

CITY OF VICTORIA, TEXAS

CONTRACT DOCUMENTS
and
SPECIFICATIONS
for the

Construction of Metal Building on Existing Slab @2902 Bluff Street

Prepared by:

THE CITY OF VICTORIA

The Department of Public Works

TABLE OF CONTENTS

I.	ADVERTISEMENT FOR BIDS	BD--3
II.	INSTRUCTIONS FOR BIDDERS	BD-4
III.	BID FORM FOR LUMP SUM PRICES	BD-10
IV.	BID SHEET	BD-11
V.	SCHEDULE OF SUBCONTRACTORS	BD-12
VI.	FORM OF AGREEMENT BETWEEN OWNER & CONTRACTOR.....	BD-14
VII.	AFFIRMATION.....	BD-16
VIII.	RESOLUTION.....	BD-17
IX..	CERTIFICATE OF CORPORATE RESOLUTION.....	BD-18
X.	INDEMNITY AGREEMENT.....	BD-19
XI.	PERFORMANCE BOND.....	BD-20
XII.	CERTIFICATE AS TO CORPORATE CONTRACTOR.....	BD-22
XIII.	PAYMENT BOND	BD-23
XIV.	CERTIFICATE AS TO CORPORATE CONTRACTOR.....	BD-24
XV.	AFFIDAVIT OF ALL BILLS PAID	BD-25
XVI.	GENERAL CONDITIONS	GC-1
XVII.	SPECIAL CONDITIONS	SC-1
XVIII	TECHNICAL SPECIFICATIONS, GENERAL NOTES, VICINITY MAP	TS-1

ADVERTISEMENT FOR BIDS

Sealed bids addressed to the City of Victoria, Purchasing Department at 1201 E. Pine Street; Victoria, Texas 77901. Bids will be received at the Purchasing Department until **1:30 p.m., June 25, 2008**. After 1:30 p.m. bidders must deliver their bids to **700 Main Center at 702 N. Main Street, Suite 204**. All bids will be publicly opened and read aloud at **2:00 p.m., in 700 Main Center at 702 N. Main Street, Suite 204** for furnishing all plant, labor, material and equipment, and performing all work required for the **Construction of a Metal Building on Existing Slab @2902 Bluff Street** project.

The Instructions for Bidders, Bid Form, Plans, Specifications drawings, and other contract documents for this project may be secured from the City of Victoria, Purchasing Office at **1201 E. Pine Street**; Victoria, Texas 77901, on deposit of **\$50.00**. Plans and specifications may be inspected at the above office and at the office of the City Engineer, 700 Main Center, Suite 115, Victoria, Texas. The \$50.00 deposit will be refunded to all persons returning sets in good condition within 10 days after the bids are opened.

The City reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with its bid, security in the amount, form and conditions described in the Instructions to Bidders.

Bidders may withdraw its bid within 90 days after the actual date of the opening thereof.

An optional pre-bid conference will be held in the Conference Room of the Engineering Office at 700 Main Center, 702 N. Main Street , on **June 16, 2008** at 10:00 a.m.

INSTRUCTIONS TO BIDDERS

1.0 INVITATION

a. The Project: Bids are invited on a construction contract for furnishing all plant, labor, material and equipment and performing all work required for the **Construction of a Metal Building on Existing Slab @2902 Bluff Street**. All bidders should pay particular attention to **Section 3.09-Contractor's Insurance** of the General Conditions.

The project site is located in the City of Victoria and as shown on the vicinity maps on the accompanying set of drawings.

Bid basis will be lump sum prices.

b. The Owner: City of Victoria, Texas
105 W. Juan Linn Street
Victoria, Texas 77901
Attn: Jimmy Roach, Deputy Director of Public Works

c. The Engineer: Milton Bluhm, P.E.
Victoria, Texas
(361) 578-1457

2.0 GENERAL INFORMATION

a. Bidding Documents:

(1) Bidding Documents consist of all documents available during the bidding period, including the Instruction to Bidders, Contract Forms, Plans, Addenda, and the City of Victoria Standard Specs which may be viewed at http://www.victoriatx.org/public_ftp/engineering/Final_COV_Specs_Ver_2007.2_%208-31-2007.pdf.

(2) A deposit of \$50.00 is required to obtain Bidding Documents. Bidders and non-bidders should return all sets within 10 days after the bid opening for their refund. A hard copy of the City of Victoria Standard Specifications for Public Works Construction may be purchased from the City of Victoria, Engineering Department, located in the 700 Main Center building at 702 N. Main Street, for a non-refundable fee of \$100.00. All checks must be made payable to City of Victoria.

(3) Bidding Documents may be examined at the City of Victoria, Purchasing Department, **1201 E. Pine Street**, Victoria, Texas or by appointment at the office of the Engineer.

(4) Bidding Documents will be placed in the Plan Room at:

Associated Builders and Contractors, Inc.
116 Jason Plaza
Victoria, Texas 77901

b. Site Examination:

Bidders should carefully examine the Bidding Documents and the site to determine the actual conditions under which work will be done. Data in the Bidding Documents pertaining to existing conditions is for convenience only and does not supplant obtaining firsthand information at the site. Submission of a bid constitutes acceptance by the bidder of existing site conditions as part of the requirements of this work.

c. Questions:

Submit questions about Bidding Documents to the Engineer. Inquiries are permitted until one week prior to bid opening. Necessary replies will be issued to bidders of record as written addenda, which become a part of the Bidding Documents. Oral instructions do not form a part of the Bidding Documents. Bidders should contact the Engineer less than 72 hours before bid opening to secure any addenda that may affect bidding.

d. Qualifications of Bidders:

(1) The City and the Engineer may make any investigations deemed necessary to determine the bidder's ability to perform the work. When requested, a bidder shall furnish such information and data necessary for this purpose to the Owner. A bidder may be required to submit information on its ability and experience at performing comparable work, its business and technical organization, financial resources, plant available and method of performing the work, and its prior contract experience.

(2) The City reserves the right to reject the bid of any bidder if evidence or investigation indicates that the bidder is not properly qualified, in the opinion of the City, to complete the work satisfactorily.

3.0 SUBMITTAL

a. Receipt of Bids:

Sealed bids will be received in the Conference Room of the City Purchasing office, **1201 E. Pine Street**, Victoria, Texas until the hour of 1:30 p.m. on **June 25, 2008**. After 1:30 p.m., contractors will have to deliver their bids to 700 Main Center at 702 N. Main Street, Suite 204. Bids received after 2:00 p.m. will not be accepted. All bids will be opened publicly and read aloud immediately after the time for receipt of bids has expired. All interested parties are invited to attend.

b. Bid Form:

(1) Submit bid in duplicate and other required data in an opaque, sealed envelope. If submitted by mail, enclose bid envelope in another envelope addressed for mailing. Plainly identify the sealed envelope with the following information:

- (a) Do not open before 2:00 p.m. on **June 25, 2008**.
- (b) Project: **Construction of a Metal Building on Existing Slab @2902 Bluff Street**
- (c) Owner: City of Victoria, Texas
- (d) Bidder: _____

(2) Submit bid on the Bid Form provided. Fill in all blanks; failure to comply may be cause for rejection. If no

amount is to be included on a bid item, insert a zero (-0-) in the applicable space. No segregated bids or assignments will be considered.

(3) Do not alter the Bid Form with written memoranda or qualifications. Any explanation, alteration, or other statement proposed by the Bidder must be written separately, signed independently, and included in the bid envelope. Bids may not be modified after submittal.

(4) A person authorized to bind the Bidder to a contract must sign the Bid Form in the appropriate space. When the Bidder is a corporation, the bid must be signed with the legal name of the corporation, followed by the name of the state of incorporation and the legal signature of a person authorized to bind the corporation to a contract.

c. Alternatives:

Any alternatives listed in the Bid Form are described in detail in the Specifications.

(1) Include amounts for any alternatives shown on the Bid Form.

(2) Alternatives are listed in sequence in which they will be considered. Contract award could be on the basis of the low base bid, or a low combination of base bid plus the alternate which produces a total within available funds.

d. Completion Time:

(1) The Project shall be completed within **60 calendar days** from the date specified in the Notice to Proceed, unless a time extension is granted by the Engineer in writing.

(2) Submission of a bid constitutes acceptance by the Bidder of the completion time for the Project, and acknowledges the use of liquidated damages as a reasonable estimate of the expense of additional construction management and loss of anticipated use of the completed project.

(3) The Contractor must agree to pay the Owner, or allow the City to deduct from the contract sum, as liquidated damages, the sum shown in the Form of Agreement for each calendar day that the work remains incomplete after expiration of the contract time in accordance with the contract.

e. Bid Security:

(1) Include with the bid a Cashier's Check, Certified Check or a Bid Bond for five percent (5%) of the base bid amount. Make checks payable to the City. Bid Bonds must be payable to the City. Bid Bonds must be executed by the Bidder and a surety company that meets requirements of the conditions of the contract.

(2) The successful bidder's security will be retained until it has signed the agreement, furnished the required performance and payment bonds, and submitted any other required contract forms. The bid security will be forfeited to the City by the successful bidder as liquidated damages for default if the bidder fails to execute and deliver the contract and bonds as required.

(3) The City reserves the right to retain the security of the next two (2) lowest bidders until the successful bidder enters into the contract or until 60 days after bid opening has passed. All other bid securities will be returned within fifteen (15) days of bid opening.

f. Subcontractors:

The Bidder shall submit a list of subcontractors with their bid for major portions of the work. Give the names and addresses of the selected subcontractors listed in the Bid Form. Failure to list subcontractors constitutes reason for rejecting the bid.

Attention is directed to the provisions of the Contract Documents requiring the Contractor to submit evidence to the City of full payment of all subcontractors before final payment is made to the Contractor.

g. Withdrawal:

Bids may be withdrawn any time before bid opening, but may not be resubmitted. Bids may not be withdrawn after bid opening time unless the award of the contract has been delayed more than 60 days.

4.0 CONTRACT REQUIREMENTS

a. Award of Contract:

The City is not obligated to accept the lowest bid or any bid. The City reserves the right to reject any or all bids, and to waive any irregularities in bids or in bidding. The City may accept any bid deemed advantageous. The contract award may include full consideration of lump sum prices, alternatives, and completion time.

b. Performance and Payment Bonds:

The Bidder must be capable of executing satisfactory Performance Bond and Payment Bond for one-hundred (100%) percent of the awarded contract sum in accordance with the conditions of the contract. The Bonds must be submitted within thirty (30) calendar days of Award of Contract, and on the forms included in the Contract Documents. The Bonds must be issued by a solvent surety company that possesses a valid certificate of authority from the United States Secretary of the Treasury, as evidenced by the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed. Bonds are to be furnished as a guarantee of the faithful performance of the work and for protection of the claimants for labor and material. The Performance Bond shall extend for a period of one year (12 months) from the date of the Owner's Certificate of Acceptance.

If the total amount awarded is less than \$25,000.00, a Performance and Payment Bond will not be required provided that no monies will be paid to the Contractor until completion and acceptance of the work by the Owner.

If the bid amount exceeds \$25,000.00, the Owner will require 100% Performance and Payment Bonds for the Project; however, if the total amount awarded is between \$25,000.01 and \$100,000.00, the Bidder may elect to provide 100% Performance and Payment Bonds or to provide 100% Payment Bond and accept payment for the Project upon completion and acceptance of the work on the Project by the Owner.

c. Successful Bidder:

The successful bidder shall perform with its own organization and with the assistance of workers under its immediate superintendence, work of a value not less than 60% of the value of all work embraced in the Project. All subcontractors will require the approval of the Engineer in writing.

The contract and its counterparts will be executed as one original document. Once the contract has been fully executed, the original document will remain in the City Secretary's office. Copies of the original contract and its counterparts will be distributed to all appropriate parties.

BID FORM FOR LUMP SUM PRICE CONTRACTS

Victoria, Texas

Date: **June 25, 2008**

_____ (hereinafter called "Bidder"), doing business as (circle one) (a corporation, a partnership, an individual) to the City of Victoria, Texas, (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for **Construction of a Metal Building on Existing Slab @2902 Bluff Street**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents and drawings, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in writing in the "Notice to Proceed" issued by the Owner's Engineer and fully complete the Project within **60 calendar days** thereafter as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following addenda:

**BID SHEET
FOR THE**

**Construction of a Metal Building on Existing Slab
@2902 Bluff Street**

The Bid Sheet shall be attached to and shall be a part of the complete Contract Documents.

It is agreed that all work on the **Construction of a Metal Building on Existing Slab @2902 Bluff Street** shall be completed within **60 calendar days** of the date specified in the written Notice to Proceed.

LUMP SUM for **BASE PROPOSAL** consisting of all materials, equipment, and fabrication of metal building (approx 3,712 SF) on existing concrete foundation is:

_____ dollars
(\$ _____).

LUMP SUM for **ADDITIVE ALTERNATE #1** consisting of all materials, equipment, and fabrication of metal carport is:

_____ dollars
(\$ _____).

SUMMARY:

BASE PROPOSAL.....	\$ _____
ADDITIVE ALTERNATE #1.....	\$ _____
TOTAL OF BASE PROPOSAL AND ADDITIVE ALTERNATE #1.....	\$ _____

SCHEDULE OF SUBCONTRACTORS

Bidder proposes the following subcontractors to be used for major portions of the project. All major subcontractors must be listed and submitted with the Bid. Bidder may change subcontractors after Bid submittal only as approved by the Engineer.

SUBCONTRACTOR	ADDRESS & PHONE #	SPECIALTY	% OF WORK
1.			
2.			
3.			
4.			
5.			
6.			
7.			

The Owner reserves the right to choose the lowest bid based upon the total base bid plus any or all additives within the constraints of available funding. Contractor shall bid on all additives, if applicable, for it to be an acceptable bid.

The above Lump Sum Prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written Notice of Award of the Contract, the Bidder will execute one original copy of the Contract Documents, each to have enclosed a Performance Bond, a Payment Bond and a Certificate of Insurance. Additional copies of the original contract will be distributed to all appropriate parties. Within **ten (10) calendar days** of the Notice of Award of Contract, the signed documents shall be delivered to the Department of Public Works, 700 Main Center, 702 N. Main Street, Victoria, Texas to be executed by the Owner.

The Bid Security attached in the sum of _____ (\$_____) is to become the property of the Owner in the event the Contract and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

It is the intent of the Owner to award a contract for all work items and quantities listed in the Bid Form. In the event that the low bid submitted by a qualified bidder exceeds the funds budgeted for this Project, the Owner reserves the right to reduce the scope of the work so that the Project can be completed within the budgeted amount; this may be done by eliminating any or all parts of the Project. The Bidder hereby agrees to maintain the lump sum prices shown on the Bid Form should this reduction in the scope of the work be necessary.

The Bidder understands that the Owner requires the Bidder to perform with its own organization and with the assistance of workers under its immediate superintendence work of a value not less than 60% of the value of all work embraced in the Project, and that all subcontractors will require the approval of the Engineer in writing.

Respectfully submitted:

(Signature)

By: _____
(Title)

(Business Address)

SEAL
(If bid by a Corporation)

**FORM OF AGREEMENT
BETWEEN
OWNER AND CONTRACTOR**

PREAMBLE

This agreement, made this _____ day of _____, in the year 20__ by and between the City of Victoria, Texas, herein known as the "Owner" or the "City", and _____, herein known as the "Contractor", a (circle one) (an Individual, a Partnership, a Corporation, a _____) of the State of _____.

ARTICLES

The Owner and the Contractor agree as set forth in the following articles:

1.0 THE WORK

a. Description:

The Contractor will perform the work as described and shown in the Contract Documents and Drawings for completion of the **Construction of Metal Building on Existing Slab @2902 Bluff Street** including furnishing all plant, labor, material, and equipment, and performing all work required for the Project. Unless otherwise specified in a Contract Document, each instruction and requirement in that Contract Document shall be considered to be directed at the Contractor.

b. The Engineer:

The Project was designed by the City of Victoria Department of Public Works, which will also serve as Engineer during construction of the work.

2.0 CONTRACT DOCUMENTS

The contract consists of all of the Contract Documents that are as fully a part of the Contract as if attached here to or repeated verbatim herein. The Contract Documents include the following:

- a. the Instructions to Bidders;
- b. the Bid Form and Bid Sheet;
- c. the General Conditions;
- d. the Special Conditions;
- e. the Plans, including drawings and the Technical Specifications which includes, but is not limited to, the City of Victoria Standard Specifications for Public Works Construction. The City of Victoria Standard Specifications may be viewed at http://www.victoriatx.org/publicftp/engineering/Final_COV_Specs_Ver_2007.2_%208-31-2007.pdf.
- f. the Performance and Payment Bonds;
- g. any addenda that are issued
 - (1) prior to the bid opening or
 - (2) after the bid opening which are signed and dated by the Owner, the Engineer and the Contractor.
- h. any written modifications or change orders agreed to by the Owner and Contractor.

3.0 CONTRACT TIME

a. Commencement:

The Contract Time will begin 10 calendar days after the date of issue for the Notice to Proceed. The Notice to Proceed will be issued by the Engineer.

b. Completion:

The Project must be fully completed within **60 calendar days** after the beginning of the Contract Time, subject to extensions of time as provided by applicable provisions of the Contract.

c. Delayed Completion:

Failure of the Contractor to fully complete the Project within the Contract Time, including any extensions granted, shall entitle the Owner to deduct from the money due to the Contractor, the amount of **\$100** for each calendar day of delay in completion of the Work, not as a penalty but as liquidated damages, based on a reasonable estimate of the added expense for supervision, and the loss of anticipated use of the completed project.

4.0 CONTRACT SUM

a. The Owner agrees to pay the Contractor for the performance of the Contract, amounts determined by the Contractor's Bid for the project which was: _____ Dollars and _____ Cents (\$ _____) which amount shall be known as the Contract Sum. Actual payment will be based on the Lump sum Price Schedule, subject to the final measurement of quantities in place.

5.0 PAYMENTS

a. Partial Payments shall be made on a monthly basis in accordance with the General Conditions.

b. Final Payment shall be made upon completion of the Project in accordance with the General Conditions.

AFFIRMATION

This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. The Contract Documents constitute the entire Contract between the Owner and the Contractor, and may only be altered, amended or repealed by a duly executed written instrument. The Contractor may not assign its obligations under this Contract without the prior written consent of the Owner.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officials in one original copy on the date first above written. Additional copies of the original contract will be distributed to all appropriate parties.

OWNER:

CONTRACTOR:

City of Victoria, Texas

(Company name)

By: _____

Charles E. Windwehen
City Manager

By: _____

Name: _____

Title: _____

(Please type)

Address: P. O. Box 1758
Victoria, Texas 77902

Address: _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Scarlet Swoboda
City Secretary

Name: _____

(Please Type)

FORM APPROVED:

Title: _____

Miles Risley
City Attorney

RESOLUTION

RESOLVED, that _____, President of _____, Inc., is hereby authorized and directed to negotiate, agree, contract and bind the corporation in every respect regarding an agreement with the City of Victoria for the **Construction of a Metal Building on Existing Slab @2902 Bluff Street** project.

(Signature)

Name: _____
(Typed)

Title: _____

(seal)

Secretary's Signature

(Typed Name)

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, hereby certify as follows:
(Name of Corporate Secretary)

1. I am the duly elected, qualified and acting Secretary of _____, Inc., a Texas corporation (the "Corporation").

2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of Texas and is duly qualified to transact business and to own, operate and develop its properties in the State of Texas.

3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on the ____ day of _____, ____ (year) by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.

4. The following persons are duly elected, qualified and acting officers of the Corporation and hold the respective offices set opposite their names:

_____ President
_____ Vice President
_____ Secretary

TO CERTIFY WHICH I have executed this Certificate this ____ day of _____, 20____.

Secretary

THE STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, Secretary, of _____, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

INDEMNITY AGREEMENT - TRENCH SAFETY SYSTEMS

OWNER: The City of Victoria, Texas

CONTRACTOR: _____
(company name)

ENGINEER: City of Victoria, Department of Public Works, Engineering Division

PROJECT: **Construction of a Metal Building on Existing Slab @2902 Bluff Street**

The Contractor has entered into a contract with the Owner for the construction of the Project. The Engineer has designed the Project on behalf of the Owner, but has not designed any trench safety systems for the project that may be required by applicable federal, state and local laws. The Contractor, in its contract with the Owner, has agreed to prepare, and to conform all trenching work to plans for trench safety systems meeting the standards of applicable laws.

The Contractor, as part of its consideration to the Owner for the contract for the construction of the Project, agrees that it will be solely responsible for compliance with its trench safety plans and with all applicable standards of federal, state and local laws relating to trench safety.

The Contractor further agrees to hold harmless, indemnify, and defend the Owner and the Engineer, and all officers, agents and employees of either the Owner or the Engineer, from and against any and all claims, demands or causes of action of any nature, character or description in connection with the presence, or in any way arising out of, the use or construction of trenches or trench safety systems as part of the Project.

EXECUTED, this _____ day of _____, 20 _____.

CONTRACTOR
By: _____

(Contractor's Seal)

OWNER
By: _____
Charles E. Windwehen, City Manager

ENGINEER
By: _____
Milton Bluhm, P.E.

PERFORMANCE BOND

THE STATE OF TEXAS
COUNTY OF VICTORIA

KNOW that _____, whose address is _____ hereinafter called Contractor, and _____, as Surety, a corporation organized and existing under the laws of the State of _____, and fully authorized and admitted to do business in the State of Texas, and licensed by the State of Texas to issue surety bonds, are held and firmly bound unto the City of Victoria, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called Owner, in the sum of _____ DOLLARS

(\$ _____) in lawful money of the United States, to be paid in Victoria County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators and successors, jointly and severally, by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

The conditions of this bond are such that, whereas, the Contractor entered into a certain Contract with the Owner, dated the _____ day of _____, 20____ for the **Construction of a Metal Building on Existing Slab @2902 Bluff Street** (the "Project"), which is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Contractor shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Contractor shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one year from the date of final completion and final acceptance of the Project by Owner; and, if the Contractor shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Project or to the Specifications.

The Surety relieves the City of Victoria and its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of this Contract and agrees that the Surety shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract.

If any legal action be filed upon this Bond, exclusive venue shall lie in Victoria County, State of Texas. This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated

herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

In witness whereof, the Principal and Surety have signed and sealed this instrument this, the ____ day of _____, 20_____.

Contractor: _____

Surety: _____

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: Attorney-in-Fact

Address: _____

Address: _____

City, State, Zip _____

City, State, Zip _____

(seal of Contractor)

(seal of Surety)

ATTEST:

ATTEST:

Secretary of Contractor

Secretary of Surety

Service of process and requisite notices may be made on the Surety's agent and Attorney in Fact described above or, if the aforesaid Surety's agent and Attorney-in-Fact is not a resident of Victoria County, service may also be made on following Resident Agent of the Surety at the address shown below. The Surety hereby designates the following Resident Agent as an agent upon whom any requisite services of process and any notices may be delivered or had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Texas Insurance Code, as amended.

Name: _____

Address, City, State, Zip: _____

Telephone & E-Mail Address: _____

CERTIFICATE AS TO CORPORATE CONTRACTOR

I, _____, certify that I am the Secretary of the Corporation named as Contractor in **this** Bond; that _____, who signed Bond on behalf of the Contractor, was then _____ of said Corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

SIGNATURE

TITLE

DATE

AFFIX CORPORATE SEAL

The rate of premium on this Bond is _____ per thousand or as follows:

\$ _____ for the first \$ _____, and
\$ _____ for \$ _____ to \$ _____, and
\$ _____ for \$ _____ to \$ _____, and
\$ _____ for \$ _____ to \$ _____, and
\$ _____ for \$ _____ to \$ _____.

Total amount of premium charged \$ _____.

(The above must be filled in by a corporate surety.)

(Power-of-Attorney of person signing for surety company must be attached.)

PAYMENT BOND

THE STATE OF TEXAS
COUNTY OF VICTORIA

KNOW that we, _____ a corporation or other entity of the State of _____, hereinafter called Contractor, and _____ of _____, State of _____, and fully authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds, hereinafter called the Surety, are held and firmly bound into City of Victoria, Texas, of Victoria, Texas, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials or equipment for, or perform labor upon the improvements hereinafter referred to, in the sum of _____ Dollars (\$ _____) in lawful money of the United States, to be paid in Victoria, Texas, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators and successors, jointly and severally, by these presents.

The conditions of this bond are such that, whereas, Contractor entered into a certain Contract with the City of Victoria, Texas, the Owner, dated the _____ day of _____, 20____, for the Construction of a Metal Building on Existing Slab @2902 Bluff Street (the "Project") which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now therefore, if the Contractor shall promptly make payment to all subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by the Contractor for subcontracts, work, labor, equipment, supplies, and materials done or furnished for the construction of improvements of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. This bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

If any legal action be filed upon this Bond, venue shall lie in Victoria County, State of Texas. The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project to be performed thereunder or the Specifications accompanying the same, shall in anywise affect its obligation on this Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Project or to the Specifications. No final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

In witness whereof, the Principal and Surety have signed and sealed this instrument this, the ____ day of _____, 20_____.

Contractor: _____

Surety: _____

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

City, State, Zip _____

City, State, Zip _____

(seal of Contractor)

(seal of Surety)

ATTEST:

ATTEST:

Secretary of Contractor

Secretary of Surety

CERTIFICATE AS TO CORPORATE CONTRACTOR

I, _____, certify that I am the Secretary of the Corporation named as Contractor in this Bond; that _____, who signed the said Bond on behalf of the Contractor, was then _____ of said Corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(SIGNATURE)

(TITLE)

(DATE)

AFFIX CORPORATE SEAL

The rate of premium on this Bond is _____ per thousand or as follows:

\$ _____ for the first \$ _____, and
\$ _____ for \$ _____ to \$ _____, and
\$ _____ for \$ _____ to \$ _____, and
\$ _____ for \$ _____ to \$ _____, and
\$ _____ for \$ _____ to \$ _____.

Total amount of premium charged \$ _____.

(The above must be filled in by a corporate surety.)

(Power of Attorney of person signing for surety company must be attached.)

AFFIDAVIT OF ALL BILLS PAID
As per the General Conditions of the
Contract Between the City of Victoria and

(Contractor)

THE STATE OF TEXAS
COUNTY OF VICTORIA

_____ personally appeared before the undersigned authority on this day and duly sworn on oath, states that he/she is a duly authorized representative of the Contractor, _____ and that the Contract for the **Construction of Metal Building on Existing Slab @2902 Bluff Street** has been fully completed and that all bills of the subcontractors for labor, materials and equipment and supplies furnished in connection with this Project have been fully paid.

Signature

Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Signature

Print Name

In and for the State of Texas

Commission Expires

GENERAL CONDITIONS

**TABLE OF CONTENTS
FOR
GENERAL CONDITIONS**

1. DEFINITION OF TERMS

1.01 Owner, City, Contractor and Engineer	GC-4
1.02 Contract Documents	GC-4
1.03 Subcontractor	GC-4
1.04 Written Notice.....	GC-4
1.05 Work.....	GC-5
1.06 Extra Work	GC-5
1.08 Calendar Day	GC-5

2. CONTROL OF WORK

2.01 Lines and Grades.....	GC-5
2.02 Engineer's Authority and Duty.....	GC-5
2.03 Superintendence and Inspection	GC-6
2.04 Contractor's Duty and Superintendence	GC-6
2.05 Contractor's Understanding	GC-6
2.06 Character of Workers	GC-6
2.07 Contractor's Buildings	GC-6
2.08 Sanitation	GC-7
2.09 Shop Drawings	GC-7
2.10 Use and Specification of Materials.....	GC-7
2.11 Testing, Inspection and Control of Materials	GC-7
2.12 Storage of Materials.....	GC-8
2.13 Defects and Their Remedies.....	GC-8
2.14 Changes and Alterations	GC-8
2.15 Right of Engineer to Modify Methods and Equipment	GC-9

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 Keeping of Plans and Specifications Accessible	GC-9
3.02 Ownership of Drawings	GC-9
3.03 Permits.....	GC-9
3.04 Adequacy of Design.....	GC-9
3.05 Right of Entry	GC-9
3.06 Discrepancies and Omissions.....	GC-10
3.07 Equipment, Materials and Construction Plant	GC-10
3.08 Protection Against Accident to Employees and the Public	GC-10
3.09 Contractor's Insurance	GC-10
3.10 Indemnification	GC-14
3.11 Routing of Traffic.....	GC-14
3.12 Notice to Utility Customers.....	GC-14
3.13 Hauling on City Streets.....	GC-15
3.14 Property Lines and Monuments	GC-15

3.15	Drainage.....	GC-15
3.16	Damage to City Property	GC-15
3.17	Cleanup.....	GC-15
3.18	Performance and Payment Bonds.....	GC-15
3.19	Losses from Natural Causes	GC-16
3.20	Protection of Adjoining Property.	GC-16
3.21	Protection Against Claims of Subcontractors, Laborers, Materialmen, and Furnisher of Machinery, Equipment and Supplies.....	GC-16
3.22	Protection Against Royalties or Patented Invention.	GC-16
3.23	Laws and Ordinances.....	GC-17
3.24	Assignment and Subletting.....	GC-17
4.	PROSECUTION AND PROGRESS	
4.01	Time and Order of Completion	GC-17
4.02	Extension of Time	GC-18
4.03	Hindrances and Delays	GC-18
5.	MEASUREMENT AND PAYMENT	
5.01	Quantities and Measurements	GC-18
5.02	Estimated Quantities	GC-18
5.03	Partial Payments	GC-19
5.04	Use of Completed Portions	GC-19
5.05	Certificate of Completion	GC-19
5.06	Acceptance and Final Payment.....	GC-19
5.07	Payments Withheld	GC-20
5.08	Delayed Payments	GC-20
5.09	Guarantee	GC-20
6.	EXTRA WORK AND CLAIMS	
6.01	Extra Work	GC-20
6.02	Time of Filing Claims.....	GC-21
7.	ABANDONMENT OF CONTRACT	
7.01	Abandonment by Contractor	GC-21
7.02	Use of Equipment and Materials	GC-21
7.03	Completion After Abandonment	GC-22
7.04	Disposition of Equipment and Materials.	GC-22
8.	MINIMUM WAGE RATES	GC-23

GENERAL CONDITIONS

1. DEFINITIONS OF TERMS

1.01 OWNER, CITY, CONTRACTOR AND ENGINEER

The Owner, City, Contractor and the Engineer are identified in the Form of Agreement. The Engineer shall be understood to include the duly authorized representative of the Engineer.

1.02 CONTRACT DOCUMENTS

The Contract Documents are as defined by the Form of Agreement, all of which are attached or considered as if attached. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict among the Contract Documents, then the order of precedence among the documents shall be as follows:

- (1) Form of Agreement
- (2) Plans and Drawings
- (3) Special Conditions
- (4) General Conditions
- (5) Technical Specifications which includes, but is not limited to, the City of Victoria Standard Specifications for Public Works Construction which may be viewed at:
http://www.victoriatx.org/public_ftp/engineering/Final_COV_Specs_Ver_2007.2_%208-31-2007.pdf.
- (6) Bid Form & Bid Sheet
- (7) Instructions to Bidders
- (8) Performance and Payment Bonds

1.03 SUBCONTRACTOR

The term Subcontractor, as employed herein, includes all persons, firms and corporations furnishing labor, materials, equipment or supplies for the Project who have a direct contract with the Contractor. Subcontractor includes one who furnishes material worked to a special design according to the Plans or Specifications of this Project, but does not include one who merely furnishes material not so worked.

1.04 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail to the address shown on the form of agreement.

1.05 WORK

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that have a well-known technical or trade meaning shall be held to refer to such recognized meaning.

1.06 EXTRA WORK

The term "Extra Work" as used in this Contract shall be understood to mean and include all work that may be required by the Engineer or by the Owner to be done by the Contractor to accomplish any change, alteration or addition to the Project shown upon the Plans, or reasonably implied by the Specifications, and not covered by the Bid Form or within the scope of the original Project, except as provided under "Changes and Alterations" herein.

1.07 CALENDAR DAY

A "Calendar Day" is defined as any day of 24 hours measured from midnight to the following midnight, including Saturdays, Sundays and any legal holidays. The Contractor will not be allowed to work Saturdays or Sundays without written permission from the Engineer. The Contractor shall make his request for weekend work at least 24-hours in advance.

2. CONTROL OF WORK

2.01 LINES AND GRADES

Unless otherwise specified, all lines and grades shall be furnished as specified in the General Notes on the Plans.

2.02 ENGINEER'S AUTHORITY AND DUTY

The Engineer will provide administration of the Contract and will be the City's representative. The Engineer may stop the work whenever necessary to ensure the proper execution of the Contract. The Engineer shall determine all questions in relation to construction of the Project, and shall decide questions which may arise relative to the execution of this Contract on the part of the Contractor. However, the Engineer shall not have control over or charge of and will not be responsible for acts or omissions of the Contractor or any of Contractor's subcontractors, agents, or employees. The Engineer shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this Contract. The Engineer's estimates and findings shall be the conditions precedent to any rights of the Contractor to receive any money under this Contract. It is the intent of this Contract that there shall be no delay in the execution of the work; therefore, the decision or directions of the Engineer shall be promptly carried out by the Contractor.

Whenever the words "directed," "required," "permitted," "designated," "considered necessary," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended; and, similarly, the words "approval," "acceptable," "satisfactory" or words of like import shall mean approved by or acceptable or satisfactory to the Engineer.

2.03 SUPERINTENDENCE AND INSPECTION

The Engineer may appoint such subordinate engineers, supervisors or inspectors as the Engineer may deem proper to inspect the material furnished and the work done under this Contract, and to see that the material is furnished and said work is done in accordance with the Specifications. The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or inspectors for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Contract and the accompanying Plans and Specifications. However, should the Contractor object to any order by any subordinate, written appeal to the Engineer for its decision may be made.

2.04 CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this Contract, and shall keep on the work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall represent the Contractor and all directions given to the superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on request in each case.

2.05 CONTRACTOR'S UNDERSTANDING

The information contained on the Drawings in regard to original topography, contours, and sub-surface soils, and any quantities based thereon, is furnished solely for the convenience of the Contractor as the best information available at this time. The accuracy of this information is not guaranteed and its use in no way relieves the Contractor or others of any responsibility for loss due to inaccuracies or deviations therefrom which may be encountered.

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Project, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the Project, the general and local conditions, all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.06 CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent persons, skillful in the performance of the type of work required under this contract, to do the work, and agrees that whenever the Engineer shall inform it in writing that any person or persons on the work are, in the Engineer's opinion, incompetent, unfaithful or disorderly, such person or persons shall be discharged from the work and shall not again be employed on the work without the Engineer's written consent.

2.07 CONTRACTOR'S BUILDINGS

The building of structures for housing people, or the erection of tents or other forms of protection, will be permitted only at such places as the Engineer shall direct, and the sanitary condition of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the Engineer.

2.08 SANITATION

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

2.09 SHOP DRAWINGS

The Contractor shall submit to the Engineer, with such promptness as to cause no delay in the Contractor's work or in that of any subcontractor, four copies, unless otherwise specified, of all Shop and/or Setting Drawings and Schedules required for the work of the various trades, and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make corrections required by the Engineer; and shall file with the Engineer two corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission, nor shall Engineer's approval relieve the Contractor from responsibility for errors of any sort in Shop Drawings or Schedules.

2.10 USE AND SPECIFICATION OF MATERIALS

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

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another Manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent," "proper," or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Notwithstanding that the words "or equal to" or other such expressions may be used in the Specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

2.11 TESTING, INSPECTION AND CONTROL OF MATERIALS

Testing, inspection and control of materials required by the Specifications shall be performed by a commercial laboratory selected by the Owner. Except as otherwise indicated herein, the cost of laboratory testing shall be paid by the Owner.

- a. The Contractor shall furnish, at its own expense, all materials or specimens for testing.
- b. If any material submitted to the laboratory fails a test, the Contractor shall submit samples of new materials until all tests are passed. All cost of submitting new samples and retesting shall be borne by the Contractor.
- c. The Contractor shall furnish, at its own expense, suitable evidence that the materials it proposes to incorporate into the work are in accordance with the Specifications. Mill tests for steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe, valves, hydrants, electrical equipment and similar items when it is definite that the tests are applicable to the material being furnished. Grading and inspection of timber and preservative treatment will likewise be acceptable, provided it is grade-marked and trade-marked by the association under whose rules it was graded.

d. Should the Contractor fail to provide any of the information required by this Section, the Engineer shall have the right to require tests be made to develop this information and the cost therefor shall be paid by the Contractor.

e. The Engineer may have further inspection and tests made by the commercial laboratory or may make tests itself to ensure that the Contractor is complying with the Specifications.

2.12 STORAGE OF MATERIALS

Watertight storage facilities, of suitable size, with floors raised above the ground, shall be provided for all types of materials liable to damage from exposure to the weather. Other materials shall be stored on blocks off the ground. Materials shall be so placed as to permit easy access for proper inspection and identification. Any material, which has deteriorated, become damaged or otherwise unfit for use, shall not be used in the work. Upon completion of all work or when directed, the Contractor shall remove storage facility construction from the site. Unless prior approval is obtained from the Engineer, no materials shall be stored in the street, and when such permission is granted, a 12' traffic lane will be maintained free and clear. Materials shall not be stored on private property without the express approval of the property owners so concerned.

2.13 DEFECTS AND THEIR REMEDIES

If the Project or any part thereof, or any material to be used in the Project shall be deemed by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall, after receipt of written notice from the Engineer, forthwith remove material and rebuild or otherwise remedy the Project so that it shall be in full accordance with this Contract. The Engineer shall not have the power to waive the Contractor's obligation to furnish good material and perform good work as herein described in full accordance with the Plans and Specifications and other Contract Documents. No failure or omission of the Engineer to condemn any defective work or material shall release the Contractor from the obligation to immediately tear out, remove, and properly replace the same at any time prior to final acceptance upon the discovery of the defective work or material. The Engineer shall, upon request of the Contractor, inspect and accept or reject any material furnished and, in the event the material has been once accepted by the Engineer, such acceptance shall be binding on the Owner unless it can be clearly shown that such material furnished does not meet the Specifications for this Project.

2.14 CHANGES AND ALTERATIONS

The Contractor agrees that the Owner may make such changes and alterations as the Owner may see fit in the line, grade, form, dimensions, plans or materials for the Project, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this Contract and the accompanying Performance and Payment Bonds.

If the changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the portion of the project that was eliminated, except as provided for unit price items under Section 5, "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the Bid Form and Specifications, the increase shall be paid for according to the quantity actually done and at the unit price, established for the work under this Contract; otherwise, additional work shall be paid for as provided for under "Extra Work." In case the Owner makes changes or alterations that make useless any work already done or material already furnished or used, that conformed to specifications, then the Owner shall compensate the Contractor for any material or labor so used on the basis of actual expenses incurred.

2.15 RIGHT OF ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the contractor are found to be inadequate to secure the quality of work or the rate of progress required under this Contract, the Engineer may order the Contractor, in writing, to improve the character and efficiency of the methods and equipment, and the Contractor shall comply with this order.

If at any time the working force of the Contractor is inadequate for securing the progress herein specified, the Engineer may order the Contractor to increase the working force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

The Engineer shall in no event, have any duty to modify the Contractor's methods and procedures. Contractor's duties shall in no way be lessened by the Owner's exercise of control or failure to exercise control over Contractor's methods and procedures.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Engineer shall furnish the Contractor with an adequate and reasonable number of copies of all Plans and Specifications without expense and the Contractor shall keep one copy of the same constantly accessible on the Project site, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS

All Drawings, Specifications and copies thereof furnished by the Engineer shall not be reused on other work and are the property of the City of Victoria and the Owner.

3.03 PERMITS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

3.04 ADEQUACY OF DESIGN

It is understood that the Owner believes it has employed competent engineers and designers. However, the Owner does not guarantee the sufficiency or adequacy of the design or the practicability of the operations of the completed Project. The Contractor, having satisfied itself as to the nature and location of the Project, and having fully reviewed the plans and specifications, agrees to construct and deliver the completed Project to the Owner in workable condition for the purposes intended, and agrees that the Project shall remain workable during the period of the Contractor's warranty obligation.

3.05 RIGHT OF ENTRY

The Owner and Engineer reserve the right to enter the Project site through such agents as they may elect for any lawful purpose, including inspecting work or constructing or installing collateral work.

3.06 DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of this Contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate Contract Documents, the priority of the interpretation defined under Section 1.02 shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the Contract Documents, the Engineer shall define which is intended to apply to the Project.

3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT

The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the Project, whether the Contractor has been paid, partially paid, or not paid for such work, until the entire Project is completed and accepted.

3.08 PROTECTION AGAINST ACCIDENTS TO EMPLOYEES AND THE PUBLIC

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes. All machinery, equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, except where incompatible with Federal, State or Municipal laws or regulations. The Contractor shall provide such machinery, guards, safe walkways, ladders, bridges, gangplanks and other safety devices as may be appropriate or required to prevent accidents. The Contractor shall equip and maintain all work sites in accordance with applicable provisions of the Texas Manual on Uniform Traffic Control Devices.

3.09 CONTRACTOR'S INSURANCE

The Contractor, before starting work on the Project, must furnish to the Owner certificates of insurance or other acceptable evidence from a reputable insurance company or companies (such companies to be acceptable to the Owner) licensed to write insurance in the State of Texas showing that the Contractor is covered by the insurance as follows and maintaining such insurance in force during the entire term of the contract:

1. Worker's 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 Owner.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies,

motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage contractors, office supply deliveries, and delivery of portable toilets.

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

C. The contractor must provide a certificate of coverage to the Governmental Entity prior to being awarded the contract.

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

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

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

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

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

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

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. *The following paragraph shall satisfy this requirement when posted in accordance with the rules of the Texas Workers' Compensation Commission:*

Required Workers' Compensation Coverage

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

Call the Texas Workers' Compensation Commission at (512) 440-3789 to receive information on the legal requirement for coverage or to report an employer's failure to provide 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 City 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. A Waiver of Subrogation against the City of Victoria and its officers, agents, and employees shall be included.

M. If any of the Contractor's employees engaged in hazardous work on the project under this contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

2. General Public Liability Insurance as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the City of Victoria as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the City and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU exclusions will be allowed.

3. Comprehensive Motor Vehicle Liability Insurance on all vehicles used in connection with the contract, whether owned, non-owned or hired as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the City of Victoria as an additional insured and include a waiver of subrogation against the City and its officers, agents, and employees.

4. **If the contract is for more than \$100,000**, Owner's Protective Liability, issued in the name of the City of Victoria, on a separate Certificate of Insurance as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

5. \$500,000 Umbrella Policy Coverage: Umbrella coverage in the amount of \$500,000 overlying commercial general liability and motor vehicle liability policies. The City of Victoria shall be named an additional insured on this policy. This coverage requirement may also be met by providing at least \$1,000,000 of coverage on both the commercial general liability and motor vehicle liability policies.

6. The certificates of insurance furnished to the City of Victoria shall contain a provision that coverage under such policies shall not be canceled or materially changed unless at least 30 days prior written notice has been given to the City.

7. The Contractor will require all subcontractors who provide services on the project to adhere to these requirements.

3.10 INDEMNIFICATION

The Contractor and its sureties shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorneys' fees and expenses brought for any injuries to persons or damages to property in connection with the performance or attempted performance of this contract. So much of the money due the Contractor under this Contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, the sureties shall be held, until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished the City. The Contractor and its sureties expressly agree to defend, indemnify and hold harmless the City, its officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts, or omissions, including negligence, of the City or its officers, agents or employees or any condition of the City's property.

3.11 ROUTING OF TRAFFIC

The Contractor shall obtain approval from the City of plans to barricade a street to traffic at least 48 hours in advance. All Barricading shall be done in compliance with the Texas Manual on Uniform Traffic Control Devices.

3.12 NOTICE TO UTILITY COMPANIES

Prior to starting construction in the vicinity of any existing utility, the Contractor shall notify the Utility Companies involved at least 48 hours in advance of beginning construction. All existing underground utility lines shall be located by the Contractor a sufficient distance ahead of construction to prevent damage to them and to allow minor adjustments of proposed grades if a conflict is found. Whenever existing utilities present an obstruction to grade and/or alignment of the proposed facility, the Contractor shall immediately notify the Engineer who will determine whether existing improvements are to be relocated or grade and alignment of the proposed facility changed. The Contractor shall notify the Engineer in sufficient time so that the Owner may make necessary arrangement for utility relocation. The Owner will not be liable for delays due to changes made by the Owner or by the privately owned utilities, which delay or hinder progress or work. The names of some of the utility companies to be notified are City of Victoria Water/Wastewater Department, Central Power and Light Company, Southwestern Bell Telephone Company, TCA Cable, and Entex.

3.13 HAULING ON CITY STREETS

All trucks shall operate in accordance with applicable provisions of the City of Victoria Truck Route Ordinance.

3.14 PROPERTY LINE AND MONUMENTS

The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be re-set at the expense of the Contractor.

3.15 DRAINAGE

The Contractor shall be responsible for providing adequate drainage of the Project areas until this Project is finally accepted by the Owner. The Contractor will not be permitted to place any materials on a saturated subgrade.

3.16 DAMAGE TO CITY PROPERTY

The Contractor shall protect all City property, including all street surfaces, curbs and gutters and shall repair or replace any damaged facilities at no cost to the City.

3.17 CLEANUP

The Contractor shall at all times keep the site and structures, facilities or improvements thereon free from accumulations of waste material, debris or rubbish caused by its employees or the employees of subcontractors. At the completion of the Project and before final acceptance and final payment, the Contractor shall remove from the site all tools, scaffolding, surplus materials, temporary structures and debris and shall leave the site and the work "broom-clean" or its equivalent unless otherwise noted on the Drawings or specified herein.

3.18 PERFORMANCE AND PAYMENT BONDS

If the contract price exceeds \$25,000, Contractor shall execute payment and performance bonds. However, the performance bond requirement is waived if the contract is for less than \$100,000 and Contractor elects to waive payment for the contract until completion and acceptance of the work by Owner. Performance and Payment Bonds will each be in accordance with Chapter 2253 of the Texas Government Code, in a sum of 100 percent of the total Contract Price, and on forms provided by the Owner for this purpose, guaranteeing faithful performance of the Project and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing it any equipment in the execution of the Contract. This Contract shall not be in effect until all required Performance and Payment Bonds are furnished and approved by Owner. The cost of the premium for the Performance and Payment Bonds shall be included in Contractor's proposal.

3.19 LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

3.20 PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect adjacent properties in any way encountered which might be injured or seriously affected by any process of construction to be undertaken under this Contract. The Contractor shall indemnify, hold harmless and defend the Owner and the City from and against any and all claims for such damage on account of his failure to fully protect all adjoining property.

3.21 PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS

The Contractor agrees that it will not include any terms in its contracts with subcontractors that are in derogation of its obligations in this Contract. The Contractor will include in its contracts with subcontractors a stipulation that no lien may be filed in connection with the Project, but rather that the Contractor and the Surety on the Payment Bond must be jointly notified of any past due claims against the Contractor.

The Contractor agrees that it will make prompt payments to all subcontractors in connection with this Contract. Prior to making request for Final Payment, the Contractor shall furnish an affidavit that all obligations of this nature have been fully paid. If the Contractor fails to do so, then the Owner may at its option pay directly any unpaid bills, of which the Owner has written notice, or may refuse to make any further payments to the Contractor. In no event, however, shall the provisions of this section be construed to impose any obligation upon the Owner by either the Contractor or the Surety on the Payment Bond.

3.22 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The Contractor shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the Owner harmless from any loss on account thereof, except that the Owner shall defend all such suits and claims, and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then the Contractor shall indemnify and save the Owner harmless from any loss on account thereof. If the material or process specified or required by the Owner is claimed to be an infringement, the Contractor shall be responsible for any such claims unless it promptly notifies the Owner of any such claims.

3.23 LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the Contract or the Project, and shall hold harmless, defend and indemnify the Owner and the City against any claims arising from the violation of any such laws, ordinances and regulations, whether by the Contractor or its employees, except where the violations are called for by the provisions of the Contract Documents. If the Contractor observes that the Contract Documents are at variance with any such laws or regulations, it shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without notice to the Engineer, the Contractor shall bear all costs arising therefrom. The laws from which the Owner derives its powers, insofar as the same regulate the conditions under which the Owner may enter into contract, shall be controlling and shall be considered as part of this Contract.

3.24 ASSIGNMENT AND SUBLETTING

The Contractor will retain control and will give full attention to the fulfillment of this Contract, and it will not assign by Power-of-Attorney or otherwise, or sublet this Contract, without the written consent of the Owner, and no part or feature of the Project will be sublet to anyone objectionable to the Engineer or the Owner. The Contractor agrees that the subletting of any portion or feature of the Project or materials required in the performance of this Contract shall not relieve the Contractor from its full obligations to the Owner as provided by this Contract.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION

The Contractor shall be allowed to prosecute its work at such times and seasons, in such order and precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the Project shall be completed as a whole and in part, in accordance with this Contract, the Plans and Specifications, and within the time of completion designated in the Contract; provided, also, that when the Owner is having other work done, either by contract or by its own force, the Engineer may direct the time and manner of constructing the work done under this Contract so that conflict will be avoided and the construction of the various works being done for the Owner shall be harmonized.

At the request of the Engineer, the Contractor shall within fifteen (15) days after the award of the Contract, prepare and submit to the Engineer for approval, a practicable schedule showing the order in which the Contractor proposes to prosecute the work, the dates on which it will start the various major elements of the Project (including the procurement of materials, plant and equipment), and the dates contemplated for completion of each. The schedule shall be accompanied by a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The Contractor shall enter on the chart the actual

progress at the end of each week or at such other intervals as may be directed by the Engineer and shall deliver three (3) copies thereof to the Engineer.

4.02 EXTENSION OF TIME

Should the Contractor be delayed in the completion of the Project by any act or neglect of the Owner or Engineer, or by other contractors employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fires, unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, then the Contractor may present a written request to the Engineer for an extension of time for completing the Project. If the basis for and the amount of the extension are determined by the Engineer to be justified, the Engineer shall issue a written extension to the Contractor.

4.03 HINDRANCES AND DELAYS

The contractor shall make no claims for damages resulting from hindrances or delays from any cause. The sole remedy for any hindrance or delay shall be an extension of time for completion of the Project.

5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS

In determining the amounts of payments, no extra or customary measurements of any kind will be allowed; rather, the actual measured and/or computed units according to the units set forth in the Bid Form shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES

These Contract Documents are intended to show all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under This Contract is the unit price method, payment shall be for the actual amount of work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract, and the estimated quantities contemplated and contained in the Bid Form; however, in case the actual quantity of any "major item" should become as much as 20% more than, or 20% less than, the estimated or contemplated quantity for the items, then either party to this Contract may request revised consideration for the portion of the work above or below 20% of the estimated quantity. A "major item" shall be construed to be any individual bid item described in the Bid Proposal that has

a total cost equal to or greater than five (5) percent of the Contract sum. Any revised consideration may be determined by agreement between the parties, or by the terms of this Contract as provided under "Extra Work."

5.03 PARTIAL PAYMENTS

On or before the 5th day of each month, the Engineer shall prepare a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month. The Owner shall then pay the Contractor on or before the last day of the current month the total amount of the Engineer's statement, less five (5) percent of the amount thereof, which percent shall be retained until final payment and, further, less the sum of all previous payments, and all further sums that may be retained by the Owner under the terms of this Contract. Owner's failure to make said statement shall not waive the right Owner may have under the terms of the Contract Documents or state law to withhold any sums otherwise payable hereunder.

5.04 USE OF COMPLETED PORTIONS

The Owner may take possession of and use any completed or partially completed portions of the Project, even though the time for completing the portions has not expired. This possession and use shall not be deemed an acceptance of any work not constructed in accordance with the Contractor Documents.

5.05 CERTIFICATE OF COMPLETION

Within ten (10) days after the Contractor has given the Engineer written notice that the Project has been fully completed, the Engineer shall inspect the Project and if it is found to be fully completed in accordance with the Contract Documents, the Engineer shall issue to the Owner and the Contractor a Certificate of Completion.

5.06 ACCEPTANCE AND FINAL PAYMENT

Upon the issuance of the Certificate of Completion, the Engineer shall make final measurements and provide to the Owner a final statement of the value of all work performed and materials furnished under the terms of the Contract, and the Contractor shall submit an affidavit that all subcontractors, material suppliers, laborers, accountants and claimants have been fully paid. Within ten (10) days of the Owner's receipt of the Engineer's Certificate of Completion and the Contractor's affidavit, the Owner shall issue a Certificate of Acceptance to the Contractor. The Owner shall make final payment to the Contractor of the balance due on or after the 30th day, and before the 35th day, after the date of the Certificate of Acceptance, provided the Contractor has fully performed its obligations under the terms of this Contract. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the Contractor of the requirement to fulfill all of its maintenance and warranty obligations. Contractor's acceptance of payment pursuant to this contract that is designated as "final payment" shall release Owner from any and all claims of Contractor against Owner with respect to any work performed pursuant to this contract.

5.07 PAYMENTS WITHHELD

The Owner may withhold or nullify the whole or part of any payment request on the basis of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors.
- d. Damage to another contractor.

When the grounds for withholding payment are removed to the satisfaction of the Owner, payment less 5% retainage shall be made for amounts withheld because of them.

5.08 DELAYED PAYMENTS

Should the Owner fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is due, then the Owner shall pay to the Contractor, in addition to the sum shown as due by the statement, interest at the rate of six (6) percent per annum, from the date due until fully paid, which shall fully liquidate any injury to the Contractor resulting from the delay in payment.

5.09 GUARANTEE

The Contractor warrants that all the work under the Contract will be free from faulty materials in every particular, and free from improper workmanship, except from proper and usual wear, and agrees to replace or to re-execute without cost to the Owner or City all work found to be improper or imperfect, and to make good all damage caused to the other work or materials due to such required replacement or re-execution. This warranty shall cover a period of One (1) Year from the date of issuance of the Owners Certificate of Acceptance.

Neither the Certificate of Acceptance, nor final payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the warranty.

6. EXTRA WORK AND CLAIMS

6.01 EXTRA WORK

The Contractor shall perform Extra Work when presented with a written Extra Work Order signed by the Engineer. The Contractor may require a written confirmation of any Extra Work Order by the Owner. The compensation to be paid the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method (A) By agreed unit prices; or

Method (B) By agreed lump sum; or

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

In the event Extra Work is paid for under method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all laborers and materials,

machinery and equipment for the time actually used on the Extra Work. The Engineer may direct the form in which accounts of the "actual field cost" shall be kept, and the records of these accounts shall be made available to the Engineer. The Engineer may also specify in writing, before the work commences, the method of doing the work and type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work Order. The fifteen (15) percent of the "actual field cost" to be paid the Contractor shall cover and compensate it for profit, overhead, superintendence and all other elements of cost and expenses not embraced within the "actual field cost" as herein defined.

No claim for Extra Work of any kind will be allowed unless ordered in writing by the Engineer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to the Engineer for an Extra Work Order.

6.02 TIME OF FILING CLAIMS

All questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Engineer within thirty (30) days after the Engineer has given any directions, orders or instructions to which the Contractor takes exception. The Engineer shall reply to such written exceptions by the Contractor and render a final decision in writing. Failure to present a question of dispute or adjustment to Engineer within 30 days after the aforementioned action to which Contractor takes exception shall constitute a waiver of Contractors' request for adjustment or claim against Owner.

7. ABANDONMENT OF CONTRACT

7.01 ABANDONMENT BY CONTRACTOR

In case the Contractor abandons work on the Project and fails to resume work within ten (10) days after written notification from the Engineer, or if the Contractor fails to comply with orders of the Engineer then the Sureties on the Performance Bond shall be notified in writing by the Owner and directed to complete the work, and a copy of this notice shall be delivered to the Contractor.

7.02 USE OF EQUIPMENT AND MATERIALS

After receiving notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials, or supplies then on the job. These items together with any materials and equipment under contract for the Project, may be held for use on the Project by the Owner or the Surety on the Performance Bond, or another contractor, for completion of the Project. The Contractor shall not receive any rental or credit therefor it being understood that the use of such equipment and materials may ultimately reduce the cost to complete the work and be reflected in the final payment, if any is due, to the Contractor.

7.03 COMPLETION AFTER ABANDONMENT

In case no Performance Bond is required or in case the Surety on the Performance Bond fails to commence completion of the work in accordance with the Notice of Abandonment within ten (10) days after receipt of the notice, then the Owner may provide for completion of the Project in either of the following manners:

The Owner may employ such laborers and use such machinery, equipment, tools, materials and supplies, including those of the Contractor in accordance with Section 7.02 as is necessary to complete the Project. The Owner shall charge all extra expense of this labor, machinery, equipment, tools, materials and supplies together with a reasonable sum for management and supervision to the Contractor, and expense so charged shall be deducted and paid by the Owner out of monies otherwise due the Contractor under this Contract. In case this expense is greater than the sum which would have been payable under this Contract if the Project had been completed by the Contractor, the Contractor and/or its Surety shall pay the amount of such excess to the Owner; or the Owner may let a contract for the completion of the Project, using a sealed bid procedure, under substantially the same terms and conditions as in this Contract. In case of any increase in cost to the Owner under the new contract including additional expenses for supervision and re-letting of the contract, compared to what would have been the cost under this Contract, the increase shall be charged to the Contractor and the Surety.

When the Project has been completed, the Contractor and the Surety shall be notified and the Certificates of Completion and Acceptance, as provided in Paragraphs 5.06 and 5.07 above, shall be issued. A complete itemized statement of the contract accounts, certified by the Engineer as being correct, shall then be prepared and delivered to the Contractor and the Surety. The Contractor and the Surety shall pay any balance due as reflected by this statement within thirty-five (35) days after the date of the Certificate of Acceptance.

7.04 DISPOSITION OF EQUIPMENT AND MATERIALS

In the event the Engineer's statement of accounts shows that the cost to complete the work is less than the cost would have been had the work been completed by the Contractor under the terms of this Contract, or upon full payment by the Contractor and the Surety of any balance due to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and the Surety. Should the Contractor and the Surety fail to pay any balance due the Owner within the time designated above, and there remains any machinery, equipment, tools, materials or supplies of the Contractor on the site of the work, the Owner shall mail a notice together with an itemized list of the equipment and materials, to the Contractor and the Surety at their addresses shown in this Contract. After mailing the notice, the Owner shall hold the property at the risk of the Contractor and the Surety subject only to the duty to exercise ordinary care to protect the property. After fifteen (15) days from the date of the notice, the Owner may sell the machinery, equipment, tools, materials or supplies and apply the proceeds towards the balance due the Owner from the Contractor. This sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials or supplies that remain on the work and belong to persons other than the Contractor to their proper owners. The records on all activities conducted under this section shall be open to the Contractor and the Surety.

8.0 MINIMUM WAGE RATES

The Contractor shall pay the wage rates for the various classes of labor employed directly on this project in accordance with U.S. Department of Labor, **General Decision No. TX20080071, 2/08/2008, TX 71** which is attached to these Contract Documents and included herein. Intentional failure of the Contractor to pay these specified wage rates for workers directly employed on the project may subject the Contractor to a penalty as specified by Texas Government Code §2258.023.

GENERAL DECISION: **TX20080071** 02/08/2008 TX71

Date: February 8, 2008

General Decision Number: **TX20080071** 02/08/2008

Superseded General Decision Number: TX20070073

State: Texas

Construction Type: Building

Counties: Atascosa, Comal, De Witt, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Lavaca, Lee, Refugio, Victoria and Wilson Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008

* SUTX1992-007 05/14/1992

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 8.50	
BRICKLAYER.....	\$ 10.18	
Carpenter.....	\$ 8.11	
Cement Mason.....	\$ 9.00	
Electrician.....	\$ 8.50	
Glazier.....	\$ 8.50	
Insulator.....	\$ 5.85	
Ironworker.....	\$ 7.29	
Laborer.....	\$ 5.85	
Painter.....	\$ 7.25	
Plasterer.....	\$ 11.00	
Plumbers and Pipefitters.....	\$ 8.22	
Power equipment operators:		
Backhoe.....	\$ 7.58	
Cherry Picker Crane.....	\$ 9.00	
Roofers:		
Kettlemen.....	\$ 7.53	
Roofers.....	\$ 9.09	

Waterproofers.....	\$ 5.85
Sheet metal worker.....	\$ 10.94
Soft Floor Layer.....	\$ 7.40
Truck Driver.....	\$ 5.85

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

SPECIAL CONDITIONS

TABLE OF CONTENTS
FOR
SPECIAL CONDITIONS

1.0	GENERAL	SC-3
2.0	SITE OF WORK	SC-3
3.0	SUMMARY OF WORK	SC-3
4.0	ACCESS TO SITE	SC-3
5.0	ALTERATIONS OF EXISTING UTILITIES	SC-3
6.0	WORK BY OTHERS	SC-4
7.0	CONSTRUCTION IN INTERSECTIONS	SC-4
8.0	TESTING OF COMPLETED WORK	SC-4
9.0	UTILITIES FOR CONSTRUCTION	SC-4
10.0	HOLIDAYS	SC-5

SPECIAL CONDITIONS
CITY OF VICTORIA, TEXAS

1.0 GENERAL

The provisions of the Special Conditions shall govern in the event of any conflict between them and the General Conditions.

2.0 SITE OF WORK

The site of the work is within the City of Victoria and is more clearly defined on the Location Maps, which include the following titled drawings:

“Construction of Metal Building on Existing Slab @2902 Bluff St.”

3.0 SUMMARY OF WORK

Work will include the following if Additive Alternate #1 is accepted:

1. Base Proposal consisting of metal building on existing slab.
2. Additive Alternate #1 consisting of metal carport.

4.0 ACCESS TO SITE

Easements and rights-of-way for the Project will be obtained by the Owner. Access to the Project is possible over existing rights-of-way, paved or gravel streets and roads. It shall be the Contractor's responsibility to examine each site, and the access thereto, to obtain full knowledge of the conditions under which the work will be executed.

5.0 ALTERATION OF EXISTING UTILITIES

The Contractor shall locate, mark and protect all existing utility lines and services, manholes, valve boxes, meter boxes, fire hydrants, etc., that may be affected by its work. The Contractor shall be responsible for examining the Drawings for other contiguous work that may be under construction or proposed along the site of the work, which drawings are on file in the office of the Engineer. The Contractor shall schedule its work and make such alterations to existing utilities so that the least possible delays and inconvenience to its construction and to adjacent property owners shall occur. The Contractor shall conduct its operations in such a manner as to prevent damage to existing facilities to be relocated and shall repair or replace any damage resulting from its operations at its own expense.

6.0 WORK BY OTHERS

Alterations to existing gas pipeline, underground electrical and telephone lines and conduit, power poles and all alterations of utilities not belonging to the Owner which may be required for the proper completion of the work will be performed by others. The Contractor shall afford other contractors performing such work reasonable access and opportunity for the introduction and storage of materials and the execution of their work and shall coordinate its work with the work of such other contractors. In the event of conflict, the Engineer shall determine the rights of the various interests.

Whenever possible, all existing underground lines, power poles and other facilities will remain in place. The Contractor shall maintain such lines in good working order and free from damage.

7.0 CONSTRUCTION IN INTERSECTIONS

Insofar as possible, the Contractor shall schedule and conduct its operations in the intersections as rapidly as possible to minimize the length of time the intersections will be closed to traffic.

8.0 TESTING OF COMPLETED WORK

When a portion of the work has been completed in accordance with these Specifications and requires testing, the Contractor shall notify the Engineer so that tests of the completed work may be made. It shall be the Contractor's responsibility to give such notification sufficiently in advance of other work so as to prevent delays in the work. No claims for additional payment will be allowed because of delays caused by testing. All tests, made by a commercial laboratory designated by the Owner, shall be paid for by the Owner provided such tests show compliance with the requirements of the Drawings and these Specifications. Any materials failing to meet the requirements of the Drawings and Specifications shall be reworked as necessary until the minimum requirements are met.

9.0 UTILITIES FOR CONSTRUCTION

All utilities for construction shall be secured and paid for by the Contractor

10.0 HOLIDAYS

Work shall not be performed without written permission of the Contractor on the following days:

New Years Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day

Thanksgiving Day
Day after Thanksgiving

Christmas Eve
Christmas Day
Day after Christmas Day

TECHNICAL SPECIFICATIONS

1. GENERAL NOTES
2. VICINITY MAP

GENERAL NOTES

GENERAL INFORMATION:

Building Description

The Contractor will construct a metallic building that will encompass approximately 3,712 square feet. The main structural frame shall be of steel material or beams and perkins which have been protected with red oxide coating. The main structure will have 1 – 11'H X 14'W overhead drum door, 1 – 14'H X 14'W overhead drum door, 1 – 16' X 14'W overhead drum door, 2 – 14'H X 12'W sliding doors and 2 – 8'H X 3'W personnel doors. The contractor will construct a metal building on an existing concrete slab that has several different floor elevations. The wall height on the most southern end of the building will be used to determine the height of the carport in Additive Alternate #1. A wall height of approximately 12' on the carport and a wall height of 18' on the southern part of the main building structure will be maintained.

This will be a Gable Symmetrical continuous frame building with the ridge in the center of the building, consisting of tapered or straight columns and rafters. Sidewall girts may be continuous, by-passing the columns or simple span, flush in the column line. Rafters may not have interior columns.

Building type normally has Simple Span endwall girts flush in the column line.

Building Dimension

Roof slope shall have a minimum of 1" on 12" inches of rise on a horizontal run.

Main structure of the building shall be 32' width with 116' 10" length of measurement from outside to outside of sidewall girts or equivalent to the exiting slab. The contractor shall be responsible for the exact dimensions of the building to ensure it matches the exiting slab. The southern most portion of this building shall have 18' wall height and step down accordingly to maintain a continuous ridge through out this section of the building.

Bay spacing shall be a minimum of 20' between frame centerlines (except at end bays) unless otherwise specified, for this building with "R" panels.

STRUCTURAL STEEL REQUIREMENTS:

The building manufacturer shall use standards, specifications, recommendations, findings and/or interpretations of professionally recognized groups such as AISC, AISI, AAMA, AWS, ASTM, MBMA, Federal Specifications, and unpublished research by MBMA as the basis for establishing design, drafting, fabrication, and quality criteria, practices, and tolerances. For convenience, one or more sources may be referenced in a particular portion of these specifications. In all instances,

however, the manufacturer's design, drafting, fabrication and quality criteria, practices, and tolerances shall govern, unless specifically countermanded by the contract documents.

Structural mill sections or welded up plate sections will generally be designed in accordance with the 9th edition of AISC's "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings", ASD method.

Cold-Formed steel structural members will generally be designed in accordance with the latest edition of AISI's "Specifications for the Design of Cold-Formed Steel Structural Members".

Designed Wind Loads - Design loads shall be as specified and set forth in the contract, and shall be in accordance with the manufacturer's standard design practices. A Design Wind load of 110 mph is required.

BASIC MATERIAL REQUIREMENTS:

Primary Framing Steel

Steel for hot rolled shapes shall conform to the requirements of ASTM Specifications A-36, with minimum yield of 36, 42, or 50 psi.

Steel for built-up sections shall generally conform to the physical requirements of ASTM D529, ASTM 572 or ASTM A36 as applicable, with minimum yield of

42,000, 50,000, or 55,000 psi as indicated by the design requirements.

Steel for endwall "C" sections shall generally conform to the physical requirements of ASTM A607 GR55M or equivalent, and have a minimum yield of 55,000 psi.

Secondary Framing Steel - Steel used to form purlins, girts, eave struts and "C" sections shall be Republic Steel P-55 or equivalent, comparable to the requirement of ASTM A607 Grade 55. Minimum yield shall be 55,000 psi.

Roof And Wall Panel Material - Panel material as specified shall be 26 gauge Galvalume® as manufactured by Bethlehem Steel Corporation, or equal, conforming to the requirements of ASTM A792 Grade 80 or Grade 50. Minimum yield stress shall be 80,000 ksi for Grade 80 and 50,000 ksi for Grade 50.

Structural Framing

A. General

All framing members can be shop fabricated for field bolted assembly or field welded. The surfaces of the bolted connections shall be smooth and free from burrs or distortions.

All shop connections shall be in accordance with the manufacturer's standard design practices as specified in Paragraph 2.1.1. Certification of welder qualifications will be furnished when required and specified in advance.

All framing members, where necessary, shall carry an easily identifying mark.

B. Primary Framing

Rigid Frame: All rigid frames shall be welded built-up "I" sections or hot-rolled sections. The columns and the rafters may be either uniform depth or tapered. Flanges shall be connected to webs by means of a continuous fillet weld on one side.

Endwall Frames: All endwall roof beams and endwall columns shall be cold-formed "C" sections, mill-rolled sections, or built-up "I" sections depending on design requirements.

Plates, Stiffeners, etc.: All base plates, splice plates, cap plates, and stiffeners shall be factory welded into place on the structural members.

Bolt Holes, etc.: All base plates, splice and flanges shall be shop fabricated to include bolt connection holes. Webs shall be shop fabricated to include bracing holes.

Connections for secondary structural (purlins and girts) shall be by means of welded clips.

C. Secondary Framing

Purlins and Girts: Purlins and girts shall be cold-formed "Z" sections with stiffened flanges. Flange stiffeners shall be sized to comply with the requirements of the latest edition of AISI. Purlin and girt flanges shall be unequal in width to allow for easier nesting during erection. They may be prepunched at the factory to provide for field bolting to the rigid frames or welded. They shall be simple or continuous span as required by design. Connection bolts will install through the webs, not flanges.

Eave Struts: Eave Struts shall be unequal flange cold-formed "C" sections.

Base Angle: A base member will be supplied by which the base of the wall covering may be attached to the perimeter of the slab. This member

shall be secured to the concrete slab with ram-sets, expansion bolts, or equivalent anchors.

D. Bracing

Diagonal Bracing: Diagonal bracing in the roof and sidewalls shall be used to remove longitudinal loads (wind, crane, etc.) from the structure. This bracing will be furnished to length and equipped with bevel washers and nuts at each end. It may consist of rods threaded each end or galvanized cable with suitable threaded end anchors. If load requirements so dictate, bracing may be of structural angle and/or pipe, bolted in place.

Flange Braces: The compression flange of all primary framing shall be braced laterally with angles connecting to the webs of purlins or girts so that the flange compressive stress is within allowable limits for any combination of loading.

Special Bracing: When diagonal bracing is not permitted in the sidewall, a rigid frame type portal or fixed base columns will be used. Wind bracing in the roof and/or walls need not be furnished where it can be shown that the diaphragm strength of the roof and/or wall covering is adequate to resist the applied wind forces.

Roof and Wall Covering

1. General

Roof and walls shall be covered with an "R" panel style material.

Panels "R" shall be 26 gauge Galvalume Plus® or pre-coated Galvalume® steel.

2. Panel Description

"R" Panel shall have major ribs 1 1/4" high spaced 12" on center. In the flat area between the major ribs are two smaller minor ribs. Each panel shall provide 36" net coverage in width. All sidelaps shall be at least one major rib.

Panel Length: All wall panels shall be continuous from sill to roof line and all roof panels shall be continuous from eave to ridge except where lengths become prohibitive for handling purposes. All end laps shall be at least 6" on roof and 4" on walls.

Endwall Edge Cuts: All endwall panels for buildings with more than 1:12 roof slope shall be bevel cut by the erector in the field.

MISCELLANEOUS MATERIAL REQUIREMENTS:

1. Fasteners:

Structural Bolts - All bolts used in connections of secondary framing to primary framing shall be zinc plated ASTM A307 or ASTM A325 as required by design.

Fasteners for Roof Panels- All panels shall be attached to the secondary framing members by means of:

Long Life fastener, in either self-tapping or self-drilling fasteners shall be used with the Galvalume Plus[®] panels.

Fasteners for Roof Panel Sidelaps are as follows:

Above fasteners in a Long Life finish, either in self-drilling or self-tapping. Corrosion resistant head with a long life extended warranty. Fasteners shall be used with Galvalume Plus[®] panels.

Fasteners for Wall "R" Panels shall be attached to the secondary framing members by means of:

Corrosion resistant type Long Life fasteners with sealing washers, either self-tapping or self-drilling, as herein described.

Fasteners for Wall Panel Sidelaps:

Corrosion resistant type Long Life fasteners with sealing washers, either self-drilling or self-tapping, as herein described.

2. Sealants And Closures:

Closure Strips: the corrugations of the roof and wall panels shall be filled with solid or closed-cell, performed rubber, neoprene or polyethylene closures along the eave, ridge rake or base when required for weather tightness. Closures must be ordered separately.

Sealants: Roof panels shall be sealed with 3/32" x 3/8" wide tape sealant. The material shall be a Butyl base elastic compound with a minimum solid content of 99%, Schnee-Moorehead #522 or equal. The sealant shall have good adhesion to metal and be non-staining, non corrosive, non-shrinking, non-oxidizing, non-toxic and non-volatile. The service temperature shall be from -60°F to +300°F. Optional 3/32" x 1" tape is available.

Caulk: All gutter and downspout joints, rake flashing laps, ridge flashing laps, doors, windows, and louvers shall be sealed with

white, burnished slate, or gray pigmented caulk of Butyl rubber base, or clear silicone.

3. Gutter, Flashing And Downspouts:

Gutters and Flashing: All standard exterior gutters are 26 gauge Galvalume Plus[®] steel. Standard rake flashing is 26 gauge Galvalume Plus[®] steel.

Downspouts: All downspouts shall be 26 gauge Galvalume[®] steel, rectangular in shape.

4. Flashing And Trim:

Flashing at the rake (parallel to roof panels) and high eave shall not compromise the integrity of the roof system by constricting movement due to thermal expansion and contraction.

All flashing shall be manufactured from Galvalume[®] steel, Galvalume Plus[®].

5. Painting:

Structural Painting

All uncoated structural steel shall be cleaned of all foreign matter and loose scale in accordance with SSPC-2 and given a one mil coat of red oxide primer. Primer shall be applied by the use of airless handguns. Primer generally meets or exceeds the performance requirements of Federal Specification TT-P-636D.

Light gauge steel members shall be shot blasted and pre-coated with one coat of red oxide primer. Some hand sprayed shop touch-up may be employed.

Abrasions caused by handling after painting is to be expected. Primer shall be furnished to touch-up or field painting as specified in the contract documents.

ACCESSORIES:

Personnel Doors

Standard personnel door shall be **Premier Omni, manufactured by Premier Products, Inc., or equal**. Standard personnel door shall be 3'-0" x 1 3/4" manufactured from 18 gauge galvanized steel. Door shall have square edges for non-handed installation. Doors shall be flush and have vertical mechanical interlocking seams on both hinge and lock edges. Doors shall be provided with

top and bottom inverted 16 gauge galvanized steel channels spot welded within the door. Provide doors with pre-foamed polystyrene slab of 1.0# test density filling the inside of the doors. Doors shall be reinforced for applicable hardware. Doors shall be solid with no glass.

Door frames shall be **Premier Omni, manufactured by Premier Products, Inc., or equal**. Door frames shall be 16 gauge galvanized steel. Door jambs shall be constructed for non-hand installation. Door frames shall have head and jamb flashing and weather strip. Door frames shall be provided with 1-1/2 pair of 4-1/2" x 4-1/2" hinges and reversible ANSI strike plate. Doors and frames shall be reinforced with 9 gauge hinge reinforcements.

Standard lockset selected by owner should be chosen in accordance with all current federal, state and local laws for the type of access required and the nature of use of the building.

Door threshold shall be aluminum, supplied with flat head fasteners and expansion shields for attachment to masonry floor.

Overhead Doors & Framing

Overhead door shall be **RC Series-Chain Operation, manufactured by Mahon Door Corporation or equal**. Overhead door support framing shall be designed to resist applicable wind loads and shall consist of channel jambs with a structural header at the top of the opening. Twenty-six gauge galvanized steel flashings, color coordinated, can be provided to conceal panel edges around the opening unless otherwise specified.

Overhead doors shall withstand the required 110 mph wind load. They shall be constructed of galvanized steel. Contractor shall supply and install 1 – 11'H X 14'W overhead drum door, 1 – 14'H X 14'W overhead drum door, 1 – 16' X 14'W overhead drum door; Contractor shall fabricate and install 2 – 14'H X 12'W sliding doors, per detail provided.

ERECTION AND INSTALLATION:

Erection and Installation

Construction of the roof system shall be in complete accordance with the Manufacturer's Safety Guidelines. Any deviation could result in damage to the roof system, for which the contractor will be liable for repair or replacement.

The contractor shall comply with the manufactures recommended procedures and trim design variations to accommodate the out-of

square and out-of plumb conditions that sometimes occur during the construction process.

The contractor will be required to apply for all pertinent city permits. The City of Victoria will wave all associated fees.

BUILDING, ANCHORAGE, & FOUNDATIONS:

Building Anchorage and Foundations

The addition of support columns will be required under select load bearing support, as shown on Sheet 3 of 3 of the Engineered Drawings titled "City of Victoria Water Department Proposed Building, 2902 Bluff Street, Victoria, Texas". They shall consist of a minimum of 2'X3'X2' Pod with #4 rebar added to support the wind load of this building. The engineered drawings shall determine the exact dimensions and locations.

The building anchor bolts shall be designed to resist the maximum column reactions resulting from the specified combinations of loadings. These designs and sizes shall be specified by the manufacturer. Anchor bolts will be supplied by the contractor and NOT by the manufacturer.

The building shall be adequately secured to the existing slab to prevent any damage to the structure during sustaining wind load of 110 mph.

ELECTRICAL:

This contract does not call for the installation of any electrical equipment.

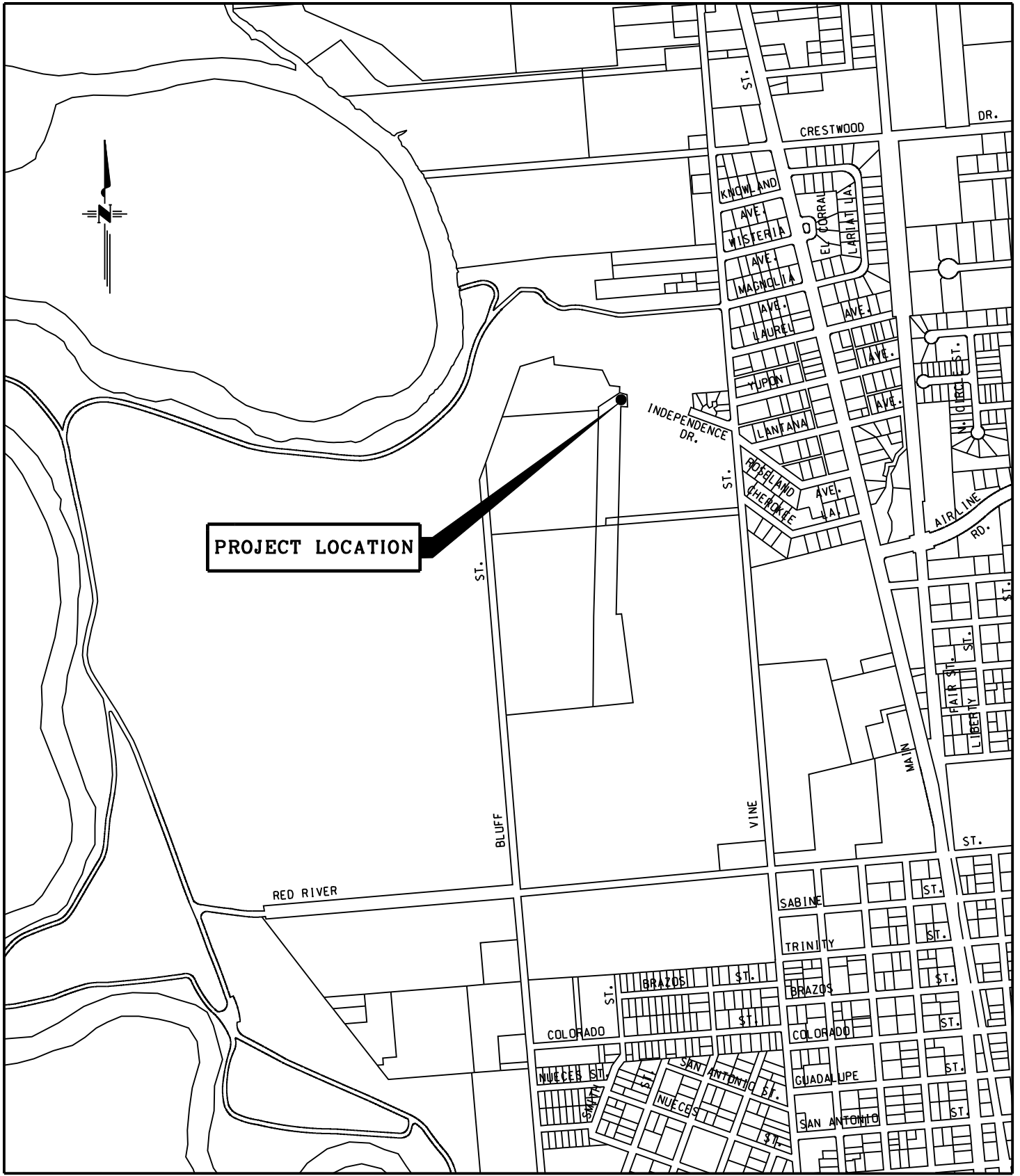
The City of Victoria will provide electrical supply for the construction of this facility.

ADDITIVE ALTERNATE #1 – approx. 1,900 SF CARPORT:

Construction shall comply with the building standards as described in the above referenced GENERAL NOTES .

The carport shall be constructed of steel material with a galvanized protective coating, as shown on the Engineered Drawings titled "City of Victoria Water Department Proposed Building, 2902 Bluff Street, Victoria, Texas". All welded joints shall be shot blasted and coated with an approved galvanized hand sprayed shop touch up paint.

Carport structure shall be 19' width with 80' length of measurement from outside to outside of sidewall girts or equivalent to the exiting slab. This portion will be roof only, without enclosed walls. The ridge shall be a continuous run the length of the carport and intersect with the ridge line from the main structure. The ridge height of this portion of the building shall be a continuation of the main structure. This will enable a minimum of 12' walls at the lowest point.



**CONSTRUCTION OF METAL BUILDING
ON EXISTING SLAB @ 2902 BLUFF ST.**

SHEET 1 OF 1

DATE: 05/08

PROJECT