



SPECIFICATIONS  
FOR THE  
2024 CITY OF YOAKUM  
STREET IMPROVEMENTS PROJECT

MAYOR

Carl L. O'Neill

COUNCILMEMBERS

Michael Brandt

Glenn Klander

John S. Pelech

Tanya Wenzel

May 2024

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**ADVERTISEMENT FOR BIDS**  
**2024 City of Yoakum Street Improvements Project**

Separate sealed bids for seal coating of approximately 57,570 square yards of streets in the City of Yoakum will be received by the City Clerk at Yoakum City Hall, 808 US HWY 77-A South, PO Box 738, Yoakum, Texas 77995, **until 3:00 P.M., Thursday, May 2, 2024. Bid envelopes should be clearly marked "2024 City of Yoakum Street Improvement Project."** Said bids will be publicly opened in the Conference Room in City Hall and read aloud. Bids will be reviewed and presented for award to the City Council at their meeting of May 14, 2024.

The information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents will be available for examination beginning April 10, 2024 at the Yoakum City Hall. Copies may be obtained from the office of the City Clerk.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

The City of Yoakum reserves the right to reject any or all bids, to waive any informalities in bidding and to accept the bid or bids deemed most advantageous to the City.

THERESA A. BOWE  
CITY CLERK

# INFORMATION FOR BIDDERS

## 1. Receipt of Opening Bids

The City of Yoakum herein called the ("Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of City Clerk, City Hall, 808 US HWY 77-A South, Yoakum, Texas 77995 **until 3:00 P.M., Thursday, May 2, 2024.** Bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City Clerk, 808 US HWY 77-A South, Yoakum, Texas 77995 and designated as Bid for "2024 City of Yoakum Street Improvements Project".

Bids will be reviewed and presented for award to the City Council at their meeting of May 14, 2024.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

Each bid must be submitted on the prescribed form and the sealed envelope shall bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope must be enclosed in another envelope and addressed as specified in the bid form.

## 2. Subcontracts

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

## 3. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Bidder must have 10 years of verifiable, business and work experience in seal coating street work.

## 4. Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

## 5. Liquidating Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

## **6. Time of Completion and Liquidated Damages**

Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 30 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$150.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## **7. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing to the Director of Public Works at PO Box 738 (808 US HWY 77-A South), Yoakum, Texas 77995 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to prospective bidders, not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## **8. Security for Faithful Performance**

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

## **9. Power of Attorney**

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

## **10. Laws and Regulations**

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

## **11. Funding**

No Federal funds will be used on this project; therefore, special provisions usually required by governmental agencies will not be necessary for this project.

## **12. Method of Award - Lowest Qualified Bidder**

The Owner reserves the right to waive informalities, to reject any and all bids, to accept bids based on alternate items and quantities specified, and to accept the bid most advantageous to the public interest. The Owner also retains right to reduce the total proposal amount 25% by reducing quantities if the total proposal exceeds the funds available. If the total proposal is below the amount of funds available for construction, the Owner retains the right to increase the proposal amount by 25%.

### **13. Obligation of Bidder**

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

### **14. Maintenance Guarantee**

The contractor shall maintain and guarantee the work that he does against defective workmanship and materials for a period of one (1) year from the date of final acceptance of the work by the owner.

Prior to the expiration of the one (1) year warranty period, the city will conduct a thorough inspection of the improvements to verify the integrity of the project. The inspection will include visual examination of the improvements and may include other inspection techniques to verify the integrity of the improvements.

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

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

**UNIT PRICE BID FORM**

Place: City of Yoakum

Date: May 2, 2024

Project: 2024 Street Improvements

Proposal of \_\_\_\_\_ (hereinafter called Bidder) a corporation, organized and existing under the laws of the State of \_\_\_\_\_/a partnership/an individual doing business as \_\_\_\_\_(cross out non-applicable references).

To the City of Yoakum, 808 US HWY 77-A South, Yoakum, Texas 77995 (Hereinafter called Owner).

Sirs/Madams:

The Bidder, in compliance with your invitation for bids for the construction of a street improvements project involving seal coating, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the project including the availability of materials and labor, hereby proposes to furnish all labor, materials, 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 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 a written contract within 30 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$150 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

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

**BID PROPOSAL**  
**BASE BID**  
**2024 CITY OF YOAKUM STREET IMPROVEMENTS PROJECT**  
**SEAL COATING OF STREETS**

Bidder agrees to do all work described in the specifications and shown on plans, for the following prices.

**PAY ITEM**

<u>NO.</u>	<u>QUANTITY UNIT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
315	20,149.5	GAL. Asphalt (AC-5) AT _____ DOLLARS AND _____ CENTS  (\$        )	PER GAL.    \$ _____
315	523.36	C.Y. Aggregate, Type PB - Grade 4 AT _____ DOLLARS AND _____ CENTS  (\$        )	PER C.Y.    \$ _____
<b>BASE BID PROPOSAL TOTAL</b>			<b>\$ _____</b>

Amounts are to be shown in both words and figures. In case of discrepancy, the amount in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days after the closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required under the General Conditions. The bid security attached in the sum of 5% Bid Bond (\$ \_\_\_\_\_) is to become the property of the Owner in the extent the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused hereby.

Respectfully submitted,

By \_\_\_\_\_

(Seal - If bid is by a corporation)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address



## CONFLICTS OF INTEREST – List of City Officials

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Proposer shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

Local Government Officer	Title
Carl O'Neill	Mayor
Tanya Wenzel	Mayor Pro-Tem
Michael Brandt	Councilmember
Glenn Klander	Councilmember
John S. Pelech	Councilmember
Kenneth E. Kvinta	City Attorney
Genora Young	Economic Development Executive Director

Local Government Officer	Title
	City Manager
Theresa A. Bowe	City Clerk
Michael Bennett	Dir of Public Works
Debbie Gray	Dir. of Finance
Joe Bennett	Project Manager
Mark Herchek	Fire/EMS Director
Karl Van Slooten	Police Chief

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

**CERTIFICATE OF INTERESTED PARTIES (and Questionnaire)**

PLEASE SIGN QUESTIONNAIRE– if applicable

Prior to entering into a contract, the Proposer must submit a “Certificate of Interested Parties” Form, in accordance with Texas Government Code Section 2252.908, as amended. Within 30 days of receipt of the form, the form must be filed online with the Texas Ethics Commission. The Certificate of Interested Parties form is attached for reference.

Form provided by Texas Ethics Commission <https://ethics.state.tx.us/filinginfo/1295/>

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of  
Yoakum as owner in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
our heirs, executors, administrators, successors and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the City of  
Yoakum a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in  
writing, for the:

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

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal  
\_\_\_\_\_  
Surety  
\_\_\_\_\_

SEAL

\_\_\_\_\_

**CONTRACT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Yoakum, Texas, a municipal corporation, of the Counties of DeWitt and Lavaca and State of Texas, acting through Carl O'Neill thereunto duly authorized so to do, hereinafter termed **OWNER**, and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of Texas, hereinafter termed **CONTRACTOR**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

2024 Street Improvement (Seal Coat) Project

hereinafter called the **PROJECT**, for the sum of \$ \* SEE BELOW Dollars, ( \_\_\_\_\_ Dollars) and all extra work in connection therewith, under the terms as stated in the General Conditions and Special Instructions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Instructions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the City of Yoakum, Yoakum, Texas, herein entitled the Engineer.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 30 consecutive calendar days thereafter.

\* \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents ( \$ ) per gallon for asphalt, and

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents ( \$ ) per cubic yard for aggregate

The Contractor further agrees to pay, as liquidated damages, the sum of \$150 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 10 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 15, "Payment to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal) City of Yoakum  
(Owner)

ATTEST:

Theresa A. Bowe (Secretary) By Carl L. O'Neill, Mayor

(Seal) (Contractor)

Secretary By \_\_\_\_\_

(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation/Partnership)

and \_\_\_\_\_  
(Name or Surety Company)

\_\_\_\_\_  
(Address)  
hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)  
hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_ Dollars) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

2024 City of Yoakum Street Improvement Project  
Work; Seal Coating

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said 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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the SPECIFICATIONS.

PROVIDED, FURTHER, that 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, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary) By \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address) \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness as to Surety) By \_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in Texas.

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_ hereinafter called Principal,

\_\_\_\_\_  
(Corporation/Partnership)

and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Recipient)

\_\_\_\_\_  
(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_

\_\_\_\_\_ Dollars) in lawful money of

the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
2024 CITY OF YOAKUM STREET IMPROVEMENTS

\_\_\_\_\_  
WORK: SEAL COATING

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said 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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that 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, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 .

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Security)

\_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness as to Surety)

By \_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE:

Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT:

Surety companies executing BONDS must be authorized to transact business in Texas.



# **TECHNICAL SPECIFICATIONS**

## **GENERAL CONDITIONS**

### **1. Definitions**

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work" on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Sub-contractor.

### **2. Materials, Services, and Facilities**

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

### **3. Inspection and Testing of Materials**

- (a) All materials and equipment used in the construction project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Contractor. The Contractor will pay for all laboratory inspection service.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

### **4. Contractor's Obligations**

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by the contract, within the time herein specified, in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to satisfaction of the Engineer and the Owner.

### **5. Weather Conditions**

In the event of temporary suspension of work, during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the

Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

## **6. Protection of Work and Property--Emergency**

The Contractor at all times should safely guard the Owner's property from injury or loss in the connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duty authorized representatives.

In case of emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the property or any adjoining property, he shall act as instructed or authorized by the Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in paragraph 8 of the General Conditions.

## **7. Superintendence by Contractor**

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in the capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

## **8. Changes in Work**

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Changes or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
  - 1) Labor, including foreman;
  - 2) Materials entering permanently into the work;
  - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  - 4) Power and consumable supplies for the operation of power equipment;
  - 5) Insurance;
  - 6) Social Security and old age and unemployment contributions. To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

## **9. Extras**

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or

materials shall be allowed unless the work is ordered in writing by the Owner or its Engineer, acting officially for the Owner, and the price is stated in such order.

#### **10. Time for Completion and Liquidated Damages**

It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in the contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

#### **11. Correction of Work**

All work, all materials, whether incorporated in the work or not, all possesses of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site.

#### **12. Claims for Extra Cost**

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 8(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

#### **13. Right of the Owner to Terminate Contract**

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and

prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

#### **14. Construction Schedule**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents.

#### **15. Payment to Contractor**

The quantities listed in the Bid schedule will not govern final payment. Payment to the Contractor will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, and acceptance by the City, if the actual quantities show either an increase or decrease from the quantities given in the bid schedule, the Contract Unit Prices will prevail. The Contractor shall provide documents to the City showing the final actual quantities. Upon approval and acceptance by the City, the City will make one payment to the Contractor.

The unit prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools and incidentals.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

The Contractor agrees to indemnify and save the Owner harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived.

#### **16. Acceptance of Final Payment Constitutes Release**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

#### **17. Insurance**

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

- (a) **Workers Compensation Insurance:** The Contractor shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter



employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

- (b) Contractor's and Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's and Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than \$250,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$500,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$100,000.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

- (c) Scope of Insurance and Special Hazards: The insurance required under subparagraph (b) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract.
- (d) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

## **18. Workers Compensation Insurance Coverage Requirements**

- (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 or the project has been completed and accepted by the governmental entity.

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 vendors, office supply deliveries, and delivery of portable toilets.

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

contractor:

- (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (j) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting or 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 administration 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.

## **19. Subcontracting**

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any

subcontractor and the Owner.

## **20. Engineer's Authority**

The Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

## **SPECIAL INSTRUCTIONS**

### **NATURE OF WORK**

Proposed work consists of approximately 62,526 square yards of seal coat of streets in the City of Yoakum. The type of aggregate required on the seal coating will be Type PB-Grade 4 and the type of asphalt will be AC-5.

### **NOTICE OF AWARD AND STARTUP DATE**

The Notice of Award will be made shortly after the bid opening. Some preliminary patching and base repairs will be done by the City of Yoakum forces in early summer before startup of this project. The Contractor would be able to begin this project upon receipt of Notice to Proceed and must be completed before September 30, 2024.

Work performed on weekends, holidays, or at night will not be accepted unless previously arranged between the Contractor and Engineer.

### **EXISTING UTILITIES AND IMPROVEMENTS**

Utilities should pose very little problem on this project. However, the Contractor will be responsible for damage to any utility encountered and such damage shall be repaired at the Contractor's expense.

### **ACCESS AND TRAFFIC CONTROL**

The Contractor shall provide for ingress and egress to adjacent private properties and shall conduct his construction operations so as to facilitate usage of the streets by local traffic. For the tenure of the project, the Contractor shall, at his own expense, furnish and be responsible for erecting and maintaining barricades, detours, warning signs, lights, flares and smudge pots necessary to provide adequate warning to traffic using the street under construction.

Barricades shall be painted with a reflective paint or scotchlite type tape. The Contractor shall maintain lights at each barricade from sunset to sunrise.

## WATER

Water to be used for construction will be supplied by the City of Yoakum from a designated water supply source in the project vicinity. For further information, please contact Mr. Shane Flessner, Street Superintendent.

## CONSTRUCTION STAKING

The City of Yoakum will provide starting and stopping points for the seal coat work.

## FIELD TESTING

The City of Yoakum reserves the right to test materials used on this project. Any testing requested by the City of Yoakum will be paid for by the City of Yoakum.

## ENGINEER

"Engineer" as used in this proposal refers to the CITY OF YOAKUM STREET SUPERINTENDENT or THE DIRECTOR OF PUBLIC WORKS.

## PROJECT OWNERSHIP

Contractor will take full responsibility for the work until acceptance of the total project by the City of Yoakum and the Engineer. Damage to the work caused by the elements of nature (rain, wind, etc.) or any cause shall be repaired at the Contractor's expense.

## ITEM 315

### SEAL COAT

#### 315.1 GENERAL

This item covers the application of a single layer of asphalt covered with aggregate for the sealing of existing pavements in accordance with these specifications.

Seal coats shall not be applied when the air temperature is below 60 deg. F and falling, but may be applied when the air temperature is above 50 deg. F and rising. Temperature reading shall be taken in the shade and away from artificial heat. No asphaltic material shall be placed when weather conditions, in the opinion of the Engineer, are not suitable.

#### 315.2 MATERIALS

Asphaltic material shall be AC-5 (asphalt cement), and shall meet the requirements stipulated in ASTM Designation D3381-83. The AC-5 shall have a heating and storage maximum of 400 deg. F. The recommended range for application and mixing shall be 275-350 deg. F with a maximum allowable of 375 deg. F.

Aggregate used for seal coat shall consist of clean, tough and durable particles of crushed stone, crushed slag, or natural limestone rock asphalt. The specific aggregate to be used is identified as Type PB - Grade 4. Aggregate materials shall not have more than 5% by weight of soft particles or impurities. The natural bitumen content shall be in the range of 4-8% by weight of natural impregnated asphalt. The aggregates shall contain no more than 1% by weight of fine dust, clay like particles and/or silt.

#### 315.3 CONSTRUCTION PROCEDURES

Prior to laying asphalt, area to be surfaced shall be cleaned of dirt, dust, or other foreign material by brooming or other approved methods. If deemed necessary by the Engineer, a light sprinkling of water may be required before initial application of asphalt is made.

Asphaltic material shall be applied to the surface to be treated by a self-propelled pressure distributor in such a manner as to distribute the material evenly, at the specified rate and under a pressure suitable for proper distribution. The distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. If, after work has begun, the rate of application from the distributor appears to be in error, the distributor shall be recalibrated before resuming the work. Facilities shall be provided by the Contractor for determining the temperature within the heating equipment and the distributor.

Asphaltic material may be applied for the full pavement width unless pavement width exceeds 26 feet on the condition that the "shot" will be covered with aggregate immediately. Traffic will not be allowed on the freshly applied asphalt.

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous feed aggregate spreader. The entire surface shall be broomed, bladed, or raked as required by the Engineer and shall be thoroughly rolled with rolling equipment acceptable to the Engineer.

The Contractor shall be responsible for the maintenance of the surface until the work is accepted by the Engineer. All holes or failures in the seal coat shall be repaired.

Stockpiling of aggregate shall not obstruct traffic or interfere with the roadway drainage. These stockpile areas shall be subject to approval by the Engineer and shall be prepared so as to be free

of contamination.

#### 315.4 RATES OF APPLICATION

The rates of application of asphalt and aggregate material for the seal coat shall be as follows:

Asphaltic material (AC-5)	0.35 gallons per sq. yd.
Aggregate material (PF-Gr. 4)	1 C.Y. per 110 sq. yds.

#### 315.5 MEASUREMENT AND PAYMENT

Asphaltic material shall be measured at point of application on the road in gallons at the applied temperature. Payment will be made for the gallons used, as directed, in the accepted surface treatment at the unit price bid for "Asphalt, AC-5".

Aggregate will be measured by the cubic yard in vehicles as applied on the road and will be paid for at the unit price bid for "Aggregate, Type PB-Grade 4".

The price bid for "Asphalt, "AC-5" and "Aggregate" shown on the plans shall be full compensation for cleaning and sprinkling the base, for furnishing, preparing, hauling and placing all materials; for all rolling; for all freight; and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

# NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: 2024 Street Improvements Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City of Yoakum  
Owner

By \_\_\_\_\_  
Theresa A. Bowe

Title \_\_\_\_\_  
City Clerk

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

Title \_\_\_\_\_



**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PROJECT: 2024 STREET IMPROVEMENTS PROJECT

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2024, on or after \_\_\_\_\_, 2024, and you are to complete the work within 30 consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 2024.

\_\_\_\_\_  
City of Yoakum  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged  
by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

Title \_\_\_\_\_

