completed by August 8, 2014 and Part 2 of the project to be completed by November 7, 2014.

**B.23. CHANGE OF LOCATION**

No change in the pole and anchor placement alignment is contemplated; however, should a change be necessary, the Owner reserves the right to make such changes, unless it can be clearly shown that such change works an undue hardship on the Contractor, no extra compensation will be allowed the Contractor.

**B.24. STAKING FOR CONSTRUCTION**

Construction stakes for pole and anchor placement will be set by the Contractor at the coordinates shown on the pole layout drawings for each location.

**B.25. DISPOSAL OF EXCAVATED MATERIALS**

All excavated materials not used in backfilling on the project and any pieces of material such as broken concrete, asphalt, or pipe in any dimension, shall be disposed of by the Contractor at an approved landfill or at a site obtained by the Contractor and approved by the Engineer and the Owner.

**B.26. AS BUILT PLANS**

The Contractor will be furnished one (1) set of plans on which he shall indicate all changes made during construction. All notes and comments necessary to give a clear conception of exactly how all items were constructed, including location, shall be shown. All material substitutions shall be shown and pre-approved by the Engineer. This set of plans shall be reviewed with the Engineer at the completion of the project and returned to the Engineer at that time.

**B.27. TESTING**

Contractor shall test and verify all phasing on all multiphase primary changes or installations and all multiphase services to insure the system and customer service phasing and rotation remains the same as before unless the job instructions dictate otherwise.

B.28. EXCAVATION

No excavation is required on this project except that required for pole setting and anchor placement.

B.29. INTERPRETATIONS OR ADDENDA

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the locality or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding bid documents no less than two (2) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

B.30. COOPERATION AND COORDINATION WITH PUBLIC

The Contractor shall conduct his work so as to cause the least amount of disruption to the public. Closing of any streets or lanes of traffic will be coordinated with City staff and TxDOT.

B.31. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the construction of each Part of the project within the number of days as stated on the signature page of the proposal or pay as liquidated damages, the sum of \$ 300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Information section.

B.32. SANITARY FACILITIES

The Contractor shall provide chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the Engineer and maintenance of same must be satisfactory to the Engineer at all times.

B.33. PUBLISHED SPECIFICATIONS

Any reference to published specifications shall be interpreted to mean the most recent revision of the specifications.

B.34. VIDEO OF CONSTRUCTION AREA

The Contractor will not be required to provide a video of the project.

B.35. MATERIALS FOR CONSTRUCTION

The Owner will furnish all poles, transformers, primary conductor, secondary and service conductor and associated splices. Owner furnished materials will be issued to the Contractor from the City's warehouse and pole yard.

All other materials required to complete the entire project will be furnished by the successful bidder. Materials supplied by the successful bidder will be as specified in the drawings, staking sheets and other documents provided by the engineer and in this bid package.

The following is a list of specified materials, by manufacturer and stock number, to be furnished by the Bidder. All other materials furnished by the contractor and not specified in the following list, shall be listed on the RUS Information Publication 202-1 "List of Acceptable Materials" Any equivalent substitutions for specified material items must be pre-approved by the engineer.

<u>Manufacturer &amp; Stock No</u>	<u>Material Description</u>
Chance E102-1220	Anchor, Twin Helix, PSI 7, 10"
Chance E102-0045	Anchor Rod, 1" X 7' w/ Twin Eye Adaptor
Chance 6346	Anchor, screw, 6"
Hughes 1096.6R	Brace, Alley Arm 6 ft
Hughes 1096.7R	Brace, Alley Arm 7 ft
Hughes CF892-18	Bracket, Fiberglass, 1 1/2" X 18" (Cloverleaf)
Hughes CF592-18	Bracket, Fiberglass, 1 1/2" X 18" (Single)
Hughes CF560-18	Bracket, Fiberglass, Horizontal, Standoff, 1 1/2" X 18"
Chance 3SBL3618C	Bracket, Fiberglass, Cutout mounting, 3-position
Pupi DA2500096	Crossarm, Dbl. D.E., 3 5/8" X 4 5/8" X 8'
Pupi T2500096	Crossarm, Fiberglass, 3 5/8" X 4 5/8" X 8' (04)
Pupi T2500120	Crossarm, Fiberglass, 3 5/8" X 4 5/8" X 10' (05)
Pupi TB2500096	Crossarm, Fiberglass, 3 5/8" X 4 5/8" X 8' (04) Braceless
Pupi TB2500120	Crossarm, Fiberglass, 3 5/8" X 4 5/8" X 10' (05) Braceless
Hubbell Anderson GSB2-12	Extension Link, 12"
Joslyn J8338-13	Ground Rod, 5/8" X 8' Copper

Hughes 2817	Guy Attachment Pole Eye Plate
Hughes CF694-96R	Guy Strain Insulator 96", 21,000#
Hughes CF693CT-18R	Guy Strain Insulator 18", 15,000#
Victor 6R	Insulator, Pin Type, 15kv, 55-4
Hubbell (Ohio Brass) 401015-0215	Insulator, Polymer D.E., 15kv, PDI 15
Chance C6-CSO-24	Meter Standoff Bracket
Chance 14322	Pin, X-arm, clamp type
Chance 886	Pin, X-arm, short shank
Chance 881	Pin, X-arm, long shank
Chance RPM131	Ridge Pin, Fiberglass, 1 1/2" X 13"
Utility Metals C200S200NX	Street Light Mast 20 ft with Round Pole Mounting ( <u>NO</u> U-bolts)
American Electric 12540SCAMT1R3FG	Street Light Head 400W HPSV
Chance ADS88LC	Conductor Deadend Clamp, 336 ACSR
Chance ADS60LC	Conductor Deadend Clamp, #4 ACSR and 1/0 ACSR
Chance C71EL112PD	Fused Cutout/Arrester Combo 15kV/9kV MOV (Pole Mt)
Chance C71EL112PC	Fused Cutout/Arrester Combo 15kV/9kV MOV (Bkt. Mt)
Chance DM2053	Bracket Mounting Strap (additional)

**Contractor Furnished Materials Part 1:**

<u>Quantity</u>	<u>Materials</u>
59	Insulator, Pin, 15kv
23	Pin, Short Shank
105	Machine Bolt 5/8" x Length as req.
221	Locknut 5/8"
182	Washer Square, 2 1/4"
33	Double Arming Bolt, 5/8"
8	Eye Bolt, 5/8"
12	Eye Nut, 5/8"
18	Insulator, Polymer, 15kv
33	Washer, Curved, 3"
39	Clevis Secondary
39	Insulator Spool 3"
3	Fiberglass Pole-top 12x1 1/2"
3	Fused Cutout 15kv/Arrester 9kv MOV Combo (pole mt)
6	Fiberglass Extension Link
20	Fiberglass Bracket, Single
3	Fiberglass Bracket, Jumper Support
3	Fiberglass Bracket, Cloverleaf
21	Conductor Tie Top, 336ACSR
7	Conductor Tie Double Top, 336ACSR
10	Conductor Tie Neutral, 336ACSR
4	Dead-end Clamp, 1/0ACSR
19	Dead-end Clamp, 336ACSR

6	Hughes Brace 7'
6	Crossarm 10'
8	Fiberglass Guy Rod, 5/8"x96"
16	Preform Dead-end Guy
8	Pole Eye Guy Plate
8	Guy Guard
5	Guy Adaptor Twin Eye
5	Anchor Rod
5	Double Helix Anchor
14	Pin, Long Shank
13	Pin, Crossarm, Steel, Clamp Type
2	Crossarm, 8' Braceless
4	Crossarm, 10' Braceless
5	Bolt, Thimbleye, 5/8"
5	Nut, Thimbleye, 5/8"
21	Rod, Ground 5/8"
21	Clamp, Ground Rod
3	Bolt, Double Upset, Insulated
6	Conductor Tie Double Top, 477 ACSR
2	Conductor Tie Neutral, 477 ACSR
9	Street Light 400w SV w/ 20' Mast Arm

As Req'd

Connectors

As Req'd

Guy Wire

As Req'd

Jumpers

As Req'd

Tie Wire, Aluminum

As Req'd

Ground Wire Bonding Clamp

As Req'd

Crossarm Gain Plate

As Req'd

Ground Wire

**Contractor Furnished Materials Part 2:**

<u>Quantity</u>	<u>Materials</u>
116	Insulator, Pin, 15kv
69	Pin, Short Shank
277	Machine Bolt 5/8" x Length as req.
388	Locknut 5/8"
299	Washer, Square, 2 1/4"
30	Double Arming Bolt, 5/8"
32	Eye Bolt, 5/8"
17	Eye Nut, 5/8"
41	Insulator, Polymer, 15kv
69	Washer, Curved, 3"
60	Clevis, Secondary
60	Insulator, Spool, 3"
15	Fiberglass Pole-top, 12x1 1/2"
10	Fused Cutout 15kv/Arrester 9kv MOV Combo (pole mt)
12	Bracket Mount Strap DM2053 (additional for BKT mt)
12	Fused Cutout 15kv/Arrester 9kv MOV Combo (BKT mt)
5	3-PH Cutout Arrester Bracket, 3'x2"
3	Hang 2 Position Cluster
2	Hang 3 Position Cluster

8	Fiberglass Extension Link
25	Fiberglass Bracket, Single
12	Fiberglass Bracket, Jumper Support
31	Fiberglass Bracket, Cloverleaf
4	Conductor Tie Top, 1/0ACSR
30	Conductor Tie Top, 336ACSR
4	Conductor Tie Double Top, 1/0ACSR
24	Conductor Tie Double Top, 336ACSR
4	Conductor Tie Neutral, 1/0ACSR
18	Conductor Tie Neutral, 336ACSR
18	Dead-end Clamp, #4ACSR
6	Dead-end Clamp, 1/0ACSR
36	Dead-end Clamp, 336ACSR
4	Hughes Brace 6'
2	Hughes Brace 7'
4	Crossarm 8'
2	Crossarm 10'
11	Fiberglass Guy Rod 5/8"x96"
4	Fiberglass Guy Rod 5/8"x18"
30	Preform Deadend Guy
15	Pole Eye Guy Plate
15	Guy Guard
4	Guy Pipe
4	Pole Plate w/ Pole Center
4	End Fitting

6	Guy Adaptor Twin Eye
6	Anchor Rod
6	Double Helix Anchor
20	Pin, Long Shank
2	Bolt, Single Upset, Insulated
2	Crossarm, 8' Braceless
40	Rod, Ground 5/8"
40	Clamp, Ground Rod
2	Grounding Plate, Butt Type
5	Bolt, Double Upset, Insulated
7	Anchor, 6' Screw
20	Street Light 400w SV w/ 20' Mast Arm

As Req'd

Connectors

Guy Wire

Jumpers

Tie Wire, Aluminum

Ground Wire Bonding Clamp

Crossarm Gain Plate

Ground Wire

**SECTION P**

HWY 183 ELECTRIC UTILITY RELOCATION PROJECT PART 1

**CONSTRUCTION UNIT PRICES**

Unit Price Proposal

INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
#6 DPLX	Install #6 Duplex (per ft.)	562'	YES				
#4 TPLX	Install #4 Triplex (per ft.)	15'	YES				
#2 TPLX	Install #2 Triplex (per ft.)	268'	YES				
#336ACSR	Install #336 ACSR (per ft.) 18/1 Stranding	4064'	YES				
40-4S	Install New Steel 40' – Class 4 Pole (Foam Set)	7	*YES				
50-1S	Install New Steel 50' – Class 1 Pole (Foam Set)	3	*YES				
50-2S	Install New Steel 50' – Class 2 Pole (Foam Set)	3	*YES				
50-3S	Install New Steel 50' – Class 3 Pole (Foam Set)	1	*YES				
55-2S	Install New Steel 55' – Class 2 Pole (Foam Set)	7	*YES				

\*Owner will furnish poles only. Foam set will be furnished by the Bidder. See Technical Specifications and Construction Procedures (page 82) for information on pre-drilled holes.

Unit Price Proposal

INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
C1PTV	Install 3-Ph Vertical Tangent single support on 18" fiberglass standoff brackets & pole top (TRC Spec)	1	NO				
C1V	Install 3-Ph Vertical Tangent single support on 18" fiberglass standoff brackets, 6' Neutral spacing (TRC Spec)	2	NO				
C1VX	Install 3-Ph Vertical Tangent single support on 18" fiberglass standoff brackets, 4' Neutral spacing (TRC Spec)	1	NO				
C1VT-1X	Install 3-Ph Vertical Tangent single support on 18" fiberglass standoff bracket for 1-PH Transformer (TRC Spec)	2	NO				
C1-1F	Install 3-Ph Double Arm Tangent with 8' Braceless Fiberglass Arms (RUS Spec C1-3)	1	NO				
C1-C7V	Install 3-Ph Vertical Tangent with 3-Ph Vertical Tap Dead-end (TRC Spec)	1	NO				
C2-2F	Install 3-Ph Double Arm Tangent with 10' Braceless Fiberglass Arms (RUS Spec C2-2)	2	NO				
C7AAF	Install 3-Ph Slack Span Alley Arm Dead-End on 10' Fiberglass Arms with 7' Braces (TRC Spec)	1	NO				
C8V-BKT	Install 3-Ph Vertical Dead-end with 3-pH Vertical Slack Dead-ends on 18" fiberglass standoffs bracket (TRC Spec)	1	NO				
C8V-SW	Install 3-Ph Vertical Double Dead-end for Vertical Switch (TRC Spec)	1	NO				
C1-1AAF	Install 3-Ph Double Alley Arm Tangent Arms on 10' Fiberglass Arms with 7' Braces (TRC Spec)	2	NO				
VERT-SW	Install 3-Phase Vertical (phase over phase) Gang Operated switch (TRC Spec)	1	*YES				

\*Owner will furnish vertical phase over phase gang operated switch (Chance AR133FFL) only. Bidder to furnish all other materials required to install.

Unit Price Proposal

INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
M2-11S	Install Ground Rod Assembly, 8' Copper Clad Rod connected to Rivnut (RUS M2-11)	21	NO				
SV400SL	Install Street Light 400 w SV with 20 ft. Mast Arm	9	NO				
E2-1	Install Overhead Guy, Single, 1/4" Guy Strand for Banner (RUS Spec)	3	NO				
E2-2	Install Overhead Guy, Single, 3/8" HS Guy Strand (RUS Spec)	2	NO				
E1-3I	Install Single Down Guy. w/Pole Eye Plate, 3/8" HS Guy Strand , 96" Guy Ins. and Guy Guard (TRC Spec)	8	NO				
F1-3DH	Install Line Anchor Assembly – Power Installed 12" Twin Helix (TRC Spec)	5	NO				
15 KVA	Install 15 KVA 1-Phase Transformer on 3-Phase Vertical Construction TRC Spec C1VT-1X	1	*YES				
25 KVA	Install 25 KVA 1-Phase Transformer on 3-Phase Vertical Construction TRC Spec C1VT-1X	1	*YES				
G39-15	Install 15 KVA 1-Ph Transformer on 3-PH Line with Fused Cutout on Pole Mount Bracket (RUS Spec)	1	*YES				
J5	Install Secondary Upset Bolt with Spool Insulator (RUS Spec )	3	NO				
K14C	Install Clevis, Secondary/Neutral, with Insulator Spool (RUS Spec)	16	NO				
Total, Extended Labor & Material INSTALL PART 1							

\*Owner will furnish transformers only. Bidder to furnish all other materials required to install.

Unit Price Proposal

RE-INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
400SL	Remove 400w SV streetlight and Re-install on Pole Replacement	1	NO				
M26-5	Remove Security Light and Re-install on Pole Replacement	2	NO				
*M8 Pole #2	Remove 1-Ph Secondary Meter and Re-locate to Sign Pole, Run New O.H. Service and Complete All Work Shown on TRC .MTR Attachment Detail Drawing CP #2	1	NO				
*M8 Pole #4	Remove 1-Ph Secondary Meter and Re-locate to Sign Pole, Run New O.H. Service and Complete All Work Shown on TRC .MTR Attachment Detail Drawing CP #4	1	NO				
Total, Extended Labor & Material RE- INSTALL PART 1							

\* The Bidder will furnish all materials required to re-install and/or re-locate meters and services as shown on the meter attachment detail drawings provided with the bid package.

Unit Price Proposal

REMOVE: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Contractor Labor</u>			<u>Total - Extended Labor Price</u>
#6 DPLX	Remove #6 Duplex (per ft.)	404'				
#4TPLX	Remove #4 Triplex (per ft.)	475'				
#6CU	Remove #6 CU (per ft.)	3458'				
35-4	Remove 35' – Class 4 Wood Pole	1				
35-5	Remove 35' – Class 5 Wood Pole	1				
40-3	Remove 40' – Class 3 Wood Pole	6				
40-4	Remove 40' – Class 4 Wood Pole	2				
40-5	Remove 40' – Class 5 Wood Pole	1				
45-3	Remove 45' – Class 3 Wood Pole	5				
45-4	Remove 45' – Class 4 Wood Pole	3				

Unit Price Proposal

REMOVE: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Contractor Labor</u>			<u>Total - Extended Labor Price</u>
C1	Remove 3-ph Crossarm Construction, Single Primary Support (RUS Spec C1)	3				
C1-1	Remove 3-ph Crossarm Construction, Double Primary Support (RUS Spec C1-1)	1				
C1-3	Remove 3-ph Crossarm Construction, Double Primary Support (RUS Spec C1-3)	2				
C2-2	Remove 3-ph Crossarm Construction, Double Primary Support (RUS Spec C2-2)	2				
C7	Remove 3-Ph Single Dead End with 8' Wood Arms (RUS Spec C7)	4				
C8	Remove 3-Ph Double Dead End with 8' Wood Arms (RUS Spec C8)	1				
E1-1	Remove Single Down Guy, 1/4" GuyStrand (RUS Spec E1-1)	1				
E1-3	Remove Single Down Guy, 3/8" Guy Strand (RUS Spec E1-3)	4				
E2-1	Remove Single Overhead Guy, 3/8" Guy Strand (RUS Spec E2-1)	2				
E2-3	Remove Single Overhead Guy, 3/8" Guy Strand (RUS Spec E2-3)	1				
E3-10	Remove Guy Guard (RUS Spec E3-10)	5				

Unit Price Proposal

REMOVE: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Contractor Labor</u>			<u>Total - Extended Labor Price</u>
F1-2	Remove Line Anchor, 8000# (RUS Spec F1-2)	1				
F1-3	Remove Line Anchor, 10000# (RUS Spec F1-3)	2				
F1-4S	Remove Line Anchor, Screw Type	1				
G39-15	Remove 1-phase 15 KVA Transformer On 3-Phase Line (RUS Spec G39)	1				
G39-25	Remove 1-phase 25 KVA Transformer On 3-Phase Line (RUS Spec G39)	1				
250SL	Remove Street Light 250w, Complete with Mast Arm	4				
400SL	Remove Street Light 400w, Complete with Mast Arm	2				
K14	Remove Clevis, Secondary/Neutral, with Insulator Spool (RUS Spec K14)	21				
EYE BOLT	Remove Eye Bolt for Secondary or Service	3				

Unit Price Proposal

REMOVE: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Contractor Labor</u>			<u>Total - Extended Labor Price</u>
M2-1	Remove Pole Ground(RUS Spec M2-1)	3				
M2-2	Remove Pole Ground(RUS Spec M2-2)	1				
M2-12	Remove Pole Ground(RUS Spec M2-12)	13				
M5-2	Remove Insulator, Pin Type w/20" Pole Top Pin (RUS Spec M5-2)	3				
M5-5	Remove Insulator, Pin Type, X-arm (RUS Spec M5-5)	30				
M5-9	Remove Cutout (RUS Spec M5-9)	3				
M5-10	Remove Cutout/Arrester Combination (RUS Spec M5-10)	1				
M5-11	Remove 28" Metal Crossarm Brace (RUS Spec M5-11)	10				
M5-14	Remove Crossarm, 3 5/8" X 4 5/8" X 8" (RUS Spec M5-14)	5				
M5-20	Remove Insulator, Suspension (RUS Spec M5-20)	8				
M22-1	Trim Trees (RUS Spec M22-1)	15				
Total, Extended Labor REMOVE PART 1						

HWY 183 ELECTRIC UTILITY RELOCATION PROJECT PART 2

**CONSTRUCTION UNIT PRICES**

Unit Price Proposal

INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
#6 DPLX	Install #6 Duplex (per ft.)	582'	YES				
#4 TPLX	Install #4 Triplex (per ft.)	257'	YES				
#2 TPLX	Install #2 Triplex (per ft.)	383'	YES				
1/0 TPLX	Install 1/0 Triplex (per ft.)	288'	YES				
2/0 TPLX	Install 2/0 Triplex (per ft.)	77'	YES				
#4 ACSR	Install #4 ACSR (per ft.)	1218'	YES				
1/0 ACSR	Install 1/0 ACSR (per ft.)	2343'	YES				
#336ACSR	Install 336 ACSR (per ft.) 18/1 Stranding	10604'	YES				
1/0 QDPLX	Install 1/0 Quadruplex (per ft.)	25'	YES				
35-4	Install New Wood 35' – Class 4 Pole (Foam Set)	2	*YES				
40-4S	Install New Steel 40' – Class 4 Pole (Foam Set)	12	*YES				
45-3S	Install New Steel 45' – Class 3 Pole (Foam Set)	1	*YES				
50-1S	Install New Steel 50' – Class 1 Pole (Foam Set)	7	*YES				
50-2S	Install New Steel 50' – Class 2 Pole (Foam Set)	2	*YES				
55-1S	Install New Steel 55' – Class 1 Pole (Foam Set)	5	*YES				
55-2S	Install New Steel 55' – Class 2 Pole (Foam Set)	13	*YES				
Hand Dig	Hand dig hole for a 40' pole	3	NO				

\*Owner will furnish poles only. Foam set will be furnished by the Bidder. See Technical Specifications and Construction Procedures (page 82) for information on pre-drilled holes.

Unit Price Proposal

INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
A1	Install 1-Ph Tangent single support (RUS Spec)	2	NO				
A4	Install 1-Ph Double Deadend 60 to 90 Deg. Angle (RUS Spec)	2	NO				
A5	Install 1-Ph Deadend Single (RUS Spec)	1	NO				
A5-1	Install 1-Ph Deadend For 1-Ph Tap Take-off (RUS Spec)	1	NO				
B1VT-1	Install 2-Ph Vertical Tangent single support on 18" fiberglass standoff brackets for 1-PH Transformer (TRC Spec)	1	NO				
B1VT-2	Install 2-Ph Vertical Tangent single support on 18" fiberglass standoff brackets for 2-PH Transformer (RUS Spec)	1	NO				
B1-1AAF	Install 3-Ph Double Alley Arm Tangent Arms on 8' Fiberglass Arms with 6' Braces (TRC Spec)	2	NO				
B5-A5V	Install Double Deadend, 2-Ph w/1-Ph off Back (TRC Spec)	1	NO				
BKT-18	Install 1-PH Fiberglass Standoff Bracket 18" for Transformer Cutout (TRC Spec)	3	NO				

Unit Price Proposal

INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
C1PTV	Install 3-Ph Vertical Tangent single support on 18" fiberglass standoff brackets & pole top (TRC Spec)	3	NO				
C1VT-1	Install 3-Ph Vertical Tangent single support on 18" fiberglass standoff bracket for 1-PH Transformer (TRC Spec)	3	NO				
C1VT-2	Install 3-Ph Vertical Tangent single support on 18" fiberglass standoff bracket for 2-PH Transformer (COL Spec)	2	NO				
C1VT-3	Install 3-Ph Vertical Tangent single support on 18" fiberglass standoff bracket for 3-PH Transformer (TRC Spec)	1	NO				
C1-1PTV	Install 3-Ph Vertical Double Support on 18" fiberglass standoff brackets & Pole Top Pin (TRC Spec)	2	NO				
C1-C7VX	Install 3-Ph Vertical Tangent with 3-Ph Vertical Tap Dead-end and Cutouts (TRC Spec)	1	NO				
C2V	Install 3-Ph Vertical Double Support on 18" fiberglass standoff brackets (TRC Spec)	4	NO				
C8F	Install 3-Ph Dead-End on 8' Fiberglass Braceless Arms (RUS Spec C8)	1	NO				
C8V-BKT	Install 3-Ph Vertical Dead-end with 3-pH Vertical Slack Dead-end on 18" fiberglass standoff bracket (TRC Spec)	2	NO				
C8V-SW	Install 3-Ph Vertical Double Dead-end for Vertical Switch (TRC Spec)	1	NO				

Unit Price Proposal

INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
C1-1AAF	Install 3-Ph Double Alley Arm Tangent Arms on 10' Fiberglass Arms with 7' Braces (TRC Spec)	1	NO				
C2VT-1	Install 3-Ph Vertical Double Support on 18" Fiberglass Standoff Bracket for 1-Ph Transformer (TRC Spec)	1	NO				
C5-B5VT	Install 3-Ph Vertical Dead-end with 2-Ph Vertical Double Dead-end and 2-Ph Transformer (TRC Spec)	1	NO				
VERT-SW	Install 3-Phase Vertical (phase over phase) Gang Operated switch (TRC Spec)	1	*YES				
SV400SL	Install Street Light 400 w SV with 20 ft. Mast Arm (TRC Spec)	20	NO				
E1-3I	Install Single Down Guy. w/Pole Eye Plate, 3/8" HS Guy Strand , 96" Guy Ins. and Guy Guard (TRC Spec))	11	NO				
E1-3ISW	Install Single Down Guy (Sidewalk) w/ Pole Eye Plate, 18" Guy Ins. And Guy Guard (TRC Spec)	4	NO				
F1-3DH	Install Line Anchor Assembly – Power Installed 12" Twin Helix (TRC Spec)	4	NO				
F1-3S	Install Line Anchor, Screw Type 10,000# (RUS Spec F1-3S)	7	NO				
J5	Install Secondary Upset Bolt with Spool Insulator (RUS Spec )	5	NO				
K14C	Install Clevis, Secondary/Neutral, with Insulator Spool (RUS Spec)	38	NO				
M2-2	Install Butt Plate ground assembly (RUS Spec M2-2)	2	NO				
M2-11S	Install Ground Rod Assembly, 8' Copper Clad Rod connected to Rivnut (RUS M2-11)	40	NO				

\*Owner will furnish vertical phase over phase gang operated switch (Chance AR133FFL) only. Bidder to furnish all other materials required to install.

Unit Price Proposal

INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
M5-5	Install Ins., Pin Type, X-arm (RUS Spec M5-5)	6	NO				
M5-10	Install Cutout Arrestor combo	1	NO				
G39-15	Install 15 KVA 1-Ph Transformer on 3-Ph Line w/Fused Cutout/Arrestor Combo on Pole Mount Bracket (RUS Spec)	1	*YES				
G10-15	Install 15 KVA 1-Ph Transformer on 1-Ph Line w/Fused Cutout/Arrestor Combo on Pole Mount Bracket (RUS Spec)	1	*YES				
15 KVA	Install 15 KVA 1-Phase Transformer on 3-Phase Vertical Construction TRC Spec C1VT-1	3	*YES				
25 KVA	Install 25 KVA 1-Phase Transformer on 3-Phase Vertical Construction TRC Spec C1VT-1	2	*YES				
37 KVA	Install 37 KVA 1-Phase Transformer on 3-Phase Vertical Construction TRC Spec C2VT-1	1	*YES				
50 KVA	Install 50 KVA 1-Phase Transformer on 3-Phase Vertical Construction TRC Spec C2VT-1	1	*YES				
15 & 37 KVA	Install 15 & 37 KVA 2-Phase Transformers on 2-Phase Vertical Construction TRC Spec B1VT-2	1	*YES				
25 & 37 KVA	Install 25 & 37 KVA 2-Phase Transformers on 3-Phase Vertical Construction TRC Spec C1VT-2	1	*YES				
25 & 50 KVA	Install 25 & 50 KVA 2-Phase Transformers on 3-Phase Vertical Construction TRC Spec C1VT-2	1	*YES				
3: 37 KVA	Install 3: 37 KVA 3-Phase Transformers on 3-Phase Vertical Construction TRC Spec C1VT-3	1	*YES				
3: 50 KVA	Install 3: 50 KVA 3-Phase Transformers on 3-Phase to 2-Phase Vertical Construction TRC Spec C5-B5VT	1	*YES				
Total, Extended Labor & Material INSTALL PART 2							

\*Owner will furnish transformers only. Bidder to furnish all other materials required to install.

Unit Price Proposal

RE-INSTALL: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Owner Furnished Material</u>	<u>Contractor Labor</u>	<u>Contractor Materials</u>	<u>Unit Price Labor and Materials</u>	<u>Total - Unit Price X No. of Units</u>
250SL	Remove 250w SV streetlight and Re-install on Pole Replacement	1	NO				
M26-5	Remove Security Light and Re-install on Pole Replacement	1	NO				
*M8	Remove 1-Ph Secondary Meter and Re-install on Secondary Pole Replacement	1	NO				
*M8-10 Pole #56	Remove 1-Ph Secondary Meter and Re-locate to New Service Pole, Run New O.H. Service and Complete All Work Shown on TRC .MTR Attachment Detail Drawing CP #56	1	NO				
*CT-MTR	Remove 3-Ph CT Metering and Re-install on Primary Pole Replacement	1	NO				
						Total, Extended Labor & Material RE- INSTALL PART 2	

\* The Bidder will furnish all materials required to re-install and/or re-locate meters and services as shown on the meter attachment detail drawings provided with the bid package.

Unit Price Proposal

REMOVE: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Contractor Labor</u>			<u>Total - Extended Labor Price</u>
#6 DPLX	Remove #6 Duplex (per ft.)	216'				
#4 TPLX	Remove #4 Triplex (per ft.)	370'				
#2 TPLX	Remove #2 Triplex (per ft.)	676'				
1/0 TPLX	Remove 1/0 Triplex (per ft.)	125'				
#2 ACSR	Remove #2 ACSR (per ft.)	5557'				
1/0 ACSR	Remove 1/0 ACSR (per ft.)	7410'				
336 ACSR	Remove 336 ACSR (per ft.)	640'				
15-4	Remove 15' – Class 4 Wood Pole	1				
30-4	Remove 30' – Class 4 Wood Pole	3				
35-4	Remove 35' – Class 4 Wood Pole	2				
35-5	Remove 35' – Class 5 Wood Pole	4				
40-3	Remove 40' – Class 3 Wood Pole	7				
40-4	Remove 40' – Class 4 Wood Pole	6				
45-3	Remove 45' – Class 3 Wood Pole	7				
45-4	Remove 45' – Class 4 Wood Pole	1				

Unit Price Proposal

REMOVE: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Contractor Labor</u>			<u>Total - Extended Labor Price</u>
A5-2	Remove 1-Ph Dead-end Tap take-off with extension (RUS Spec A5-2)	1				
B1	Remove 2-Ph Crossarm Construction, Single Primary Support (RUS Spec B1)	3				
B7	Remove 2-Ph Single Dead-end with 8' wood arms (RUS Spec B7)	2				
C1	Remove 3-Ph Crossarm Construction, Single Primary Support (RUS Spec C1)	5				
C1-1	Remove 3-Ph Crossarm Construction, Double Primary Support (RUS Spec C1-1)	2				
C2-1	Remove 3-Ph Crossarm Construction, Double Primary Support (RUS Spec C2-1)	1				
C7	Remove 3-Ph Single Dead End with 8' Wood Arms (RUS Spec C7)	2				
C8	Remove 3-Ph Double Dead End with 8' Wood Arms (RUS Spec C8)	1				
E1-1	Remove Single Down Guy, 1/4" Guy Strand (RUS Spec E1-1)	3				
E1-3	Remove Single Down Guy, 3/8" Guy Strand (RUS Spec E1-3)	2				
E3-10	Remove Guy Guard (RUS Spec E3-10)	5				
F1-2	Remove Line Anchor, 8000# (RUS Spec F1-2)	4				
F1-3	Remove Line Anchor, 10000# (RUS Spec F1-3)	1				
J5	Remove Secondary Upset Bolt with Spool Insulator (RUS Spec)	1				
J8	Remove Secondary Upset Bolt with Spool Insulator (RUS Spec)	3				
K14	Remove Clevis, Secondary/Neutral, with Insulator Spool (RUS Spec K14)	17				
EYE BOLT	Remove Eye Bolt for Secondary or Service	14				

Unit Price Proposal

REMOVE: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Contractor Labor</u>			<u>Total - Extended Labor Price</u>
G39-15	Remove 1-phase 15 KVA Transformer On 3-Phase Line (RUS Spec G39)	2				
G39-25	Remove 1-phase 25 KVA Transformer On 3-Phase Line (RUS Spec G39)	2				
G39-37	Remove 1-phase 37 KVA Transformer On 3-Phase Line (RUS Spec G39)	2				
G210-25,37	Remove 2-Ph Transformer Bank 25 & 37.5 KVA (RUS Spec G210)	1				
G210-25,50	Remove 2-Ph Transformer Bank 25 & 50 KVA (RUS Spec G210)	1				
G210-15,37	Remove 2-Ph Transformer Bank 15 & 37.5 KVA (RUS Spec G210)	1				
G310-3:37	Remove 3-Ph Transformer Bank 3) 37.5 KVA (RUS Spec G310)	1				
G310-3:50	Remove 3-Ph Transformer Bank 3) 50 KVA (RUS Spec G310)	1				
250SL	Remove Street Light 250w, Complete with Mast Arm	7				
400SL	Remove Street Light 400w, Complete with Mast Arm	7				

Unit Price Proposal

REMOVE: Overhead Construction Units

UNIT PRICES

<u>Unit No.</u>	<u>Name and Description</u>	<u>No. of Units</u>	<u>Contractor Labor</u>			<u>Total - Extended Labor Price</u>
M2-1	Remove Pole Ground(RUS Spec M2-1)	10				
M2-2	Remove Pole Ground(RUS Spec M2-2)	7				
M2-11	Remove Pole Ground(RUS Spec M2-11)	1				
M2-12	Remove Pole Ground(RUS Spec M2-12)	12				
M5-2	Remove Insulator, Pin Type w/20" Pole Top Pin (RUS Spec M5-2)	2				
M5-4	Remove Insulator Jumper Support (RUS Spec M5-4)	3				
M5-5	Remove Insulator, Pin Type, X-arm (RUS Spec M5-5)	28				
M5-9	Remove Cutout (RUS Spec M5-9)	5				
M5-10	Remove Cutout/Arrester Combination (RUS Spec M5-10)	20				
M5-14	Remove Crossarm, 3 5/8" X 4 5/8" X 8' (RUS Spec M5-14)	13				
M5-17	Remove 28" Wood Crossarm Brace (RUS Spec M5-17)	26				
M5-20	Remove Insulator, Suspension (RUS Spec M5-20)	8				
M9-13	Remove 3-Ph Capacitor Bank (RUS Spec M9-13)	1				
M22-1	Trim Trees (RUS Spec M22-1)	4				
Total, Extended Labor REMOVE PART 2						

## UNIT PRICE SUMMARY

### **Part 1**

Install Labor \$ 81,700.50                      Install Materials \$ 23,913.32

Remove Labor \$ 43,101.28

Labor Total \$ 124,801.78                      Materials Total \$ 23,913.32

Part 1 Labor and Materials \$ 148,715.10

### **Part 2**

Install Labor \$ 172,292.41                      Install Materials \$ 70,046.20

Remove Labor \$ 87,890.32

Labor Total \$ 260,182.73                      Materials Total \$ 70,046.20

Part 2 Labor and Materials \$ 330,228.93

**Total Contractor Labor and Materials \$ 478,944.03**

HWY 183 Utility Relocation Project  
Overhead distribution Line Construction

Proposal Summary

LABOR        \$ 384,984.51

MATERIAL    \$ 93,959.52

TOTAL CONTRACTOR LABOR & MATERIAL:    \$ **478,944.03**

The above prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the Engineer.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered in the above bid, and that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

The Contractor agrees to complete Part 1 construction of the project on which he has bid by August 8, 2014 and Part 2 construction of the project on which he has bid by November 7, 2014, as specified and shown on the plans as provided in the General Contract Conditions. It is anticipated that the City will award the contract on June 3, 2014 and work can begin by July 7, 2014.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **60** calendar days after the scheduled closing time for receiving bids. Completion dead line will be adjusted based upon date of contract award.

Enclosed with this proposal is a certified check for \$ \_\_\_\_\_ Dollars, or a Proposal Bond in the sum of 5% G.A.B. (\$ \_\_\_\_\_), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event his proposal is accepted by the Owner within sixty (60) days after the bids are received and the undersigned fails to execute the contract for Owner within ten (10) days after date of said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

HWY 183 Utility Relocation Project  
Overhead distribution Line Construction

TOTAL CONTRACTOR LABOR & MATERIAL: \$ **478,944.03** \_\_\_\_\_

Respectfully Submitted:

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
The Fishel Company  
Business Name

\_\_\_\_\_  
403 Commerce Park Dr  
Business Address

\_\_\_\_\_  
Cabot, Lonoke, Arkansas 72023  
City, County, State, Zip

\_\_\_\_\_  
501-605-0515 501-941-3816  
Telephone & Fax Number



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

Lew White, Mayor

\_\_\_\_\_  
Party of the First Part  
(OWNER)

\_\_\_\_\_  
Party of the Second Part  
(CONTRACTOR)

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

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

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

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

Executed 5 originals

(seal)

(seal)



on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed hereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

Executed 5 originals.

(seal)

(seal)

**PAYMENT BOND**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF**                       §

KNOW ALL MEN BY THESE PRESENTS: That The Fishel Company of the City of Cabot, County of Lonoke, and State of Arkansas, as principal, and \_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto The City of Lockhart (Owner), in the penal sum of Four Hundred Seventy-eight Thousand Nine Hundred Forty-four and 03/100 Dollars (\$ 478,944.03) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City of Lockhart (Owner), dated the 25 day of June, 2014, to construct the HWY 183 UTILITY RELOCATION PROJECT which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 2253.001 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed hereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Executed \_\_\_\_\_ originals.

(seal)

(seal)

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## GENERAL CONDITIONS OF AGREEMENT

### 1. DEFINITIONS OF TERMS

**1.01 OWNER, CONTRACTOR AND ENGINEER.** The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender.

The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

The OWNER may include any authorized representative of OWNER as may be set forth in the Special Conditions.

**1.02 CONTRACT DOCUMENTS.** The Contract Documents shall consist of the Advertisement for Proposals, Information for Bidders, Proposal, signed Agreement, Performance and Payment Bonds, Special Bonds (when required), General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the Agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Advertisement for Proposals, Technical Specifications, Plans, and General Conditions of Agreement.

**1.03 SUB-CONTRACTOR.** The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

**1.04 WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, return receipt requested, to the last business address known to him who gives the notice.

**1.05 WORK.** The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, permits, certificates, licenses, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good

quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials of work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

**1.06 EXTRA WORK.** The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal.

**1.07 CALENDAR DAY.** "Calendar Day" is any day of the week or month, no days being excepted.

**1.08 SUBSTANTIALLY COMPLETED.** By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

## **2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR**

**2.01 OWNER-ENGINEER RELATIONSHIP.** The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

**2.02 PROFESSIONAL INSPECTION BY ENGINEER.** The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

**2.03 PAYMENTS FOR WORK.** The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such

approval of payment to CONTRACTOR constitutes a representation to the OWNER or ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

**2.04 OBJECTIONS AND DETERMINATIONS.** The ENGINEER shall determine all claims disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents. The ENGINEER'S decision shall be rendered in writing within a reasonable time and shall be binding.

**2.05 CONTRACTOR'S DUTY AND SUPERINTENDENCE.** The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the Contract Documents.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Shop or working construction drawings and any specifications shown in relation thereto, as well as any additional information concerning the work to be performed, passing from or through the ENGINEER, shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the OWNER or ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose

of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives whether called to the CONTRACTOR'S attention or not, shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

**2.06 CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

**2.07 CHARACTER OF WORKMEN.** The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

**2.08 CONTRACTOR'S BUILDINGS.** The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

**2.09 SANITATION.** Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

**2.10 SHOP DRAWINGS.** The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, noting desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall

not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

**2.11 PRELIMINARY APPROVAL.** The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitation, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination by the ENGINEER prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting in writing prior inspection or approval, he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

**2.12 DEFECTS AND THEIR REMEDIES.** It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

**2.13 CHANGES AND ALTERATIONS.** The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade,

form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompany Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages for anticipated profits on the work that may be dispensed with. If the amount of work is increased, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

### **3. GENERAL OBLIGATIONS AND RESPONSIBILITIES**

**3.01 KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE.** The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

**3.02 OWNERSHIP OF DRAWINGS.** All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

**3.03 ADEQUACY OF DESIGN.** It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that, as to the CONTRACTOR only, the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

**3.04 RIGHT OF ENTRY.** The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

**3.05 COLLATERAL CONTRACTS.** The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work or damage

said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

**3.06 DISCREPANCIES AND OMISSIONS.** It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

**3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT.** The CONTRACTOR shall be responsible for the care, preservation, conservation, protection and replacement of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, or whether OWNER has taken possession of completed portions of such work, until the entire work is completed and accepted.

**3.08 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.** The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

**3.09 PERFORMANCE AND PAYMENT BONDS.** Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the appropriate authority of the State of Texas.

Unless otherwise stated, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

**3.10 LOSSES FROM NATURAL CAUSES.** Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

**3.11 PROTECTION OF ADJOINING PROPERTY.** The CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract.

**3.12 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES.** The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract, regardless whether caused wholly or in part by the negligence or gross negligence of any party indemnified hereunder and regardless of the application of any worker's compensation or similar statute which might apply to any employees or agents of the CONTRACTOR or any Subcontractor. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may, at its sole option, either pay directly any unpaid bills of which the OWNER has written notice and deduct such amount from the next partial payment due to CONTRACTOR, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full in accordance with the terms of this contract; but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

**3.13 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION.** CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save

OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

**3.14 LAWS AND ORDINANCES.** The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

**3.15 ASSIGNMENT AND SUBLETTING.** The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

**3.16 INDEMNIFICATION.** The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,
- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, the Owner, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or

the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

**3.17 INSURANCE.** The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including the acts of OWNER:

- (1) Workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

**3.17.1 POLICIES OF INSURANCE.** Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Policies of Insurance acceptable to the OWNER and the ENGINEER. Such Policies shall contain a provision that coverages afforded under the Policies will not be canceled until at least thirty days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Policies of Insurance covering all sub-contractors.

**3.17.2 WAIVER OF SUBROGATION.** CONTRACTOR, its agents, employees and subcontractors, hereby waive any and all rights of subrogation against OWNER or ENGINEER arising out of any claim or incident for which insurance coverage or indemnification is required under the Contract Documents.

## **4. PROSECUTION AND PROGRESS**

**4.01 TIME AND ORDER OF COMPLETION.** It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having

other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may be reasonably requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

**4.02 EXTENSION OF TIME.** Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or uncontrollable cause or causes beyond the CONTRACTOR'S control, and the ENGINEER decides such cause justifies the delay, then an extension of time sufficient to compensate for the delay as determined by the ENGINEER shall be allowed for completing the work; provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

**4.03 HINDRANCES AND DELAYS.** No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgement of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

## **5. MEASUREMENT AND PAYMENT**

**5.01 QUANTITIES AND MEASUREMENTS.** Conductor spans are horizontally measured distances between poles and do not take in account sag and make-up. The bidder will only be compensated for the span distances and no extra measurements of any kind will be allowed, but the actual measured length.

**5.02 ESTIMATED QUANTITIES.** This agreement, including the specifications and plans, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates.

**5.03 PRICE OF WORK.** In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay

the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full payment for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

**5.04 PARTIAL PAYMENTS.** On or before the 25th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER an application for payment showing as completely as practicable the total value of the completed work done by the CONTRACTOR up to and including the last day immediately preceding the date of such application.

The ENGINEER shall verify CONTRACTOR'S application, shall either approve or modify the total value of the work done by CONTRACTOR and shall submit to OWNER such application for payment as approved or modified with ENGINEER'S verification affixed thereto on or before the 5th day of the month following the receipt of the application from CONTRACTOR.

The OWNER shall pay the CONTRACTOR on or before the 20th day of the month in which the OWNER receives the approved application from the ENGINEER the total amount of the approved and verified application, less 5 percent of the amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retainage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment." Any such payments of retainage by OWNER to CONTRACTOR prior to final payment must be agreed to in writing by the surety or sureties on CONTRACTOR'S payment and performance bonds.

The Contractor shall submit to the Engineer, copies of the material invoices with the application for payment. No payment will be made to the Contractor until the quantities of work submitted have been checked and verified by the Engineer.

**5.05 USE OF COMPLETED PORTIONS.** The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents, nor shall the risk of loss change from CONTRACTOR to OWNER. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

**5.06 FINAL COMPLETION AND ACCEPTANCE.** The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The substantial completion of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

**5.07 AFFIDAVIT OF BILLS PAID.** Upon completion of the project and final acceptance by the OWNER and ENGINEER, the CONTRACTOR shall furnish the OWNER with an affidavit certifying that all suppliers and subcontractors have been paid, before final payment will be made by OWNER.

**5.08 FINAL PAYMENT.** Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER. Thereafter, OWNER shall pay to the CONTRACTOR, on or after the 30th day and before the 35th day, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract and provided the CONTRACTOR has delivered to the OWNER the affidavit of bills paid, and a surety release. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

**5.09 PAYMENTS WITHHELD.** The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance for the contract amount.
- (f) Reasonable indication the work will not be completed within the contract time.

- (g) Failure to submit "as built" drawings as required by the Contract Documents.

When the above grounds are removed or the CONTRACTOR provides a surety bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

**5.10 DELAYED PAYMENTS.** Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any approved partial or final statement, when payment is due, the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

## **6. EXTRA WORK AND CLAIMS**

**6.01 CHANGE ORDERS.** Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by written Change Order prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

**6.02 MINOR CHANGES.** The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order. In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made in writing in accordance with the provisions of this section prior to beginning the work covered by the proposed change.

**6.03 EXTRA WORK.** It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)-By agreed unit prices; or

Method (B)-By agreed lump sum; or

Method (C)-If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security Old Age Benefits and other payroll taxes, and, a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Change Order. The fifteen percent (15%) of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined; save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its

performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to a court of general jurisdiction to decide the matter, otherwise the CONTRACTOR shall waive all claims for payment for Extra Work.

## **7. ABANDONMENT OF CONTRACT**

**7.01 ABANDONMENT BY CONTRACTOR.** In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

**7.01.1** The OWNER may employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

**7.01.2** The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may

let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In the case of any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

After final completion of the work and in the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners.

**7.02 ABANDONMENT BY OWNER.** In case the OWNER shall fail to comply with the terms of this contract within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove there from all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. Thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the items of

this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of delivery to OWNER of such certified final statement.

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**SECTION I**  
**GENERAL INFORMATION**  
**(Revised 7/09)**

I.1. **SCOPE OF WORK**

The work to be done under this contract includes the furnishing of all superintendence, labor, material, transportation, tools, supplies, plant equipment and appurtenances necessary for the complete construction of all improvements herein described and shown on the plans which are made a part of these specifications.

I.2. **PERMITS, CERTIFICATES, LAWS AND ORDINANCES**

The Contractor shall, at his own expense, procure any and all permits, certificates and licenses required of him by law for the execution of his work. The Owner will furnish permits from the Texas Department of Highways and Public Transportation and railroad companies for crossing their properties with utility extensions if such are required.

I.3. **MANUFACTURER'S CERTIFICATES**

All manufacturer's certificates required herein are to be furnished by the Contractor at his own expense.

I.4. **BOUNDARIES OF WORK**

The Owner will provide land and rights-of-way for the work specified in this contract and make suitable provisions for ingress and egress and the Contractor shall not enter on or occupy with men, tools, equipment, or materials, any ground outside the property of the Owner without the written permission of the Owner of such ground. Other contractors and employees or agents of the Owner may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

I.5. **PROTECTION OF THE SITE**

The Contractor shall protect all structures, walks, pipelines, trees, shrubbery, lawns and other improvements during the progress of his work and shall remove from the site all debris and unused materials.

I.6. TESTING OF MATERIALS

All testing of materials required under the specifications shall be performed by an approved agency for testing materials. The Contractor shall make the nomination of the laboratory and the payment for such services. The Contractor will pay for any retest required because of failure of the initial test.

I.7. REJECTED MATERIALS

All materials which have been rejected or condemned by the Inspector shall be immediately removed from the site of the work.

I.8. DETAIL PLANS

Detail plans for construction are furnished herewith and made a part of these specifications, the same as if they were written herein.

I.9. EXAMINATION OF SITE OF THE PROJECT

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus material not designated to be salvage materials, and as to methods of providing ingress and egress to private properties.

I.10. BARRICADES AND DANGER SIGNALS

Where the work is carried on, in or adjacent to any street, alley or public place, the Contractor shall, at his own cost and expense, furnish and erect barricades and/or fences; lights and/or danger signals; for the protection of persons or property. Barricades shall be painted with a reflectorized paint or scotchlite tape. From sunset to sunrise, the Contractor shall furnish and maintain lights at each barricade. Barricades shall be erected to endeavor to keep vehicles from being driven on or into any work under construction.

The Contractor will be held responsible for all damage to the work due to the failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights and for providing watchmen, shall not cease until the project has been accepted by the Owner.

I.11. QUANTITIES

The quantities of each item on the bid proposal blank represent the approximate amount of work to be done. Final quantities actually built will be determined and paid for by actual measurements on the ground of the final work completed. No incidental items of work will be paid for unless there appears an item in the proposal for such work. It must be strictly understood that the prices bid are for complete and acceptable work.

I.12. FAILURE TO COMPLETE ON TIME

The time of completion is the essence of the contract. For each calendar day that any work shall remain uncompleted after the time specified in the proposal and the contract, or the increased time granted by the Owner, or as automatically increased by additional work or materials ordered after the contract is signed, the sum per day given in the following schedule will be deducted from the monies due the Contractor, not as a penalty but as liquidated damages.

<u>Amount of Contract</u>		<u>Amount of Liquidated Damages per Day</u>
Less than	\$ 50,000	\$ 75.00
\$ 50,000 to	100,000	150.00
100,000 to	250,000	200.00
250,000 to	500,000	250.00
500,000 to	750,000	300.00
750,000 to	1,000,000	400.00
Over	1,000,000	500.00

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

I.13. MATERIALS

The Contractor shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

I.14. EXISTING UTILITIES

Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the Contractor to avoid damaging these existing structures whether or not they are shown on the plans. The Owner and Engineer assume no responsibility for failure to show any or all of the structures on the plans or to show them in their

exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. If any structure is damaged by the Contractor it shall be his responsibility to repair the damage at his own expense and restore the structure to its functional use.

I.15. COMPETENT WORKERS

The Contractor shall employ only competent workers for the execution of this work and all such work shall be performed under the direct supervision of an experienced superintendent.

I.16. TERMINATION OF CONTRACT IN CASE OF NATIONAL EMERGENCY

Whenever, because of a national emergency so declared by the President of the United States or other lawful authority, it becomes impossible for the Contractor to obtain all of the necessary labor, material and equipment for the prosecution of the work with reasonable continuity for a period of two months, the Contractor shall within seven days notify the Owner in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If after investigation, the Owner finds that such conditions exist and that the inability of the Contractor to proceed is not attributable in whole or in part to the fault or neglect of the Contractor, then if the Owner cannot after reasonable effort assist the Contractor in procuring and making available the necessary labor, materials, and equipment within thirty days, the Contractor may request the Owner to terminate the contract and the Owner shall within thirty days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for all work executed.

I.17. WATER

Water required for water jetting and construction will be obtained at the Contractor's expense.

I.18. COPIES OF PLANS AND SPECIFICATIONS

The Contractor will be furnished three (3) sets of all plans, profiles and specifications at no expense to him.

I.19. MATERIALS AND WORKMANSHIP

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product or another manufacturer, but rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the Engineer, to the article or process specified by name. Notwithstanding that the words "or equal to" or other such expressions are used in the specifications, the material, manufactured article or process specifically designated shall be used unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process. Unless otherwise specified, all materials shall be listed on the RUS Information Publication 202-1 "List of Acceptable Materials".

I.20. CONTRACTOR'S INSURANCE

I.20.1. Contractor's Liability Insurance:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor and each subcontractor, at their own expense, shall, during the term of the contract, purchase and maintain the hereinafter stipulated minimum insurance with companies duly authorized to do business in the State of Texas and satisfactory to the City. Certificates of each policy, together with a statement by the issuing company to the extent policy shall not be cancelled without thirty (30) days' prior notice being given the Owner, shall be delivered to the Owner before any work is started:

(a) Employers liability insurance of not less than \$1,000,000 for each accident.

(b) Comprehensive General Liability Insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring Contractor's (or subcontractor's) liability for injury to or death of Owner's employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits for each occurrence:

Injury or Death	\$1,000,000
Property Damage	\$1,000,000

The policy shall include broad form property damage coverage extended to apply to completed operations, XCU exclusions removed. The completed operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the work, with evidence of same filed with the Owner. Where work is being performed in connection with an existing facility owned or leased by the Owner, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

(c) Comprehensive automobile and truck liability insurance, covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000, each occurrence, for bodily injury and \$1,000,000 each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

I.20.3. "Umbrella" Excess Liability Insurance:

The Contractor shall obtain, pay, and maintain this policy during the contract term, insuring the Contractor for an amount of not less than \$1,000,000 combined single limit bodily injury and property damage liability insurance, including death, in excess of the primary coverage required hereinabove, Owner and Engineer to be named as additional insured.

I.20.4. Policy Endorsements and Special Conditions:

Each insurance policy to be furnished by the Contractor shall include the following conditions by endorsement to the policy:

(a) Each policy shall require that thirty (30) days prior to the cancellation or any material change in coverage, a notice thereof shall be given the Owner by certified mail.

(b) The term "Owner" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the Owner and the individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of the Owner; and

(c) The policy phrase "other insurance" shall not apply to the Owner where the Owner is an additional insured on the policy.

Concerning insurance to be furnished by the Contractor, is a condition precedent to acceptability thereof that:

(a) Any policy submitted shall not be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the Contractor. The Owner's decision thereon shall be final; and

(b) All policies are to be written through companies duly authorized to transact that class of insurance in the State of Texas.

The Contractor agrees to the following:

(a) The Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the Owner, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies;

(b) Companies issuing the insurance policies and Contractor shall have no recourse against the Owner for payment of any premiums and deductibles are the sole responsibility and risk of the Contractor;

(c) Approval, disapproval, or failure to act by the Owner regarding any insurance supplied by the Contractor (or any subcontractor) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability; and

(d) No special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

I.20.5. Proof of Carriage of Insurance:

The Contractor shall furnish the Owner with certificates showing type, amount, class of operations covered, effective dates, and dates of expiration of policies.

I.21. CONTRACTOR'S RESPONSIBILITY FOR WORKERS' COMPENSATION INSURANCE COVERAGE

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor and each subcontractor, at their own expense, shall, during the term of the contract, purchase and maintain the hereinafter stipulated Workers' Compensation Insurance with companies duly authorized to do business in the State of Texas and satisfactory to the Owner. Workers' Compensation is to be as required by Texas Law, with the policy endorsed to provide a waiver of subrogation as to the Owner. Certificates of each policy, together with a statement by the issuing company to the extent policy shall not be canceled without thirty (30) days' prior notice being given the Owner, shall be delivered to the Owner before being awarded the contract. The contractor shall post a notice on each project site 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. All Workers' Compensation policies shall adhere to the following:

A. Definitions

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

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

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

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

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

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

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

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

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

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

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

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

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

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to performs as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

I.22. ABBREVIATIONS

Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

A.A.S.H.O.	American Association of State Highway Officials	In. or "	Inch or Inches
		Lin.	Linear
A.S.T.M.	American Society for Testing Materials	Lb.	Pound
A.W.W.A.	American Water Works Association	M.H.	Manhole
		Max.	Maximum
		Min.	Minimum
Asph.	Asphalt	Mono.	Monolithic
Ave.	Avenue	No.	Number
Blvd.	Boulevard	%	Percent
D.I.	Ductile Iron	P.S.I.	Pounds per square inch
C.L.	Centerline	P.V.C.	Polyvinyl Chloride
C.O.	Cleanout	Reinf.	Reinforced

Conc.	Concrete	Rem.	Remove
Cond.	Conduit	Rep.	Replace
Corr.	Corrugated	R/W. or	
Cu.	Cubic	R of W	Right-of-Way
Culv.	Culvert	Sani.	Sanitary
Dia.	Diameter	Sq.	Square
Dr.	Drive or Driveway	Std.	Standard
Elev.	Elevation	St.	Street or Storm
F.	Fahrenheit	Str.	Strength
Ft. or '	Foot or Feet	Vol.	Volume
Gal.	Gallon	Yd.	Yard

In reference to such abbreviations as A.S.T.M., A.W.W.A., etc. where a specification number is referred to, the latest revision of said specification shall apply.

I.23. GUARANTEE

The Contractor shall guarantee the work which he does against defective workmanship and materials for a period of one (1) year from the date of final acceptance of the work by the Owner.

Where defective workmanship and/or materials are discovered requiring repairs to be made under this guaranty, all such repair work shall be done by the Contractor at his own expense within five (5) days after written notice of such defect has been given to him by the Owner. Should the Contractor fail to repair leaks or correct such defective workmanship and/or materials within five (5) days after being notified, the Owner may make the necessary repairs and charge the Contractor with the actual cost of all labor and materials required.

I.24. ENGINEER

The "Engineer" in these specifications shall be understood as referring to TRC Engineers, Inc., Consulting Engineers, 975 W. Bitters Road, San Antonio, Texas 78216, Engineer of the Owner, or such other Engineer, Superintendent, or Inspector as may be authorized by said Owner to act in any particular.

I.25. PREVAILING WAGE RATES

The Contractor shall pay to all laborers, workmen and mechanics employed by him in the execution of the contract, not less than the rate as determined by the US Department of Labor in accordance with the Davis-Bacon Act. For reference purposes, a copy of the US Department of Labor wage decision follows.

**SECTION C**  
**OVERHEAD CONSTRUCTION  
PROCEDURES AND SPECIFICATIONS**

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**SECTION C**  
**OVERHEAD CONSTRUCTION  
PROCEDURES AND SPECIFICATIONS**

C.1. **MATERIALS**

The Bidder will construct the overhead distribution lines in accordance with the detail unit drawings RUS unit specifications (forms 803 and 804) as indicated on the staking sheets and drawings. The Bidder will furnish all materials except materials indicated as Owner furnished on page 9, equipment, tools, and labor. The Owner will provide a material yard to store contractor furnished materials and equipment.

C.2. **ENERGIZED WORK**

All work will be performed with lines energized unless specific approval is obtained from the Owner. The only outage time allowed will be the time required to change out or transfer the distribution transformer and service. If an outage is necessary and approved by the Owner, no consumer outage shall allowed will be to change out the transformer and/or services and shall not exceed three (3) hours in any given twenty-four (24) hour period and must be scheduled between the hours of 8:00 a.m. and 11:00 a.m. or 1:00 p.m. and 4:00 p.m.

C.3. **RIGHT-OF-WAY CLEARING**

The Bidder will complete any necessary right-of-way clearing that may be required to set poles and string conductors.

C.4. **REMOVE EQUIPMENT AND MATERIAL**

The Bidder shall remove all equipment and material, as specified, and return them to the City's material yard grouped by material items. Conductor will return all conductor placed on reels with one size and type per reel. The Bidder will schedule all return dates and times with the Owner.

C.5. **CONTRACTOR FURNISHED MATERIALS**

The Contractor will furnish ALL NEW distribution materials required to complete the construction of the entire project.

With exception to the list of specified materials to be furnished by the contractor (page 9), all materials furnished shall be listed on the RUS Information Publication 202-1 "List of Acceptable Materials". Any substitutions to the specified materials must be approved by the Engineer.

C.6. POLES

The Owner will furnish all poles for the project. The poles are pre-drilled for most of the primary framing units but not all (see pages 86-88) for drilling. Holes for services, secondary, transformers and some neutral, jumper support, and guying are not included. The Bidder will include in their framing unit cost, the cost for field drilling all holes required to attach necessary appurtenances to the pole. The Bidder shall apply cold galvanized to all field drilled holes. The Bidder will not receive any additional compensation for field drilling and cold galvanizing.

All poles will be set to depths as follows:

- 35 ft. poles set 6 ft.
- 40 ft. poles set 6 ½ ft.
- 45 ft. poles set 7 ft.
- 50 ft. poles set 8 ft.
- 55 ft. poles set 8 ft.

The Bidder will furnish and install foam set up to approx. 12” below ground line on all poles.

The Bidder will cover all holes if pole is not to be set immediately.

The Bidder will be responsible for obtaining underground locating for all buried utilities prior to digging pole holes or installing anchors to verify that utilities are clear. The Bidder assumes all liabilities for damages to buried facilities.

The Bidder shall inspect or have his workmen make such inspections of poles, before the workman climbs the poles or changes the strain on such pole, to determine that the pole is in a good and safe condition. In the event any pole is found to be unsafe or where it is not definitely known that the pole will support the weight of the men who are to work on it, or the change in strain, the Bidder shall sufficiently and adequately secure and support the pole and take all necessary precautions as to protect the safety of the workmen, the public and all properties concerned. The Bidder further agrees that all liabilities for damage in connection with the above, both personal and property, shall be the sole responsibility of the Bidder and not of the Owner or Engineer.

C.7. CONDUCTOR TIES AND DEADENDS

Conductors will be sagged utilizing the sag and tension charts provided with the job package.

The Bidder will furnish and install the correct size and type preformed ties on all pin type insulators and neutral spools. The Bidder will include in their unit labor price the cost to install ties and jumpers.

The Bidder will include in their unit labor price all cost for untying and tying of conductors and cost for the re-sag of conductors associated with the removal and installation of construction units.

C.8. JUMPERS AND LEADS

The Bidder will include in their unit labor and material price, the cost, for making up all required jumpers on equipment, double dead-ends, taps, cutouts, arresters and any other construction assemblies that are required.

On steel poles, the Bidder will bond the neutral to the pole using the correct connector and attach it to the rivnut. On poles that do not have rivnuts installed or a rivnut at the location requiring it, the Bidder shall bond it to the neutral clevis bolt utilizing a galvanized steel ground bond clamp.

The Bidder will not coil any leads.

C.9. GUYS AND ANCHORS

Type and size of anchors will be installed as specified on the staking sheet for each location and shall be set in line with conductor strain at the designated guy lead as indicated on the staking sheets. The Bidder will install pole eye plates with a 96" guy stick w/ roller, 3/8" HS guy strand and the guy dead-ends will be preformed grips. F1-3DH anchors will be Chance double helix PISA type and will be installed with a twin eye guy adaptor. F1-3S will be a Chance 6" screw anchor. All anchors will be installed in accordance with CHANCE installation instructions.

C.10. POLE GROUNDS

The Bidder shall install pole ground rods (M2-11S) on all steel poles. The #6 SD CU lead from the ground rod shall be connected to the pole utilizing the 1/2" rivnut.

Ground rods will be driven to proper depth and no ground rods will be cut, bent or installed in pole hole to comply with this requirement.

C.11. PRIMARY FRAMING

The Bidder will frame the construction units in accordance to the TRC Spec detail drawings provided and to RUS Specifications and Drawings for Line

Construction on RUS Spec units as called for on the staking sheets. Units will be installed with a 6 ft. separation from the primary to the neutral unless indicated otherwise on the TRC Spec detail drawing.

C.12. BOLTS

The Bidder will install the appropriate type and size bolts for the assemblies as specified. Bolt ends will not be allowed to extend more than three (3) inches past locknut and bolts are not permitted to be cut to meet this requirement.

Locknuts will be installed on all bolt nuts.

C.13. STREET LIGHTS

Street lights will be install with the luminaire head height at 30 ft.

C.14. CHANGE ORDERS AND AS-BUILT SHEETS

The Bidder will be required to complete and provide to the Owner Change Orders for any work that deviates from the original design.

The Bidder will be required to complete and provide to the Owner and Engineer, as-built sheets with any and all changes marked in red on copy of original staking sheet.

C.15. CONSTRUCTION INSPECTIONS

The Bidder will make available their foreman or person in charge of construction of the project to accompany the Owner's inspector in performing a preliminary inspection of the project. This inspection will be to insure proper compliance with NESC requirements and all additional specifications and obligations contained in this contract.

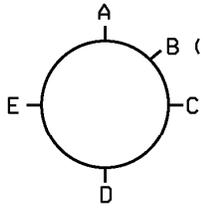
The Bidder will perform construction clean-up of the project in a timely manner.

C.16.

POLE DRILLING ON OWNER FURNISHED POLES

DRILLING FOR 50 AND 55 FT. POLES

PECAN ST. TO HICKORY ST.



B (THREADED GROUNDING INSERT)

A & D	C & E	GROUNDS B (RIVNUT)
4"	6"	145"
12"	14"	160"
52"	33"	175"
100"	41"	
148"	54"	<b>NOTE: INSTALL ADDITIONAL GROUNDING RIV NUT AT 6" BELOW GROUNDLINE</b>
	62"	
	81"	
	89"	
	102"	
	110"	
	150"	

**NOTE: NO DRILLING REQUIRED FOR 35 AND 40 FT. POLES**


PREPARED BY



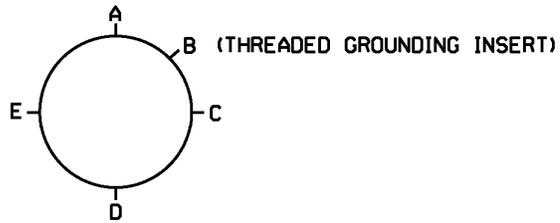
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(www.trcsolutions.com)

Lockhart Pole Specifications  
(Highway 183 Project)

AT	LH	N.T.S.	
TRC			

DRILLING FOR 40 AND 45 FT. POLES

HICKORY ST. TO BLACKJACK



A & D	C & E	GROUNDS B (RIVNUT)
4'	6'	36"
12'	14'	72"
76'	72'	
		NOTE: INSTALL ADDITIONAL GROUNDING RIV NUT 12" ABOVE GROUNDLINE

ALL HOLES ARE TO BE 1/8" "

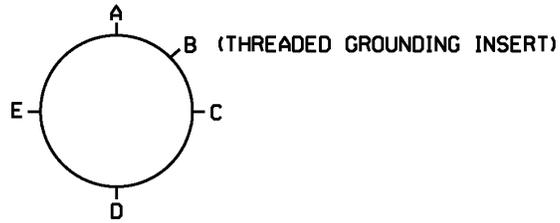
Lockhart Pole Specifications  
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DATE	PROJECT	SCALE	N.T.S.	ISSUE

DRILLING FOR 50 AND 55 FT. POLES

HICKORY ST. TO BLACKJACK



A & D	C & E	GROUNDS B (RIVNUT)
4'	6'	55'
8'	14'	75'
12'	33'	100'
16'	41'	115'
52'	54'	130'
56'	62'	145'
64'	81'	160'
100'	89'	175'
104'	102'	200'
148'	110'	225'
	117'	
	130'	
	138'	
	150'	NOTE: INSTALL ADDITIONAL
	153'	GROUNDING RIV NUT
	174'	12" ABOVE GROUNDLINE
	186'	

ALL HOLES ARE TO BE 1/8" \*

Lockhart Pole Specifications  
(Highway 183 Project)

DATE	BY	CHECKED	DATE	APPROVED

PREPARED BY  
  
 975 W. Hitters Rd. SA, Tx 78216-7811  
 (www.trcsolutions.com)

DATE	BY	DATE	BY
AT	LH	DATE	N.T.S.
TRC			