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**SIGLER, WINSTON, GREENWOOD
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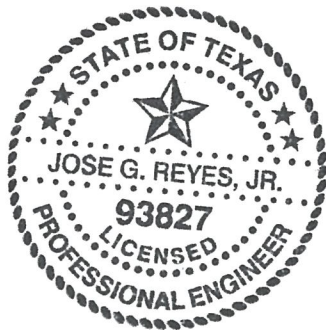
Addendum No. 1

February 13, 2019

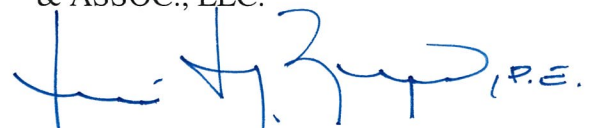
SWG Project No. 18-104

**CIVIL SITE IMPROVEMENTS AT HARLINGEN HIGH SCHOOL, CANO ACADEMY,
STEM² ACADEMY & BOGGUS STADIUM**
Bid Opening: Friday, March 1, 2019 @ 2:00 PM

- 1.) Please replace bid proposal form with the revised bid proposal attached.
- 2.) Please replace Special Provisions with the one attached.
- 3.) Please replace the Comprehensive Standard Form of Agreement with the one attached.
- 4.) Please replace Instructions to Bidders with the one attached.
- 5.) Please incorporate into the contract documents the Fence Specification hereby attached.
- 6.) Plan sheets: 3, 4, 7, 8, 9, 10 & 15 were replaced.



Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.


Jose Reyes, P.E.

Bid Proposal

REVISED: FEBRUARY 13, 20019

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Harlingen C.I.S.D
Attn: Kimberly Anderson, Purchasing Director
407 N. 77 Sunshine Strip
Harlingen, Texas

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or

subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder 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 Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has thoroughly reviewed bidding, documents, and does not anticipate any conflicts or change order. If the contractor looks for work items to add to the original scope of work at a later time in order to achieve the lowest possible base bid price, and then adds work items and fees once the contractor has been hired for the work: This is an exploitative practice, and a cause for contract termination.
- C. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
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;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit price(s) bid in the Bid Proposal as follows:

Item No.	Description	Qty.	Unit	Unit Price	Item Total
<u>Harlingen High School Improvements</u>					
1.	2" HMAC (TY D)	320	sy	_____	_____
2.	Prime Coat (MC-30) (0.2 Gal/SY)	64	gal	_____	_____
3.	8" Compacted Flexible Base	370	sy	_____	_____
4.	10" compacted subgrade	370	sy	_____	_____
5.	Tensar Triax Tx 140 Geogrid	370	sy	_____	_____
6.	Compacted Fill	260	sy	_____	_____
7.	Cut Existing Grade	75	sy	_____	_____
8.	24" Curb & Gutter w/fibrous reinforcement	286	lf	_____	_____
9.	2 ft wide reinforced valley gutter w/fibrous reinforcement	10	sy	_____	_____
10.	5 ft wide reinforced valley gutter w/fibrous reinforcement	13	sy	_____	_____

2018/2019 Harlingen C.I.S.D.
 Civil Site Improvements at Harlingen High School,
 Cano Academy, STEM² Academy & Boggus Stadium

11.	Ada Handicap Ramp	3	ea	_____	_____
12.	18" RCP Pipe	38	lf	_____	_____
13.	15" RCP Pipe (complete with headwall and concrete collar)	4	lf	_____	_____
14.	Safety End Treatment	2	ea	_____	_____
15.	Regrade existing swale	1	ls	_____	_____
16.	24" Wide Sidewalk Drain	1	ea	_____	_____
17.	4' Wide Reinforced Concrete Sidewalk	652	sy	_____	_____
18.	6" Wide Concrete retaining Wall (Complete with handrails)	1	ls	_____	_____
19.	Drainage Channel and Regrading (Complete)	1	ls	_____	_____
20.	Remove Existing Curb & Gutter	40	lf	_____	_____
21.	Remove and Relocate Existing wooden Posts with wire	1	ls	_____	_____
22.	Remove and Replace existing Concrete Headwall	1	ls	_____	_____
23.	Do not enter Sign	1	ea	_____	_____
24.	Stop Sign	1	ea	_____	_____
25.	Thermoplastic directional arrows	2	ea	_____	_____
26.	Site Grading	1	ls	_____	_____
27.	Erosion & Sediment Control Plan	1	ls	_____	_____

Harlingen High School

(Figure)

Cano Academy Improvements

28.	2" HMAC (TY D)	795	sy	_____	_____
29.	Prime Coat (MC-30) (0.2 Gal/SY)	133	gal	_____	_____
30.	8" Compacted Flexible Base	956	sy	_____	_____
31.	10" Compacted Subgrade	956	sy	_____	_____
32.	Tensar Triax Tx 140 Geogrid	956	sy	_____	_____

2018/2019 Harlingen C.I.S.D.
 Civil Site Improvements at Harlingen High School,
 Cano Academy, STEM² Academy & Boggus Stadium

33.	24" Curb & Gutter w/fibrous reinforcement	453	lf	_____	_____
34.	3 Ft wide reinforced valley gutter w/fibrous reinforcement	258	sy	_____	_____
35.	2 Ft wide reinforced valley gutter w/fibrous reinforcement	23	sy	_____	_____
36.	Striping (thermoplastic)	1	ls	_____	_____
37.	ADA Handicap Ramp with Sidewalk	4	ea	_____	_____
38.	Install 24' Manual Sliding Gate (Complete In Place)	1	ea	_____	_____
39.	Install 32' Manual Sliding Gate (Complete In Place)	1	ea	_____	_____
40.	5' Pedestrian gate	2	ea	_____	_____
41.	5' Wide Reinforced Concrete Sidewalk	249	sy	_____	_____
42.	Remove and replace existing gate pedestrian access	1	ls	_____	_____
43.	Remove Existing Sidewalk	75	lf	_____	_____
44.	Remove Existing Curb & Gutter	250	lf	_____	_____
45.	Relocate Student Drop Off Sign	1	ea	_____	_____
46.	Adjust Water Valve	3	ea	_____	_____
47.	Adjust Electrical Box	1	ea	_____	_____
48.	Adjust irrigation valve	1	ea	_____	_____
49.	ADA Sign	1	ea	_____	_____
50.	Stop Sign	1	ea	_____	_____
51.	Do Not Enter Sign	1	ea	_____	_____
52.	1 ½" Dia. SCH 40 Elec. Conduits (underground)	620	lf	_____	_____
72.	Thermoplastic Directional Arrows	2	ea	_____	_____
54.	Concrete Apron	1	ls	_____	_____
55.	Site Grading	1	ls	_____	_____
56.	Traffic Control plan	1	ls	_____	_____
57.	Erosion & Sediment Control Plan	1	ls	_____	_____

Cano Academy

(Figure)

STEM² Academy Improvements

58.	5' Wide Reinforced Concrete Sidewalk	162	SY	<hr/>	<hr/>
59.	ADA Handicap Ramps	1	EA	<hr/>	<hr/>
60.	Site Grading	1	LS	<hr/>	<hr/>
61.	Erosion & Sediment Control Plan	1	LS	<hr/>	<hr/>
62.	Traffic Control Plan	1	LS	<hr/>	<hr/>

STEM² Academy

(Figure)

Boggus Stadium Improvements

63.	8" PVC SD-35 Sanitary Sewer Line	200	LF	<hr/>	<hr/>
64.	48" Fiberglass Manhole	3	EA	<hr/>	<hr/>
65.	Remove and Discard Existing Manholes	3	EA	<hr/>	<hr/>
66.	Remove and replace concrete apron (3' Wide)	50	LF	<hr/>	<hr/>
67.	Remove and replace concrete sidewalk (3' wide)	18	LF	<hr/>	<hr/>
68.	Remove and replace exiting chain link fence	1	LS	<hr/>	<hr/>
69.	Erosion & Sediment Control Plan	1	LS	<hr/>	<hr/>
70.	Existing Sanitary Sewer Line to be plugged and abandoned in place	1	EA	<hr/>	<hr/>
71.	Site Preparation	1	LS	<hr/>	<hr/>
72.	Trench and Shoring protection (for trenches deeper than 5')	1	LS	<hr/>	<hr/>
73.	Sanitary System Investigation	1	LS	<hr/>	<hr/>

Boggus Stadium Improvements

(Figure)

74.	Contingency (Is made a part of the Base Bid)	1	LS	<u>\$30,000.00</u>	<u>\$30,000.00</u>
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Harlingen C.I.S.D. Base Bid Total:

_____ (Figure)

_____ (Words)

_____ (Words)

Alt.1 Cano Academy

***Gate construction shall be a part of both alternate pricing**

A.)	Remove existing 4' fence	800	If
B.)	6' Black vinyl coated chain link fence	800	If

Harlingen C.I.S.D. Project Total w/Alternate 1:

_____ (Figure)

_____ (Words)

_____ (Words)

Alt.2 Cano Academy

***Gate construction shall be a part of both alternate pricing**

A.)	Remove existing 4' fence	800	If
B.)	6' Aluminum ornamental picket fence	800	If

Harlingen C.I.S.D. Project Total w/Alternate 2:

_____ (Figure)

_____ (Words)

_____ (Words)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder hereby agrees to commence work under this contract within 10 calendar days after Notice to Proceed is issued and complete the work within 90 calendar days. Due consideration for extension of time caused by inclement weather will be provided upon engineer's approval. As stipulated damages for such delays, the Harlingen C.I.S.D. may withhold permanently from the contractor the sum of \$1,000.00 per day for each day beyond the agreed completion time.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Bid security
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with Supporting Data; refer to Article 3.02 of the Instructions to Bidders "Relevant Experience to Project".
- H. Certificate of Insurance Available in S.C. 5.04

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in TEXAS is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. *[Ifjajaj applicable]*

SPECIAL PROVISIONS

Specifications which Apply

All work under this contract shall conform to the requirements of these specifications.

In cases where the standard specifications are in conflict with either Plans and Specifications or the Special Provisions, the order of supersedence shall be Special Provisions, Specifications and Plans.

All labor, materials, equipment, supervision and other services required for this construction will be furnished in accordance with plans and specifications as prepared by the Owner.

All work to be performed in close association with project Owner / designer. Before civil, site improvements proceed, verify locations with the District Operation's staff.

Harlingen CISD along with their Consultant personnel have delineated work areas and access routes. Any damaged property not otherwise mentioned within plans or specifications to be installed, shall be the responsibility of the contractor (product and installation) as approved by District personnel.

Contractor will not be allowed use of existing bathrooms and will provide for his personnel's needs through the lease / rental of portable bathroom units at his own expense. The location / placement of these units will be mutually agreed to by Owner and Contractor prior to placement.

Security Measures

A contractor's superintendent shall be on the job at all times that construction workers are present at the construction site. All construction personnel shall wear safety vests, hard hats and appropriate footwear protection at a minimum. Other personal injury protection gear may be required to perform duties on site and will be the responsibility of the General Contractor as well as the sub-contractors. Use or storage of explosives or other volatile materials on this site is expressly forbidden.

Additionally, selected contractor will follow the District's security procedures by requiring all his/her personnel working on any campus sites to be properly badged/ identified at all times after successfully being cycled through the State's Raptor ID system.

Testing

The Owner reserves the option of testing any and all materials used in this construction. All testing will be made by an independent laboratory designated and paid by the Owner, unless

otherwise stated in the specifications of the items to be tested. Any costs associated with retesting of materials shall be the responsibility of the contractor as required by the District. Any construction materials not meeting specifications may be rejected at contractor's expense or may be accepted by the District provided an appropriate deduction is granted and agreed upon by the Owner. District personnel must be notified 24 hours in advance of materials testing.

Schedule and Sequence of Construction

The Contractor shall, prior to beginning work, prepare and submit a proposed schedule of work to the Owner for his approval, as required. Work schedule to be planned in coordination with District personnel and performed such that minimal interference to District staff and students occurs. Recommended construction hours are between 7:00 am and 5:00 pm.

Utilities

Contractor to provide for his own utility requirements. Directional bores will not begin until adequate and reasonable measures have been made to determine existing underground utilities. This will require coordination with local utilities and District personnel.

Building Permit and Taxes

A building permit may be required for the construction of this project and will be the responsibility of the General Contractor.

Material Deliveries

District Operation staff shall explain how material deliveries are to arrive and where materials and workman tool boxes may be stored at the pre-construction meeting. At no time will District personnel be responsible for accepting materials that the contractor has ordered or is responsible for providing.

Inspection of Work

The Owner will provide sufficient competent personnel, together with its Consultants, working under the supervision of a qualified Architect/Engineer, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the specifications. Contractor will be responsible for payment of City inspection personnel if major work related issues are schedule outside of the

normal business hours, as is required by the City of Harlingen. Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished work.

The Architect / Engineer and Owner and their representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Architect's/Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner / Consultant timely notice of its readiness for inspection. Inspections by the Consultant shall be made promptly and where practicable at the source of supply. If any work should be covered up without approval or consent of the Architect/ Engineer, it must be uncovered at the Contractor's expense, unless the Consultant has unreasonably delayed inspection.

Re-examination of the work may be ordered by the Owner and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract documents, the contractor shall pay such cost.

Changes in the Work

The Owner may make changes in the Drawings and Specifications or scheduling of the Contract within the general scope at any time by a written order. If such changes add to or deduct from the contractor's cost of the work, the Contract shall be adjusted accordingly. All such work shall be executed under the conditions of the original Contract. In giving instructions, the Owner shall have authority to make minor changes in the work not involving cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

Competency of Bidders

The Bidder must be capable of performing each of the various items of work bid upon. Upon request, the successful Bidder shall submit a complete statement of his financial resources and his previous experience in similar work.

Guarantee of Work

All workmanship, equipment and materials, furnished or installed by the Contractor shall be guaranteed for a period represented in the applicable specification of system in question against faulty workmanship or defective materials. The warranty period shall begin on the date of substantial completion and acceptance of the project by the Owner and extend for a minimum period of 365 days thereafter. Warranty periods on punch list items shall begin when items are approved as corrected.

Maintenance Support

Within ten days of the date of Substantial Completion of the project, deliver to the Owner two (2) copies of the manufacturer's printed instructions regarding care and maintenance of equipment / systems.

Final Clean-Up

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the site of the work all brush, trash, surplus and discarded materials, temporary services, materials and debris of every kind. The Contractor shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Waste materials removed from the site shall be disposed of at locations satisfactory to the project designer and shall be considered incidental to the bid.

Correction of Work before Final Payment

The Contractor shall promptly remove from the premises all materials and work condemned by the Owner/Consultant as failing to meet Contract requirements, whether incorporated in the work or not. The contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making "good" all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not take action to remove such condemned materials and work within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay the Contractor any net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor.

Project Description, Products and Installation

The proposed work will take place at Harlingen High School, Cano Freshman Academy, STEM² and Boggus Stadium campuses. The proposed improvements are exterior site improvements. The major items are stated within the specifications and described upon the attached plan sheets.

In general, the contractor shall provide and install roadway base materials and surfacing, concrete sidewalks, fencing, gates, curbs/ gutters, pavement markings, railing along with other required components and items to fulfill the intent of the described improvements. District personnel will assist with marking of underground utilities as necessary. It will be the contractor's responsibility to repair any underground utilities punctured/ severed during these construction activities. These repairs shall be done in a timely manner. Be advised that electrical, gas, data, water and sewage lines serving the campuses are essential to every day campus operations and damage to any of these utilities needs to be repaired immediately and without pause.

All prospective contractors are encouraged to visit the sites in order to properly gauge the proposed improvements. It is expected that the contractor will work closely with the Owner as the improvements are planned and construction activities progress.

These improvements shall include all components and accessories required to provide a complete, operational and cleanly finished installation. Work shall be substantially completed by June 27, 2019.

COMPREHENSIVE STANDARD

FORM of AGREEMENT

Between

HARLINGEN CONSOLIDATED

INDEPENDENT SCHOOL

DISTRICT

and CONTRACTOR

COMPREHENSIVE STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND CONTRACTOR

This Agreement is entered into between the *Owner*, Harlingen Consolidated Independent School District, 1901 North 77 Sunshine Strip, Harlingen, Texas 78550, and the *Contractor*, _____, for the following Project dated _____. This Project is described as: **Civil Site Improvements at Harlingen High School, Cano Freshman Academy, STEM² Academy & Boggus Stadium.**

The Owner and Contractor agree as follows:

A. The Contract documents consist of the following:

1. This Comprehensive Standard Form of Agreement Between Harlingen Consolidated Independent School District (Owner) and _____ (Contractor) (*hereinafter referred to as the Standard Form*).

2. The Standard Form of Agreement between Owner and Contractor Where the Basis of Payment is a Stipulated Sum, Standard Form of Agreement Between Owner and Contractor,

which is attached hereto (*hereinafter referred to as the "Agreement"*) and as modified in this Standard Form.

3. The general conditions of the Contract for Construction, Standard General Conditions of the Construction Contract, which is attached hereto and as herein modified and amended (*hereinafter referred to as the "General Conditions"*).

4. Supplementary and Other Conditions which may be agreed to in writing.

5. The drawings and specifications.

6. Addenda issued prior to execution of this Agreement.

7. Other documents listed in this Standard Form or in the Agreement and modifications issued after execution of the Standard Form, when agreed to by both parties.

These form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

B. Modifications and Supplementary Agreements to the Agreement.

The following supplements, modify, change and delete from or add to the **General Conditions** of the Contract for Construction. Where an article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

Article 2: Preliminary Matters.

Add; In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better

quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Add; "The Contractor shall comply with Federal and State Regulations to verify use of only "lead free" and "asbestos free" materials."

Note; References to the words "mechanic's lien rights" shall be replaced with the words "bond claims".

Article 5: Insurance and Bonds

Add; The insurance required shall be written for not less than any limits of liability indicated below.

1. a. Workmen's Compensation-
Statutory
- b. Employer's Liability
 \$300,000.00
2. Comprehensive General
Liability
 - a. Bodily Injury:
Each Occurrence \$300,000.00
Aggregate \$600,000.00
 - b. Property Damage:
Each Occurrence \$500,000.00
Aggregate \$500,000.00
- or -
- c. Combined Coverage
Limit \$1,000,000.00
3. Automobile Liability

- a. Bodily Injury:
Each Person \$500,000.00
Each Occurrence \$500,000.00
- b. Property Damage:
Each Occurrence \$250,000.00
- or -
- c. Combined Coverage
Limit \$750,000.00

- 4. Independent Contractor's
Liability - Same limit as #2
above.

- 5. Products and Completed
Operations - Same limits as #2
above, commencing with
issuance of final certificate of
payment and remaining in
effect for one (1) year.

- 6. Property Damage Liability
Insurance will provide X, C
and U coverage, as applicable.

- 7. Umbrella Excess Liability -
\$1,000,000.00.

Add;

Furnish one copy of certificates herein required for each copy of the agreement; specifically set forth evidence of all coverage required.

Modify; Workers' Compensation Insurance Coverage.

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 paragraph 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 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 the 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 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 contract 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 perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for 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.

L. Contractor indemnifies Owner from any and all loss including court costs, expenses and attorney's fees incurred by Owner in defending or paying any claim arising against Owner which would have not arisen or would have been covered by worker's compensation insurance except for Contractor's failure to insure that persons providing services on the project were insured as required by this section.

Add:

The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, Sub-Contractors and Sub-Subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and

malicious mischief. If not covered under the All Risk Insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off of the site or in transit when such portion of the Work are to be included in an application for payment. If this insurance is written with stipulated amounts deductible under the terms of the policy, the contractor shall pay the difference attributable to deductions in any payments made by the insurance carrier or claims paid by this insurance.

Add:

Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverage required.

Add:

CONTRACT SECURITY.
Performance and Payment Bonds shall be required for all work where the Contract exceeds \$25,000.00. After award of contracts by Owner, the successful Bidder, at Bidder's expense, must deliver to the Owner an executed Performance and Payment Bond in an amount of 100% of the acceptable bid as security for the faithful performance of the Contract and payment of all persons performing

labor and furnishing materials in connection with this Contract. Bonding Company must be licensed, listed, and approved in the State of Texas (State Board of Insurance). Bonding Company shall provide such other information as necessary to document net worth, stability, total bonding capacity, and projects under coverage, etc., with adequate financial capacity for this Project. If the Contract sum exceeds the underwriting limitation of the Surety on the most recent list of acceptable sureties, the Contractor shall provide the Owner with evidence that the excess is protected by re-insurance or co-insurance in a form and amount acceptable to the Owner. Such bonds shall meet the requirements of Chapter 2253 of the Texas Government Code or as subsequently amended.

Add; Antitrust Violations:

“Vendors (Contractor) hereby assigns to purchase (Owner) any and all claims for overcharges associated with the contract (Contract) which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973)”.

Article 6: Contractor’s Responsibilities

Add;
The Contractor expressly recognizes that the Architect does not owe him any duty to supervise or direct his work as to protect the Contractor from

the consequences of his own acts or omissions.

Add; The Contractor shall certify in writing that no materials used in the work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under Section 01700, Contract Closeout.

Add; Smoking, including e-cigarettes (vapor type) and chewing of tobacco products is prohibited in enclosed new construction.

Add; No glass bottles shall be brought on the construction site or Owner’s property by any construction personnel.

Add; Prior to commencement of the work, Contractor shall provide Owner and Architect with a resume of the Superintendent. Within seven (7) days of Owner and Architect’s receipt of the Superintendent’s resume, Owner or Architect may object in writing to the selection of the Superintendent. Contractor shall substitute a Superintendent replacement acceptable to Owner and Architect upon receipt of the Objection. At any time during

construction, Owner or Architect may request in writing replacement of the Superintendent. The Contractor shall replace the Superintendent within ten (10) days of receipt of such written request.

Article 9: Engineer's Status

Add; If the employment of the Architect is terminated, the Owner shall employ a new Engineer whose status under the Contract documents shall be that of the formal Engineer.

Add; The Engineer may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Engineer's Representative may have allowed work not in accordance with the Contract Documents shall not prevent the Engineer from insisting that the faulty work be corrected to conform with the Contract Documents and the Contractor shall correct same.

Article 10: Changes in the Work.

Add; The total Contractor mark-up for overhead and profit on any Change Order shall not exceed 10%. On work performed by a subcontractor and supervised by the Contractor, the total Contractor mark-up for overhead and

profit for any change order shall not exceed 5%.

Article 12: Contract Price and Time

Delete; Phrases such as "or by delay authorized by the Owner pending mediation and arbitration" and replace with; "Extensions of time shall be granted only because of delay preventing the execution of the major items of work critical to the schedule for completion of the Work."

Add; Extensions of time will be granted only for loss of scheduled work days, not for loss of calendar days.

Add; The Contractor shall include in his base bid proposal all overhead and profit necessary to complete the project. No additional overhead or profit will be paid for extensions of time granted for loss of scheduled work days.

Add; In the event that the Owner has specified a stipulated completion date, the provisions above, within this Article 12 heading do not apply. However, in the event of delay(s) fully beyond the Contractor's control, the Owner may authorize by change order reimbursement for additional costs to accelerate the construction in order to maintain the stipulated completion date.

Article 14: Payments to Contractor and Completion

Add; The form of application for payment shall be similar to AIA Document G702, (Notarized) Application for Certification of Payment, along with Continuation Sheet(s).

Add; After the Engineer has issued a certificate of payment, the Owner shall make payments on account of the contract as follows:

Interim Payment: No later than fifteen (15) days following the end of the period covered by the application for payment, not less than ninety-five percent (95%) of the value based on the contract prices for labor and material incorporated in the work and of materials suitably stored at the site thereof unto the date of application for payment, as estimated by the Engineer, less the aggregates of previous payments.

Add; “Unless the Contract provides the Owner with the payment bond in the full penal sum of the Contract sum, payments received by the Contractor for work properly performed by subcontractors and suppliers shall be held by the Contractor for those subcontractors or suppliers who performed work or furnished materials or both, under contract with the Contractor for which payment was made by the Owner.

Note; Binding dispute resolution will not be recognized.

Add; “Final payment shall be due thirty (30) days after final completion provided the conditions set forth in the following paragraph have been fulfilled.

Add; All references in this Article to mechanic’s liens or liens should be deleted and replaced with “bond claim”. Add the following: At the option of the Owner if Contractor fails to complete any punch list items within thirty (30) days after written demand is made on Contractor to complete said items, Owner may :(i) Contract with another contractor to complete the items and deduct the cost of the completion work from Final Payment or (ii) Withhold final payment and no final payment shall be due. Punch list items shall be defined as those items identified by the Engineer as necessary to complete the Project after a Certificate of Substantial Completion has been submitted to the Owner by the Architect.

Add; Liquidated Damages
Liquidated Damages shall be assessed the Contractor at the rate of one thousand and no/dollars (\$1,000.00) per day for each day that actual substantial completion exceeds the agreed completion date.

Add; Civil Statutes: “The provision of Art. 601f of Vernon’s Texas Civil Statutes shall not apply to this contract. Times and methods of payment of invoices shall be as

specified herein. If no time for payment of invoices is otherwise specified herein, the Owner shall have a reasonable time to make payment. There shall not be interest on any delayed, disputed or delinquent payment, nor shall the Contractor or vendor be entitled to attorney's fees in any dispute to collect such payment. Contractor or vendor expressly waives and gives up any rights it may have under Art. 601f. To the extent that any other provision in this contract shall conflict with this paragraph, this paragraph shall prevail."

Article 15: Suspension of Work and Termination

Add: "The Owner may terminate the Contract if the Contractor:

- (1) refuses or fails to supply enough properly skilled workers or proper materials;
- (2) fails to make payments to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and Subcontractor;
- (3) disregards laws, ordinances, or rules, regulations or orders of the public authority having jurisdiction; or

- (4) fails to comply with any provision of the Contract documents.

Article 16: Dispute Resolution

Add: Time Limits on Claims by Contractor. Claims by the Contractor must be initiated within twenty-one (21) days after the occurrence of the event giving rise to such claim more than twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Claims must be initiated by written notice to the Engineer and the Owner. There is no obligation on the Owner to make a claim within twenty-one (21) days after the first observance of an objectionable conditions. There is no obligation on the Owner to make a claim within twenty-one (21) days after the first observance of the conditions. Each reference to the duty on the part of the party to give notice within twenty-one (21) days shall be deemed only to apply to the Contractor.

Add: There is no obligation on the Owner to make a claim within twenty-one (21) days after the first observance of the objectionable conditions. Each reference to the duty on the part of the party to give notice within twenty-one (21) days shall be deemed only to apply to the Contractor.

Add; A guide for average climatological conditions shall be the bulletin “Local Climatological Data”, published by the Department of Commerce. No request for an extension of time due to weather conditions shall be considered unless accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to any of the past five (5) years.

Add; “The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to Owner’s termination in accordance with Article 15. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

Add; If a Claim relates to or is the subject of a bond claim, the party asserting such Claim may proceed in accordance with the applicable law to comply with the bond notice or filing deadlines prior to resolution of the Claim by the Engineer.

Article 17: Miscellaneous Provisions

Add; “This contract shall be governed by the Laws of the State of Texas and shall be perform able within the territory of the Harlingen Consolidated Independent School District in Cameron County, Texas. Notwithstanding that the Contractor’s residence may be outside of the State of Texas, Contractor agrees and consents to venue of any claim, dispute or litigation in Cameron County, Texas and specifically consents to the jurisdiction of the State, District Courts of the State of Texas in Cameron County.

Add; The Contract is intended to conform with all of the applicable laws of the State of Texas governing School Districts and Municipalities including the Texas Education Code, the Texas Government Code and all applicable administrative codes and regulations relating to and governing school districts. To the extent that any provision in these contracts contradicts or fails to conform with any such applicable statutes or regulations governing school districts or to Board Policy, this contract shall be deemed to be reformed so as to comply with such statute, regulation or policy imposing upon such party such obligation as may be required by such statute, regulation or policy.

Add: “Written notice to the Contractor shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to;

Company Name:

Address:

Phone Number:

an officer of the corporation for which it was intended or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice. Written notice to the Owner shall be deemed to have been duly served by (1) hand delivery for which a receipt is given; or (2) by Certified Mail, Return Receipt Requested so along as such hand delivered or certified mail notice is directed to the Superintendent of Schools or the Assistant or Deputy Superintendent of District Operations.

OWNER:

**HARLINGEN CONSOLIDATED
INDEPENDENT SCHOOL
DISTRICT**

By _____

Its _____

CONTRACTOR:

By: _____

Its: _____

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in good condition within 30 days after opening of Bids.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work Bidder shall submit within the bid package, previous experience, present commitments, and such other data as may be called for below. Bid must contain evidence of Bidder's qualification to do business in the State of Texas. To demonstrate the bidder is responsible and able to perform the work, each Bidder must submit, as a part of the bid package, all of the items listed below:

The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services, to the particular use required;

- (b) The ability, capacity and skill of the bidder to perform the contract or to provide the service required;
- (c) Whether the bidder can perform the contract and provide the service promptly, or within the time required, without delay or interference;
- (d) The character, responsibility, integrity, reputation, and experience of the bidder;
- (e) The quality of performance of previous services, or contracts;
- (f) The previous and existing compliance by the bidder with laws relating to the contract or service;
- (g) Any previous or existing noncompliance by the bidder with specifications, or requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information;

- (h) The sufficiency of the financial resources and ability of the bidder to perform the contract or to provide the service; and
- (i) The ability of the bidder to provide competent personnel for the job, as demonstrated by the submitted listing of the names and the skills of experienced personnel, including potential alternates, who are currently employed by the bidder and who will be available for performing this work;
- (j) The experience of the bidder in performing work similar in type, size and complexity to this project, as demonstrated by a listing of projects, with verifiable references (names, addresses, phone numbers, etc.), successfully completed.**
- (k) Bidder shall provide with the Bid an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, person, or organization.

****SUCCESSFUL COMPLETION: Defined as completion of a project on time, no more than thirty (30) days later than the original contract time, and within budget, within 5% of the original contract price. If there is any project submitted by the Bidder as qualifying, but which does not meet these requirements, in order to be fully responsible, the Bidder is required to submit detailed information on that project demonstrating what caused the increases to cost or time. The name and telephone numbers of the Design Engineer and the Client are to be provided for evaluation as to whether the project may be considered "successful". For any project where liquidated damages were assessed, the Bidder will not be considered to have been on time. Evidence of Bidder's Ability, and/or that of the proposed subcontractors, to meet these criteria shall be submitted with the Bid.**

3.02 BIDDER MUST MEET THE FOLLOWING MINIMUM CRITERIA:

Relevant Experience to Project

- a) The Bidder must demonstrate Successful Completion, during the last five (5) years, of two (2) projects comparable in nature and scope to this project, and said projects with a dollar value equivalent to or higher than the value bid for this project. The bid package shall contain a resume of the most recent projects comparable in nature to this project. The resume shall contain, but shall not be limited to, description of the scope of the project, dollar value of the project, project location, owner contact information and/or project engineer contact information. The bidder is welcome to include pictures in the resume.
- b) The Bidder must have an employee, to be dedicated to this project, who is experienced in scheduling, with demonstrated ability in employing scheduling techniques similar to those to be used for this project.

* **KEY PERSONNEL:** Individuals who will be directly assigned to this project. Resumes of Key Personnel must be submitted with the bid and accepted by the Owner in order for Bidder to receive the Award. At the minimum, the resumes for the following personnel that are to be assigned to this Project are to be submitted.

- (a) Owner or Principals of the Bidder

- (b) The Project Manager
- (c) The Project Superintendent

Bidder may, at its discretion, include resumes of alternates for Key Personnel, and if in the process of bid evaluation, the Owner rejects any Key Personnel, the Owner will consider the alternates.

BIDDERS ARE REQUIRED TO SUBMIT WITH THEIR BID A FULLY EXECUTED BID PROPOSAL TO INCLUDE

- (a) Evidence the Bidder and/or Subcontractors meet the Minimum General Requirements and Specific Project Criteria described in section 3.2,
- (b) Resumes of all “Key Personnel”,
- (c) Certificate of Insurance Availability,
- (d) Names of all Subcontractors and Suppliers,
- (e) Signed Bid Proposal with all blanks filled in, including names of Subcontractors and Suppliers and,
- (f) Qualifications Statement.

FAILURE TO SUBMIT THESE ITEMS WITH THE BID WILL RESULT IN A FINDING THAT THE BID IS NON-RESPONSIVE AND THE BID WILL BE DISQUALIFIED.

The Owner will evaluate and compare only the bids determined to be responsive in accordance with the following:

- (a) Is the bid complete;
- (b) Have documents been properly signed;
- (c) Are there any computational errors present?

In evaluating the bids, the Owner will determine for each bid, the evaluated bid price by adjusting the bid price as follows:

- (a) Making any correction for errors;
- (b) Excluding provisional sums and the provision, if any, for contingencies in the price schedules;
- (c) Making an appropriate adjustment for any other quantifiable acceptable non-material variations, deviations or alternative offers; and
- (d) Making appropriate adjustments to reflect additional factors in the manner and to the extent indicated in the **Bidding Documents**.

The Engineer will evaluate and the Owner will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price provided that such bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions of the bid documents.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.02 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.03 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.04 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents.

On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data" consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will be held at 10:00 a.m. local time on February 19, 2019 at **Harlingen C.I.S.D., District’s Operations Office, 1901 N. Sunshine Strip 77, Harlingen, TX.** Representatives of Owner and Engineer will be present to discuss the Project. Bidders are **required** to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response

to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions. (Water Code 17.183). If a bid bond is provided, the contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Art. 7.19–1. Bond of Surety Company; Chapter 7 of the Insurance Code.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, the Work is to be substantially completed is set forth in the Agreement

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by

Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Proposal is included with the Bidding Documents. Additional copies may be obtained from SWG, LLC, 611 Bill Summers International Boulevard, Weslaco, TX 78596.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item]

listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bid Proposal, a Bidder is furnished one bounded copy of the Bid Proposal and one Bid Bond Form. The Bid Proposal is to be completed and submitted with the Bid security along with all documents required under Article 7 of the Bid Form
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “**BID ENCLOSED.**” A mailed Bid shall be addressed to Kimberly Anderson, Purchasing Director, 407 N. Sunshine Strip 77, Harlingen, TX 78550.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner

may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Prior to final execution of the contract documents, the successful bidder, to whom the contract is to be awarded, will be required to furnish the Owner with copies of acceptable proof of insurance premium policies providing Liability and Workman's Compensation coverage in the listed types and minimum amounts, which will protect the Owner.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 – RETAINAGE

23.01 Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performances of the Work. All such payments will be measured by the schedule of values based on the number of units completed.

23.02 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

A. 95 percent of Work completed (with the balance being retainage)

B. 95 percent of cost of materials not incorporated in the Work. Contractor must submit copy of invoices of materials retained on hand.

Fencing Specifications

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. The Work consists of;

1) Cano Academy - Contractor will provide/ install 6' high Industrial Aluminum Fence (ornamental) – 3-rail (2) top and (1) bottom – top rail is smooth while pickets project through bottom rail; color shall be black,

- Rails shall be 1 ¾" x 1 ¾" x 0.070"
- Panel posts shall be 2 ½" x 2 ½" x 0.075" in thickness at minimum and dependent upon wind rating requirements, while panel pickets shall be 1"x1"x 0.060" in thickness at 4" o.c.,
- Sliding gates shall run along a v-groove track supported by 10" diameter by 24" deep mini-piers typically placed at 24" o.c. (at minimum) that shall extend the full length of the retracted gates
- Gates shall be constructed of 2" frames, roll on Elite power wheels and shall retract into a vinyl coated steel mesh pocket to protect against pedestrian crushing where shown to do so on plan sheets,
- Gate posts shall be 3" x 3" x 0.075" or as required for minimum wind codes,
- All installations shall be plumb, level and follow the alignment shown or as directed by Owner. The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall provide /install all work as provided in the plans, specifications, special provisions, proposal and contract and shall do additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

2) Cano Academy – Contractor will provide/install a black, vinyl coated 9 gauge core, 8 gauge finish, 6' high chain-link fence, 2" fabric as described on plans and below (typical – all campuses).

- Top rail shall be 1 5/8" o.d. pipe, 2.27#'/ft.; line posts shall be 2 3/8" o.d. pipe, 3.65#'/ft. at 10' o.c. max. embedded in a 10" dia. x 32" deep conc.; terminal posts shall be 2 7/8" o.d. pipe, 5.79#'/ft. embedded in a 10" dia. x 36" deep conc. and braced/ trussed to nearest line post w/ 1 5/8" pipe; tension wire shall be 7 gauge galvanized attached to bottom of fence fabric at 24" o.c.; tie wire shall be 9 gauge aluminum wire; galvanized vinyl coated chain-link gates shall be constructed of comparable design.

The plans show locations of all known surface and sub-surface structures. However, exact locations of gas mains, water mains, electrical conduits, sewers, etc., is unknown and the Owner assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. As such, it is mutually agreed that such failure will not be considered sufficient basis for claims of additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered necessitates, or requires the building of components or structures not made accounted for in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

B. Work Not Included: The following will be provided by others:

1. Painting of a fire lane shall be provided by Owner.
2. Additional surveys shall be provided by Owner.
3. Owner will be responsible for any material testing.

1.2 WORK RESTRICTIONS

A. Contractor's Use of Premises: During construction, Contractor shall have limited use of each site indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

1. N/A

B. Care shall be taken when demolishing permanent structures in the area.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION