

**SECTION 00003**

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**FOR**



**RAW WATER SUPPLY AND DISTRIBUTION  
ADDITIONS TO THE EDINBURG WEST WTP  
RESERVOIR**

**PREPARED**

**JUNE 6, 2020**

**BY**

Dannenbaum Engineering Company-McAllen, LLC  
T.B.P.E Firm Registration #8999



Document 00003

**PROJECT SPECIFICATIONS**

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**END OF SECTION**



Document 00010

## REQUEST FOR BIDS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 7:30 a.m. to 5:30 p.m. and shall be closed on recognized holidays.

Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

### BID #2020-52 53

#### RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR

This project is being funded in whole or in part by the Texas Water Development Board's (TWDB) Clean Water and Drinking Water State Revolving Fund Program. All federal Clean Water and Drinking Water State Revolving Funds requirements will apply to the contract. Bidders on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, and all contract provisions listed in 24 CFR Part 85.36(i). **Bidder shall be responsible for downloading the Fair Standard Provisions from the City's website at:**

[http://cityofedinburg.com/departments/finance/open\\_bid\\_notices.php](http://cityofedinburg.com/departments/finance/open_bid_notices.php)

Bidders must also make a positive efforts to use small and minority-owned businesses. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. **The Department of Labor wage decision, TX190003, release date, 01/04/2019 is applicable to this project.**

Prospective contractors/ subcontractors shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can be completed at [www.sam.gov](http://www.sam.gov). All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

**"The City of Edinburg is an Equal Employment Opportunity Employer"**

**If you have any questions or require additional information regarding this bid, you may contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or via e- to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com).**

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.**

## CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

### **DEVIATION FROM SPECIFICATION**

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

### **PURPOSE**

1. The purpose of these specifications/requirements and bidding documents is for the **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR** for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

### **SUBMITTAL OF BID**

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

**If Hand-delivering Bids:** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas 78541  
**If Mailing Bids:** P.O. Box 1079, Edinburg, TX 78540-1079

### **PREPARATION OF BID**

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### **ALTERATIONS/AMENDMENTS TO BID**

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.



## INSTRUCTIONS TO BIDDERS (Continued):

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via



## **INSTRUCTIONS TO BIDDERS (Continued):**

Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

## **INSTRUCTIONS TO BIDDERS (Continued):**

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **HB 89**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

### **AWARD**

For purposes of this project, award will be contingent on approval of budget.

### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

### **SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

### **QUESTIONS AND CLARIFICATIONS**

Questions and clarifications that change or substantially clarify the Invitation to Bid will be affirmed in writing and copies will be provided to all firms on record responding to BID. **Any inquiries to this BID must be submitted to Ms. Lorena Fuentes, Purchasing Agent, at the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com) no later than February 24, 2020 at 3:00 p.m.**

### **STANDARD INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

## INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

## INSTRUCTIONS TO BIDDERS (Continued):

City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

### **BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the date fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
\_\_\_\_\_, (Company or Business name) (hereafter  
referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company  
named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
3. Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List  
located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

*Pursuant to Section 2270.001, Texas Government Code:*

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

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE:

\_\_\_\_\_  
TYPE/PRINT NAME AND TITLE:

\_\_\_\_\_  
DATE:



**CITY OF EDINBURG**  
**REQUEST FOR BIDS FOR RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO**  
**EDINBURG WEST WTP RESERVOIR**

**BID NO. 2020-~~52~~ 53**

**BID OPENING DATE: June 29, 2020 at 3:00 p.m.**

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR**. You are invited to submit a sealed bid for **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR**.

1. Replacement of eleven sluice gates and appurtenances from gate wells and stand pipes within the Edinburg West Water Treatment Plant reservoir (reservoir);
2. Installation of two (2) 48-inch RCLHPP raw water pipeline extension, reinforced concrete headwalls, and Duck Bill check Valves to interior of reservoir;
3. Construction of reinforced concrete gate well with sluice gate, railing, grating, and stair connecting two (2) existing 36-inch RCP and one (1) 48-inch RCP to be installed from the gate well to the interior of the reservoir.
4. Contractor shall provide all labor, materials and equipment necessary to complete job.
5. Contract shall be responsible for the cleaning and disposal of all debris from job site on a daily basis at a designated dumpsite at Contractor's expense.
6. Contractor shall be held liable for any damages during the course of construction.
7. All areas which fail to meet specification are required to be placed in compliance at no additional cost to the City of Edinburg.
8. Any required prep work shall be included in this bid.
9. Work must be completed within 150 calendar days.
10. A minimum of one (1) year warranty on labor and materials must be provided in writing.
11. Interested parties may schedule a site visit of the project. Please call Mr. Javier Valdez, 956-388-8220 no later than 06/25/2020.



**CITY OF EDINBURG  
BID FORM FOR  
RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP  
RESERVOIR**

**BID NO. 2020-~~52~~ 53**

**BID OPENING DATE: June 29, 2020 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR** according to City of Edinburg requirements, less tax:

**NOTE:** In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other **State of Texas recognized and approved cooperative** which has complied with the bidding requirements for the State of Texas (**any and all applicable fees must be included**). **All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

**CHECK ONE**

☐ **BUYBOARD**   ☐ **H-GAC**   ☐ **TXMAS**   ☐ **DEALER/LOCAL**  
☐ **TX DIR**   ☐ **TFC**   ☐ **OTHER** \_\_\_\_\_

**Specify**

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(If applicable) (If applicable)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
1	REM. & DISPOSE OF EXIST. SLUICE GATES & APPUR.	11	EA		
2	PIPE PLUGS AND APPURTENANCES	1	LS		
3	EPOXY GROUT	1	LS		
4	SLUCE GATES (NEW)(STAINLESS STL)	12	EA		
5	MISCELLANEOUS - CONCRETE / REBAR / EPOXY	1	LS		
6	MISC. EQUIP. (EXCAVATOR / LOADER / GENERATOR)	1	LS		
7	MISC. EQUIP. (SERVICE AND REPAIR)	1	LS		
8	PUMP RENTAL & MAINTENANCE (4 PUMPS)	150	DAYS		
9	PUMP FUEL (4 PUMPS)	37,500	GALS		
10	SUBCONTRACTOR (DIVERS)	4	TRIPS		
11	NEW GATEWELL (REINF. CONC.) - Conn. Cell 5 to 2 Ex 36" RCP	1	EA		
12	ALUMINUM STAIR UNITS / LANDINGS / SUPPORT	1	EA		
13	ALUMINUM HANDRAIL	90	LF		
14	STAINLESS STEEL GRATING	128	SF		
15	REMOVE & DESPOSE OF EXISTING 36" DIA. (RCP)	16	LF		
16	NEW 48" RCP (From Cell 5 to 2~36" Exist RCP)	135	LF		
17	NEW 48" DIAMETER PIPE (RCLHPP)	121	LF		
18	NEW 48" DIAMETER BEND (RCLHPP)(45 DEG)	1	EA		

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
19	NEW 48' DUCK BILL FLAP GATE	2	EA		
20	EXCAVATION (DIKE)	1,831	CY		
21	BACKFILL (DIKE)	1,326	CY		
22	TRENCH EXCAVATION PROTECTION	256	LF		
23	REMOVE EXISTING CONCRETE LINER (4-IN)	368	SY		
24	CONSTRUCT NEW CONCRETE LINER (4-IN)	368	SY		
25	45 DEG. FLARED WINGWALL (REINF. CONC.)	2	EA		
26	HYDROMULCH SEEDING	8,960	SF		
27	TEMPORARY DIKE	3	LS		
28	CEMENT STABILIZED SAND FLEXIBLE BASE	4314.5	CY		
29	GRAVEL CONSTRUCTION ENTRANCE EXIT (TYPR 1 )	2	EA		
30	TEMPORARY SEDIMENT CONTROL FENCE	1,000	LF		
31	CLEARING AND GRUBBING	1,400	SY		
32	REMOVE & REPLACE EXISTING CHAINLINK FENCE	300	LF		
33	SAW CUT OF EXISTING 6" CONCRETE SLOPE PROTECTION	184	LF		
34	DEWATERING	1	LS		
TOTAL CONSTRUCTION COST					
35	MOBILIZATION (Maximum 10% of Total Construction Cost)	1	LS		
BIDDER'S TOTAL BID PRICE					
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					

Note: The City reserves the right to consider each group as a separate bid and award any or all, whichever may be more advantageous to the City. The City reserves the right to increase or decrease the quantities depending on availability of funds.

*All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.*

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

TYPE/PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

Dannenbaum Engineering Company  
McAllen, LLC.  
T.B.P.E. Firm Registration #8999

City of Edinburg Bid # 2020-~~52~~ 53  
Raw Water Supply and Distribution  
Additions To Edinburg West WTP Reservoir

---

TELEPHONE NO.:

FAX NO.:

EMAIL:

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Document 00310

**FORM OF PROPOSAL**

To: CITY OF EDINBURG

Project No.: 2020-52

Project: Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir

Bidder: \_\_\_\_\_  
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

**1.0 OFFER**

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

\_\_\_\_\_ (Dollars)  
[Print or type in words, Bidder's Total Bid Price]  
(\$ \_\_\_\_\_ )  
[Print or type in figures, Bidder's Total Bid Price]

**Unit Price or Combination Stipulated Price and Unit Price Contract.** If the Bid is for a Unit Price Contract or a combination of Stipulated Price and Unit Price Contract, the Total Bid Price, including Cash Allowances, if any, is tabulated in: Document 00405 - Schedule of Unit Price Work for a Project with no Alternate Bids, or Document 00407 - Schedule of Alternates for a Project with Alternate Bids.

**Cash Allowances.** All Cash Allowances, totaled in either Document 00405 - Schedule of Unit Price Work, as applicable, and described in the Bid Documents are included in the Total Bid Price.

**Changes in Contract Price Due to Variations in Actual Quantities.** For items quoted in Document 00405 - Schedule of Unit Price Work, the Total Bid Price is based in whole or in part on the Unit Price multiplied by the quantity for each of the items listed. The Contract Price is subject to change due to variation in the actual quantities of each item in the completed Work in accordance with the Contract Documents.

**Alternate Bids.** Alternate Bid work, as described in the Bid Documents, will be performed for an amount added or deducted to the Total Bid Price for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

**Security Deposit.** Included herewith is a Security Deposit in the amount of 5 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

**Period for Bid Acceptance.** This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

**2.0 CONTRACT TIME**

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.

**3.0 ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

#### 4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

- ☐ Document 00405 – Schedule of Unit Price Work, if applicable
- ☐ Document 00411 – Bid Bond (*Form supplied by Bidder*)
- ☐ Document 00420 – Statement of Bidder's Qualifications
- ☐ Document 00423 – Certification to Bidder's Experience & Qualifications
- ☐ Document 00425 – Equipment & Material Suppliers List
- ☐ Document 00429 – Non-Bribery Model Form
- ☐ Document 00460 – Non-Collusion Affidavit

#### 5.0 SIGNATURES:

Bidder: \_\_\_\_\_  
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.\*]

By: \_\_\_\_\_  
[Signature]\*\* [Date]

Name: \_\_\_\_\_  
[Please print or type name] [Title]

Address: \_\_\_\_\_  
[Mailing]

\_\_\_\_\_  
[Street, if different]

Telephone: \_\_\_\_\_  
[Print or type telephone number]

\* *If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.*

\*\* *The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.*

Note: *This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.*

**END OF DOCUMENT**

Document 00405

### SCHEDULE OF UNIT PRICE WORK

This Document, constitutes a Supplement to Document 00310 - Form of Proposal.  
When a Contract is awarded, this Document becomes a supplement to Document 00500 - Form of Agreement  
Between Owner and Contractor.

Base Bid					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures) <sup>1</sup>	UNIT TOTAL (in figures)
1	REM. & DISPOSE OF EXIST. SLUICE GATES & APPUR.	11	EA		
2	PIPE PLUGS AND APPURTENANCES	1	LS		
3	EPOXY GROUT	1	LS		
4	SLUCE GATES (NEW)(STAINLESS STL)	12	EA		
5	MISCELLANEOUS - CONCRETE / REBAR / EPOXY	1	LS		
6	MISC. EQUIP. (EXCAVATOR / LOADER / GENERATOR)	1	LS		
7	MISC. EQUIP. (SERVICE AND REPAIR)	1	LS		
8	PUMP RENTAL & MAINTENANCE (4 PUMPS)	150	DAYS		
9	PUMP FUEL (4 PUMPS)	37,500	GALS		
10	SUBCONTRACTOR (DIVERS)	4	TRIPS		
11	NEW GATEWELL (REINF. CONC.) - Conn. Cell 5 to 2 Ex 36" RCP	1	EA		
12	ALUMINUM STAIR UNITS / LANDINGS / SUPPORT	1	EA		
13	ALUMINUM HANDRAIL	90	LF		
14	STAINLESS STEEL GRATING	128	SF		
15	REMOVE & DESPOSE OF EXISTING 36" DIA. (RCP)	16	LF		
16	NEW 48" RCP (From Cell 5 to 2~36" Exist RCP)	135	LF		
17	NEW 48" DIAMETER PIPE (RCLHPP)	121	LF		
18	NEW 48" DIAMETER BEND (RCLHPP)(45 DEG)	1	EA		
19	NEW 48' DUCK BILL FLAP GATE	2	EA		
20	EXCAVATION (DIKE)	1,831	CY		
21	BACKFILL (DIKE)	1,326	CY		
22	TRENCH EXCAVATION PROTECTION	256	LF		
23	REMOVE EXISTING CONCRETE LINER (4-IN)	368	SY		
24	CONSTRUCT NEW CONCRETE LINER (4-IN)	368	SY		
25	45 DEG. FLARED WINGWALL (REINF. CONC.)	2	EA		
26	HYDROMULCH SEEDING	8,960	SF		
27	TEMPORARY DIKE	3	LS		
28	CEMENT STABILIZED SAND FLEXIBLE BASE	43 50	CY		
29	GRAVEL CONSTRUCTION ENTRANCES EXIT (TYPE 1)	2	EA		
30	TEMPORARY SEDIMENT CONTROL FENCE	1,000	LF		
31	CLEARING AND GRUBBING	1,400	SY		
32	REMOVE AND REPLACE EXISTING CHAINLINK FENCE	300	LF		
33	SAW CUT OF EXISTING 6" CONCRETE SLOPE PROTECTION	184	LF		
34	DEWATERING	1	LS		
TOTAL CONSTRUCTION COST					
35	MOBILIZATION (Maximum 10% of Total Construction Cost)	1	LS		
BIDDER'S TOTAL BID PRICE					
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					



**BIDDER'S TOTAL BID PRICE (Sum of Unit Total Amounts)**

\$ \_\_\_\_\_

Notes:

(1) United States Dollars. In the event of a discrepancy, this column shall govern.

Project: **2020-52 Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir**

Project No. \_\_\_\_\_ Bidder's Signature: \_\_\_\_\_

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

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

**END OF DOCUMENT**

Document 00500

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between CITY OF EDINBURG ("Owner") and \_\_\_\_\_ ("Contractor"). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Replacing eleven sluice gates and appurtenances from gate wells and stand pipes within the Edinburg West WTP reservoir, installation of two 48-inch RCLHP raw water pipe line extensions with reinforced concrete headwalls and Duck Bill Check Vales to interior of reservoir, construction of reinforced concrete gate well with sluice gate, railing, grating, and stair connecting two existing 36-inch RCP and one 48-inch RCP to the installed gate well to the interior of the reservoir.**

### THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2020-1853 Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir**

### ENGINEER

- 3.01 The Owner has retained **Dannenbaum Engineering Company-McAllen, LLC** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Dannenbaum Engineering Company-McAllen, LLC**.

### CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **(Date)**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **(Date)**.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **Substantial Completion / (Date)**
  2. Milestone 2 **Final Completion / (Date)**

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **based on fees below** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

For Contract of Amount			Cost Per Day
\$5,000.00	To	\$25,000.00	<b>\$100.00</b>
\$25,000.01	To	\$100,000.00	<b>\$200.00</b>
\$100,000.01	To	\$500,000.00	<b>\$250.00</b>
\$500,000.01	To	\$1,000,000.00	<b>\$300.00</b>
\$1,000,000.01	To	\$2,000,000.00	<b>\$400.00</b>
\$2,000,000.01	To	\$3,000,000.00	<b>\$500.00</b>
\$3,000,000.01	To	\$4,000,000.00	<b>\$600.00</b>
\$4,000,000.01	To	\$5,000,000.00	<b>\$700.00</b>
\$5,000,000.01	And	Over	<b>\$800.00</b>

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$XX** for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner ~~\$XX~~ for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
  - B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- 4.06 *Special Damages*
- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
  - B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
  - C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. ~~For all Work other than Unit Price Work, a lump sum of \$XX for Alternate 2 and \$XX for Alternate 3 (if applicable).~~  
~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~
  - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work (Base Bid)					
ITEM NO.	Description	EST'D QNTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	REM. & DISPOSE OF EXIST. SLUICE GATES & APPUR.	11	EA	\$	\$
2	PIPE PLUGS AND APPURTENANCES	1	LS	\$	\$
3	EPOXY GROUT	1	LS	\$	\$
4	SLUCE GATES (NEW)(STAINLESS STL)	12	EA	\$	\$
5	MISCELLANEOUS - CONCRETE / REBAR / EPOXY	1	LS	\$	\$
6	MISC. EQUIP. (EXCAVATOR / LOADER / GENERATOR)	1	LS	\$	\$
7	MISC. EQUIP. (SERVICE AND REPAIR)	1	LS	\$	\$
8	PUMP RENTAL & MAINTENANCE (4 PUMPS)	150	DAYS	\$	\$
9	PUMP FUEL (4 PUMPS)	37,500	GALS	\$	\$
10	SUBCONTRACTOR (DIVERS)	4	TRIPS	\$	\$
11	NEW GATEWELL (REINF. CONC.) - Conn. Cell 5 to 2 Ex 36" RCP	1	EA	\$	\$
12	ALUMINUM STAIR UNITS / LANDINGS / SUPPORT	1	EA	\$	\$
13	ALUMINUM HANDRAIL	90	LF	\$	\$
14	STAINLESS STEEL GRATING	128	SF	\$	\$
15	REMOVE & DESPOSE OF EXISTING 36" DIA. (RCP)	16	LF	\$	\$
16	NEW 48" RCP (From Cell 5 to 2~36" Exist RCP)	135	LF	\$	\$
17	NEW 48" DIAIMETER PIPE (RCLHPP)	121	LF	\$	\$
18	NEW 48" DIAMETER BEND (RCLHPP)(45 DEG)	1	EA	\$	\$
19	NEW 48' DUCK BILL FLAP GATE	2	EA	\$	\$
20	EXCAVATION (DIKE)	1,831	CY	\$	\$
21	BACKFILL (DIKE)	1,326	CY	\$	\$
22	TRENCH EXCAVATION PROTECTION	256	LF	\$	\$
23	REMOVE EXIST. CONC. LINER (4-IN)	368	SY	\$	\$
24	CONST. NEW CONC. LINER (4-IN)	368	SY	\$	\$
25	45 DEG. FLARED WINGWALL (REINF. CONC.)	2	EA	\$	\$
26	HYDROMULCH SEEDING	8,960	SF	\$	\$
27	TEMPORARY DIKE	3	LS	\$	\$
28	CEMENT STABILIZED SAND FLEXIBLE BASE	43 14.5	CY	\$	\$
29	GRAVEL CONSTRUCTION ENTRANCE EXIT (TYPE 1)	2	EA	\$	\$
30	TEMPORARY SEDIMENT CONTROL FENCE	1,000	LF	\$	\$
31	CLEARING AND GRUBBING	1,400	SY	\$	\$
32	REMOVE & REPLACE EXISTING CHAINLINK FENCE	300	LF	\$	\$
33	SAW CUT EXISTING 6" CONCRETE SLOPE PROTECTION	184	LF	\$	\$
34	DEWATERING	1	LS	\$	\$
TOTAL CONSTRUCTION COST					\$
3035	MOBILIZATION (Maximum 10% of Total Construction Cost)	1	LS	\$	\$
BIDDER'S TOTAL BID PRICE					\$
In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.					

- C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- D. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment). \$ \_\_\_\_\_.
- E. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25<sup>th</sup>** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of the value of the Work completed (with the balance being retainage).

If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **[number]** percent per annum.

**CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of **(Number of Sheets)** sheets with each sheet bearing the following general title: **Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir**.
  - 7. Addenda (numbers 1 to 2, inclusive).
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.



- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and

of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **(Month) (Date), (Year)** (which is the Effective Date of the Contract).

Owner:

City of Edinburg

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

City of Edinburg

415 W. University Drive

Edinburg, TX 78539

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

*(If City of Edinburg is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

*(If (Contractor Name) is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

Email:

License No.:

*(where applicable)*

State:

\_\_\_\_\_

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## SECTION 02140 DEWATERING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Responsibilities and execution for dewatering of excavations for channels, structures and pipelines.
- B. Related Sections include but not necessarily limited to:
  - 1. Division 0 – Bidding Requirements, Contract Forms, and Conditions of the Contract.
  - 2. Division 1 – General Requirements.
  - 3. Division 2 – Site Construction.

#### 1.2 QUALITY ASSURANCE

- A. Contractor Qualifications:
  - 1. The Contractor shall employ a specialty dewatering subcontractor with experience in the field of large dewatering system design, installation, operation, and maintenance. The Contractor shall document successful completion of at least five (5) projects in soils and ground water conditions similar to the project.
  - 2. The Contractor's dewatering system shall be designed by a Texas Licensed Professional Engineer experienced in the design, installation, and operation of dewatering systems. The design shall acknowledge the type of excavation and support system proposed for the project.

#### 1.3 SYSTEM DESCRIPTION

- A. Dewatering consists of the design, furnishing, installation, operation, maintenance, monitoring, reporting, and removal of a dewatering system(s) to achieve completion of all work performed under this Contract without damage to adjacent improvements and materials.
- B. The Contractor shall provide, operate, and maintain groundwater control systems for the construction of the Project as required. The groundwater control systems shall be adequate to keep excavations free from water and in a hydrostatically-controlled condition during construction, and shall dewater and dispose of the water so as not to cause injury to public or private property, cause a nuisance or a menace to the public, or adversely impact the water quality of the local streams or water bodies.
- C. During all subsurface work, the Contractor shall keep excavations free of water and control surface runoff so as to prevent entry or collection of water in excavations or in other isolated areas of the site. The dewatering system shall include any deep wells, wellpoints, sumps, and other equipment, appurtenances, and related earthwork necessary to perform the function.
- D. Before installation of dewatering systems, Contractor shall submit the method, installation and details of the dewatering system proposed to be used to the Engineer for review.
- E. Review by the Engineer of the method, installation, and operation and maintenance details submitted by the Contractor shall not in any way relieve the Contractor from full responsibility for errors therein or from the entire responsibility for complete and adequate design and performance of the system in controlling the water level and hydrostatic pressures in excavated areas. The Contractor shall be solely responsible for proper design, installation, proper operation, maintenance, and any failure of any component of the dewatering system for this Contract.

- F. Direct point discharges from dewatering operations to area tributaries are prohibited. After appropriate treatment the water may be released through treatment features to surrounding water conveyance features or facilities. All proposed discharges shall be approved by the Owner.
- G. The selection of dewatering wells, sumps, subsurface drains, and the configuration of dewatering systems shall be a Contractor responsibility. Provisions described in this specification shall govern the performance aspects of the dewatering systems designed and selected by the Contractor.

#### **1.4 SUBMITTALS**

- A. See Section 01330.
- B. Drawings and complete design data showing methods and equipment proposed to be utilized in dewatering.
- C. As a minimum, submit the following for each dewatering system utilized:
  - 1. Drawings indicating the location and size of deep wells, observation wells, wellpoints, sumps, vacuum headers, flow rate meters, discharge lines, means to clarify discharge water before it reaches adjacent creeks, and any other groundwater control system component.
  - 2. Capacities and details of pumps, prime movers, and standby equipment.
  - 3. Design calculations proving adequacy of system and selected equipment.
  - 4. Detailed description of the dewatering schedule, operation, maintenance and well abandonment procedures, if wells are used.
  - 5. Projected drawdown in wells with elevations, if wells are used.
  - 6. Plan view drawing indicating estimated zone of influence with groundwater elevations, if wells are used.
  - 7. Detailed description of methods for controlling settlement of existing utilities and structures.
  - 8. Estimated dewatering system discharge flow rate.
- D. Coordinate and submit dewatering plan concurrent with submittals specified in Section 02165.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Sumps:
  - 1. The Contractor shall size sumps such that they maintain excavations in a dewatered condition.
  - 2. Contractor shall size sump pumps and all piping to remove all anticipated groundwater and stormwater runoff.
  - 3. Sumps shall handle any leakage through the temporary shoring walls.
- B. Standby Equipment:
  - 1. Maintain on site sufficient equipment and materials for necessary modifications and to ensure continuous and successful operation of the dewatering and monitoring systems.
  - 2. Provide one hundred percent standby electrical generating capacity with automatic switching from lien to generator, including all safety features to prevent back-feeding the electrical supply system.
- C. Dewatering Effluent Piping:
  - 1. PVC pressure rated pipe.
    - a. ASTM 2241 or ASTM D1785 Schedule 40 (minimum).

## **PART 3 - EXECUTION**

### **3.1 PERFORMANCE AND DESIGN REQUIREMENTS**

#### **A. General:**

1. Contractor shall maintain dewatering system such that it is in continuous operation without any interruptions due to groundwater.
2. Dewatering water shall not be discharged directly into surface water bodies. The Contractor shall provide at a minimum a sediment/clarification basin(s) before allowing water to flow overland to adjacent creeks. The Contractor shall submit location, size and layout of basin(s) for review.
3. Supply a separate electrical service for dewatering and dedicate it solely to the operation of the dewatering systems.
4. Maintain water levels a minimum of 2 feet below the bottom of all excavations at all times and under all conditions, except for rainfall events that cause general flooding in the project area.
5. Keep excavations free of water during excavation, construction of structures, installation of pipelines, placing of materials described in Sections 02200 and 02317.
6. Control runoff from groundwater seeps so as to prevent entry or collection of water in excavations or in other isolated areas of the site.
7. The dewatering system will include any sumps, deep wells, well points, pumps, and other equipment, appurtenances, and related earthwork necessary to perform the function.
8. Design and operate dewatering systems so as to prevent removal of the in-situ soils.
9. Do not start dewatering prior to the Engineer's review and acceptance of the method, installation, and details of the proposed dewatering system.

### **3.2 INSTALLATION**

#### **A. Sumps:**

1. Construct sumps to maintain excavations in a dewatered condition.

#### **B. Well development:**

1. Develop all wells and wellpoints after installation to remove fines from drilling and construction activities.

#### **C. Dewatering system protection and dewatering effluent pipelines:**

1. Protect all dewatering wells throughout construction.
2. Wells and dewatering effluent pipelines damaged prior to end of construction shall be reinstalled and redeveloped at no additional cost to the Owner.

#### **D. Maintain excavations in a dewatered condition continuously and without interruptions:**

1. Dewatering will be a continuous operation.
2. Do not shut down dewatering systems between shifts, on holidays, or weekends, or during work stoppage without written permission from the Engineer.

### **3.3 FIELD QUALITY CONTROL**

#### **A. General:**

1. Monitor dewatering effluent daily for visual signs of contamination.

#### **B. Dewatering Wells:**

1. Record and make available to the Engineer on a daily basis:
  - a. The location and number of dewatering wells and sump pumps in operation.
  - b. Total flow indicated on the flow meters.
  - c. The rate of flow at the time of the recording.
2. Consistency is an important factor in ensuring that water level data are accurate; therefore, assign and make known to the Engineer specific member(s) of workforce responsible for collecting and reporting the required information.



- C. Perform any additional testing or monitoring as necessary to assure provision of a properly functioning dewatering system.
  - 1. The Contractor shall establish horizontal and vertical control survey points (movement measurement points) at the locations shown on the Drawings.
  - 2. Perform a baseline survey of these structure monitoring points before the start of dewatering operations.
  - 3. On a weekly basis and until dewatering operations are completed perform survey measurements and submit to the Engineer/Owner.

### **3.4 DEMOBILIZATION**

- A. Upon written authorization of the Engineer, remove all dewatering system elements with the exception of those observation wells so designated by the Engineer

**END OF SECTION**

**SECTION 02717**  
**FLEXIBLE BASE COURSE**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Foundation course of flexible base and/or crushed stone.

**PART 2 - PRODUCTS**

**2.1 FLEXIBLE BASE COURSE**

- A. Argillaceous limestone, calcareous or calcareous clay particles with or without stone, conglomerate, gravel, sand or other granular materials.
- B. Types "A, B, or C", Grades 1 through 3, conforming to Item No. 247, of the Texas Department of Transportation Standard Specifications, 2004 edition.
- C. Plasticity index (PI) of twelve (12) maximum and five (5) minimum.
- D. The source of the material shall be approved by the OWNER.
- E. Sampling and testing shall conform to the specifications.
- F. Stones greater than three (3) inches in any direction shall be removed from the street during construction.

**PART 3 - EXECUTION**

**3.1 APPLICATION OF FLEXIBLE BASE COURSE**

- A. Flexible base material shall be placed on the approved sub-grade in course not to exceed eight (8) inches compacted lifts. The CONTRACTOR is responsible for ensuring that the required amount of materials is delivered and uniformly spread and shaped. All material shall be moved from the place where it is dumped by cutting in windrows. Once material has been cut into windrows, it shall then be sprinkled, spread and shaped, and rolled in proper sequence to prevent segregation and as necessary for required compaction.
- B. Surface upon completion shall be smooth and in conformity with typical section and to the established lines and grades. Any deviation in excess of 1/4-inch in cross section and in length of sixteen (16) feet measured longitudinally shall be corrected. All irregularities, depressions, or weak spots shall be corrected.
- C. Flexible base shall be compacted to an apparent dry density of not less than ninety-eight percent (98%) of the maximum dry density as determined in accordance with the Texas Department of Highways and Public Transportation Specifications, 1982; Test Method TEX 113-E. Tests for density will be made within twenty-four (24) hours after compaction operations are completed. Testing shall be requested by the CONTRACTOR. If the material fails to meet the density specified, it shall be reworked as necessary to meet the density required. The moisture shall not be more than three percent (3%) above or below the optimum. The base surface shall be kept moist until it is ready to be sealed. The density and moisture may be re-tested if not sealed when it is cured.

- D. Should the base course, for any reason or cause, lose the required stability, density or finish before the surface is completed the CONTRACTOR shall be responsible, at his expense, to re-compacted, refinished, and retested.

**END OF SECTION**

## 06350

### LIME AND LIME SLURRY

**6350.1. Description.** This Specification establishes requirements and test methods for hydrated lime, commercial lime slurry, carbide lime slurry, and quicklime.

**6350.2. Units of Measurements.** The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

**6350.3. Definitions.**

- A. Hydrated Lime**—Hydrated Lime is a dry powdered material consisting of calcium hydroxide.
- B. Commercial Lime Slurry.** Commercial Lime Slurry is a liquid mixture of hydrated lime solids and water delivered to a project in slurry form.
- C. Carbide Lime Slurry.** Carbide Lime Slurry is a hydrated lime slurry produced as a by-product of the generation of acetylene, and delivered to a project in slurry form. Carbide lime slurry must meet the non-hazardous recyclable material requirements in DMS-11000.
- D. Quicklime.** Quicklime is a dry material consisting of calcium oxide. Quicklime may be furnished in either of two grades:
  - Grade DS is a grade of “pebble” quicklime suitable for either dry placing or for use in the preparation of slurry for wet placing.
  - Grade S is finely graded quicklime for use only in the preparation of slurry for wet placing.

**Note**—Apply lime as noted in the governing specifications.

**6350.4. Quality Monitoring Program.** DMS-6330 governs the Lime Quality Monitoring Program (LQMP) pre-qualification requests, pre-qualification requirements, quality monitoring requirements, disqualification, re-qualification, and sampling of lime sources. Only products in the LQMP will be allowed on Department projects.

**6350.5. Material Producer List.** The Materials & Pavements Section of the Construction Division (CST/M&P) maintains a material producer list of products conforming to the procedures and requirements of the LQMP. Materials are listed on the MPL entitled “[Lime.](#)”

**6350.6. Sampling and Testing.** Sample and test lime in accordance with Tex-600-J.

## 6350.7. Material Requirements.

### A. Chemical Requirements.

Table 1  
Chemical Requirements

	Hydrated Lime	Commercial Lime Slurry	Quicklime	Carbide Lime Slurry
Total “active” lime content, % by wt.	90.0 Min	87.0 Min		87.0 Min.
Unhydrated lime content, % by wt. CaO	5.0 Max		87.0 Min.	
“Free Water” content, % by wt. H <sub>2</sub> O	5.0 Max			

### B. Physical Requirements.

Table 2  
Physical Requirements

	Hydrated Lime	Commercial Lime Slurry	Quicklime	Carbide Lime Slurry
<b>Wet Sieve Requirement, As % by Weight Residue:</b>				
Retained on No. 6 sieve	0.2 Max.	0.2 Max.	8.0 Max <sup>1</sup>	0.2 Max.
Retained on No. 30 sieve	4.0 Max.	4.0 Max.		4.0 Max.
<b>Dry Sieve Requirement, As % by Weight Residue</b>				
Retained on a 1-in. sieve			0.0	
Retained on a 3/4-in. sieve			10.0 Max.	
Retained on a No. 100 sieve			Grade DS – 80% Min. Grade S – no limits	
Retained on No. 6 sieve	0.2 Max.		8.0 Max. <sup>1</sup>	

1. The amount of total “active” lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0% by weight of the original quicklime.

**END OF SECTION**

**Document 06620**  
**FIBERGLASS GRATING**

**PART 1 GENERAL**

**1.01 DESCRIPTION**

A. Scope

1. The Contractor shall furnish all labor, materials, equipment, and incidentals required to provide a complete installation, including anchorage and structural supports.
2. Grating shall be fiberglass non-skid industrial grating as shown on the drawings. All grates shall be designed for 150-pound per square foot with a minimum of 4 to 1 safety factor point live load at the center of the longest span. The maximum allowable deflection with a live load shall be less than 0.25 inches.

**1.02 MEASUREMENT AND PAYMENT**

- B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

**1.03 SUBMITTALS**

- A Manufacturer shall submit detailed layout drawings showing frames, supports and openings and product data for Engineer's review prior to fabrication.
- C. Manufacturer shall detail entire grate and support system including structural members as deemed necessary for proper performance.

**PART 2 - PRODUCTS**

**2.01 MANUFACTURERS**

- A Fabricator
- B Company specializing in grates and support structures with minimum 5 year documented experience.

**2.02 MATERIALS**

- A Mechanical fasteners including anchor bolts shall be manufactured from 316 stainless steel.
- B Grates shall be located and mounted at the elevations as shown on plans.
- C Fiberglass grating shall meet the following criteria:

1. Solid molded fiber reinforced plastic structure with minimum glass content of 60 percent by weight.
2. Resin: Premium grade polyester with ultraviolet inhibitor.
3. Maximum spacing for bearing bars: 1 ½ in. o.c. maximum.
4. Main bars and cross bars: Smooth and uniform with no evidence of fiber orientation irregularities, interlaminar voids, porosity, resin rich or resin starved areas.
5. Maximum flame spread: Class 1 rating of 25, ASTM E 84; self-extinguishing, ASTM D 635; maximum average rate of burning, 0.08 in. per min., ASTM D 757.
6. Color: Safety Yellow.
7. Exposed horizontal fiberglass shall have non-skid molded or embedded aggregate.
8. Thickness of grating shall be a minimum of 1 ½ in.
9. Surface of grating shall be wear-resistant, silica textured surface.
10. Provide openings and holes as required. Edge band all edges and openings.
11. Attach grating to support system. Use corrosion resistant clips and bolts.

### **PART 3 - EXECUTION**

#### **3.01 SHIPPING:**

- A. Grate(s) shall be sufficiently protected during shipping to prevent surface dents, scratches or other visible defects.

#### **3.02 INSTALLATION:**

- A. All components shall be installed in accordance with approved shop drawings. Contractor shall strictly adhere to manufacturer's recommended installation procedures. No wedges or shimming devices shall be permitted.

**END OF SECTION**