APPENDIX A Spring Creek Boat Ramp - GENERAL NOTES

REQUEST FOR COMPETITIVE SEALED PROPOSALS

RFCSP No: PK-03-15

1. TECHNICAL SPECIFICATIONS

The following specifications and drawings are applicable to this project:

- Specifications and Details for Construction
 - o Item 132
 - o Item 200
 - o Item 247
 - o Item 300
 - o Item 302
 - o Item 316
 - o Item 340
 - o Item 360
- Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the Texas Department of Transportation on June 1, 2004. Where duplicate specifications and or details exist, City of San Angelo Specifications and Details as adopted on January 29, 2008 shall govern.
- Copies of a complete set of City of San Angelo Standard Specifications and Details for Construction are available through the City of San Angelo Engineering Services Division for \$30.00 or the Standard Specifications and Details for Construction can be found on the Engineering Services Division website of the City of San Angelo at www.sanangelotexas.us. To request a copy, contact Kent Conner, Project Engineer at (325) 657-4215 or kent.conner@cosatx.us.

1.1. Drawings

A set of plans reflecting the various areas plans and details are attached for general reference.

2. GENERAL NOTES

The general notes listed herein are grouped by general category or work, but are applicable to all items of work for the entire project.

As referred to herein, the City refers to the City of San Angelo, the Engineer, and/or any of their designated representatives.

The total bid submitted shall be the total compensation provided to the contractor for the work to be performed in this contract. Any work provided for herein and not paid for directly shall be considered subsidiary to the various bid items of the contract and no direct payment shall be made.

The contractor shall be required to maintain all areas throughout the duration of the project. All required maintenance of the completed work shall be the contractor's responsibility and shall be considered a part of this contract and at the contractor's expense until final acceptance by the City.

The contractor shall submit in writing for approval the procedure to be used for handling public claims and complaints including the time frame in which the contractor will respond to complaints.

Prior to beginning work, the contractor shall supply a toll free number of the insurance company or contractor's person responsible for processing complaints and claims.

Acquisition of all required permits shall be the responsibility of the contractor.

The contractor is expected to cooperate with other contractors and suppliers working on the same project.

The contractor is required to keep the project free from litter. At the request of the City, the

contractor shall pick up all litter within the project regardless of the source of the litter. This is considered subsidiary to the various bid items of the contract.

The contractor shall perform the removal of any obstructions(s) on the site and in the street right of way and/or easements of any kind, not shown on the plans, and payment shall be considered subsidiary.

All materials removed from the project are the property of the contractor.

Should the contract drawings and contract specifications differ, the more stringent shall apply unless prior written approval is granted by the City.

2.1. Contract Time, Prosecution, and Progress

The contractor shall have sixty (60) calendar days to complete the Project from the Notice to Proceed date. For each calendar day that any work remains incomplete after the project timeframe, an amount of four hundred dollars (\$400.00) per calendar day will be assessed to the contractor and deducted from the monies due or to become due to the contractor, not as a penalty, but as liquidated damages. Work on Sundays and the six legal holidays: January 1st, the last Monday in May, July 4th, the first Monday in September, the fourth Thursday in November and December 25th will not be permitted.

The contractor shall not conduct any operations or perform any work pertaining to the project between the hours of 6:00pm and 7:00am without prior approval of the City Engineer. The contractor shall not conduct any operations or perform any work pertaining to the project before sunrise and thirty (30) minutes before sunset.

The contractor shall notify the City Engineering Department at lease forty-eight (48) hours prior to commencement of work, 325-481-2741.

The contractor shall make every effort to allow property owners and businesses access at all times.

The contractor shall notify all adjacent property owners and businesses of lane closures, street closures, and of a proposed construction schedule.

The contractor shall be responsible for providing safe access for the delivery of mail by the U.S. Postal Service.

Do not apply asphalt later than one (1) hour before sunset unless otherwise approved.

Before starting work on a construction contract, the contractor shall prepare and submit to the City a progress schedule based on the sequence of work and traffic control plan. At a minimum, prepare the progress schedule as a bar chart. Include all planned work activities and sequences and show contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the contract in the progress schedule. Show a beginning date, ending date, and duration in number of working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

Submit an updated progress schedule monthly, unless otherwise shown in the contract or as directed. Update the progress schedule by adding actual progress made during the previous update period, including approved changes to the sequence of work and the traffic control plan. If an updated progress schedule indicates the contract will not be completed within the number of working days specified, notify the City in writing whether the contractor will revise the progress schedule to meet the number of working days specified or exceed the number of working days specified.

Notify the City in writing of proposed changes in the progress schedule. Major changes are those

that may affect compliance with the contract requirements or that change the critical path or controlling item of work. The City reserves the right to reject these proposed changes.

No direct compensation will be made for fulfilling these requirements, as this work is considered subsidiary to the items of the contract.

2.2. Payment & Quantities

The City will pay the contactor monthly based upon the work performed the previous month. The amount due to the contractor for that month will be negotiated between the contractor and the City. In the event of a dispute, the City's estimate shall be final. From the amount due each month, the City will retain five percent (5%) until satisfactory completion of the entire work. The five percent (5%) retainage will be paid to the contractor as a final payment when all work is completed to the City's satisfaction.

The contractor shall visit the site and become familiar with the location and the work to be performed under this contract. Submittal of a bid shall be considered proof that the contractor has complied with this item and all items contained herein.

2.3. Surface Treatments

All treatments must conform to TxDOT standards.

All surface treatments shall conform to TxDOT Item 316, "Surface Treatments."

Asphalts shall conform to TxDOT Item 300, "Asphalts, Oils, and Emulsions."

Aggregates shall conform to TxDOT Item 302, "Aggregate for Surface Treatments."

The contractor shall prepare work areas by removing all vegetation from the pavement surface, removing existing raised pavement markers, and any other debris on the pavement surface. The contractor shall sweep the pavement surface no sooner than 3 days before sealcoating to remove dirt, dust, or other deleterious matter. All material shall be removed from the site completely and shall not be placed, even temporarily, on curbs, yards, right-of-ways or other areas. This work will not be paid for directly, but shall be subsidiary to the various bid items of the contract. All materials removed from the project are the property of the contractor.

The contractor shall protect existing manholes and valve boxes by placing paper with aggregate and a temporary raised pavement marker to mark the location of the manhole or valve box for removal of paper after sealcoating operations. This work will not be paid for directly, but shall be subsidiary to the various bid items of the contract.

The contractor shall stockpile materials at the location shown on the plans or as approved by the City. Locate stockpile site a minimum of 30 feet from the roadway unless otherwise authorized. Place stockpiles in a manner that will not interfere with traffic or sight distance. Keep stockpile clear of debris and vegetative growth. The contractor shall remove any remaining aggregate from stockpile locations within 30 days of final acceptance of the project.

The asphalt (AC-15P) rate for the first course will vary between 0.47 - 0.53 GAL/SY, with a Grade 3 rock rate of 85 SY/CY, but may vary as directed by the City. The asphalt (AC-15P) rate for the second course will vary between 0.32 - 0.38 GAL/SY, with a Grade 5 rock rate of 100 SY/CY, but may vary as directed by the City. The prime coat (MC-30) rate shall be applied at a rate of 0.20 GAL/SY per COSA technical specification item 300 & 310.

Furnish Grade 3 and Grade 5 aggregate from the same source unless otherwise approved.

All locations are a two-course application unless otherwise noted.

Paper or other approved material shall be used to prevent overlapping of traverse joints.

The contractor shall maintain the surface until the work is accepted by the City. Lack of uniformity, such as spots where coverage is not complete, shall be corrected by hand spotting or other approved method. All fat or bleeding surfaces shall be covered with approved material in such a manner that the asphaltic material will not adhere to or be picked up by the tires of vehicles. Upon notification, the contractor shall make repairs within 24 hours. These repairs include, but are not limited to patches and repair of bleeding areas. If these corrections are not completed in that time, all other work will cease, but time charges will continue as directed.

2.4. Traffic Control Plan

The contractor shall maintain temporary traffic control measures throughout the project that are constantly in full compliance with the current version of the Texas Manual on Uniform Traffic Control Devices.

The traffic control plan shall comply with TxDOT's latest version of "Barricade and Construction General Notes and Requirements."

The contractor shall utilize TxDOT's latest standard traffic control plan sheets if applicable.

The contractor shall submit for the City's review and acceptance a temporary traffic control plan showing the contractor's proposed means of compliance with this section. No work shall be performed until the contractor has received the City's approval of the temporary traffic control plan.

The City may order all work stopped if the contractor fails to comply with the temporary traffic control plan.

The contractor shall maintain two-way traffic at all times during construction. If complete street closure becomes necessary, the contractor shall submit their request to the City Engineer at least two (2) weeks prior to closing any portion of the street.

2.5. Construction Inspections

Construction inspection shall be at the discretion of the City within the requirements of the City. The contractor shall keep the entire project site accessible to the City and any other governmental entity that may exercise regulatory control of the project or any portion of the work.

2.6. Protection of Work

The contractor shall protect all areas, whether within or outside of the actual limits of construction. The contractor shall restore all disturbed areas to a condition as good as, or better than, that present prior to the construction. The City shall be the sole judge as to the acceptability of the restoration.

Construction vehicles and equipment shall be limited to the areas to which work is to be performed. Any areas outside of the work area that has experienced damage (such as trees, or loss of vegetative cover) from the construction, storage of equipment and/or materials, or any other process associated with construction, shall be repaired by the contractor at his sole expense to the satisfaction of the City.

Any damage created by any equipment or any other means on the project or on adjacent properties and/or streets and roads shall be repaired to the City's satisfaction at the contractor's sole expense.

The contractor shall not cut or trim trees without consent of the City.

Large construction equipment (or any other equipment deemed large by the City) shall not be allowed on any roadway/parking area once it has been paved. Any damage created by any equipment on the subgrade, base course(s), structures, and/or pavement shall be repaired to the City's satisfaction at the contractor's sole expense.

2.7. Storm Water Pollution Prevention Plan

The contractor shall be responsible for establishing a Storm Water Pollution Prevention Plan (SWPPP) and complying with the requirements thereof for the project.

The contractor is responsible for providing erosion and sediment control BMP's to prevent sediment from reaching paved areas, storm sewers systems, drainage courses, and adjacent properties. In the event the prevention measures are not effective, the contractor shall remove all debris, silt or mud and restore the right-of-way or original properties to a condition as good as, or better than, that present prior.

A storm water pollution prevention plan is required to be reviewed and approved by the City and then installed prior to start of any construction activities.

2.8. Materials Testing

All required material testing and/or inspections shall be arranged for and paid for by the City. The contractor shall be required to pay for any retesting and/or reinspection of materials or work resulting from the failure of the initial test paid for by the City or any subsequent testing and/or inspection required because of the failure of previously tested materials and/or work performed.

Minimum testing requirements shall follow the Texas Department of Transportation, "Guide Schedule of Sampling and Testing, Table IV – Hydraulic Cement Concrete – Non-Structural Concrete (Classes A, B, D, or E)," more specifically using test Tex-418-A (Compressive Strength (A), 2 cylinders per 180 CY. The contractor shall pay for any quality control testing that is deemed necessary by the contractor.

The contractor shall provide test reports showing that all aggregate meets the requirements of TxDOT Item 302, "Aggregate for Surface Treatments."

The contractor shall provide a manifest for each asphalt load delivered to the project.

The City may perform additional testing for quality control.

2.9. Specifications

All items referenced herein referred to as "Item" and/or "City Standard Specification Item No(s):" shall be a reference to the items listed in the latest City of San Angelo, Texas Standard Specifications and Details for Construction and is incorporated herein by reference.

Instances where City Specifications conflict with those contained herein, the specifications contained herein shall take precedence.

2.10. Utilities

The contractor shall notify the appropriate utility to field-locate all installations. The contractor shall be responsible for contacting all utility companies that may be present within the project limits to locate their particular facility.

No work shall be performed near an existing facility without a representative from the affected utility being present for the duration of the work, unless the utility is notified and authorizes work to be performed without a representative.

The contractor's attention is called to the fact that both overhead and underground utilities may be present in or near the project. It is the contractor's responsibility to comply with the Texas One-Call Notification System. The One-Call number is 1-800-DIG-TESS (1-800-344-8377). State law requires anyone digging or excavating with machine-powered equipment to a depth of more than 16" to call a notification center two (2) days before digging begins.

The contractor shall call the City of San Angelo Water Utilities Department to locate water and wastewater lines at 325-657-4295 two (2) days before digging begins.

It shall be the contractor's entire responsibility to repair and/or replace, at his entire expense, any utilities damages or otherwise disturbed as a result of his or his subcontractor's operations on the project regardless of whether or not those utilities were shown on the plans.

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