



CONTRACT DOCUMENTS

City of Stephenville

ON-CALL PUBLIC WORKS CONSTRUCTION ITEMS

INVITATION TO BID #3334

OCTOBER 2024

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NOTICE TO BIDDERS

The City of Stephenville will receive sealed bids for On-Call Public Works Construction Items until 2:00 p.m., Tuesday, November 12, 2024, at City Hall, 298 West Washington Street, Stephenville, Texas 76401.

Bids shall be addressed to Rebecca Crosson, Purchasing Manager. Bids will be opened read aloud publicly at above time and place.

All bids must be submitted on original bid forms. Any changes to the form or failure to label packaging on the bid may disqualify it. All packaging on bids (including courier envelope) shall be submitted sealed and plainly marked with:

**NAME AND ADDRESS OF BIDDER
ON-CALL PUBLIC WORKS CONSTRUCTION ITEMS
ITB #3334**

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the City, the bidder shall be responsible for actual delivery of the bid to the Purchasing Manager before the advertised date and hour for opening of bids. Envelopes may be stamped for receipt time at the front desk of City Hall. If mail is delayed either in the postal service or in the internal mail system of the City of Stephenville beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Until the final award by the City of Stephenville, said City reserves the right to reject any and/or all bids, to waive informalities, to re-advertise, or to proceed otherwise when the best interest of the City will be realized hereby. Bid award is not solely based on price alone.

It is the intention of the city to award this bid to the lowest reasonable and responsible bidder(s). The City reserves the right to make a single award or multiple awards, whichever is in the best interest of the City to accomplish all services outlined in this bid.

The initial term shall be for a period of one (1) year, from date of award through September 30, 2025. This contract may be extended for additional one (1) year periods up to a total of two (2) additional years, with mutually agreed upon price redeterminations. This Option to Renew requires the mutual agreement of both parties, with no more than a 3% escalation per renewal term.

Bids shall be held firm for a period of 60 days unless otherwise stated in the bid specifications, instructions to bidders, or on the bid sheet.

STANDARD INSTRUCTIONS TO BIDDERS

Bids that contain any omission, erasures, or alterations, or additions of items not called for in the bid documents, or irregularities of any kind, may or may not be considered.

Deviations from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

Upon bidders submitting bids they shall not withdraw or cancel such bids and all sums deposited with such bids will be held by the City of Stephenville until all bids submitted shall have been canvassed and award of contract made, signed and if a performance bond is required furnished and approved. All sums deposited with bids will then be returned to the respective bidders.

The City of Stephenville, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by the City of Stephenville, Texas to the successful bidder upon request.

No employee of the City of Stephenville shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, material, supplies or services.

Discounts: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice.

This contract is subject to cancellation upon thirty day written notice by the City of Stephenville without cause.

Liquidated Damages: In the event delivery is not made within the stated time period, (without acceptable reasons for delay and written consent from the City) the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes; conscription's of property, governmental regulations, acts of God, or any other causes beyond his control; provided an extension of time is obtained from the Division of Purchasing.

Exceptions: Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade. Bids on other items of similar and equal quality will be considered, provided the bidder states on the face of this proposal exactly what he intends to furnish, including any variation to the specifications and literature, otherwise he shall be required to furnish the items as specified on the proposal. Any other exceptions to any portions of these terms and conditions or deviations from written specifications shall be shown in writing on the bid document form or attached to bid form.

Quantities: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the bidder shall not have any claim against the City of Stephenville for quantities less than the estimated amount.

Prices: The bidder should show in the bid document both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

Delivery Date: Bidders shall state delivery date on all order.

F.O.B Point: All prices of item(s) shall be quoted FOB City of Stephenville destination.

It is desirable that bids are accompanied by two sets of specifications to support items bid. The City of Stephenville reserves the right to determine specification requirements on all items bid.

Eligible Bidder: Bidders are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

Nonresident-Reciprocal Bid Act: You are advised the City of Stephenville, Texas is bound by House Bill 620. The law provides that in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. After making that determination you are instructed to advise the Purchasing Department in writing of that fact with a copy of the applicable state statute.

Based on local government code 252.043, the contract will be awarded to the lowest responsible bidder *OR* to the bidder who provides goods or services at the best value for the municipality. Therefore, price is not the only consideration in the bid award.

By signing this bid, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory.

Please be advised that Stephenville does not receive courier services before 10:30 a.m.

BID SCHEDULE
ON-CALL PUBLIC WORKS CONSTRUCTION ITEMS
ITB #3334

Item No.	Quantity Range	Item Description and Unit Price
1		Demolition and removal of existing asphalt, excavation of street section and disposal of all material.
	0 - 500 CY	_____ per cubic yard
	501 - 1,000 CY	_____ per cubic yard
	1,001 - over CY	_____ per cubic yard
2		Unclassified excavation. Includes demolition, removal, and haul. Refer to TxDOT Item 110.
	0 - 50 CY	_____ per cubic yard
	51 - 100 CY	_____ per cubic yard
	101 - over CY	_____ per cubic yard
3		Pulverizing existing asphalt and base material; 6" deep only (no compaction).
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
4		Recycling or pulverizing existing asphalt and base material a minimum of 6" deep; scarify subgrade 6" deep; compact and finish subgrade and pulverize material complete in place (95% subgrade and base compaction required).
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
5		Recycling or pulverizing existing asphalt and base material a minimum of 6" deep; scarify subgrade 6" deep; compact and finish subgrade and pulverize material complete in place (3% Portland cement treated base and compaction required).
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
6		Milling existing asphaltic pavement 2" deep with haul-off of materials and with traffic control.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
7		Removal of existing asphalt, excavation of street section and disposal of all material.
	0 - 250 TON	_____ per Ton
	251 - 500 TON	_____ per Ton
	501 - over TON	_____ per Ton
8		Place Type A Grade 2 base, compacted to 6" thickness, complete in place (95% subgrade and base compaction required).
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
9		Place Type A Grade 2 base, compacted to 8" thickness, complete in place (95% subgrade and base compaction required).
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
10		2" Type D, Hot Mix Asphaltic Concrete overlay, complete in place.
	0 - 500 TON	_____ per Ton
	501 - 1,000 TON	_____ per Ton
	1,001 - over TON	_____ per Ton
11		3" Type D, Hot Mix Asphaltic Concrete overlay, complete in place.
	0 - 500 TON	_____ per Ton
	501 - 1,000 TON	_____ per Ton
	1,001 - over TON	_____ per Ton
12		Prime coat, A-EP at 0.25 gal/SY, complete in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard

BID SCHEDULE - CONT.
ON-CALL PUBLIC WORKS CONSTRUCTION ITEMS
ITB #3334

Item No.	Quantity Range	Item Description and Unit Price
13		Tack Coat, SS-1 at 0.15 gal/SY, complete in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
14		Single Course Treatment, Grade 4 coverstone, CRS-2 @ 0.40 gal/SY, complete and in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
15		Single Course Treatment, Grade 4 coverstone, CHFRS-2 @ 0.40 gal/SY, complete and in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
16		Single Course Treatment, Grade 4 coverstone, CRS-2TR @ 0.40 gal/SY, complete in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
17		Fog Seal Treatment, TRMSS @ 0.20 gal/SY, complete in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
18		Fog Seal Treatment, TRFpg @ 0.20 gal/SY, complete in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
19		Fog Seal Treatment, CSS-1h @ 0.20 gal/SY, complete in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
20		Rejuvenation Treatment, Reclamite @ 0.10 gal/SY, complete in place.
	0 - 1,000 SY	_____ per square yard
	1,001 - 5,000 SY	_____ per square yard
	5,001 - over SY	_____ per square yard
21		Crack Sealing (Crafco Polyflex Type 3).
	0 - 500 LF	_____ per linear feet
	501 - 1,000 LF	_____ per linear feet
	1,001 - over LF	_____ per linear feet
22		Removal of curb without gutter.
	0 - 500 LF	_____ per linear feet
	501 - 1,000 LF	_____ per linear feet
	1,001 - over LF	_____ per linear feet
23		Removal of curb and gutter.
	0 - 500 LF	_____ per linear feet
	501 - 1,000 LF	_____ per linear feet
	1,001 - over LF	_____ per linear feet
24		Removal of reinforced concrete.
	0-50 CY	_____ per cubic yard
	51 - over CY	_____ per cubic yard
25		Valley Gutter, standard 7" depth, 3000 psi concrete, #4 bars at 18" on center both ways. To include expansion joints, setting forms, compacted subgrade (6" flex base).
	0-50 CY	_____ per cubic yard
	51 - over CY	_____ per cubic yard
26		Curb and Gutter, standard 24" section, 3000 psi concrete, complete in place (Inclusive of 3-No. 3 bars). To include setting forms and backfill behind curb.
	0 - 50 LF	_____ per linear feet
	51 - 100 LF	_____ per linear feet
	101 - over LF	_____ per linear feet

BID SCHEDULE - CONT.
ON-CALL PUBLIC WORKS CONSTRUCTION ITEMS
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Item No.	Quantity Range	Item Description and Unit Price
27		Curb and Gutter, standard 30" section, 3000 psi concrete, complete in place (Inclusive of 3-No. 3 bars). To include setting forms complete and in place and backfill behind curb.
	0 - 50 LF	_____ per linear feet
	51 - 100 LF	_____ per linear feet
	101 - over LF	_____ per linear feet
28		Standup Curb, TxDOT Type II, 3000 psi concrete, complete in place (Inclusive of 2-No. 3 bars). To include setting forms complete and in place and backfill behind curb.
	0 - 50 LF	_____ per linear feet
	51 - 100 LF	_____ per linear feet
	101 - over LF	_____ per linear feet
29		Ribbon Curb, standard 6" x 12" section, 3000 psi concrete, complete in place (Inclusive of 2-No. 3 bars). To include setting forms complete and in place and backfill behind curb.
	0 - 50 LF	_____ per linear feet
	51 - 100 LF	_____ per linear feet
	101 - over LF	_____ per linear feet
30		Concrete Sidewalk, 4" thick, 3000 psi concrete with reinforcement, including forms, complete in place.
	0 - 1,000 SF	_____ per square foot
	1,001 - 5,000 SF	_____ per square foot
31		Concrete Sidewalk, 6" thick, 3000 psi concrete with reinforcement, including forms, complete in place.
	0 - 1,000 SF	_____ per square foot
	1,001 - 5,000 SF	_____ per square foot
32		Concrete Pavement, 6" thick, 3000 psi concrete with reinforcement, including forms, per city standard detail, complete in place.
	0 - 50 SY	_____ per square yard
	51 - over SY	_____ per square yard
33		Concrete Pavement, 10" thick, 3000 psi concrete with reinforcement, including forms, per city standard detail, complete in place.
	0 - 50 SY	_____ per square yard
	51 - over SY	_____ per square yard
34		Structural Reinforced Concrete complete and in place (culvert headwalls, retaining walls, box culverts).
	0 - 50 CY	_____ per cubic yard
	51 - over CY	_____ per cubic yard
35		Structural Reinforced Concrete slope paving complete and in place (slope and flat work).
	4"	_____ per square foot
	6"	_____ per square foot
	8"	_____ per square foot
36		Rock riprap (grouted) and placement.
	3" - 5"	_____ per cubic yard
	10" - 12"	_____ per cubic yard
37		Rock riprap (ungROUTED) and placement.
	3" - 5"	_____ per cubic yard
	10" - 12"	_____ per cubic yard
38	0 - 5 EA	Typical Sidewalk Ramp Type 1 (TxDOT Standard). _____ each
39	0 - 5 EA	Typical Sidewalk Ramp Type 2 (TxDOT Standard). _____ each
40	0 - 5 EA	Typical Sidewalk Ramp Type 5 (TxDOT Standard). _____ each
41	0 - 5 EA	Typical Sidewalk Ramp Type 7 and 10 (TxDOT Standard). _____ each
42	0 - 5 EA	Typical Sidewalk Ramp Type 20 (TxDOT Standard). _____ each
43	0 - 5 EA	Adjust standard water valve boxes and install concrete collar. _____ each
44	0 - 5 EA	Adjust standard storm water and sewer manhole ring and install concrete collar. _____ each

BID SCHEDULE - CONT.
ON-CALL PUBLIC WORKS CONSTRUCTION ITEMS
ITB #3334

Item No.	Quantity Range	Item Description and Unit Price	
45	0 - 100 CY	Unclassified Excavation: Includes haul off and disposal of excess materials. _____ per cubic yard	
	101 - over CY		_____ per cubic yard
46	0 - 100 CY	Structural Excavation: Includes backfill, haul off, and disposal of excess materials. _____ per cubic yard	
	101 - over CY		_____ per cubic yard
47	0 - 500 CY	Channel Excavation and haul off of materials. _____ per cubic yard	
	501 - 1,000 CY		_____ per cubic yard
	1,001 - over CY		_____ per cubic yard
48	0 - 50 SY	Brick Street Repair: Removal and disposal of any excess base; compaction of base to minimum 6" depth; setting of City supplied replacement bricks to match existing brick bond pattern; and brooming of joints with cement stabilized brick sand. _____ per square yard	
	51 - 100 SY		_____ per square yard
	101 - over SY		_____ per square yard
49	0 - 50 CF	Pressure grouting: Grouting and leveling of concrete pavement and sidewalks. Refer to TxDOT Special Specification 3051. _____ per cubic foot	
	51 - over CF		_____ per cubic foot
50	0 - 50 CF	Pressure grouting: Grouting and leveling of concrete equipment slabs. Refer to TxDOT Special Specification 3051. _____ per cubic foot	
	51 - over CF		_____ per cubic foot
51	0 - 50 LF	Saw Cut: Saw cut 6" deep joints with power-driven concrete saws. Refer to TxDOT Specification Item 360. _____ per linear foot	
	51 - over LF		_____ per linear foot
52	0 - 50 LF	Saw Cut: Saw cut 8" deep joints with power-driven concrete saws. Refer to TxDOT Specification Item 360. _____ per linear foot	
	51 - over LF		_____ per linear foot
53	0 - 5 EA	Curb Inlet: Install up to 5-foot wide curb inlet at depth of 8-feet. Refer to TxDOT Specifcaiton 465. _____ each	
	0 - 5 EA		_____ each
54	0 - 5 EA	Curb Inlet: Install up to 10-foot wide curb inlet at depth of 8-feet. Refer to TxDOT Specifcaiton 465. _____ each	
	0 - 5 EA		_____ each
55	0 - 50 SY	Clearing and Grubbing: demolition, removal, and rough grading of surface. Refer to TxDOT Specification Item 100. _____ per square yard	
	51 - over SY		_____ per square yard
56	0 - 50 SY	Sodding: plant and water block sod. Refer to TxDOT Specification Item 162. _____ per square yard	
	51 - over SY		_____ per square yard
57	0 - 25 TON	Lime Treatment (Road-Mixed): depth 6". Refer to TxDOT Specification Item 260. _____ per Ton	
	26 - over TON		_____ per Ton
58	0 - 25 TON	Cement Treatment (Road-Mixed): depth 6". Refer to TxDOT Specification Item 275. _____ per Ton	
	26 - over TON		_____ per Ton
59	0 - 10 CY	Flowable Backfill: furnish, haul, and place material. Refer to TxDOT Specification Item 401. _____ per cubic yard	
	11 - over CY		_____ per cubic yard

BIDDER INFORMATION AND SIGNATURE

All unit prices include mobilization and preparation cost. The city has the option to use the services of another contractor if the contacted bidder is not available in the time frame required. The firm’s undersigned representative hereby declares that bidder has carefully examined these documents relating to the materials covered by the above bid or bids.

By execution of this bid, I hereby represent and warrant to the City of Stephenville that I have read and understand the Contract Documents and this bid is made in accordance with these documents.

**ON-CALL PUBLIC WORKS CONSTRUCTION ITEMS
ITB #3334**

COMPANY _____

ADDRESS _____

AUTHORIZED REPRESENTATIVE _____
Name (print)

Signature

Date

PHONE _____

EMAIL _____

BID MUST BE SIGNED BY A PERSON HAVING THE AUTHORITY TO BIND THE FIRM IN A CONTRACT. BIDS NOT MANUALLY SIGNED WILL BE REJECTED.

SPECIAL PROVISIONS

1. Purpose of Special Provisions

The Special Provisions are included herein for the purpose of adapting the Standard Specifications to the project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the agreement in its entirety.

2. Instructions to Bidders

Bidders are not required to bid on all items. The bidder shall mark "No Bid" for the unit price on items that are not to be considered.

3. Award

It is the intention of the City of Stephenville to award this bid to the lowest reasonable and responsible bidder(s). The city reserves the right to make a single award or multiple awards, whichever is in the best interest of the city to accomplish all services outlined in this bid.

4. Scope of Work – Indefinite Quantity

This is a combination Firm Fixed-Price and Estimated Requirements Contract. The firm fixed-price portion calls for a set price on the items as shown in the Bid Schedule. The quantities are not firm and are not hereby ordered or called for. Actual requirements will be stated through issuance of individual Delivery Orders (Work Directives) against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such Work Directives are issued.

- (a) Once the bid is awarded, the signed bid document becomes the legal contract between the bidder and the city.
- (b) Upon acceptance of a bid and issuance of an award by the city, bidder shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with the contract documents.
- (c) All Work Directives are subject to the terms and conditions of this contract. In the event of conflict between a Work Directives and this contract, the contract shall control.
- (d) All Work Directives will be issued by the city in writing and become effective following written acceptance by the bidder.
- (e) Award of this bid for the estimated requirements portion does not obligate the bidder to accept all individual Work Directives.
- (f) If the city urgently requires delivery of any quantity of an item and if the bidder will not accept an order providing for the accelerated delivery, the city may acquire the urgently required goods or services from another source.
- (g) Any Work Directive issued during the effective period of this contract and not completed within that period shall be completed by the bidder within the time specified in the Work Directive. The contract shall govern the bidder's and city's rights and obligations with respect to that Work Directive to the same extent as if the Work Directive were completed during the contract's effective period.

5. Non-Collusion

By submission of a bid, the Contractor affirms that any response has not been prepared in collusion with any other bidder, and that the contents of any response as to prices, terms or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this bid.

6. Contract Period

The initial term of the contract shall be for a period of one (1) year, from date of award through September 30, 2025. This contract may be extended for additional one (1) year periods up to a total of two (2) additional years, with mutually agreed upon price redeterminations. This Option to Renew requires the mutual agreement of both parties, with no more than a 3% escalation per renewal term.

Refusal by either party to exercise this Option to Renew shall require this contract to expire on the original or mutually agreed date.

7. Insurance

The Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. The Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the city, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

- (a) Automobile Liability:
 - Bodily Injury (Each person) - \$250,000.00
 - Bodily Injury (Each accident) - \$500,000.00
 - Property Damage - \$100,000.00

- (b) General Liability (Including Contractual Liability):
 - Bodily Injury - \$500,000.00
 - Property Damage - \$100,000.00

- (c) Excess Liability:
 - Umbrella Form - \$1,000,000.00

- (d) Worker's Compensation: - Statutory

It is agreed by all parties to this contract that the insurance required under this contract shall:

- (a) Be written with the City of Stephenville as an additional insured.
- (b) Provide for thirty (30) days notice of cancellation to the city, for non-payment of premium, material change, or any other cause.
- (c) Be written through companies duly authorized to transact that class of insurance in the State of Texas.
- (d) Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Stephenville, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- (e) Provide the city with a Certificate of Insurance evidencing the required coverages to the City of Stephenville within ten (10) days after receipt of Notice of Award.

8. Indemnification

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and his consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of omission of Contractor, and Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts or other employee benefit acts.

9. Use of Private Property

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. The Contractor shall not at any time use water metered by meters set for the property owner's use without written permission of the property owner.

10. Protection of the Public

The Contractor shall at all times conduct work and store equipment and materials in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at Contractor's expense. The Owner reserves the right to remedy any neglect on the part of the Contractor as regards to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the Owner shall be deducted from monies due or to become due to the Contractor.

11. Protection of Adjacent Property

The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and men. The Contractor shall be responsible for notifying the city and property owners of any trees, shrubs, or other features that may be impacted by the construction. No trees will be removed by the Contractor until permission is granted by the city or designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the City of Stephenville.

12. Testing

The city, as it deems necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the city. The failure of the city to perform any tests shall in no way relieve the Contractor of the responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the Owner may require for collecting and forwarding samples and shall not, without specific written permission from the city, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the Owner.

13. Defective Materials, Equipment or In-Place Construction

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the city. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the city. Test made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the city and the cost of such tests will be the expense of the Contractor.

14. Existing Utilities

The Contractor will make every effort to protect existing utilities. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the city. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

15. Signing and Traffic Control

The Contractor will be responsible for proper signing and flagging of traffic in accordance with Section VI of the Texas Manual on Uniform Traffic Control Devices adopted by the Texas DOT. Barricades will be illuminated if left in place overnight.

16. Inspection

The Contractor shall notify the city prior to beginning construction and shall keep the city informed as to the schedule for performance of the work.

17. Disposal of Excess Material

The disposal of any excess material resulting from construction shall be removed and disposed of by the Contractor. The location of suitable disposal sites is solely the responsibility of the Contractor. The city shall in no way be responsible for the actions of the Contractor. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainageways.

18. Cleanup

The Contractor will be responsible for keeping the job site and any staging areas reasonably neat and orderly at all times. Trash must be picked-up and excess materials properly stockpiled at the end of each working day.

Before the project is accepted by the city, all construction debris shall be removed. All cleanup work shall be considered subsidiary to the various bid items and will not be paid for directly.

19. Final Inspection

The city will perform an inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the city at the time of such inspection, the city will inform the Contractor as to the particular defects to be remedied before acceptance.

20. Warranty

The Contractor shall warranty all work for a period of ninety (90) days.

REFERENCES

All construction shall be in accordance with the following standards and specifications, which are incorporated by reference:

- Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2014 Edition),
- North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards (5th Edition Amended August 2023), and
- City of Stephenville design specifications and standard details,

Work shall be performed in accordance with the enclosed TxDOT standard details for "Pedestrian Facilities Curb Ramps" known as PED 18.

Work shall be performed in accordance with the enclosed TxDOT special specification 3051 for Pressure Grouting.

Work shall be performed in accordance with the following enclosed City of Stephenville standard details:

- Repair of existing brick streets
- Curb and Gutter
- Driveway Approach
- Sidewalk
- Local Street Design

Other standard details may be added to task order on a case by case basis.

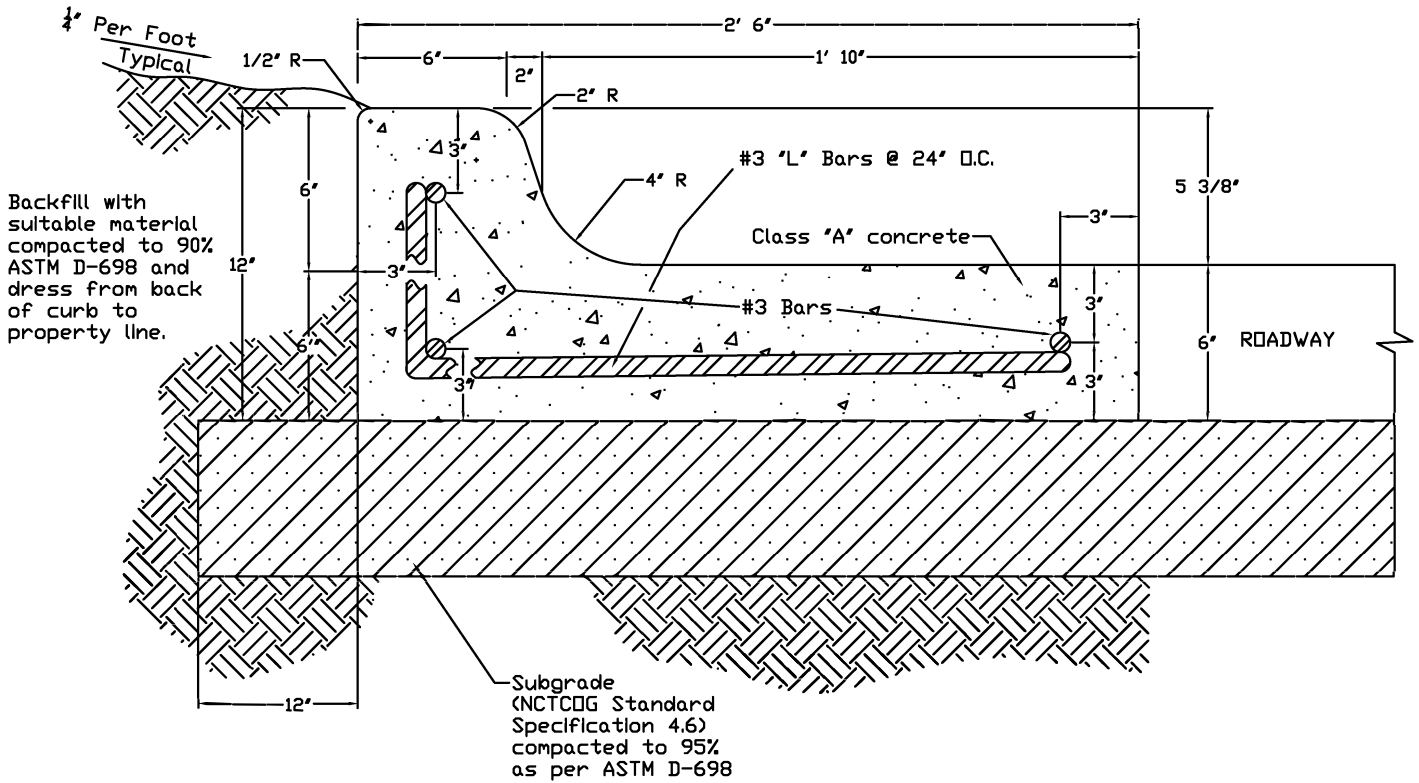
References are specifically incorporated herein and made a part of this contract the same as if written herein; provided that where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

Traffic Control Devices shall be provided by the bidder and shall comply with all Texas Manual on Uniform Traffic Control Devices (TMUTCD) regulations.

All compacted subgrade shall consist of native materials scarified to a minimum depth of six inches (where not in rock) and compacted to the extent necessary to provide not less than 95% of the maximum dry density as determined using test method TEX-114-E and moisture conditioned to $\pm 2\%$ of optimum. As subgrade is compacted, test as necessary shall be made by the Contractor's Geotechnical Engineer in accordance with test method TEX-115-E.

All flexible base material shall be spread as required and compacted to the extent necessary to provide not less than 95% of the maximum dry density as determined using test method TEX-113-E and moisture conditioned to $\pm 2\%$ of optimum. After each section of flexible base is completed, tests as necessary shall be made by the Contractor's Geotechnical Engineer in accordance with test method TEX-115-E.

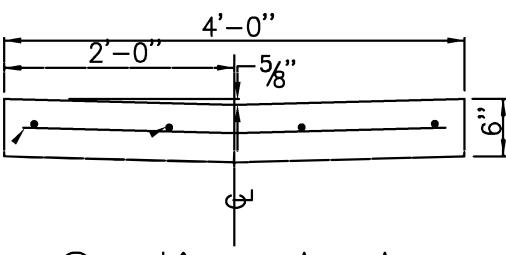
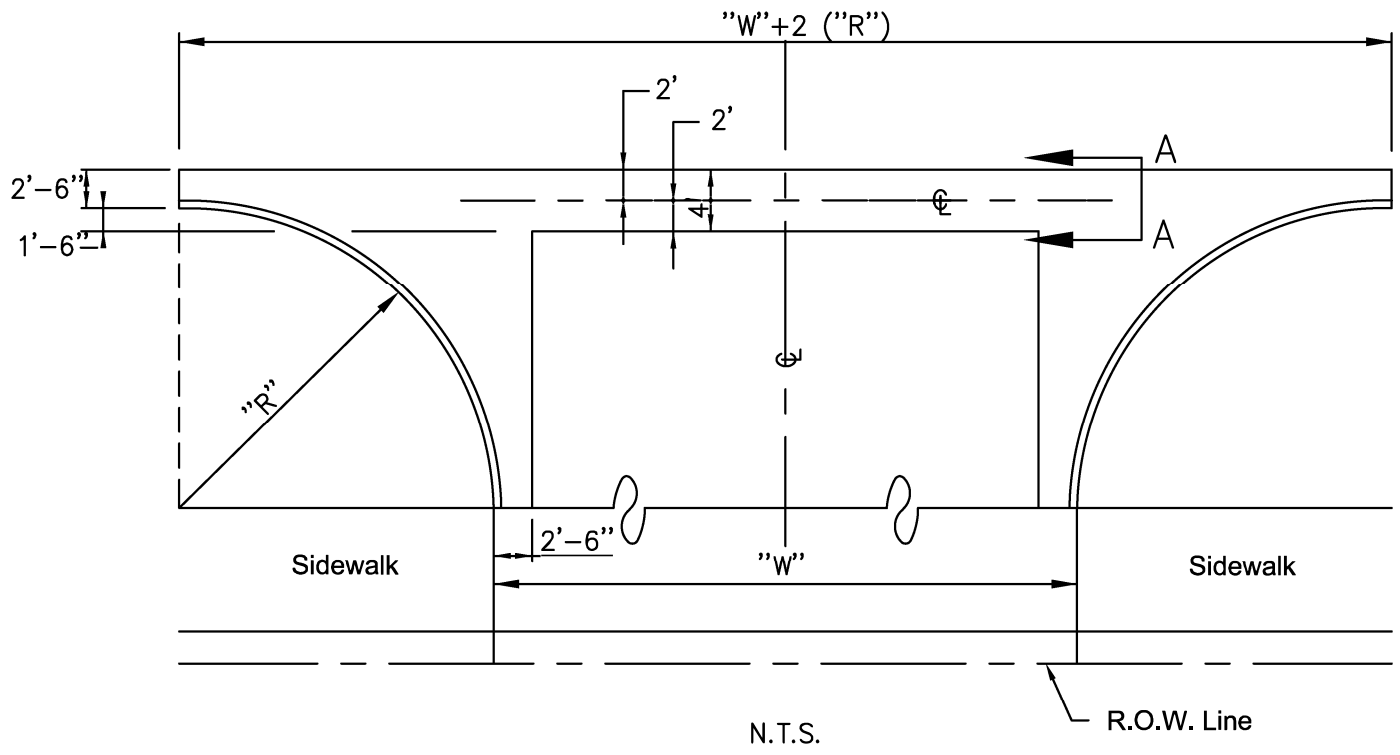
Roadway side slopes shall be bladed to a smooth surface conforming to details indicated by the City.



Not to Scale

GENERAL NOTES:

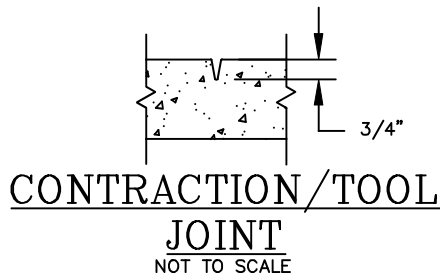
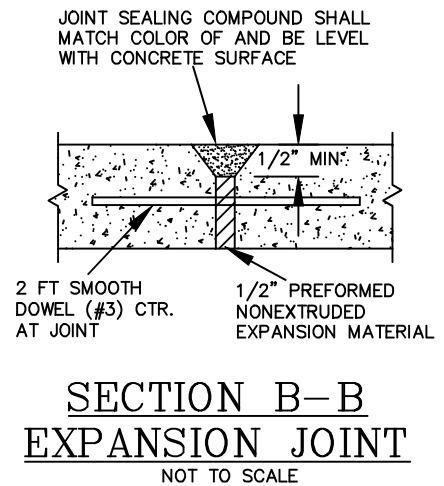
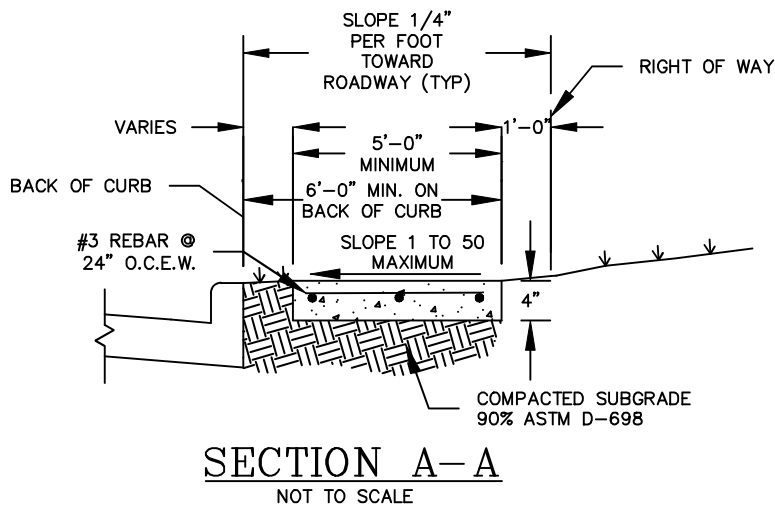
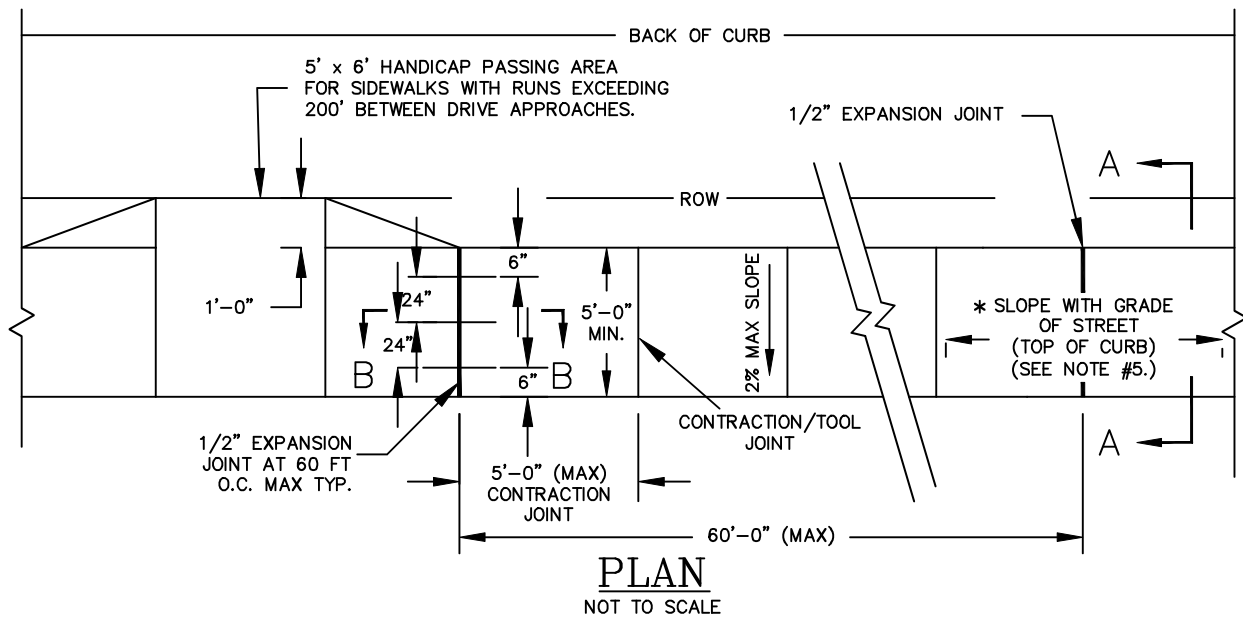
1. An approved white pigmented curing compound shall be applied to the surface of the curb & gutter as soon as it has been poured and finished. Curb shall be monolithic with concrete streets.
2. Dowel Reinforcement 6" into existing curb and gutter.
3. Construct 1/2" expansion joints at 60' on centers and contraction joints at 15' on centers.
4. Sand will not be accepted as compacted subgrade. Sand will be allowed for level-up only (2" Max).
5. 3-inch tall "S" or "W" to be cut/stamped in face of curb in line with appropriate service.



Section A-A
N.T.S.

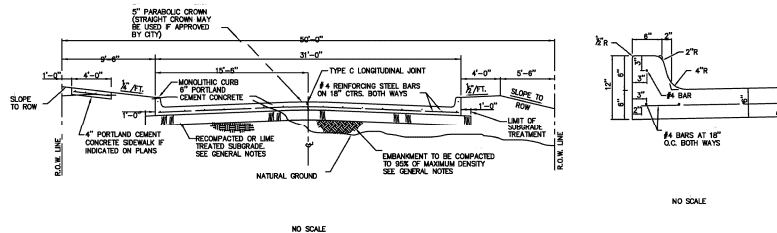
GENERAL NOTES:

1. ALL CONCRETE PAVEMENT SHALL BE CLASS "A" AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I AT 28 DAYS.
2. ALL CONCRETE PAVEMENT SHALL BE REINFORCED AND HAVE A MINIMUM 6-INCH THICKNESS.
3. REINFORCING STEEL SHALL BE #4 BARS ON 18" CENTERS OR #3 BARS ON 12" CENTERS BOTH WAYS
4. CURB RADII SHALL BE A MINIMUM OF 5 FEET, OR AS OUTLINED IN CITY OF STEPHENVILLE ORD. SEC. 155.6.05.



GENERAL NOTES:

1. SIDEWALK REINFORCING (EXCLUDING DRIVE APPROACHES) SHALL BE #3 BARS @ 18" O.C.E.W.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 P.S.I AT 28 DAYS.
3. SAND SHALL NOT BE ACCEPTED AS COMPACTED SUBGRADE. SAND WILL BE ALLOWED FOR LEVEL-UP ONLY.
4. ANY ADJUSTMENT TO THE GRADE OF UTILITY BOXES OR MANHOLES WITHIN THE SIDEWALK OR APPROACH MUST BE COORDINATED WITH THE CITY UTILITY DEPARTMENT. ALL ADJUSTMENT COST WILL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER OR AS DIRECTED BY THE CITY.
5. SLOPE AT DRIVE APPROACHES AND APPROACHING RAMPS MUST COMPLY WITH ADA REQUIREMENTS. (1 INCH PER FOOT MAXIMUM)



GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS SHOWN BELOW. THE TxDOT SPECIFICATIONS REFERENCED ARE THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON MARCH 1, 1993.

SUBGRADE

WHERE THE PLASTICITY INDEX (P.I.) OF THE RAW SUBGRADE IS 30 OR LESS, THE TOP 6" OF SUBGRADE SHALL BE SCARIFIED, MIXED, AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY TxDOT TEST METHOD TEX-113-E AT A MOISTURE CONTENT BETWEEN 2% BELOW AND 4% ABOVE THE OPTIMUM MOISTURE CONTENT.

WHERE THE P.I. OF THE RAW SUBGRADE IS GREATER THAN 30, THE TOP 6" OF THE SUBGRADE SHALL BE STABILIZED WITH HYDRATED LIME SLURRY AT A RATE OF 27 LBS. OF HYDRATED LIME PER SY, AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY TxDOT TEST METHOD TEX-121-E, PART II. LIME SLURRY SHALL BE TYPE B AS DEFINED IN TxDOT ITEM 204, "LIME AND LIME SLURRY," AND PLACEMENT SHALL CONFORM TO TxDOT ITEM 200, "LIME TREATMENT FOR MATERIALS USED AS SUBGRADE (ROAD MIXED)."

EMBANKMENT

ALL EMBANKMENT CONSTRUCTED UNDER STREETS AND ROADWAYS SHALL BE CONSTRUCTED IN LAYERS NOT EXCEEDING 6" COMPACTED THICKNESS AND SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY TxDOT TEST METHOD TEX-113-E AT A MOISTURE CONTENT BETWEEN 2% BELOW AND 4% ABOVE OPTIMUM MOISTURE.

FLEXIBLE-BASE

ALL CRUSHED STONE FLEXIBLE BASE SHALL CONFORM TO ITEM 247, "FLEXIBLE BASE", OF THE TxDOT SPECIFICATIONS EXCEPT AS FOLLOWS:

THE MINERAL AGGREGATE SHALL CONFORM TO THE FOLLOWING LIMITATIONS:

RETAINED ON SQUARE SIEVE	PERCENT BY WEIGHT
NO. 10	0-5
NO. 20	5-35
NO. 40	40-75
NO. 60	85-85

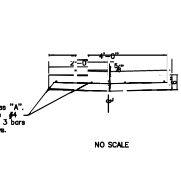
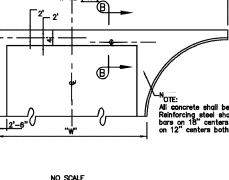
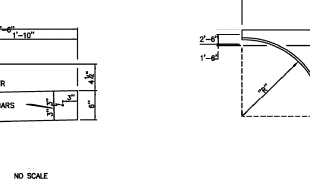
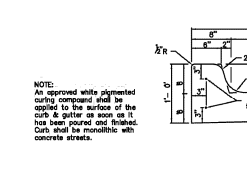
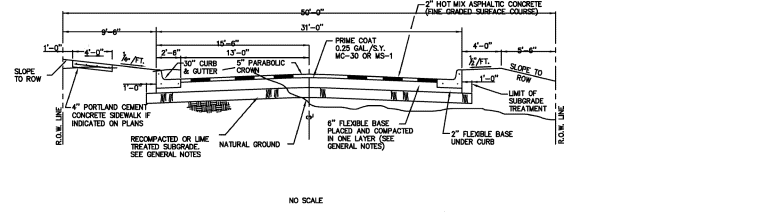
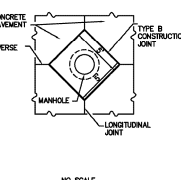
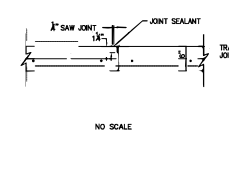
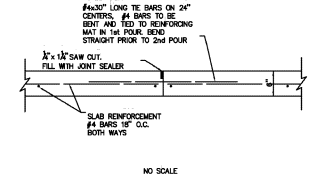
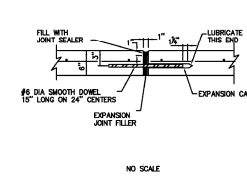
PLASTICITY INDEX

MAXIMUM	12	MAXIMUM
MINIMUM	4	MAXIMUM
LIQUID LIMIT	45	MAXIMUM
WET BALL MILL	50	MAXIMUM

THE MAXIMUM INCREASE IN THE MATERIAL PASSING THE NO. 40 SIEVE RESULTING FROM THE WET BALL MILL TEST SHALL NOT EXCEED 20%. THE ADDITION OF SAND WILL NOT BE PERMITTED.

ALL TESTING OF FLEXIBLE-BASE MATERIAL SHALL BE PERFORMED ON MATERIAL DELIVERED TO THE ROADWAY.

CONSTRUCTION OF THE FLEXIBLE-BASE ROADWAY SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN ITEM 247, "FLEXIBLE-BASE", OF THE TxDOT SPECIFICATIONS.



CONCRETE PAVEMENT

ALL CONCRETE PAVEMENT SHALL CONFORM TO ITEM 360, "CONCRETE PAVEMENT", OF THE TxDOT SPECIFICATIONS. TRANSVERSE CONTRACTION JOINTS SHALL BE ON 20' CENTERS AND SHALL HAVE A MINIMUM DEPTH OF THE SLAB THICKNESS ≥ 4 , AND A MINIMUM WIDTH OF 3". ALL JOINTS SHALL BE SEALED WITH A CLASS 3, HOT Poured RUBBER SEALANT AS DEFINED IN ITEM 433, "JOINT SEALANTS AND FILLERS", OF THE TxDOT SPECIFICATIONS. CONCRETE USED IN CONCRETE PAVEMENT SHALL BE CLASS P AS DEFINED IN ITEM 421, "PORTLAND CEMENT CONCRETE", OF THE TxDOT SPECIFICATIONS EXCEPT THAT ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI, AND THE FLEXURAL STRENGTH REQUIREMENT IS DELETED.

HOT MIX ASPHALTIC-CONCRETE PAVEMENT

PRIME COAT AND TRICK COAT SHALL CONFORM TO ITEM 300, "ASPHALTS, OILS AND EMULSIONS", OF THE TxDOT SPECIFICATIONS. PRIME COAT SHALL BE MC-30 OR MS-1. TRICK COAT SHALL BE A BLEND OF ASPHALT EMULSION SS-1 AND 2% BY WEIGHT OF LATEX RUBBER SOLES.

ALL HOT MIX ASPHALTIC CONCRETE PAVEMENT SHALL CONFORM TO ITEM 340, "HOT MIX ASPHALTIC CONCRETE PAVEMENT", OF THE TxDOT SPECIFICATIONS. ALL COURSE GRADED UNDER COURSE SHALL BE TYPE "A", AND FINE GRADED SURFACE COURSE SHALL BE TYPE "D".

CONCRETE CURB-INCIDENTAL ITEMS

ALL CONCRETE USED FOR DRIVE APPROACHES, SIDEWALKS, CURB AND GUTTER, VALLEY GUTTERS, ETC., SHALL BE CLASS "A" AS DEFINED IN ITEM 421, "PORTLAND CEMENT CONCRETE", OF THE TxDOT SPECIFICATIONS. CLASS "A" CONCRETE HAS A MINIMUM CEMENT CONTENT OF 5 BAGS PER CUBIC YARD, AND A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI.

THE CITY OF
STEPHENVILLE
TEXAS

Rev. Date: 07/24 Sheet: 1 of 1

Special Specification 3051

Pressure Grouting



1. DESCRIPTION

Undersealing existing voids under the concrete pavement at locations shown on the plans or designated by the Engineer. This work includes drilling injection holes, placement of undersealing grout, testing to control lift of pavement, clean-up and other related work.

2. SPECIAL REQUIREMENTS

Use a crew experienced and competent in the work of pressure grouting and pavement undersealing. Furnish crew and equipment with satisfactory production capabilities in the judgment of the Engineer.

3. MATERIALS

Use pre-approved packaged grout materials meeting the requirements of DMS 4675, "Cementitious Materials for Miscellaneous Applications."

4. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. At a minimum, provide the following:

- 4.1. **Drill.** Use a drill capable of drilling holes of the required diameter and depth.
- 4.2. **Mixer and Pump.** Furnish a mixer and pump unit with the appropriate attachments capable of injecting the grout under the concrete slab at the depth(s) required in the plans.
- 4.3. **Level.** Provide control equipment to indicate slab movement.
- 4.4. **Testing Equipment.** Provide necessary grout testing equipment.

5. GROUT

Proportion packaged grout material to meet the following requirements.

- The time of efflux from the flow cone must be between 10 and 20 seconds. Perform the flow test in accordance with Test Method Tex-437-A, "Method of Test for Flow of Grout Mixtures (Flow-Cone Method)."
- The compressive strength of the grout must achieve 500 psi before opening pavement to traffic. Mold specimens in accordance with Test Method Tex-447-A, "Making and Curing Concrete Test Specimens." Determine the compressive strength in accordance with Test Method Tex-418-A, "Compressive Strength of Cylindrical Concrete Specimens."

6. DEFLECTION TESTING

Each designated area of the project is subject to be tested by the Engineer in cooperation with the Contractor using the Falling Weight Deflectometer (FWD). The Engineer will perform FWD testing before and after

grouting operations. FWD testing after grouting operations will be performed at least 24 hr. after grouting. The Engineer will use the deflection data to determine where re-grouting is necessary.

7. CONSTRUCTION METHODS

- 7.1. **Drilling.** Drill 1-1/2 in. diameter (or other approved diameter) holes through the concrete pavement at the locations indicated on the plans or designated by the Engineer. Drill these holes to a depth sufficient to penetrate any stabilized base and into the subgrade. Subgrade penetration must not exceed 3 in. When drilling holes, the drills must be held as nearly perpendicular as possible to the pavement surface. Fill irregular or unsatisfactory holes which cannot be satisfactorily used in pressure grouting, and drill new holes. Do not drill more holes during a day's operations than can be grouted during the same day, unless specific approval is given by the Engineer.
- 7.2. **Grouting.** Unless otherwise allowed, after drilling the holes, lower a pipe connected to the discharge hose on the pressure grout pump into the holes. The discharge end of the pipe must extend below any overlays which might exist, but not below the lower surface of the concrete pavement.

During the grouting operations, use a positive means of monitoring lift. The upward movement of the pavement should not be greater than 1/8-in. or as directed by the Engineer. Pump each hole until maximum pressure is built-up, grout is observed flowing from hole-to-hole, or as directed by the Engineer. Maximum allowable pressure is such that the pavement is not lifted more than the allowable amount. Monitor the pressure by an accurate pressure gauge in the grout line that is protected from the grout slurry. Water displaced from the void structure by the grout must be allowed to flow out freely, but must not interfere with adjacent traffic. Prevent excessive loss of grout through cracks, joints, or from backpressure in the hose or in the shoulder area.

Do not perform pressure grouting when pavement surface temperatures are below 35°F or if the subgrade or base course material is frozen.

After the completion of grouting in any one hole, withdraw the discharge pipe from that hole and plug the hole immediately. Temporary plugs may be used since additional grout may be placed in particular holes to complete the required work in that area.

Remove temporary plugs when sufficient time has elapsed to permit the grout to set sufficiently so that back pressure will not force it through the hole, fill the space occupied by the plug with a reasonably stiff grout or an approved concrete mixture, and then compact.

In the event the Engineer determines that continued grout injection at any specific location is no longer economically feasible, he may direct the Contractor to cease grout injection at that location.

The Engineer may modify the construction methods outlined above, for sufficient justification, as field conditions dictate.

Use any measures necessary to keep all pavement surfaces adjacent to the actual grouting operations reasonably clean of excess grout and other materials at all times.

Prior to the placement of traffic on the work area, clean the pavement (including adjacent shoulders) to the satisfaction of the Engineer.

Keep all traffic off the grouted slab for at least 4 hr. or until opening to traffic strength is achieved.

8. MEASUREMENT

The undersealing grout, mixed and placed as specified herein, will be measured by the cubic foot (dry measure) incorporated into the underseal, prior to mixing.

9. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Grouting."

This price is full compensation for all work covered by this Item, including but not limited to, drilling, temporary plugging and final sealing of holes in the concrete slabs; for securing and furnishing all materials; including all royalty, freight and storage involved; for mixing, proportioning and pumping the undersealing grout into the voids under the concrete slabs; for cleaning up and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work.