



**CONTRACT
FOR
THE CONSTRUCTION OF
PAVING, WATER, SANITARY SEWER,
STORM SEWER & STREET LIGHT IMPROVEMENTS**

OAK GROVE ROAD IMPROVEMENTS

**City Project No. 101902
X-26535**

**Water Project Funding No. 56008-0600430-101902-001580
Sewer Project Funding No. 56008-0700430-101902-001380**

Betsy Price
Mayor

David Cooke
City Manager

Christopher P. Harder, P.E.
Director, Water Department

William Johnson
Director, Transportation and Public Works Department

**Prepared for
The City of Fort Worth**
Transportation Impact Fee Funded



*PACHECO KOCH, LLC
6100 WESTERN PLACE, SUITE 1001
FORT WORTH, TX 76107
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-1019382*

2020

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3
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5
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7
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10
11 [https://projectpoint.buzzsaw.com/client/fortworthgov/Resources/02%20-](https://projectpoint.buzzsaw.com/client/fortworthgov/Resources/02%20-%20Construction%20Documents/Specifications)
12 [%20Construction%20Documents/Specifications](https://projectpoint.buzzsaw.com/client/fortworthgov/Resources/02%20-%20Construction%20Documents/Specifications)

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END OF SECTION

SECTION 00 11 13
INVITATION TO BIDDERS

RECEIPT OF BIDS

Due to the COVID19 Emergency declared by the City of Fort Worth and until the emergency declaration, as amended, is rescinded, sealed bids for the construction of **Oak Grove Road Improvements city project no. 101902**. (“Project”) will be received by the City of Fort Worth Purchasing Office until {1:30 P.M. CST, Thursday, December 3rd, 2020} as further described below:

City of Fort Worth
Purchasing Division
200 Texas Street
Fort Worth, Texas 76102

Bids will be accepted by:

1. US Mail at the address above,
2. By courier, FedEx or hand delivery from 8:30-1:30 on Thursdays only at the South End Lobby of City Hall located at 200 Texas Street, Fort Worth, Texas 76102. A Purchasing Department staff person will be available to accept the bid and provide a time stamped receipt; or
3. If the bidder desires to submit the bid on a day or time other than the designated Thursday, the bidder must contact the Purchasing Department during normal working hours at 817-392-2462 to make an appointment to meet a Purchasing Department employee at the South End Lobby of City Hall located at 200 Texas Street, Fort Worth, Texas 76102, where the bid(s) will be received and time/date stamped as above.

Bids will be opened publicly and read aloud at 2:00 PM CST in the City Council Chambers and broadcast through live stream and CFW public television which can be accessed at <http://fortworthtexas.gov/fwtv/>. The general public will not be allowed in the City Council Chambers.

GENERAL DESCRIPTION OF WORK

The major work will consist of the (approximate) following:

16,697 SY of 9 inch concrete pavement, 17,663 SY of 8 inch Subgrade lime treatment , 2283 LF of TYPE III RCP, 36,659 SF of sidewalk, 83 LF of 12 water line & 155 LF of 12 inch DIP) and 14, type 18 street light poles with associated work for Oak Grove Road between Joel East Road and E Altamesa Blvd.

PREQUALIFICATION

The improvements included in this project must be performed by a contractor who is pre-qualified by the City at the time of bid opening. The procedures for qualification and pre-qualification are outlined in the Section 00 21 13 – INSTRUCTIONS TO BIDDERS.

DOCUMENT EXAMINATION AND PROCUREMENTS

The Bidding and Contract Documents may be examined or obtained on-line by visiting the City of Fort Worth's Purchasing Division website at <http://www.fortworthtexas.gov/purchasing/> and clicking on the link to the advertised project folders on the City's electronic document management and collaboration system site. The Contract Documents may be downloaded, viewed, and printed by interested contractors and/or suppliers.

Copies of the Bidding and Contract Documents may be purchased from
Pacheco Koch
Karen Doherty
8174127155
4060 Bryant Irvin Road
Fort Worth, TX 76109

The cost of Bidding and Contract Documents is:

Set of Bidding and Contract Documents with full size drawings: \$300

Set of Bidding and Contract Documents with half size (if available) drawings: \$160

PREBID CONFERENCE

A prebid conference may be held as discussed in Section 00 21 13 - INSTRUCTIONS TO BIDDERS at the following date, and time **via a web conferencing application**:

DATE: 11/20/20

TIME: 11AM

If a prebid conference will be held online via a web conferencing application, invitations will be distributed directly to those who have submitted Expressions of Interest in the project to the City Project Manager and/or the Design Engineer. The presentation given at the prebid conference and any questions and answers provided at the prebid conference will be issued as an Addendum to the call for bids.

If a prebid conference is not being held, prospective bidders can e-mail questions or comments in accordance with Section 6 of the Instructions to Bidders referenced above to the project manager(s) at the e-mail addresses listed below. Emailed questions will suffice as "questions in writing" and the requirement to formally mail questions is suspended. If necessary, Addenda will be issued pursuant to the Instructions to Bidders.

CITY'S RIGHT TO ACCEPT OR REJECT BIDS

City reserves the right to waive irregularities and to accept or reject bids.

AWARD

City will award a contract to the Bidder presenting the lowest price, qualifications and competencies considered.

FUNDING

Any *Contract* awarded under this INVITATION TO BIDDERS *is* expected to be funded from revenues generated from *user fees* and reserved by the City for the Project.

INQUIRIES

All inquiries relative to this procurement should be addressed to the following:

Attn: *Khal Jaafari* City of Fort Worth
Email: *Khal.Jaafari@fortworthtexas.gov*

Phone: 817-392-7872
AND/OR
Attn: Clayton Strolle, Pacheco Koch
Email: cstrolle@pkce.com
Phone: 512-485-0831

EXPRESSION OF INTEREST

To ensure bidders are kept up to date of any new information pertinent to this project or the COVID19 emergency declaration, as amended, as it may relate to this project, bidders are requested to email Expressions of Interest in this procurement to the City Project Manager and the Design Engineer. The email should include the bidder's company name, contact person, that individuals email address and phone number. All Addenda will be distributed directly to those who have expressed an interest in the procurement and will also be posted in the City of Fort Worth's purchasing website at <http://fortworthtexas.gov/purchasing/>

PLAN HOLDERS

To ensure you are kept up to date of any new information pertinent to this project such as when an addenda is issued, download the Plan Holder Registration form to your computer, complete and email it to the Design Engineer.

Plan holder list will be available in the city's purchasing website.

Mail your completed Plan Holder Registration form to those listed in INQUIRIES above.

ADVERTISEMENT DATES

Dates: 11/11/20 & 11/18/20

END OF SECTION

**SECTION 00 21 13 INSTRUCTIONS TO BIDDERS
DEVELOPER AWARDED CONTRACTS
FOR PUBLICLY BID PROJECTS ONLY**

1. Defined Terms

1.1. Certain additional terms used in these INSTRUCTIONS TO BIDDERS have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1.1. Bidder: Any person, firm, partnership, company, association, or corporation acting directly through a duly authorized representative, submitting a bid for performing the work contemplated under the Contract Documents.

1.1.2. Successful Bidder: The lowest responsible and responsive Bidder to whom Developer/City (on the basis of City's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents

2.1. Neither Developer/City nor Engineer shall assume any responsibility for errors or misinterpretations resulting from the Bidders use of incomplete sets of Bidding Documents.

2.2. Developer/City and Engineer in making copies of Bidding Documents available do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

3. Prequalification of Bidders (Prime Contractors and Subcontractors)

3.1. All Bidders and their subcontractors are required to be prequalified for the work types requiring prequalification at the time of bidding. Bids received from contractors who are not prequalified (even if inadvertently opened) shall not be considered. Prequalification requirement work types and documentation are as follows:

3.1.1. Paving – Requirements document located at;

<https://projectpoint.buzzsaw.com/fortworthgov/Resources/02%20-%20Construction%20Documents/Contractor%20Prequalification/TPW%20Paving%20Contractor%20Prequalification%20Program/PREQUALIFICATION%20REQUIREMENTS%20FOR%20PAVING%20CONTRACTORS.PDF?public>

3.1.2. Roadway and Pedestrian Lighting – Requirements document located at;

<https://projectpoint.buzzsaw.com/fortworthgov/Resources/02%20-%20Construction%20Documents/Contractor%20Prequalification/TPW%20Paving%20Contractor%20Prequalification%20Program/PREQUALIFICATION%20REQUIREMENTS%20FOR%20PAVING%20CONTRACTORS.PDF?public>

3.1.3. Water and Sanitary Sewer – Requirements document located at;

1 [https://projectpoint.buzzsaw.com/fortworthgov/Resources/02%20-](https://projectpoint.buzzsaw.com/fortworthgov/Resources/02%20-%20Construction%20Documents/Contractor%20Prequalification/Water%20and%20Sanitary%20Sewer%20Contractor%20Prequalification%20Program/WSS%20prequal%20requirements.doc?public)
2 [%20Construction%20Documents/Contractor%20Prequalification/Water%20and%20](https://projectpoint.buzzsaw.com/fortworthgov/Resources/02%20-%20Construction%20Documents/Contractor%20Prequalification/Water%20and%20Sanitary%20Sewer%20Contractor%20Prequalification%20Program/WSS%20prequal%20requirements.doc?public)
3 [0Sanitary%20Sewer%20Contractor%20Prequalification%20Program/WSS%20pre](https://projectpoint.buzzsaw.com/fortworthgov/Resources/02%20-%20Construction%20Documents/Contractor%20Prequalification/Water%20and%20Sanitary%20Sewer%20Contractor%20Prequalification%20Program/WSS%20prequal%20requirements.doc?public)
4 [qual%20requirements.doc?public](https://projectpoint.buzzsaw.com/fortworthgov/Resources/02%20-%20Construction%20Documents/Contractor%20Prequalification/Water%20and%20Sanitary%20Sewer%20Contractor%20Prequalification%20Program/WSS%20prequal%20requirements.doc?public)
5

6
7 3.2. Each Bidder unless currently prequalified, must be prepared to submit to City within
8 seven (7) calendar days prior to Bid opening, the documentation identified in Section 00
9 45 11, BIDDERS PREQUALIFICATIONS.

10
11 3.2.1. Submission of and/or questions related to prequalification should be addressed to
12 the City contact as provided in Paragraph 6.1.
13

14
15 3.3. The City reserves the right to require any pre-qualified contractor who is the apparent low
16 bidder(s) for a project to submit such additional information as the City, in its sole
17 discretion may require, including but not limited to manpower and equipment records,
18 information about key personnel to be assigned to the project, and construction schedule,
19 to assist the City in evaluating and assessing the ability of the apparent low bidder(s) to
20 deliver a quality product and successfully complete projects for the amount bid within
21 the stipulated time frame. Failure to submit the additional information, if requested,
22 may be grounds for rejecting the apparent low bidder as non-responsive.
23

24 3.4. In addition to prequalification, additional requirements for qualification may be required
25 within various sections of the Contract Documents.
26

27 Special qualifications required for this project include the following: *The low bidder will be*
28 *undertaking the reconstruction of Oak Grove road, while the Union Pacific Railroad agreement*
29 *is being secured. If work is completed in advance of the agreement being signed, traffic control*
30 *will be required until the agreement is in place and the full road section at the railroad is*
31 *constructed. Contractor working within the existing railroad ROW are required to be a Union*
32 *Pacific Railroad and Fort Worth and Western Railroad approved contractor. Contractor needs to*
33 *complete licensing agreements and right of entry agreements for both Union Pacific Railroad and*
34 *Fort Worth and Western Railroad.*

35 *List of approved track contractors:*

36 Railworks
37 Steven Bevills - 409-550-7126
38 620 Parker Lane
39 Granbury, TX 76048
40 SBevills@railworks.com
41

42 Lone Star Railroad
43 Josh Newman - 214-763-4061
44 P.O. Box 1150
45 Ennis, Texas 75120
46 josh@lonestarr.net
47

48 Trac-Work
49 Alonzo Gallegos - 817-829-2449
50 6309 Eden Drive
51 Haltom City, TX 76117.
52 agallegos@trac-work.com
53

1 *List of approved signal contractors:*

2
3 CDL Electric Company
4 Josh Shamhart – 620-231-6420
5 1308 N. Walnut
6 Pittsburg, KS 66762
7 josh.shamhart@cdl-electric.com

8
9 3.5.

10
11 **4. Examination of Bidding and Contract Documents, Other Related Data, and Site**

12
13 4.1. Before submitting a Bid, each Bidder shall:

- 14
15 4.1.1. Examine and carefully study the Contract Documents and other related data
16 identified in the Bidding Documents (including "technical data" referred to in
17 Paragraph 4.2. below). No information given by Developer/City or any
18 representative of the Developer/City other than that contained in the Contract
19 Documents and officially promulgated addenda thereto, shall be binding upon the
20 Developer/City.
- 21
22 4.1.2. Visit the site to become familiar with and satisfy Bidder as to the general, local and
23 site conditions that may affect cost, progress, performance or furnishing of the
24 Work.
- 25
26 4.1.3. Consider federal, state and local Laws and Regulations that may affect cost,
27 progress, performance or furnishing of the Work.
- 28
29
30
31 4.1.4. Study all: (i) reports of explorations and tests of subsurface conditions at or
32 contiguous to the Site and all drawings of physical conditions relating to existing
33 surface or subsurface structures at the Site (except Underground Facilities) that
34 have been identified in the Contract Documents as containing reliable "technical
35 data" and (ii) reports and drawings of Hazardous Environmental Conditions, if any,
36 at the Site that have been identified in the Contract Documents as containing
37 reliable "technical data."
- 38
39 4.1.5. Be advised that the Contract Documents on file with the City shall constitute all of
40 the information which the City will furnish. All additional information and data
41 which the City will supply after promulgation of the formal Contract Documents
42 shall be issued in the form of written addenda and shall become part of the Contract
43 Documents just as though such addenda were actually written into the original
44 Contract Documents. No information given by the City other than that contained in
45 the Contract Documents and officially promulgated addenda thereto, shall be
46 binding upon the City.
- 47

- 1 4.1.6. Perform independent research, investigations, tests, borings, and such other means
2 as may be necessary to gain a complete knowledge of the conditions which will be
3 encountered during the construction of the project. Bidder must fill all holes and
4 clean up and restore the site to its former conditions upon completion of such
5 explorations, investigations, tests and studies.
6
- 7 4.1.7. Determine the difficulties of the Work and all attending circumstances affecting the
8 cost of doing the Work, time required for its completion, and obtain all information
9 required to make a proposal. Bidders shall rely exclusively and solely upon their
10 own estimates, investigation, research, tests, explorations, and other data which are
11 necessary for full and complete information upon which the proposal is to be based.
12 It is understood that the submission of a proposal is prima-facie evidence that the
13 Bidder has made the investigation, examinations and tests herein required. Claims
14 for additional compensation due to variations between conditions actually
15 encountered in construction and as indicated in the Contract Documents will not be
16 allowed.
17
- 18 4.1.8. Promptly notify Developer of all conflicts, errors, ambiguities or discrepancies in or
19 between the Contract Documents and such other related documents. The Contractor
20 shall not take advantage of any gross error or omission in the Contract Documents,
21 and the Developer shall be permitted to make such corrections or interpretations as
22 may be deemed necessary for fulfillment of the intent of the Contract Documents.
23
- 24 4.2. Reference is made to Section 00 73 00 – Supplementary Conditions for identification of:
25
- 26 4.2.1. those reports of explorations and tests of subsurface conditions at or contiguous to
27 the site which have been utilized by Developer in preparation of the Contract
28 Documents. The logs of Soil Borings, if any, on the plans are for general
29 information only. Neither the Developer nor the Engineer guarantee that the data
30 shown is representative of conditions which actually exist.
31
- 32 4.2.2. those drawings of physical conditions in or relating to existing surface and
33 subsurface structures (except Underground Facilities) which are at or contiguous to
34 the site that have been utilized by Developer in preparation of the Contract
35 Documents.
36
- 37 4.2.3. copies of such reports and drawings will be made available by City to any Bidder
38 on request. Bidder is responsible for any interpretation or conclusion drawn from
39 any "technical data" or any other data, interpretations, opinions or information.
40

1 4.3. The submission of a Bid will constitute an incontrovertible representation by Bidder (i)
2 that Bidder has complied with every requirement of this Paragraph 4, (ii) that without
3 exception the Bid is premised upon performing and furnishing the Work required by the
4 Contract Documents and applying the specific means, methods, techniques, sequences or
5 procedures of construction (if any) that may be shown or indicated or expressly required
6 by the Contract Documents, (iii) that Bidder has given Developer written notice of all
7 conflicts, errors, ambiguities and discrepancies in the Contract Documents and the
8 written resolutions thereof by Developer are acceptable to Bidder, and when said
9 conflicts, etc., have not been resolved through the interpretations by Developer as
10 described in Paragraph 6., and (iv) that the Contract Documents are generally sufficient
11 to indicate and convey understanding of all terms and conditions for performing and
12 furnishing the Work.

13
14 4.4. The provisions of this Paragraph 4, inclusive, do not apply to Asbestos, Polychlorinated
15 biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material, unless
16 specifically identified in the Contract Documents.

17
18 **5. Availability of Lands for Work, Etc.**

19
20 5.1. The lands upon which the Work is to be performed, rights-of-way and easements for
21 access thereto and other lands designated for use by Contractor in performing the Work
22 are identified in the Contract Documents. All additional lands and access thereto
23 required for temporary construction facilities, construction equipment or storage of
24 materials and equipment to be incorporated in the Work are to be obtained and paid for
25 by Contractor. Easements for permanent structures or permanent changes in existing
26 facilities are to be obtained and paid for by Developer.

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32 **6. Interpretations and Addenda**

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34 6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to
35 Developer's/City's representative. Interpretations or clarifications considered necessary
36 by Developer in response to such questions will be issued by Addenda delivered to all
37 parties recorded by Developer as having received the Bidding Documents. Only
38 questions answered by formal written Addenda will be binding Oral and other
39 interpretations or clarifications will be without legal effect

40
41 Address questions to:

42
43
44 Attn: *Clayton Strolle, Pacheco Koch*
45 Email: *cstrolle@pkce.com*
46 Phone: *512-485-0831*
47 AND/OR

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Attn: *Khal Jaafari*, City of Fort Worth

Email: *Khal.Jaafari@fortworthtexas.gov*
Phone: *817-392-7872*

6.2. Addenda may also be issued, email to plan holder list to modify the Bidding Documents as deemed advisable by Developer/City.

6.3. Addenda or clarifications may be posted via drop box

6.4. A virtual prebid conference may be held at the time and place indicated in the Advertisement or INVITATION TO BIDDERS. Representatives of Developer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Developer's representative will transmit to all prospective Bidders of record such Addenda as Developer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

7. Bid Security

7.1. Each Bid must be accompanied by Bid Bond made payable to Developer in an amount of five (5) percent of Bidder's maximum Bid price on form attached, issued by a surety meeting the requirements as listed in the General Conditions.

7.2. The Bid Bond of all Bidders will be retained until the conditions of the Notice of Award have been satisfied. If the Successful Bidder fails to execute and deliver the complete Agreement within 10 days after the Notice of Award, Developer may consider Bidder to be in default, rescind the Notice of Award, and the Bid Bond of that Bidder will be forfeited. Such forfeiture shall be Developer's exclusive remedy if Bidder defaults. The Bid Bond of all other Bidders whom Developer believes to have a reasonable chance of receiving the award will be retained by Developer until final contract execution.

8. Contract Times

The number of days within which, or the dates by which, Milestones are to be achieved in accordance with the General Requirements and the Work is to be completed and ready for Final Acceptance is set forth in the Agreement or incorporated therein by reference to the attached Bid Form.

9. Liquidated Damages

Provisions for liquidated damages are set forth in the Agreement.

1 **10. Substitute and "Or-Equal" Items**

2 The Contract, if awarded, will be on the basis of materials and equipment described in the
3 Bidding Documents without consideration of possible substitute or "or-equal" items.
4 Whenever it is indicated or specified in the Bidding Documents that a "substitute" or "or-
5 equal" item of material or equipment may be furnished or used by Contractor if acceptable to
6 City, application for such acceptance will not be considered by City until after the Effective
7 Date of the Agreement. The procedure for submission of any such application by Contractor
8 and consideration by City is set forth in Section 01 25 00 of the General Requirements.
9

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16 **11. Bid Form**

- 17
18
- 19 11.1. All blanks on the Bid Form must be completed by printing in ink and the Bid Form
20 signed in ink. Erasures or alterations shall be initialed in ink by the person signing
21 the Bid Form. A Bid price shall be indicated for each Bid item, alternative, and unit
22 price item listed therein. In the case of optional alternatives, the words "No Bid,"
23 "No Change," or "Not Applicable" may be entered legibly, in ink or type, for which
24 the Bidder proposes to do the work contemplated or furnish materials required.
25
 - 26 11.2. Bids by corporations shall be executed in the corporate name by the president or a
27 vice-president or other corporate officer accompanied by evidence of authority to
28 sign. The corporate seal shall be affixed. The corporate name, address and state of
29 incorporation shall be shown below the signature.
30
 - 31 11.3. Bids by partnerships shall be executed in the partnership name and signed by a
32 partner, whose title must appear under the signature accompanied by evidence of
33 authority to sign. The official name and address of the partnership shall be shown
34 below the signature.
35
 - 36 11.4. Bids by limited liability companies shall be executed in the name of the firm by a
37 member and accompanied by evidence of authority to sign. The name and state of
38 formation of the firm and the official address of the firm shall be shown.
39
 - 40 11.5. Bids by individuals shall show the Bidder's name and official address.
41
 - 42 11.6. Bids by joint ventures shall be executed by each joint venturer in the manner
43 indicated on the Bid Form. The official address of the joint venture shall be shown.
44
 - 45 11.7. All names shall be typed or printed in ink below the signature.
46
 - 47 11.8. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of
48 which shall be filled in on the Bid Form.
49

1 11.9. Postal and e-mail addresses and telephone number for communications regarding the
2 Bid shall be shown.

3
4 11.10. Evidence of authority to conduct business as a Nonresident Bidder in the state of
5 Texas shall be provided in accordance with Section 00 43 37 – Vendor Compliance
6 to State Law Non Resident Bidder.

7
8 **12. Submission of Bids**

9 Bids shall be submitted on the prescribed Bid Form and proposal form, provided with the
10 Bidding Documents, at the time and place indicated in the Advertisement or INVITATION
11 TO BIDDERS, addressed to City of Fort Worth Project Manager, and shall be enclosed in an
12 opaque sealed envelope, marked with the City Project Number, Project title, the name and
13 address of Bidder, and accompanied by the Bid security, if required, and other required
14 documents.

15
16 **13. Modification and Withdrawal of Bids**

17
18 13.1. Bids cannot be withdrawn prior to the time set for bid opening. A request for
19 withdrawal must be made in writing by an appropriate document duly executed in the
20 manner that a Bid must be executed and delivered to the place where Bids are to be
21 submitted at any time prior to the opening of Bids. After all Bids not requested for
22 withdrawal are opened and publicly read aloud, the Bids for which a withdrawal
23 request has been properly filed may, at the option of the Developer/City, be returned
24 unopened.

25
26 13.2 Bidders may modify their Bid by electronic communication at any time prior to the
27 time set for the closing of Bid receipt.

28
29 **14. Opening of Bids**

30 Bids will be opened and read aloud publicly at the place where Bids are to be submitted. An
31 abstract of the amounts of the base Bids and major alternates (if any) will be made available
32 to Bidders after the opening of Bids.

33
34 **15. Bids to Remain Subject to Acceptance**

35 All Bids will remain subject to acceptance for the time period specified for Notice of Award
36 and execution and delivery of a complete Agreement by Successful Bidder. Developer/City
37 may, at their sole discretion, release any Bid and nullify the Bid security, if required, prior to
38 that date.

39
40 **16. Evaluation of Bids and Award of Contract**

- 1 16.1. Developer/City reserves the right to reject any or all Bids, including without
2 limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or
3 conditional Bids and to reject the Bid of any Bidder if Developer/City believes that it
4 would not be in the best interest of the Project to make an award to that Bidder,
5 whether because the Bid is not responsive or the Bidder is unqualified or of doubtful
6 financial ability or fails to meet any other pertinent standard or criteria established by
7 City. Developer/City also reserves the right to waive informalities not involving
8 price, contract time or changes in the Work with the Successful Bidder.
9 Discrepancies between the multiplication of units of Work and unit prices will be
10 resolved in favor of the unit prices. Discrepancies between the indicated sum of any
11 column of figures and the correct sum thereof will be resolved in favor of the correct
12 sum.
13
- 14 16.1.1. Any or all bids will be rejected if Developer/City has reason to believe that
15 collusion exists among the Bidders, Bidder is an interested party to any litigation
16 against Developer/City, Developer/City or Bidder may have a claim against the
17 other or be engaged in litigation, Bidder is in arrears on any existing contract or
18 has defaulted on a previous contract, Bidder has performed a prior contract in an
19 unsatisfactory manner, or Bidder has uncompleted work which in the judgment
20 of the Developer/City will prevent or hinder the prompt completion of additional
21 work if awarded.
22
- 23 16.2. Developer/City may consider the qualifications and experience of Subcontractors,
24 Suppliers, and other persons and organizations proposed for those portions of the
25 Work as to which the identity of Subcontractors, Suppliers, and other persons and
26 organizations must be submitted as provided in the Contract Documents or upon the
27 request of the Developer/City. Developer/City also may consider the operating costs,
28 maintenance requirements, performance data and guarantees of major items of
29 materials and equipment proposed for incorporation in the Work when such data is
30 required to be submitted prior to the Notice of Award.
31
- 32 16.3. Developer/City may conduct such investigations as Developer/City deems necessary
33 to assist in the evaluation of any Bid and to establish the responsibility,
34 qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers
35 and other persons and organizations to perform and furnish the Work in accordance
36 with the Contract Documents to Developer's/City's satisfaction within the prescribed
37 time.
38
39
40
- 41 16.4. If the Contract is to be awarded, it will be awarded to lowest responsible and
42 responsive Bidder whose evaluation by Developer/City indicates that the award will
43 be in the best interests of the Developer/City.
44
45
46
- 47 16.5. Failure or refusal to comply with the requirements may result in rejection of Bid.
48

1 **17. Signing of Agreement**

2 When Developer issues a Notice of Award to the Successful Bidder, it will be accompanied
3 by the required number of unsigned counterparts of the Agreement. The Contractor shall sign
4 and deliver the required number of counterparts of the Agreement to Developer's
5 representative with the required Bonds, Certificates of Insurance, and all other required
6 documentation.

7
8
9
10 **END OF SECTION**

SECTION 00 41 00
DAP BID FORM FOR PUBLICLY BID PROJECTS ONLY

TO: Rob Riner Companies
P.O. Box 907,
Fort Worth, Texas 76101

FOR: Oak Grove Road Improvements
Between Joel East Road and E Altamesa Blvd

City Project 101902
No.:

1. Enter Into Agreement

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

2. BIDDER Acknowledgements and Certification

- 2.1. In submitting this Bid, Bidder accepts all of the terms and conditions of the INVITATION TO BIDDERS and INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of Bid Bond.
- 2.2. Bidder is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements in the construction contract.
- 2.3. Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 2.4. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 2.5. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 2.6. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Developer (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Developer of the benefits of free and open competition.

- c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Developer, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
- d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

3. Prequalification

The Bidder acknowledges that the following work types must be performed only by prequalified contractors and subcontractors:

- a. Work within the existing railroad easement.

4. Time of Completion

- 4.1. The Work will be complete for Final Acceptance within ___working days after the date when the Contract Time commences to run as provided in the General Conditions.
- 4.2. Bidder accepts the provisions of the Agreement to liquidated damages, if applicable, in the event of failure to complete the Work {and/or achievement of Milestones} within the times specified in the Agreement.

5. Attached to this Bid

The following documents are attached to and made a part of this Bid:

- a. This Bid Form, Section 00 41 00
- b. Bid Bond (if required), Section 00 43 13 issued by a surety meeting the requirements of the General Conditions.
- c. Proposal Form, Section 00 42 43
- d. MBE Forms (if required)
- e. Prequalification Statement, Section 00 45 12
- f. Any additional documents that may be required by Section 12 of the Instructions to Bidders
- g. Bidder pre-qualification application (optional)

6. Total Bid Amount

- 6.1. Bidder will complete the Work in accordance with the Contract Documents for the following bid amount. In the space provided below, please enter the total bid amount for this project. Only this figure will be read publicly by the City at the bid opening.
- 6.2. It is understood and agreed by the Bidder in signing this proposal that the total bid amount entered below is subject to verification and/or modification by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.
- 6.3. Evaluation of Alternate Bid Items <use this if applicable, otherwise delete>

Total Base Bid	
TOTAL BID	

7. Bid Submittal

This Bid is submitted on _____ by the entity named below

Respectfully submitted,

By: _____
 (Signature)

 (Printed Name)

Title:

Company:

Address: _____

Receipt is acknowledged of the following Addenda:	Initial
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	
Addendum No. 4	

State of Incorporation:

Email:

Phone:

END OF SECTION

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
<u>UNIT I: PRIVATE WATER IMPROVEMENTS</u>						
1	3311.0447 12" Water Pipe, CLSM Backfill	33 11 10, 33	LF	83		
3	3312.4305 30" x 12" Tapping Sleeve & Valve	33 12 25	EA	1		
4	3305.0109 Trench Safety	33 05 10	LF	83		
5	0241.1118 4"-12" Pressure Plug	02 41 14	EA	1		
5	3312.0109 Connection to Existing 30" Water Main	33 12 25	EA	1		
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<u>TOTAL UNIT I: PRIVATE WATER IMPROVEMENTS</u>						

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
<u>UNIT II: PRIVATE SANITARY SEWER IMPROVEMENTS</u>						
1	3339.1001 4' Manhole	33 39 10, 33	EA	2		
2	3331.4212 12" DIP Sewer	33 11 10, 33	LF	155		
3	3305.0109 Trench Safety	33 05 10	LF	155		
4	3339.0001 Epoxy Manhole Liner	33 39 60	VF	16		
5	3301.0001 Pre-CCTV Inspection	33 01 31	LF	155		
6	3301.0002 Post-CCTV Inspection	33 01 31	LF	155		
7	3301.0101 Manhole Vacuum Testing	33 01 30	EA	2		
8	3305.1103 20" Casing By Other Than Open Cut	33 05 22	LF	100		
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<u>TOTAL UNIT II: PRIVATE SANITARY SEWER IMPROVEMENTS</u>						

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
UNIT III: PUBLIC DRAINAGE IMPROVEMENTS						
1	3341.0201 21" RCP, Class III	33 41 10	LF	690		
2	3341.0205 24" RCP, Class III	33 41 10	LF	383		
3	3341.0309 36" RCP, Class III	35 41 10	LF	202		
4	3341.0402 42" RCP, Class III	36 41 10	LF	148		
5	3341.0502 54" RCP, Class III	33 41 10	LF	223		
6	9999.0001 5x2 Box Culvert	00 00 00	LF	43		
7	3349.0001 4' Storm Junction Box	33 49 10	EA	2		
8	3349.0003 6' Storm Junction Box	33 49 10	EA	2		
9	3349.6001 10' Recessed Inlet	33 49 20	EA	4		
10	3305.0112 Concrete Collar	33 05 17	EA	4		
11	3339.1001 4' Manhole	33 39 10, 33 39 20	EA	2		
12	3305.0116 Concrete Encasement for Utility Pipes	33 05 10	CY	44		
13	3349.8001 10' Type 2 Inlet	33 49 20	EA	4		
14	3349.8002 15' Type 2 Inlet	33 49 20	EA	2		
15	3349.8003 20' Type 2 Inlet	33 49 20	EA	4		
16	3137.0102 Large Stone Riprap, dry	31 37 00	SY	382		
17	3349.1000 Headwall, Box Culvert	33 49 40	CY	17		
18	3341.1302 6x3 Box Culvert	33 41 10	LF	294		
19	9999.0002 TXDOT 7' 10" X 7'10" Junction Box	00 00 00	EA	2		
20	3305.0109 Trench Safety	33 05 10	LF	2009		
21	3341.1202 5x4 Box Culvert	33 41 10	LF	300		
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TOTAL UNIT III: PUBLIC DRAINAGE IMPROVEMENTS						

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
UNIT IV: PRIVATE PAVING IMPROVEMENTS						
1	0241.1100 Remove Asphalt Pvmnt	02 41 15	SY	4,353		
2	0241.1000 Remove Conc Pvmnt	02 41 15	SY	5,849		
3	3305.0111 Valve Box Adjustment	33 05 14	EA	10		
4	0241.0500 Remove Fence	02 41 13	LF	140		
5	3305.0106 Manhole Adjustment, Major	33 05 14	EA	3		
6	3305.0108 Miscellaneous Structure Adjustment	33 05 14	EA	5		
7	0241.4401 Remove Headwall/SET	02 41 14	EA	2		
8	3441.4110 Remove and Reinstall Sign Panel and Post	34 41 30	EA	5		
9	3305.0110 Utility Markers	33 05 26	LS	1		
10	Remove Traffic Baricade	00 00 00	EA	1		
11	0241.3001 Storm Line Grouting	02 41 14	CY	17		
12	3110.0101 Site Clearing	31 10 00	LS	1		
13	3471.0001 Traffic Control	34 71 13	MO			
14	3125.0101 SWPPP ≥ 1 acre	31 25 00	LS	1		
15	0241.1510 Salvage Fire Hydrant	02 41 14	EA	2		
16	0241.0550 Remove Guardrail	02 41 13	LF	631		
17	3441.4108 Remove Sign Panel and Post	34 41 30	EA	1		
18	0241.4103 Remove 20' Recessed Inlet	02 41 14	EA	2		
19	0241.0100 Remove Sidewalk	02 41 13	SF	4266		
20	0241.3104 24" Storm Abandonment Plug	02 41 14	EA	2		
21	0241.3015 Remove 24" Storm Line	02 41 14	LF	58		
22	0241.0300 Remove ADA Ramp	02 41 13	EA	3		
23	0241.3013 Remove 18" Storm Line	02 41 14	LF	24		
24	3213.0104 9" Conc Pvmnt	32 13 13	SY	8133		
25	3213.0102 7" Conc Pvmnt	32 13 13	SY	178		
26	3212.0302 2" Asphalt Pvmnt Type D	32 12 16	SY	5		
27	3212.0501 4" Asphalt Base Type B	32 12 16	SY	5		
28	3213.0301 4" Conc Sidewalk	32 13 20	SF	16955		
29	3211.0502 8" Lime Treatment	32 11 29	SY	8597		
30	3211.0401 Commercial Lime Slurry	32 11 29	TN	206		
31	3291.0100 Topsoil (6")	32 91 19	CY	1273		
32	3217.0003 4" BRK Pvmnt Marking HAS (W)	32 17 23	LF	600		
33	3217.0501 24" SLD Pvmnt Marking HAE (W)	33 17 23	LF	696		
34	3217.0201 8" SLD Pvmnt Marking HAS (W)	32 17 23	LF	740		
35	3217.2104 REFL Raised Marker TY II-C-R	32 17 23	EA	60		
36	3217.1002 Lane Legend Arrow	32 17 23	EA	4		
37	3217.1004 Lane Legend Only	32 17 23	EA	3		
38	9999.0000 Pedestrian Guardrail	TxDOT 450	LF	160		
39	9999.0000 Guardrail	TxDOT 540	LF	658		
40	3123.0101 Unclassified Excavation by Plan	31 23 16	CY	641		
41	0170.0100 Mobilization	01 70 00	LS	1		
42	3217.1001 Lane Legend RR	32 17 23	EA	4		
43	3213.0506 Barrier Free Ramp, Type P-1	32 13 20	EA	2		
44	3217.0002 4" SLD Pvmnt Marking HAS (Y)	32 17 23	LF	712		
45	3217.0202 8" SLD Pvmnt Marking HAS (Y)	33 17 23	LF	185		
46	3213.0505 Barrier Free Ramp, Type M-3	32 13 20	EA	1		
47	3441.4001 Furnish/Install Alum Sign Mast Arm Mount	34 41 30	EA	3		

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
48	3213.0508 Barrier Free Ramp, Type C-1	32 13 20	EA	1		
49	0135.0101 Railroad Coordination	01 35 13	LS	1		
50	0135.0102 Railroad Flagmen	01 35 13	WD	1		
51	3292.0100 Block Sod Placement	32 92 13	SY	7639		
52	3213.0502 Barrier Free Ramp, Type U-1	32 13 20	EA	3		
<u>TOTAL UNIT IV: PRATE PAVING IMPROVEMENTS</u>						

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal		
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value	
UNIT V: PUBLIC PAVING IMPROVEMENTS							
1	0241.1100 Remove Asphalt Pvmt	02 41 15	SY	2,815			
2	0241.1000 Remove Conc Pvmt	02 41 15	SY	857			
3	3305.0111 Valve Box Adjustment	33 05 14	EA	2			
4	0241.0500 Remove Fence	02 41 13	LF	487			
5	3305.0106 Manhole Adjustment, Major	33 05 14	EA	4			
6	3305.0108 Miscellaneous Structure Adjustment	33 05 14	EA	1			
7	0241.3014 Remove 21" Storm Line	02 41 14	EA	50			
8	0241.4401 Remove Headwall/SET	02 41 14	EA	3			
9	3441.4110 Remove and Reinstall Sign Panel and Post	34 41 30	EA	2			
10	0241.0550 Remove Guardrail	02 41 13	LF	10			
11	3305.0110 Utility Markers	33 05 26	LS	1			
12	0241.3019 Remove 36" Storm Line	02 41 14	LF	66			
13	3110.0101 Site Clearing	31 10 00	LS	1			
14	3471.0001 Traffic Control	34 71 13	MO				
15	3125.0101 SWPPP ≥ 1 acre	31 25 00	LS	1			
16	3213.0104 9" Conc Pvmt	32 13 13	SY	8,564			
17	3213.0102 7" Conc Pvmt	32 13 13	SY	174			
18	3212.0302 2" Asphalt Pvmt Type D	32 12 16	SY	27			
19	3212.0501 4" Asphalt Base Type B	32 12 16	SY	27			
20	3213.0301 4" Conc Sidewalk	32 13 20	SF	19,704			
21	3211.0502 8" Lime Treatment	32 11 29	SY	9,066			
22	3211.0401 Commercial Lime Slurry	32 11 29	TN	218			
23	3291.0100 Topsoil (6")	32 91 19	CY	867			
24	3217.0003 4" BRK Pvmt Marking HAS (W)	32 17 23	LF	450			
25	3217.0501 24" SLD Pvmt Marking HAE (W)	33 17 23	LF	331			
26	3217.0201 8" SLD Pvmt Marking HAS (W)	32 17 23	LF	511			
27	3217.2104 REFL Raised Marker TY II-C-R	32 17 23	EA	44			
28	3217.1002 Lane Legend Arrow	32 17 23	EA	4			
29	3217.1004 Lane Legend Only	32 17 23	EA	3			
30	9999.0000 Pedestrian Guardrail	TxDOT 450	LF	160			
31	3123.0101 Unclassified Excavation by Plan	31 23 16	CY	1,822			
32	0170.0100 Mobilization	01 70 00	LS	1			
33	3213.0506 Barrier Free Ramp, Type P-1	32 13 20	EA	2			
34	3213.0508 Barrier Free Ramp, Type C-1	32 13 20	EA	1			
35	3213.0502 Barrier Free Ramp, Type U-1	32 13 20	EA	1			
36	3441.4001 Furnish/Install Alum Sign Mast Arm Mount	34 41 30	EA	3			
37	0135.0101 Railroad Coordination	01 35 13	LS	1			
38	0135.0102 Railroad Flagmen	01 35 13	WD				
39	3292.0100 Block Sod Placement	32 92 13	SY	5203			
40	3292.0100 Block Sod Placement (Channel)	32 92 13	SY	6393			
41	3232.0100 Conc Ret Wall Adjacent to Sidewalk	3232.01	SF	475			
42							
43	TOTAL UNIT V: PUBLIC PAVING IMPROVEMENTS						

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal		
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value	
TOTAL UNIT VI: PRIVATE STREET LIGHTING IMPROVEMENTS							
1	3441.3201 LED Lighting Fixture	34 41 20	EA	12			
2	3441.3302 Rdwy Illum Foundation TY 3,5,6, and 8	34 41 20	EA	6			
4	3441.3352 Furnish/Install Rdway Illum TY 18 Pole	34 41 2	EA	6			
5	3441.1501 Ground Box Type B	34 41 10	EA	1			
6	2605.3015 2" CONDT PVC SCH 80 (T)	26 05 33	LF	1320			
7	3441.3404 2-2-2-4 Quadplex Alum Elec Conductor	34 41 20	LF	1320			
8	3441.1503 Ground Box Type D, w/Apron	34 41 10	EA	2			
9	2605.3025 3" CONDT PVC SCH 80 (T)	26 05 33	LF	240			
10	3441.1413 NO 6 Bare Elec Condr SLD	34 41 10	LF	240			
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45	TOTAL UNIT VI: PRIVATE STREET LIGHT IMPROVEMENTS						

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
TOTAL UNIT VII: PUBLIC STREET LIGHTING IMPROVEMENTS						
1	3441.3201 LED Lighting Fixture	34 41 20	EA	16		
2	3441.3302 Rdwy Illum Foundation TY 3,5,6, and 8	34 41 20	EA	8		
3	3441.3312 Contact Enclosure, Pad Mount	34 41 20	EA	1		
4	3441.3352 Furnish/Install Rdway Illum TY 18 Pole	34 41 2	EA	8		
5	2605.3015 2" CONDT PVC SCH 80 (T)	26 05 33	LF	1980		
6	3441.3404 2-2-2-4 Quadplex Alum Elec Conductor	34 41 20	LF	1980		
7	3441.1503 Ground Box Type D, w/Apron	34 41 10	EA	2		
8	2605.3025 3" CONDT PVC SCH 80 (T)	26 05 33	LF	360		
9	3441.1413 NO 6 Bare Elec Condr SLD	34 41 10	LF	360		
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TOTAL UNIT VII: PUBLIC STREET LIGHT IMPROVEMENTS						

SECTION 00 42 43
Developer Awarded Projects - PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value

Bid Summary

UNIT I: PRIVATE WATER IMPROVEMENTS UNIT II: PRIVATE SANITARY SEWER IMPROVEMENTS UNIT III: DRAINAGE IMPROVEMENTS UNIT IV: PRIVATE PAVING IMPROVEMENTS UNIT V: PUBLIC PAVING IMPROVEMENTS UNIT VI: PRIVATE STREET LIGHTING IMPROVEMENTS UNIT VII: PUBLIC STREET LIGHTING IMPROVEMENTS	
Total Construction Bid	
Total Private Bid	
Total Public Bid	

Contractor agrees to complete WORK for FINAL ACCEPTANCE within calendar
CONTRACT commences to run as provided in the General Conditions.

END OF SECTION

- (2) To be satisfactory, the financial statements must be audited or reviewed by an independent, certified public accounting firm registered and in good standing in any state. Current Texas statutes also require that accounting firms performing audits or reviews on business entities within the State of Texas be properly licensed or registered with the Texas State Board of Public Accountancy.
- (3) The accounting firm should state in the audit report or review whether the contractor is an individual, corporation, or limited liability company.
- (4) Financial Statements must be presented in U.S. dollars at the current rate of exchange of the Balance Sheet date.
- (5) The City will not recognize any certified public accountant as independent who is not, in fact, independent.
- (6) The accountant's opinion on the financial statements of the contracting company should state that the audit or review has been conducted in accordance with auditing standards generally accepted in the United States of America. This must be stated in the accounting firm's opinion. It should: (1) express an unqualified opinion, or (2) express a qualified opinion on the statements taken as a whole.
- (7) The City reserves the right to require a new statement at any time.
- (8) The financial statement must be prepared as of the last day of any month, not more than one year old and must be on file with the City 16 months thereafter, in accordance with Paragraph 1.
- (9) The City will determine a contractor's bidding capacity for the purposes of awarding contracts. Bidding capacity is determined by multiplying the positive net working capital (working capital = current assets – current liabilities) by a factor of 10. Only those statements reflecting a positive net working capital position will be considered satisfactory for prequalification purposes.
- (10) In the case that a bidding date falls within the time a new financial statement is being prepared, the previous statement shall be updated with proper verification.

b. *Bidder Prequalification Application.* A Bidder Prequalification Application must be submitted along with audited or reviewed financial statements by firms wishing to be eligible to bid on all classes of construction and maintenance projects. Incomplete Applications will be rejected.

- (1) In those schedules where there is nothing to report, the notation of "None" or "N/A" should be inserted.
- (2) A minimum of five (5) references of related work must be provided.
- (3) Submission of an equipment schedule which indicates equipment under the control of the Contractor and which is related to the type of work for which the Contractor is seeking prequalification. The schedule must include the manufacturer, model and general common description of each piece of equipment. Abbreviations or means of describing equipment other than provided above will not be accepted.

3. Eligibility to Bid

- a. The City shall be the sole judge as to a contractor's prequalification.
- b. The City may reject, suspend, or modify any prequalification for failure by the contractor to demonstrate acceptable financial ability or performance.
- c. The City will issue a letter as to the status of the prequalification approval.

- 1 d. If a contractor has a valid prequalification letter, the contractor will be eligible to bid
2 the prequalified work types until the expiration date stated in the letter.
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8 **END OF SECTION**
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SECTION 00 45 12
DAP – PREQUALIFICATION STATEMENT

Each Bidder is required to complete the information below by identifying the prequalified contractors and/or subcontractors whom they intend to utilize for the major work type(s) listed. In the “Major Work Type” box provide the complete major work type and actual description as provided by the Water Department for water and sewer and TPW for paving.

Major Work Type	Contractor/Subcontractor Company Name	Prequalification Expiration Date

The undersigned hereby certifies that the contractors and/or subcontractors described in the table above are currently prequalified for the work types listed.

BIDDER:

Company Name: _____
 Address: _____

BY: _____

TITLE: _____
 DATE: _____

END OF SECTION

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SECTION 00 45 26

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on City Project No. 101902 Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

_____ By: _____

Company (Please Print)

_____ Signature: _____

Address

_____ Title: _____

City/State/Zip (Please Print)

THE STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

Notary Public in and for the State of Texas

END OF SECTION

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SECTION 00 52 43

AGREEMENT

THIS AGREEMENT, authorized on _____ is made by and between the Developer, (Insert Full Legal Name of Developer), authorized to do business in Texas (“Developer”) , and _____, authorized to do business in Texas, acting by and through its duly authorized representative, (“Contractor”).

Developer and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

Article 2. PROJECT

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Oak Grove Road Improvements

City Project No. 101902

Article 3. CONTRACT TIME

3.1 Time is of the essence.

All time limits for Milestones, if any, and Final Acceptance as stated in the Contract Documents are of the essence to this Contract.

3.2 Final Acceptance.

The Work will be complete for Final Acceptance within ____ working days after the date when the Contract Time commences to run as provided in Paragraph 12.04 of the Standard City Conditions of the Construction Contract for Developer Awarded Projects.

3.3 Liquidated damages

Contractor recognizes that time is of the essence of this Agreement and that Developer will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 10 of the Standard City Conditions of the Construction Contract for Developer Awarded

30 Projects. The Contractor also recognizes the delays, expense and difficulties involved in
 31 proving in a legal proceeding the actual loss suffered by the Developer if the Work is not
 32 completed on time. Accordingly, instead of requiring any such proof, Contractor agrees
 33 that as liquidated damages for delay (but not as a penalty), Contractor shall pay
 34 Developer Five Hundred Dollars (\$500) for each day that expires after the time
 35 specified in Paragraph 3.2 for Final Acceptance until the City issues the Final Letter of
 36 Acceptance.

37 **Article 4. CONTRACT PRICE**

38 Developer agrees to pay Contractor for performance of the Work in accordance with the
 39 Contract Documents an amount in current funds of
 40 _____ Dollars (\$_____).

41 **Article 5. CONTRACT DOCUMENTS**

42 5.1 CONTENTS:

43 A. The Contract Documents which comprise the entire agreement between Developer
 44 and Contractor concerning the Work consist of the following:

- 45 1. This Agreement.
- 46 2. Attachments to this Agreement:
 - 47 a. Bid Form (As provided by Developer)
 - 48 1) Proposal Form (DAP Version)
 - 49 2) Prequalification Statement
 - 50 3) State and Federal documents (*project specific*)
 - 51 b. Insurance ACORD Form(s)
 - 52 c. Payment Bond (DAP Version)
 - 53 d. Performance Bond (DAP Version)
 - 54 e. Maintenance Bond (DAP Version)
 - 55 f. Power of Attorney for the Bonds
 - 56 g. Worker's Compensation Affidavit
 - 57 h. MBE and/or SBE Commitment Form (If required)

- 58 3. Standard City General Conditions of the Construction Contract for Developer
59 Awarded Projects.
- 60 4. Supplementary Conditions.
- 61 5. Specifications specifically made a part of the Contract Documents by attachment
62 or, if not attached, as incorporated by reference and described in the Table of
63 Contents of the Project’s Contract Documents.
- 64 6. Drawings.
- 65 7. Addenda.
- 66 8. Documentation submitted by Contractor prior to Notice of Award.
- 67 9. The following which may be delivered or issued after the Effective Date of the
68 Agreement and, if issued, become an incorporated part of the Contract
69 Documents:
- 70 a. Notice to Proceed.
- 71 b. Field Orders.
- 72 c. Change Orders.
- 73 d. Letter of Final Acceptance.
- 74
- 75

76 **Article 6. INDEMNIFICATION**

77 **6.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own**
78 **expense, the city, its officers, servants and employees, from and against any and all**
79 **claims arising out of, or alleged to arise out of, the work and services to be performed by**
80 **the contractor, its officers, agents, employees, subcontractors, licenses or invitees under**
81 **this contract. This indemnification provision is specifically intended to operate and be**
82 **effective even if it is alleged or proven that all or some of the damages being sought**
83 **were caused, in whole or in part, by any act, omission or negligence of the city. This**
84 **indemnity provision is intended to include, without limitation, indemnity for costs,**
85 **expenses and legal fees incurred by the city in defending against such claims and causes**
86 **of actions.**

87

88 **6.2 Contractor covenants and agrees to indemnify and hold harmless, at its own expense,**
89 **the city, its officers, servants and employees, from and against any and all loss, damage**
90 **or destruction of property of the city, arising out of, or alleged to arise out of, the work**
91 **and services to be performed by the contractor, its officers, agents, employees,**
92 **subcontractors, licensees or invitees under this contract. This indemnification provision**
93 **is specifically intended to operate and be effective even if it is alleged or proven that all**
94 **or some of the damages being sought were caused, in whole or in part, by any act,**
95 **omission or negligence of the city.**

96

97 **Article 7. MISCELLANEOUS**

98 **7.1 Terms.**

99 Terms used in this Agreement are defined in Article 1 of the Standard City Conditions of
100 the Construction Contract for Developer Awarded Projects.

101 **7.2 Assignment of Contract.**

102 This Agreement, including all of the Contract Documents may not be assigned by the
103 Contractor without the advanced express written consent of the Developer.

104 **7.3 Successors and Assigns.**

105 Developer and Contractor each binds itself, its partners, successors, assigns and legal
106 representatives to the other party hereto, in respect to all covenants, agreements and
107 obligations contained in the Contract Documents.

108 7.4 Severability.

109 Any provision or part of the Contract Documents held to be unconstitutional, void or
110 unenforceable by a court of competent jurisdiction shall be deemed stricken, and all
111 remaining provisions shall continue to be valid and binding upon DEVELOPER and
112 CONTRACTOR.

113 7.5 Governing Law and Venue.

114 This Agreement, including all of the Contract Documents is performable in the State of
115 Texas. Venue shall be Tarrant County, Texas, or the United States District Court for the
116 Northern District of Texas, Fort Worth Division.

117

118 7.6 Authority to Sign.

119 Contractor shall attach evidence of authority to sign Agreement, if other than duly
120 authorized signatory of the Contractor.

121

122 IN WITNESS WHEREOF, Developer and Contractor have executed this Agreement in multiple
123 counterparts.

124

125 This Agreement is effective as of the last date signed by the Parties ("Effective Date").

126

Contractor:

Developer:

By:

By:

(Signature)

(Signature)

_____	_____
(Printed Name)	(Printed Name)
Title:	Title:
_____	_____
Company Name:	Company name:
Address:	Address:
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SECTION 00 61 25
CERTIFICATE OF INSURANCE

[Assembler: For Contract Document execution, remove this page and replace with standard ACORD Certificate of Insurance form.]

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SECTION 00 62 13
PERFORMANCE BOND

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF TARRANT §

That we, _____, known as
"Principal" herein and _____, a corporate
surety(sureties, if more than one) duly authorized to do business in the State of Texas, known as
"Surety" herein (whether one or more), are held and firmly bound unto the Developer, Rob
Riner GP, LLC, authorized to do business in Texas ("Developer") and the City of Fort Worth, a
Texas municipal corporation ("City"), in the penal sum of,
_____ Dollars (\$ _____),
lawful money of the United States, to be paid in Fort Worth, Tarrant County, Texas for the
payment of which sum well and truly to be made jointly unto the Developer and the City as dual
obligees, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Developer and City have entered into an Agreement for the construction of
community facilities in the City of Fort Worth by and through a Community Facilities Agreement,
CFA Number _____ and

WHEREAS, the Principal has entered into a certain written contract with the Developer awarded
the ____ day of _____, 20____, which Contract is hereby referred to and made a
part hereof for all purposes as if fully set forth herein, to furnish all materials, equipment labor
and other accessories defined by law, in the prosecution of the Work, including any Change
Orders, as provided for in said Contract designated as *Oak Grove Road Improvements*.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall
faithfully perform it obligations under the Contract and shall in all respects duly and faithfully
perform the Work, including Change Orders, under the Contract, according to the plans,
specifications, and contract documents therein referred to, and as well during any period of

1 extension of the Contract that may be granted on the part of the Developer and/or City, then
2 this obligation shall be and become null and void, otherwise to remain in full force and effect.

3 **PROVIDED FURTHER**, that if any legal action be filed on this Bond, venue shall lie in
4 Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort
5 Worth Division.

6 This bond is made and executed in compliance with the provisions of Chapter 2253 of
7 the Texas Government Code, as amended, and all liabilities on this bond shall be determined in
8 accordance with the provisions of said statute.

9 **IN WITNESS WHEREOF**, the Principal and the Surety have SIGNED and SEALED this
10 instrument by duly authorized agents and officers on this the _____ day of _____
11 _____, 20____.

12 PRINCIPAL:

13 _____
14 _____
15 _____
16 _____

17
18 BY:

19 _____

20 Signature

21 ATTEST:

22
23 _____

24 _____

25 (Principal) Secretary

26 Name and Title

27 Address:

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Witness as to Principal

SURETY:

BY:

Signature

Name and Title

Address:

Witness as to Surety

Telephone

Number:

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3 *Note: If signed by an officer of the Surety Company, there must be on file a certified extract
4 from the by-laws showing that this person has authority to sign such obligation. If
5 Surety's physical address is different from its mailing address, both must be provided.

6

7 The date of the bond shall not be prior to the date the Contract is awarded.

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SECTION 00 61 14
PAYMENT BOND

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF TARRANT §

That we, _____, known as
“Principal” herein, and _____, a
corporate surety (sureties), duly authorized to do business in the State of Texas, known as
“Surety” herein (whether one or more), are held and firmly bound unto the City of Fort Worth, a
municipal corporation created pursuant to the laws of the State of Texas, known as “City”
herein, in the penal sum of _____ Dollars
(\$_____), lawful money of the United States, to be paid in Fort Worth,
Tarrant County, Texas, for the payment of which sum well and truly be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents:

WHEREAS, Principal has entered into a certain written Contract with City, awarded the
____day of _____, 20____, which Contract is hereby referred to and
made a part hereof for all purposes as if fully set forth herein, to furnish all materials,
equipment, labor and other accessories as defined by law, in the prosecution of the Work as
provided for in said Contract and designated as *Oak Grove Road Improvements, City Project*
No.101902

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall
pay all monies owing to any (and all) payment bond beneficiary (as defined in Chapter 2253 of
the Texas Government Code, as amended) in the prosecution of the Work under the Contract,
then this obligation shall be and become null and void; otherwise to remain in full force and
effect.

1 This bond is made and executed in compliance with the provisions of Chapter 2253 of
2 the Texas Government Code, as amended, and all liabilities on this bond shall be determined in
3 accordance with the provisions of said statute.
4

1 **IN WITNESS WHEREOF**, the Principal and Surety have each SIGNED and SEALED this
 2 instrument by duly authorized agents and officers on this the _____ day of
 3 _____, 20____.
 4

PRINCIPAL:

ATTEST:

BY: _____

Signature

(Principal) Secretary

Name and Title

Address: _____

Witness as to Principal

SURETY:

ATTEST:

BY: _____

Signature

(Surety) Secretary

Name and Title

Address: _____

Witness as to Surety

Telephone Number: _____

1

2 Note: If signed by an officer of the Surety, there must be on file a certified extract from the
3 bylaws showing that this person has authority to sign such obligation. If Surety's physical
4 address is different from its mailing address, both must be provided.

5

6 The date of the bond shall not be prior to the date the Contract is awarded.

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END OF SECTION

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SECTION 00 62 19
MAINTENANCE BOND

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF TARRANT §

8 That we _____, known as
9 “Principal” herein and _____, a corporate surety
10 (sureties, if more than one) duly authorized to do business in the State of Texas, known as
11 “Surety” herein (whether one or more), are held and firmly bound unto the Developer, Rob
12 Riner GP, LLC, authorized to do business in Texas (“Developer”) and the City of Fort Worth, a
13 Texas municipal corporation (“City”), in the sum
14 of _____ Dollars (\$ _____),
15 lawful money of the United States, to be paid in Fort Worth, Tarrant County, Texas, for payment
16 of which sum well and truly be made jointly unto the Developer and the City as dual obligees
17 and their successors, we bind ourselves, our heirs, executors, administrators, successors and
18 assigns, jointly and severally, firmly by these presents.

19

20 **WHEREAS**, Developer and City have entered into an Agreement for the construction of
21 community facilities in the City of Fort Worth by and through a Community Facilities Agreement,
22 CFA Number CFA18-0187 and

23 **WHEREAS**, the Principal has entered into a certain written contract with the Developer
24 awarded the _____ day of _____, 20____, which Contract is
25 hereby referred to and a made part hereof for all purposes as if fully set forth herein, to furnish
26 all materials, equipment labor and other accessories as defined by law, in the prosecution of the
27 Work, including any Work resulting from a duly authorized Change Order (collectively herein,
28 the “Work”) as provided for in said Contract and designated as *Oak Grove Road Improvements*
29 and

1

2 **WHEREAS**, Principal binds itself to use such materials and to so construct the Work in
3 accordance with the plans, specifications and Contract Documents that the Work is and will
4 remain free from defects in materials or workmanship for and during the period of **two (2) years**
5 after the date of Final Acceptance of the Work by the City (“Maintenance Period”); and

6

7 **WHEREAS**, Principal binds itself to repair or reconstruct the Work in whole or in part upon
8 receiving notice from the Developer and/or City of the need thereof at any time within the
9 Maintenance Period.

10

11 **NOW THEREFORE**, the condition of this obligation is such that if Principal shall remedy
12 any defective Work, for which timely notice was provided by Developer or City, to a completion
13 satisfactory to the City, then this obligation shall become null and void; otherwise to remain in
14 full force and effect.

15

16 **PROVIDED, HOWEVER**, if Principal shall fail so to repair or reconstruct any timely
17 noticed defective Work, it is agreed that the Developer or City may cause any and all such
18 defective Work to be repaired and/or reconstructed with all associated costs thereof being
19 borne by the Principal and the Surety under this Maintenance Bond; and

20

21 **PROVIDED FURTHER**, that if any legal action be filed on this Bond, venue shall lie in
22 Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort
23 Worth Division; and

24

25 **PROVIDED FURTHER**, that this obligation shall be continuous in nature and successive
26 recoveries may be had hereon for successive breaches.

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1 **IN WITNESS WHEREOF**, the Principal and the Surety have each SIGNED and SEALED this
2 instrument by duly authorized agents and officers on this the _____ day of _____
3 _____, 20____.

4

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PRINCIPAL:

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BY:

12

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Signature

14

ATTEST:

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17

18

(Principal) Secretary

Name and Title

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Address:

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Witness as to Principal

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SURETY:

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BY:

Signature

Name and Title

ATTEST:

Address:

(Surety) Secretary

Witness as to Surety

Telephone

Number:

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If Surety's physical address is different from its mailing address, both must be provided.

The date of the bond shall not be prior to the date the Contract is awarded.

**STANDARD CITY CONDITIONS
OF THE CONSTRUCTION CONTRACT
FOR DEVELOPER AWARDED PROJECTS**

STANDARD CITY CONDITIONS OF THE CONSTRUCTION CONTRACT FOR DEVELOPER AWARDED PROJECTS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in these General Conditions or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof, and words denoting gender shall include the masculine, feminine and neuter. Said terms are generally capitalized or written in italics, but not always. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Agreement* - The written instrument which is evidence of the agreement between Developer and Contractor covering the Work
 2. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 3. *Business Day* – A business day is defined as a day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.
 4. *Buzzsaw* – City’s on-line, electronic document management and collaboration system.
 5. *Calendar Day* – A day consisting of 24 hours measured from midnight to the next midnight.
 6. *City*— *The City of Fort Worth, Texas, a Texas home-rule municipal corporation, acting by, its governing body through its City Manager, his designee, or agents authorized pursuant to its duly authorized charter on his behalf.*
 7. *Community Facilities Agreement (CFA)* —*A Contract between the Developer and the City for the Construction of one or more following public facilities within the City public right-of-way or easement: Water, Sanitary Sewer, Street, Storm Drain, Street Light, and Street Signs. A CFA may include private facilities within the right-of-way dedicated as private right-of-way or easement on a recorded plat.*
 8. *Contract*—*The entire and integrated written document incorporating the Contract Documents between the Developer, Contractor, and/or City concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.*
 9. *Contract Documents*—*Those items that make up the contract and which must include the Agreement, and it’s attachments such as standard construction specifications, standard City Conditions, other general conditions of the Developer, including:*
 - a. An Agreement

- b. Attachments to the Agreement
 - i. Bid Form
 - ii. Vendor Compliance with State Law Non-Resident Bidder
 - iii. Prequalification Statement
 - c. Current Prevailing Wage Rates Table (if required by City)
 - d. Insurance Accord Form
 - e. Payment Bond
 - f. Performance Bond
 - g. Maintenance Bond
 - h. Power of Attorney for Bonds
 - i. Workers Compensation Affidavit
 - j. MWBE Commitment Form(If required by City)
 - k. General Conditions
 - l. Supplementary Conditions
 - m. The Standard City Conditions
 - n. Specifications specifically made part of the Contract Documents by attachment, if not attached, as incorporated by reference and described in the Table of Contents of the Project's Contract Documents
 - o. Drawings
 - p. Documentation submitted by contractor prior to Notice of Award.
 - q. The following which may be delivered or issued after the effective date if the Agreement and, if issued become an incorporated part of the Contract Documents
 - i. Notice to Proceed
 - ii. Field Orders
 - iii. Change Orders
 - iv. Letters of Final Acceptance
 - r. Approved Submittals, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor—The individual or entity with whom Developer has entered into the Agreement.*
11. *Day or day – A day, unless otherwise defined, shall mean a Calendar Day.*
12. *Developer – An individual or entity that desires to make certain improvements within the City of Fort Worth*
13. *Drawings—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Submittals are not Drawings as so defined.*
14. *Engineer—The licensed professional engineer or engineering firm registered in the State of Texas performing professional services for the Developer.*
15. *Final Acceptance – The written notice given by the City to the Developer and/or Contractor that the Work specified in the Contract Documents has been completed to the satisfaction of the City.*

16. *Final Inspection* – *Inspection carried out by the City to verify that the Contractor has completed the Work, and each and every part or appurtenance thereof, fully, entirely, and in conformance with the Contract Documents.*
17. *General Requirements*—*A part of the Contract Documents between the Developer and a Contractor.*
18. *Laws and Regulations*—*Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.*
19. *Liens*—*Charges, security interests, or encumbrances upon Project funds, real property, or personal property.*
20. *Milestone*—*A principal event specified in the Contract Documents relating to an intermediate Contract Time prior to Final Acceptance of the Work.*
21. *Non-Participating Change Order*—*A document, which is prepared for and reviewed by the City, which is signed by Contractor, and Developer, and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.*
22. *Participating Change Order*—*A document, which is prepared for and approved by the City, which is signed by Contractor, Developer, and City and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.*
23. *Plans* – *See definition of Drawings.*
24. *Project Schedule*—*A schedule, prepared and maintained by Contractor, in accordance with the General Requirements, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Time.*
25. *Project*—*The Work to be performed under the Contract Documents.*
26. *Project Representative*—*The authorized representative of the City who will be assigned to the Site.*
27. *Public Meeting* – *An announced meeting conducted by the Developer to facilitate public participation and to assist the public in gaining an informed view of the Project.*
28. *Regular Working Hours* – *Hours beginning at 7:00 a.m. and ending at 6:00 p.m., Monday thru Friday (excluding legal holidays).*
29. *Samples*—*Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.*

30. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
31. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City or Developer upon which the Work is to be performed, including rights-of-way, permits, and easements for access thereto, and such other lands furnished by City or Developer which are designated for the use of Contractor.
32. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. Specifications may be specifically made a part of the Contract Documents by attachment or, if not attached, may be incorporated by reference as indicated in the Table of Contents (Division 00 00 00) of each Project.
33. *Standard City Conditions* – That part of the Contract Documents setting forth requirements of the City.
34. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
35. *Submittals*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
36. *Superintendent* – The representative of the Contractor who is available at all times and able to receive instructions from the City and/or Developer and to act for the Contractor.
37. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements the General Conditions.
38. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
39. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to, those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
40. *Weekend Working Hours* – Hours beginning at 9:00 a.m. and ending at 5:00 p.m., Saturday, Sunday or legal holiday, as approved in advance by the City.

41. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction including any Participating Change Order, Non-Participating Change Order, or Field Order, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
42. *Working Day* – A working day is defined as a day, not including Saturdays, Sundays, or legal holidays authorized by the City for contract purposes, in which weather or other conditions not under the control of the Contractor will permit the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7 a.m. and 6 p.m.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through D are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Defective*:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to City’s written acceptance.
- C. *Furnish, Install, Perform, Provide*:
1. The word “Furnish” or the word “Install” or the word “Perform” or the word “Provide” or the word “Supply,” or any combination or similar directive or usage thereof, shall mean furnishing and incorporating in the Work including all necessary labor, materials, equipment, and everything necessary to perform the Work indicated, unless specifically limited in the context used.
- D. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Before Starting Construction

Baseline Schedules: Submit to City in accordance with the Contract Documents, and prior to starting the Work. New schedules will be submitted to City when Participating Change Orders or Non-Participating Change Orders occur.

2.02 Preconstruction Conference

Before any Work at the Site is started, the Contractor shall attend a Preconstruction Conference as specified in the Contract Documents.

2.03 Public Meeting

Contractor may not mobilize any equipment, materials or resources to the Site prior to Contractor attending the Public Meeting as scheduled by the City.

ARTICLE 3 – CONTRACT DOCUMENTS AND AMENDING

3.01 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision or instruction shall be effective to assign to City, or any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.02 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Participating Change Order or a Non-Participating Change Order.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving a change in Contract Price or Contract Time, may be authorized, by one or more of the following ways:
 1. A Field Order;

1. City's or Engineer's review of a Submittal (subject to the provisions of Paragraph 5.16.C); or
2. City's written interpretation or clarification.

ARTICLE 4 – BONDS AND INSURANCE

4.01 Licensed Sureties and Insurers

All bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided Section 4.04.

4.02 Performance, Payment, and Maintenance Bonds

- A. Contractor shall furnish performance and payment bonds in the name of Developer and City, in accordance with Texas Government Code Chapter 2253 or successor statute, each in an amount equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents.
- B. Contractor shall furnish maintenance bonds in the name of Developer and City in an amount equal to the Contract Price as security to protect the City against any defects in any portion of the Work described in the Contract Documents. Maintenance bonds shall remain in effect for two (2) years after the date of Final Acceptance by the City.
- C. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a sealed and dated power of attorney which shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- D. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of Paragraph 4.02.C, Contractor shall promptly notify City and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01 and 4.02.C.

4.03 Certificates of Insurance

Contractor shall deliver to Developer and City, with copies to each additional insured and loss payee identified in these Standard City Conditions certificates of insurance (and other evidence of insurance requested by City or any other additional insured) which Contractor is required to purchase and maintain.

1. The certificate of insurance shall document the City, an as “Additional Insured” on all liability policies.
2. The Contractor’s general liability insurance shall include a, “per project” or “per location”, endorsement, which shall be identified in the certificate of insurance provided to the City.
3. The certificate shall be signed by an agent authorized to bind coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide
4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers’ compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of City is required.
5. All applicable policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City. In addition, the Contractor agrees to waive all rights of subrogation against the Engineer (if applicable), and each additional insured identified in these Standard City Conditions. Failure of the City to demand such certificates or other evidence of full compliance with the insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such lines of insurance coverage.
6. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
7. Unless otherwise stated, all required insurance shall be written on the “occurrence basis”. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the effective date of the agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for three (3) years following Final Acceptance provided under the Contract Documents or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.
8. Policies shall have no exclusions by endorsements, which, neither nullify or amend, the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved in writing by the City. In the event a Contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the contractor/engineer to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
9. Any self-insured retention (SIR), in excess of \$25,000.00, affecting required insurance coverage shall be approved by the City in regards to asset value and stockholders' equity. In

lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by City.

10. Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be acceptable to and approved by the City.
11. City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City shall be required to provide prior notice of 90 days, and the insurance adjustments shall be incorporated into the Work by Change Order.
12. City shall be entitled, upon written request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of the Contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.
13. City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

4.04 *Contractor's Insurance*

- A. *Workers Compensation and Employers' Liability.* Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees.
 3. The limits of liability for the insurance shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations
 - a. Statutory limits
 - b. Employer's liability

- 1) \$100,000 each accident/occurrence
- 2) \$100,000 Disease - each employee
- 3) \$500,000 Disease - policy limit

B. **Commercial General Liability.** Coverage shall include but not be limited to covering liability (bodily injury or property damage) arising from: premises/operations, independent contractors, products/completed operations, personal injury, and liability under an insured contract. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. The Commercial General Liability policy, shall have no exclusions by endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained with the policy, unless the City approves such exclusions in writing.

1. For construction projects that present a substantial completed operation exposure, the City may require the contractor to maintain completed operations coverage for a minimum of no less than three (3) years following the completion of the project
2. Contractor's Liability Insurance under this Section which shall be on a per project basis covering the Contractor with minimum limits of:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 aggregate limit
3. The policy must have an endorsement (Amendment – Aggregate Limits of Insurance) making the General Aggregate Limits apply separately to each job site.
4. The Commercial General Liability Insurance policies shall provide “X”, “C”, and “U” coverage’s. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

C. **Automobile Liability.** A commercial business auto policy shall provide coverage on “any auto”, defined as autos owned, hired and non-owned and provide indemnity for claims for damages because bodily injury or death of any person and or property damage arising out of the work, maintenance or use of any motor vehicle by the Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

1. Automobile Liability, Contractor’s Liability Insurance under this Section, which shall be in an amount not less than the following amounts:
 - a. **Automobile Liability** - a commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

- 1) \$1,000,000 each accident on a combined single limit basis. Split limits are acceptable if limits are at least:
- 2) \$250,000 Bodily Injury per person
- 3) \$500,000 Bodily Injury per accident /
- 4) \$100,000 Property Damage

D. *Railroad Protective Liability*. If any of the work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the following requirements:

1. The Contractor's construction activities will require its employees, agents, subcontractors, equipment, and material deliveries to cross railroad properties and tracks owned and operated by: _____
Write the name of the railroad company. (If none, then write none)
2. The Contractor shall conduct its operations on railroad properties in such a manner as not to interfere with, hinder, or obstruct the railroad company in any manner whatsoever in the use or operation of its/their trains or other property. Such operations on railroad properties may require that Contractor to execute a "Right of Entry Agreement" with the particular railroad company or companies involved, and to this end the Contractor should satisfy itself as to the requirements of each railroad company and be prepared to execute the right-of-entry (if any) required by a railroad company. The requirements specified herein likewise relate to the Contractor's use of private and/or construction access roads crossing said railroad company's properties.
3. The Contractual Liability coverage required by Paragraph 5.04D of the General Conditions shall provide coverage for not less than the following amounts, issued by companies satisfactory to the City and to the Railroad Company for a term that continues for so long as the Contractor's operations and work cross, occupy, or touch railroad property:
 - a. General Aggregate: _____
Enter limits provided by Railroad Company (If none, write none)
 - b. Each Occurrence: : _____
Enter limits provided by Railroad Company (If none, write none)
4. With respect to the above outlined insurance requirements, the following shall govern:
 - a. Where a single railroad company is involved, the Contractor shall provide one insurance policy in the name of the railroad company. However, if more than one grade separation or at-grade crossing is affected by the Project at entirely separate locations on the line or lines of the same railroad company, separate coverage may be required, each in the amount stated above.
 - b. Where more than one railroad company is operating on the same right-of-way or where several railroad companies are involved and operated on their own separate rights-of-

way, the Contractor may be required to provide separate insurance policies in the name of each railroad company.

- c. If, in addition to a grade separation or an at-grade crossing, other work or activity is proposed on a railroad company's right-of-way at a location entirely separate from the grade separation or at-grade crossing, insurance coverage for this work must be included in the policy covering the grade separation.
 - d. If no grade separation is involved but other work is proposed on a railroad company's right-of-way, all such other work may be covered in a single policy for that railroad, even though the work may be at two or more separate locations.
5. No work or activities on a railroad company's property to be performed by the Contractor shall be commenced until the Contractor has furnished the City with an original policy or policies of the insurance for each railroad company named, as required above. All such insurance must be approved by the City and each affected Railroad Company prior to the Contractor's beginning work.
 6. The insurance specified above must be carried until all Work to be performed on the railroad right-of-way has been completed and the grade crossing, if any, is no longer used by the Contractor. In addition, insurance must be carried during all maintenance and/or repair work performed in the railroad right-of-way. Such insurance must name the railroad company as the insured, together with any tenant or lessee of the railroad company operating over tracks involved in the Project.
- E. *Notification of Policy Cancellation:* Contractor shall immediately notify City upon cancellation or other loss of insurance coverage. Contractor shall stop work until replacement insurance has been procured. There shall be no time credit for days not worked pursuant to this section.

4.05 *Acceptance of Bonds and Insurance; Option to Replace*

If City has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the Developer and City shall so notify the Contractor in writing within 10 Business Days after receipt of the certificates (or other evidence requested). Contractor shall provide to the City such additional information in respect of insurance provided as the Developer or City may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, the Developer or City shall notify the Contractor in writing of such failure prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

ARTICLE 5 – CONTRACTOR'S RESPONSIBILITIES

5.01 *Supervision and Superintendent*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the

Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

- B. At all times during the progress of the Work, Contractor shall assign a competent, English-speaking, Superintendent who shall not be replaced without written notice to City. The Superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communication given to or received from the Superintendent shall be binding on Contractor.
- C. Contractor shall notify the City 24 hours prior to moving areas during the sequence of construction.

5.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during Regular Working Hours. Contractor will not permit the performance of Work beyond Regular Working Hours or for Weekend Working Hours without City's written consent (which will not be unreasonably withheld). Written request (by letter or electronic communication) to perform Work:
 - 1. for beyond Regular Working Hours request must be made by noon at least two (2) Business Days prior
 - 2. for Weekend Working Hours request must be made by noon of the preceding Thursday
 - 3. for legal holidays request must be made by noon two Business Days prior to the legal holiday.

5.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, Contractor required testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of City. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment to be incorporated into the Work shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

5.04 *Project Schedule*

- A. Contractor shall adhere to the Project Schedule established in accordance with Paragraph 2.01 and the General Requirements as it may be adjusted from time to time as provided below.
1. Contractor shall submit to City for acceptance (to the extent indicated in Paragraph 2.01 and the General Requirements) proposed adjustments in the Project Schedule.
 2. Proposed adjustments in the Project Schedule that will change the Contract Time shall be submitted in accordance with the requirements of Article 9. Adjustments in Contract Time for projects with City participation shall be made by participating change orders.

5.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment of other Suppliers may be submitted to City for review under the circumstances described below.
1. "*Or-Equal*" Items: If in City's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or-equal" item, in which case review and approval of the proposed item may, in City's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 5.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. City determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service; and
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the City or increase in Contract Time; and

- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in City's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 5.05.A.1, it may be submitted as a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by City from anyone other than Contractor.
- c. Contractor shall make written application to City for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall comply with Section 01 25 00 and:
 - 1) shall certify that the proposed substitute item will:
 - i. perform adequately the functions and achieve the results called for by the general design;
 - ii. be similar in substance to that specified;
 - iii. be suited to the same use as that specified; and
 - 2) will state:
 - i. the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of final completion on time;
 - ii. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item;
 - iii. whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty; and
 - 3) will identify:
 - i. all variations of the proposed substitute item from that specified;
 - ii. available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and Damage Claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by City. Contractor shall submit sufficient information to allow City, in City's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. Contractor shall make written application to City for review in the same manner as those provided in Paragraph 5.05.A.2.
- C. *City's Evaluation:* City will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 5.05.A and 5.05.B. City may require Contractor to furnish additional data about the proposed substitute. City will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until City's review is complete, which will be evidenced by a Change Order in the case of a substitute and an accepted Submittal for an "or-equal." City will advise Contractor in writing of its determination.
- D. *Special Guarantee:* City may require Contractor to furnish at Contractor's expense a special performance guarantee, warranty, or other surety with respect to any substitute. *Contractor shall indemnify and hold harmless City and anyone directly or indirectly employed by them from and against any and all claims, damages, losses and expenses (including attorneys fees) arising out of the use of substituted materials or equipment.*
- E. *City's Cost Reimbursement:* City will record City's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 5.05.A.2 and 5.05.B. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor may be required to reimburse City for evaluating each such proposed substitute. Contractor may also be required to reimburse City for the charges for making changes in the Contract Documents.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
- G. *Substitute Reimbursement:* Costs (savings or charges) attributable to acceptance of a substitute shall be incorporated to the Contract by Participating Change Order.

5.06 *Pre-Qualification of Bidders (Prime Contractors and Subcontractors)*

- A. The Contractor and any subcontractors are required to be prequalified for the work types requiring pre-qualification

5.07 *Concerning Subcontractors, Suppliers, and Others*

- A. *Minority and Women Owned Business Enterprise Compliance:*

- Required for this Contract.
(Check this box if there is any City Participation)
- Not Required for this Contract.

It is City policy to ensure the full and equitable participation by Minority and Women Business Enterprises (MWBE) in the procurement of goods and services on a contractual basis. If the Contract Documents provide for a MWBE goal, Contractor is required to comply with the intent of the City's MWBE Ordinance (as amended) by the following:

1. Contractor shall, upon request by City, provide complete and accurate information regarding actual work performed by a MWBE on the Contract and payment therefor.
 2. Contractor will not make additions, deletions, or substitutions of accepted MWBE without written consent of the City. Any unjustified change or deletion shall be a material breach of Contract and may result in debarment in accordance with the procedures outlined in the Ordinance.
 3. Contractor shall, upon request by City, allow an audit and/or examination of any books, records, or files in the possession of the Contractor that will substantiate the actual work performed by an MWBE. Material misrepresentation of any nature will be grounds for termination of the Contract. Any such misrepresentation may be grounds for disqualification of Contractor to bid on future contracts with the City for a period of not less than three years.
- B. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- C. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- D. All Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work shall communicate with City through Contractor.
- E. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of these Contract

Documents, Contractor shall provide City contract numbers and reference numbers to the Subcontractors and/or Suppliers.

5.08 *Wage Rates*

- Required for this Contract.
- Not Required for this Contract.

- A. *Duty to pay Prevailing Wage Rates.* The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Fort Worth to be the prevailing wage rates in accordance with Chapter 2258. Such prevailing wage rates are included in these Contract Documents.
- B. *Penalty for Violation.* A Contractor or any Subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code 2258.023.
- C. *Complaints of Violations and City Determination of Good Cause.* On receipt of information, including a complaint by a worker, concerning an alleged violation of 2258.023, Texas Government Code, by a Contractor or Subcontractor, the City shall make an initial determination, before the 31st day after the date the City receives the information, as to whether good cause exists to believe that the violation occurred. The City shall notify in writing the Contractor or Subcontractor and any affected worker of its initial determination. Upon the City's determination that there is good cause to believe the Contractor or Subcontractor has violated Chapter 2258, the City shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage rates, such amounts being subtracted from successive progress payments pending a final determination of the violation.
- D. *Arbitration Required if Violation Not Resolved.* An issue relating to an alleged violation of Section 2258.023, Texas Government Code, including a penalty owed to the City or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the Contractor or Subcontractor and any affected worker does not resolve the issue by agreement before the 15th day after the date the City makes its initial determination pursuant to Paragraph C above. If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required, a district court shall appoint an arbitrator on the petition of any of the persons. The City is not a party in the arbitration. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.
- E. *Records to be Maintained.* The Contractor and each Subcontractor shall, for a period of three (3) years following the date of acceptance of the work, maintain records that show (i) the name and

occupation of each worker employed by the Contractor in the construction of the Work provided for in this Contract; and (ii) the actual per diem wages paid to each worker. The records shall be open at all reasonable hours for inspection by the City. The provisions of Paragraph 6.23, Right to Audit, shall pertain to this inspection.

- F. *Progress Payments.* With each progress payment or payroll period, whichever is less, the Contractor shall submit an affidavit stating that the Contractor has complied with the requirements of Chapter 2258, Texas Government Code.
- G. *Posting of Wage Rates.* The Contractor shall post prevailing wage rates in a conspicuous place at all times.
- H. *Subcontractor Compliance.* The Contractor shall include in its subcontracts and/or shall otherwise require all of its Subcontractors to comply with Paragraphs A through G above.

5.09 *Patent Fees and Royalties*

- A. *To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless City, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.*

5.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the City shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.01.

5.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or

other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. At any time when, in the judgment of the City, the Contractor has obstructed or closed or is carrying on operations in a portion of a street, right-of-way, or easement greater than is necessary for proper execution of the Work, the City may require the Contractor to finish the section on which operations are in progress before work is commenced on any additional area of the Site.
 3. Should any Damage Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to resolve the Damage Claim.
 4. *Pursuant to Paragraph 5.18, Contractor shall indemnify and hold harmless City, from and against all claims, costs, losses, and damages arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against City.*
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Site Maintenance Cleaning:* 24 hours after written notice is given to the Contractor that the clean-up on the job site is proceeding in a manner unsatisfactory to the City or Developer, if the Contractor fails to correct the unsatisfactory procedure, the City may take such direct action as the City deems appropriate to correct the clean-up deficiencies cited to the Contractor in the written notice (by letter or electronic communication), and shall be entitled to recover its cost in doing so. The City may withhold Final Acceptance until clean-up is complete and cost are recovered.
- D. *Final Site Cleaning:* Prior to Final Acceptance of the Work Contractor shall clean the Site and the Work and make it ready for utilization by City or adjacent property owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition or better all property disturbed by the Work.
- E. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site or in a place designated by the Contractor and approved by the City, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved

Samples and a counterpart of all accepted Submittals will be available to City for reference. Upon completion of the Work, these record documents, any operation and maintenance manuals, and Submittals will be delivered to City prior to Final Inspection. Contractor shall include accurate locations for buried and imbedded items.

5.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of City's safety programs, if any.
- D. Contractor shall inform City of the specific requirements of Contractor's safety program, if any, with which City's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 5.13.A.2 or 5.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and City has accepted the Work.

5.14 *Safety Representative*

Contractor shall inform City in writing of Contractor's designated safety representative at the Site.

5.15 *Hazard Communication Programs*

Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers in accordance with Laws or Regulations.

5.16 *Submittals*

- A. Contractor shall submit required Submittals to City for review and acceptance. Each submittal will be identified as required by City.
1. Submit number of copies specified in the General Requirements.
 2. Data shown on the Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show City the services, materials, and equipment Contractor proposes to provide and to enable City to review the information for the limited purposes required by Paragraph 5.16.C.
 3. Submittals submitted as herein provided by Contractor and reviewed by City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by City.
 4. When Submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the Drawings and Specifications.
 5. For-Information-Only submittals upon which the City is not expected to conduct review or take responsive action may be so identified in the Contract Documents.
 6. Submit required number of Samples specified in the Specifications.
 7. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as City may require to enable City to review the submittal for the limited purposes required by Paragraph 5.16.C.
- B. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to City's review and acceptance of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *City's Review:*
1. City will provide timely review of required Submittals in accordance with the Schedule of Submittals acceptable to City. City's review and acceptance will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. City's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.
3. City's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 01 33 00 and City has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Submittal. City's review and acceptance shall not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

5.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by City;
 2. recommendation or payment by City or Developer of any progress or final payment;
 3. the issuance of a certificate of Final Acceptance by City or any payment related thereto by City;
 4. use or occupancy of the Work or any part thereof by City;
 5. any review and acceptance of a Submittal by City;
 6. any inspection, test, or approval by others; or

7. any correction of defective Work by City.

- D. The Contractor shall remedy any defects or damages in the Work and pay for any damage to other work or property resulting therefrom which shall appear within a period of two (2) years from the date of Final Acceptance of the Work unless a longer period is specified and shall furnish a good and sufficient maintenance bond, complying with the requirements of Article 4.02.B. The City will give notice of observed defects with reasonable promptness.

5.18 Indemnification

- A. Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, the City, its officers, servants and employees, from and against any and all claims arising out of, or alleged to arise out of, the work and services to be performed by the Contractor, its officers, agents, employees, subcontractors, licenses or invitees under this Contract. **THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY.** This indemnity provision is intended to include, without limitation, indemnity for costs, expenses and legal fees incurred by the City in defending against such claims and causes of actions.
- B. Contractor covenants and agrees to indemnify and hold harmless, at its own expense, the City, its officers, servants and employees, from and against any and all loss, damage or destruction of property of the City, arising out of, or alleged to arise out of, the work and services to be performed by the Contractor, its officers, agents, employees, subcontractors, licensees or invitees under this Contract. **THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY.**

5.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, City will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such professional. Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to City.

- C. City shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided City has specified to Contractor performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.19, City's review and acceptance of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. City's review and acceptance of Submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.16.C.

5.20 *Right to Audit:*

- A. The City reserves the right to audit all projects utilizing City funds
- B. The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during Regular Working Hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this Paragraph. The City shall give Contractor reasonable advance notice of intended audits.
- C. Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers, and records of such Subcontractor, involving transactions to the subcontract, and further, that City shall have access during Regular Working Hours to all Subcontractor facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this Paragraph. The City shall give Subcontractor reasonable advance notice of intended audits.
- D. Contractor and Subcontractor agree to photocopy such documents as may be requested by the City. The City agrees to reimburse Contractor for the cost of the copies as follows at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

5.21 *Nondiscrimination*

- A. The City is responsible for operating Public Transportation Programs and implementing transit-related projects, which are funded in part with Federal financial assistance awarded by the U.S. Department of Transportation and the Federal Transit Administration (FTA), without discriminating against any person in the United States on the basis of race, color, or national origin.
- B. *Title VI, Civil Rights Act of 1964 as amended:* Contractor shall comply with the requirements of the Act and the Regulations as further defined in the Supplementary Conditions for any project receiving Federal assistance.

ARTICLE 6 – OTHER WORK AT THE SITE

6.01 Related Work at Site

- A. City may perform other work related to the Project at the Site with City's employees, or other City contractors, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then written notice thereof will be given to Contractor prior to starting any such other work; and
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and City, if City is performing other work with City's employees or other City contractors, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of City and the others whose work will be affected.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects in the work provided by others.

ARTICLE 7 – CITY'S RESPONSIBILITIES

7.01 Inspections, Tests, and Approvals

City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 11.03.

7.02 Limitations on City's Responsibilities

- A. The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- B. City will notify the Contractor of applicable safety plans pursuant to Paragraph 5.13.

7.03 *Compliance with Safety Program*

While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed pursuant to Paragraph 5.13.

ARTICLE 8 – CITY'S OBSERVATION STATUS DURING CONSTRUCTION

8.01 *City's Project Representative*

City will provide one or more Project Representative(s) during the construction period. The duties and responsibilities and the limitations of authority of City's representative during construction are set forth in the Contract Documents.

- A. City's Project Representative will make visits to the Site at intervals appropriate to the various stages of construction as City deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, City's Project Representative will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City's Project Representative will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City's Project Representative's efforts will be directed toward providing City a greater degree of confidence that the completed Work will conform generally to the Contract Documents.
- B. City's Project Representative's visits and observations are subject to all the limitations on authority and responsibility in the Contract Documents.

8.02 *Authorized Variations in Work*

City's Project Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on City Developer, and also on Contractor, who shall perform the Work involved promptly.

8.03 *Rejecting Defective Work*

City will have authority to reject Work which City's Project Representative believes to be defective, or will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will have authority to conduct special inspection or testing of the Work as provided in Article 11, whether or not the Work is fabricated, installed, or completed.

8.04 *Determinations for Work Performed*

Contractor will determine the actual quantities and classifications of Work performed. City's Project Representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City's written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

ARTICLE 9 – CHANGES IN THE WORK

9.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order Extra Work. Upon notice of such Extra Work, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Extra Work shall be memorialized by a Participating Change Order which may or may not precede an order of Extra work.
- B. For minor changes of Work not requiring changes to Contract Time or Contract Price on a project with City participation, a Field Order may be issued by the City.

9.02 *Notification to Surety*

If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted by the Contractor to reflect the effect of any such change.

ARTICLE 10 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

10.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Participating Change Order for projects with City participation.

10.02 *Change of Contract Time*

- A. The Contract Time may only be changed by a Participating Change Order for projects with City participation.

10.03 *Delays*

- A. If Contractor is delayed, City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

ARTICLE 11 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.01 Notice of Defects

Notice of all defective Work of which City has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

11.02 Access to Work

City, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

11.03 Tests and Inspections

- A. Contractor shall give City timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If Contract Documents, Laws or Regulations of any public body having jurisdiction require any of the Work (or part thereof) to be inspected, tested, or approved, Contractor shall assume full responsibility for arranging and obtaining such independent inspections, tests, retests or approvals, pay all costs in connection therewith, and furnish City the required certificates of inspection or approval; excepting, however, those fees specifically identified in the Supplementary Conditions or any Texas Department of Licensure and Regulation (TDLR) inspections, which shall be paid as described in the Supplementary Conditions.
- C. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, re-tests, or approvals required for City's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, re-tests, or approvals shall be performed by organizations approved by City.
- D. City may arrange for the services of an independent testing laboratory ("Testing Lab") to perform any inspections or tests ("Testing") for any part of the Work, as determined solely by City.
 1. City will coordinate such Testing to the extent possible, with Contractor;
 2. Should any Testing under this Section 11.03 D result in a "fail", "did not pass" or other similar negative result, the Contractor shall be responsible for paying for any and all retests. Contractor's cancellation without cause of City initiated Testing shall be deemed a negative result and require a retest.

3. Any amounts owed for any retest under this Section 11.03 D shall be paid directly to the Testing Lab by Contractor. City will forward all invoices for retests to Developer/Contractor.
 4. If Contractor fails to pay the Testing Lab, City will not issue a letter of Final Acceptance until the Testing Lab is Paid
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of City, Contractor shall, if requested by City, uncover such Work for observation.

11.04 *Uncovering Work*

- A. If any Work is covered contrary to the Contract Documents or specific instructions by the City, it must, if requested by City, be uncovered for City's observation and replaced at Contractor's expense.

11.05 *City May Stop the Work*

If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, City may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

11.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work pursuant to an acceptable schedule, whether or not fabricated, installed, or completed, or, if the Work has been rejected by City, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, additional testing, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). Failure to require the removal of any defective Work shall not constitute acceptance of such Work.
- B. When correcting defective Work under the terms of this Paragraph 11.06 or Paragraph 11.07, Contractor shall take no action that would void or otherwise impair City's special warranty and guarantee, if any, on said Work.

11.07 *Correction Period*

- A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract

Documents), any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by City or permitted by Laws and Regulations as contemplated in Paragraph 5.10.A is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by City, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 11.07, the correction period hereunder with respect to such Work may be required to be extended for an additional period of one year after the end of the initial correction period. City shall provide 30 days written notice to Contractor and Developer should such additional warranty coverage be required. Contractor's obligations under this Paragraph 11.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 11.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

11.08 *City May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace rejected Work as required by City in accordance with Paragraph 11.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) days written notice to Contractor and the Developer, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 11.09, City shall proceed expeditiously. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment incorporated in the Work, stored at the Site or for which City has paid Contractor but which are

stored elsewhere. Contractor shall allow City, City's representatives, agents, consultants, employees, and City's other contractors, access to the Site to enable City to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.
- D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise of City's rights and remedies under this Paragraph 11.09.

ARTICLE 12 – COMPLETION

12.01 Contractor's Warranty of Title

Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment will pass to City no later than the time of Final Acceptance and shall be free and clear of all Liens.

12.02 Partial Utilization

- A. Prior to Final Acceptance of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City, determines constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. City at any time may notify Contractor in writing to permit City to use or occupy any such part of the Work which City determines to be ready for its intended use, subject to the following conditions:
 - 1. Contractor at any time may notify City in writing that Contractor considers any such part of the Work ready for its intended use.
 - 2. Within a reasonable time after notification as enumerated in Paragraph 14.05.A.1, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefor.
 - 3. Partial Utilization will not constitute Final Acceptance by City.

12.03 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete in accordance with the Contract Documents:

1. within 10 days, City will schedule a Final Inspection with Contractor.
2. City will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

12.04 *Final Acceptance*

- A. Upon completion by Contractor to City's satisfaction, of any additional Work identified in the Final Inspection, City will issue to Contractor a letter of Final Acceptance upon the satisfaction of the following:
1. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.03;
 2. consent of the surety, if any, to Final Acceptance;
 3. a list of all pending or released Damage Claims against City that Contractor believes are unsettled; and
 4. affidavits of payments and complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of or Liens filed in connection with the Work.
 5. after all Damage Claims have been resolved:
 - a. directly by the Contractor or;
 - b. Contractor provides evidence that the Damage Claim has been reported to Contractor's insurance provider for resolution.
 6. Issuing Final Acceptance by the City shall not relieve the Contractor of any guarantees or other requirements of the Contract Documents which specifically continue thereafter.

ARTICLE 13 – SUSPENSION OF WORK

13.01 *City May Suspend Work*

- A. At any time and without cause, City may suspend the Work or any portion thereof by written notice to Contractor and which may fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. During temporary suspension of the Work covered by these Contract Documents, for any reason, the City will stop contract time on City participation projects.
- B. Should the Contractor not be able to complete a portion of the Project due to causes beyond the control of and without the fault or negligence of the Contractor, and should it be determined by mutual consent of the Contractor and City that a solution to allow construction to proceed is not

available within a reasonable period of time, Contractor may request an extension in Contract Time, directly attributable to any such suspension.

- C. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed; he shall provide suitable drainage about the work, and erect temporary structures where necessary.

ARTICLE 14 – MISCELLANEOUS

14.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- B. Business address changes must be promptly made in writing to the other party.
- C. Whenever the Contract Documents specifies giving notice by electronic means such electronic notice shall be deemed sufficient upon confirmation of receipt by the receiving party.

14.02 Computation of Times

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday the next Working Day shall become the last day of the period.

14.03 Cumulative Remedies

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.04 *Survival of Obligations*

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

14.05 *Headings*

Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

- 1 b. Excavated and waste materials shall be stored in such a way as not to interfere
2 with the use of spaces that may be designated to be left free and unobstructed
3 and so as not to inconvenience occupants of adjacent property.
- 4 c. If the street is occupied by railroad tracks, the Work shall be carried on in such
5 manner as not to interfere with the operation of the railroad.
6 1) All Work shall be in accordance with railroad requirements set forth in
7 Division 0 as well as the railroad permit.

8 D. Work within Easements

- 9 1. Do not enter upon private property for any purpose without having previously
10 obtained permission from the owner of such property.
- 11 2. Do not store equipment or material on private property unless and until the
12 specified approval of the property owner has been secured in writing by the
13 Contractor and a copy furnished to the City.
- 14 3. Unless specifically provided otherwise, clear all rights-of-way or easements of
15 obstructions which must be removed to make possible proper prosecution of the
16 Work as a part of the project construction operations.
- 17 4. Preserve and use every precaution to prevent damage to, all trees, shrubbery, plants,
18 lawns, fences, culverts, curbing, and all other types of structures or improvements,
19 to all water, sewer, and gas lines, to all conduits, overhead pole lines, or
20 appurtenances thereof, including the construction of temporary fences and to all
21 other public or private property adjacent to the Work.
- 22 5. Notify the proper representatives of the owners or occupants of the public or private
23 lands of interest in lands which might be affected by the Work.
 - 24 a. Such notice shall be made at least 48 hours in advance of the beginning of the
25 Work.
 - 26 b. Notices shall be applicable to both public and private utility companies and any
27 corporation, company, individual, or other, either as owners or occupants,
28 whose land or interest in land might be affected by the Work.
 - 29 c. Be responsible for all damage or injury to property of any character resulting
30 from any act, omission, neglect, or misconduct in the manner or method or
31 execution of the Work, or at any time due to defective work, material, or
32 equipment.
- 33 6. Fence
 - 34 a. Restore all fences encountered and removed during construction of the Project
35 to the original or a better than original condition.
 - 36 b. Erect temporary fencing in place of the fencing removed whenever the Work is
37 not in progress and when the site is vacated overnight, and/or at all times to
38 provide site security.
 - 39 c. The cost for all fence work within easements, including removal, temporary
40 closures and replacement, shall be subsidiary to the various items bid in the
41 project proposal, unless a bid item is specifically provided in the proposal.

- 1 **1.5 SUBMITTALS [NOT USED]**
- 2 **1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**
- 3 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**
- 4 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**
- 5 **1.9 QUALITY ASSURANCE [NOT USED]**
- 6 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**
- 7 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**
- 8 **1.12 WARRANTY [NOT USED]**

- 9 **PART 2 - PRODUCTS [NOT USED]**

- 10 **PART 3 - EXECUTION [NOT USED]**

11 **END OF SECTION**

12

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

13

- 1 e. Other City representatives
- 2 f. Others as appropriate
- 3 4. Preliminary Agenda may include:
- 4 a. Introduction of Project Personnel
- 5 b. General Description of Project
- 6 c. Status of right-of-way, utility clearances, easements or other pertinent permits
- 7 d. Contractor's work plan and schedule
- 8 e. Contract Time
- 9 f. Notice to Proceed
- 10 g. Construction Staking
- 11 h. Progress Payments
- 12 i. Extra Work and Change Order Procedures
- 13 j. Field Orders
- 14 k. Disposal Site Letter for Waste Material
- 15 l. Insurance Renewals
- 16 m. Payroll Certification
- 17 n. Material Certifications and Quality Control Testing
- 18 o. Public Safety and Convenience
- 19 p. Documentation of Pre-Construction Conditions
- 20 q. Weekend Work Notification
- 21 r. Legal Holidays
- 22 s. Trench Safety Plans
- 23 t. Confined Space Entry Standards
- 24 u. Coordination with the City's representative for operations of existing water
- 25 systems
- 26 v. Storm Water Pollution Prevention Plan
- 27 w. Coordination with other Contractors
- 28 x. Early Warning System
- 29 y. Contractor Evaluation
- 30 z. Special Conditions applicable to the project
- 31 aa. Damages Claims
- 32 bb. Submittal Procedures
- 33 cc. Substitution Procedures
- 34 dd. Correspondence Routing
- 35 ee. Record Drawings
- 36 ff. Temporary construction facilities
- 37 gg. MBE/SBE procedures
- 38 hh. Final Acceptance
- 39 ii. Final Payment
- 40 jj. Questions or Comments

- 1 **1.5 SUBMITTALS [NOT USED]**
- 2 **1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**
- 3 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**
- 4 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**
- 5 **1.9 QUALITY ASSURANCE [NOT USED]**
- 6 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**
- 7 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**
- 8 **1.12 WARRANTY [NOT USED]**

9 **PART 2 - PRODUCTS [NOT USED]**

10 **PART 3 - EXECUTION [NOT USED]**

11 **END OF SECTION**

12

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

13

1 **PART 3 - EXECUTION [NOT USED]**

2 **END OF SECTION**

3

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

4

- 1 1. Notify the City in writing, at the time of submittal, of any deviations in the
2 submittals from the requirements of the Contract Documents.
- 3 2. Coordination of Submittal Times
- 4 a. Prepare, prioritize and transmit each submittal sufficiently in advance of
5 performing the related Work or other applicable activities, or within the time
6 specified in the individual Work Sections, of the Specifications.
- 7 b. Contractor is responsible such that the installation will not be delayed by
8 processing times including, but not limited to:
 - 9 a) Disapproval and resubmittal (if required)
 - 10 b) Coordination with other submittals
 - 11 c) Testing
 - 12 d) Purchasing
 - 13 e) Fabrication
 - 14 f) Delivery
 - 15 g) Similar sequenced activities
- 16 c. No extension of time will be authorized because of the Contractor's failure to
17 transmit submittals sufficiently in advance of the Work.
- 18 d. Make submittals promptly in accordance with approved schedule, and in such
19 sequence as to cause no delay in the Work or in the work of any other
20 contractor.
- 21 B. Submittal Numbering
- 22 1. When submitting shop drawings or samples, utilize a 9-character submittal cross-
23 reference identification numbering system in the following manner:
 - 24 a. Use the first 6 digits of the applicable Specification Section Number.
 - 25 b. For the next 2 digits number use numbers 01-99 to sequentially number each
26 initial separate item or drawing submitted under each specific Section
27 number.
 - 28 c. Last use a letter, A-Z, indicating the resubmission of the same drawing (i.e.
29 A=2nd submission, B=3rd submission, C=4th submission, etc.). A typical
30 submittal number would be as follows:

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03 30 00-08-B

- 1) 03 30 00 is the Specification Section for Concrete
- 2) 08 is the eighth initial submittal under this Specification Section
- 3) B is the third submission (second resubmission) of that particular shop drawing

C. Contractor Certification

- 1. Review shop drawings, product data and samples, including those by subcontractors, prior to submission to determine and verify the following:
 - a. Field measurements
 - b. Field construction criteria
 - c. Catalog numbers and similar data
 - d. Conformance with the Contract Documents
- 2. Provide each shop drawing, sample and product data submitted by the Contractor with a Certification Statement affixed including:
 - a. The Contractor's Company name
 - b. Signature of submittal reviewer
 - c. Certification Statement
 - 1) "By this submittal, I hereby represent that I have determined and verified field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings."

D. Submittal Format

- 1. Fold shop drawings larger than 8 ½ inches x 11 inches to 8 ½ inches x 11 inches.
- 2. Bind shop drawings and product data sheets together.
- 3. Order

- 1 a. Cover Sheet
- 2 1) Description of Packet
- 3 2) Contractor Certification
- 4 b. List of items / Table of Contents
- 5 c. Product Data /Shop Drawings/Samples /Calculations
- 6 E. Submittal Content
- 7 1. The date of submission and the dates of any previous submissions
- 8 2. The Project title and number
- 9 3. Contractor identification
- 10 4. The names of:
- 11 a. Contractor
- 12 b. Supplier
- 13 c. Manufacturer
- 14 5. Identification of the product, with the Specification Section number, page and
- 15 paragraph(s)
- 16 6. Field dimensions, clearly identified as such
- 17 7. Relation to adjacent or critical features of the Work or materials
- 18 8. Applicable standards, such as ASTM or Federal Specification numbers
- 19 9. Identification by highlighting of deviations from Contract Documents
- 20 10. Identification by highlighting of revisions on resubmittals
- 21 11. An 8-inch x 3-inch blank space for Contractor and City stamps
- 22 F. Shop Drawings
- 23 1. As specified in individual Work Sections includes, but is not necessarily limited to:
- 24 a. Custom-prepared data such as fabrication and erection/installation (working)
- 25 drawings

- 1 b. Scheduled information
- 2 c. Setting diagrams
- 3 d. Actual shopwork manufacturing instructions
- 4 e. Custom templates
- 5 f. Special wiring diagrams
- 6 g. Coordination drawings
- 7 h. Individual system or equipment inspection and test reports including:
 - 8 1) Performance curves and certifications
 - 9 i. As applicable to the Work
- 10 2. Details
 - 11 a. Relation of the various parts to the main members and lines of the structure
 - 12 b. Where correct fabrication of the Work depends upon field measurements
 - 13 1) Provide such measurements and note on the drawings prior to submitting
 - 14 for approval.
- 15 G. Product Data
 - 16 1. For submittals of product data for products included on the City's Standard
 - 17 Product List, clearly identify each item selected for use on the Project.
 - 18 2. For submittals of product data for products not included on the City's Standard
 - 19 Product List, submittal data may include, but is not necessarily limited to:
 - 20 a. Standard prepared data for manufactured products (sometimes referred to as
 - 21 catalog data)
 - 22 1) Such as the manufacturer's product specification and installation
 - 23 instructions
 - 24 2) Availability of colors and patterns
 - 25 3) Manufacturer's printed statements of compliances and applicability
 - 26 4) Roughing-in diagrams and templates
 - 27 5) Catalog cuts

- 1 6) Product photographs
- 2 7) Standard wiring diagrams
- 3 8) Printed performance curves and operational-range diagrams
- 4 9) Production or quality control inspection and test reports and certifications
- 5 10) Mill reports
- 6 11) Product operating and maintenance instructions and recommended
- 7 spare-parts listing and printed product warranties
- 8 12) As applicable to the Work

9 H. Samples

- 10 1. As specified in individual Sections, include, but are not necessarily limited to:
- 11 a. Physical examples of the Work such as:
- 12 1) Sections of manufactured or fabricated Work
- 13 2) Small cuts or containers of materials
- 14 3) Complete units of repetitively used products color/texture/pattern
- 15 swatches and range sets
- 16 4) Specimens for coordination of visual effect
- 17 5) Graphic symbols and units of Work to be used by the City for independent
- 18 inspection and testing, as applicable to the Work
- 19 I. Do not start Work requiring a shop drawing, sample or product data nor any material
- 20 to be fabricated or installed prior to the approval or qualified approval of such item.
- 21 1. Fabrication performed, materials purchased or on-site construction accomplished
- 22 which does not conform to approved shop drawings and data is at the Contractor's
- 23 risk.
- 24 2. The City will not be liable for any expense or delay due to corrections or remedies
- 25 required to accomplish conformity.
- 26 3. Complete project Work, materials, fabrication, and installations in conformance
- 27 with approved shop drawings, applicable samples, and product data.

- 1 J. Submittal Distribution
- 2 1. Electronic Distribution
- 3 a. Confirm development of Project directory for electronic submittals to be
4 uploaded to City's Buzzsaw site, or another external FTP site approved by the
5 City.
- 6 b. Shop Drawings
- 7 1) Upload submittal to designated project directory and notify appropriate
8 City representatives via email of submittal posting.
- 9 2) Hard Copies
- 10 a) 3 copies for all submittals
- 11 b) If Contractor requires more than 1 hard copy of Shop Drawings
12 returned, Contractor shall submit more than the number of copies
13 listed above.
- 14 c. Product Data
- 15 1) Upload submittal to designated project directory and notify appropriate
16 City representatives via email of submittal posting.
- 17 2) Hard Copies
- 18 a) 3 copies for all submittals
- 19 d. Samples
- 20 1) Distributed to the Project Representative
- 21 2. Hard Copy Distribution (if required in lieu of electronic distribution)
- 22 a. Shop Drawings
- 23 1) Distributed to the City
- 24 2) Copies
- 25 a) 8 copies for mechanical submittals
- 26 b) 7 copies for all other submittals
- 27 c) If Contractor requires more than 3 copies of Shop Drawings returned,
28 Contractor shall submit more than the number of copies listed above.

- 1 b. Product Data
- 2 1) Distributed to the City
- 3 2) Copies
- 4 a) 4 copies
- 5 c. Samples
- 6 1) Distributed to the Project Representative
- 7 2) Copies
- 8 a) Submit the number stated in the respective Specification Sections.
- 9 3. Distribute reproductions of approved shop drawings and copies of approved
- 10 product data and samples, where required, to the job site file and elsewhere as
- 11 directed by the City.
- 12 a. Provide number of copies as directed by the City but not exceeding the
- 13 number previously specified.
- 14 K. Submittal Review
- 15 1. The review of shop drawings, data and samples will be for general conformance
- 16 with the design concept and Contract Documents. This is not to be construed as:
- 17 a. Permitting any departure from the Contract requirements
- 18 b. Relieving the Contractor of responsibility for any errors, including details,
- 19 dimensions, and materials
- 20 c. Approving departures from details furnished by the City, except as otherwise
- 21 provided herein
- 22 2. The review and approval of shop drawings, samples or product data by the City
- 23 does not relieve the Contractor from his/her responsibility with regard to the
- 24 fulfillment of the terms of the Contract.
- 25 a. All risks of error and omission are assumed by the Contractor, and the City will
- 26 have no responsibility therefore.
- 27 3. The Contractor remains responsible for details and accuracy, for coordinating the
- 28 Work with all other associated work and trades, for selecting fabrication
- 29 processes, for techniques of assembly and for performing Work in a safe manner.

- 1 4. If the shop drawings, data or samples as submitted describe variations and show a
2 departure from the Contract requirements which City finds to be in the interest of
3 the City and to be so minor as not to involve a change in Contract Price or time for
4 performance, the City may return the reviewed drawings without noting an
5 exception.
- 6 5. Submittals will be returned to the Contractor under 1 of the following codes:
- 7 a. Code 1
- 8 1) "NO EXCEPTIONS TAKEN" is assigned when there are no notations or
9 comments on the submittal.
- 10 a) When returned under this code the Contractor may release the
11 equipment and/or material for manufacture.
- 12 b. Code 2
- 13 1) "EXCEPTIONS NOTED". This code is assigned when a confirmation of the
14 notations and comments IS NOT required by the Contractor.
- 15 a) The Contractor may release the equipment or material for
16 manufacture; however, all notations and comments must be
17 incorporated into the final product.
- 18 c. Code 3
- 19 1) "EXCEPTIONS NOTED/RESUBMIT". This combination of codes is assigned
20 when notations and comments are extensive enough to require a
21 resubmittal of the package.
- 22 a) The Contractor may release the equipment or material for
23 manufacture; however, all notations and comments must be
24 incorporated into the final product.
- 25 b) This resubmittal is to address all comments, omissions and
26 non-conforming items that were noted.
- 27 c) Resubmittal is to be received by the City within 15 Calendar Days of
28 the date of the City's transmittal requiring the resubmittal.
- 29 d. Code 4
- 30 1) "NOT APPROVED" is assigned when the submittal does not meet the intent
31 of the Contract Documents.

1 a) The Contractor must resubmit the entire package revised to bring the
2 submittal into conformance.

3 b) It may be necessary to resubmit using a different
4 manufacturer/vendor to meet the Contract Documents.

5 6. Resubmittals

6 a. Handled in the same manner as first submittals

7 1) Corrections other than requested by the City

8 2) Marked with revision triangle or other similar method

9 a) At Contractor's risk if not marked

10 b. Submittals for each item will be reviewed no more than twice at the City's
11 expense.

12 1) All subsequent reviews will be performed at times convenient to the City
13 and at the Contractor's expense, based on the City's or City
14 Representative's then prevailing rates.

15 2) Provide Contractor reimbursement to the City within 30 Calendar Days for
16 all such fees invoiced by the City.

17 c. The need for more than 1 resubmission or any other delay in obtaining City's
18 review of submittals, will not entitle the Contractor to an extension of
19 Contract Time.

20 7. Partial Submittals

21 a. City reserves the right to not review submittals deemed partial, at the City's
22 discretion.

23 b. Submittals deemed by the City to be not complete will be returned to the
24 Contractor, and will be considered "Not Approved" until resubmitted.

25 c. The City may at its option provide a list or mark the submittal directing the
26 Contractor to the areas that are incomplete.

27 8. If the Contractor considers any correction indicated on the shop drawings to
28 constitute a change to the Contract Documents, then written notice must be
29 provided thereof to the Developer at least 7 Calendar Days prior to release for
30 manufacture.

1 9. When the shop drawings have been completed to the satisfaction of the City, the
2 Contractor may carry out the construction in accordance therewith and no further
3 changes therein except upon written instructions from the City.

4 10. Each submittal, appropriately coded, will be returned within 30 Calendar Days
5 following receipt of submittal by the City.

6 L. Mock ups

7 1. Mock Up units as specified in individual Sections, include, but are not necessarily
8 limited to, complete units of the standard of acceptance for that type of Work to
9 be used on the Project. Remove at the completion of the Work or when directed.

10 M. Qualifications

11 1. If specifically required in other Sections of these Specifications, submit a P.E.
12 Certification for each item required.

13 N. Request for Information (RFI)

14 1. Contractor Request for additional information

15 a. Clarification or interpretation of the contract documents

16 b. When the Contractor believes there is a conflict between Contract Documents

17 c. When the Contractor believes there is a conflict between the Drawings and
18 Specifications

19 1) Identify the conflict and request clarification

20 2. Sufficient information shall be attached to permit a written response without
21 further information.

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26 **1.5 SUBMITTALS [NOT USED]**

1 **1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**

2 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**

3 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**

4 **1.9 QUALITY ASSURANCE [NOT USED]**

5 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

6 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

7 **1.12 WARRANTY [NOT USED]**

8 **PART 2 - PRODUCTS [NOT USED]**

9 **PART 3 - EXECUTION [NOT USED]**

10 **END OF SECTION**

11

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
12/20/2012	D. Johnson	1.4.K.8. Working Days modified to Calendar Days

12

- 1 b. All work performed in the TxDOT right-of-way shall be performed in
2 compliance with and subject to approval from the Texas Department of
3 Transportation
- 4 B. Work near High Voltage Lines
- 5 1. Regulatory Requirements
- 6 a. All Work near High Voltage Lines (more than 600 volts measured between
7 conductors or between a conductor and the ground) shall be in accordance with
8 Health and Safety Code, Title 9, Subtitle A, Chapter 752.
- 9 2. Warning sign
- 10 a. Provide sign of sufficient size meeting all OSHA requirements.
- 11 3. Equipment operating within 10 feet of high voltage lines will require the following
12 safety features
- 13 a. Insulating cage-type of guard about the boom or arm
- 14 b. Insulator links on the lift hook connections for back hoes or dippers
- 15 c. Equipment must meet the safety requirements as set forth by OSHA and the
16 safety requirements of the owner of the high voltage lines
- 17 4. Work within 6 feet of high voltage electric lines
- 18 a. Notification shall be given to:
- 19 1) The power company (example: ONCOR)
- 20 a) Maintain an accurate log of all such calls to power company and record
21 action taken in each case.
- 22 b. Coordination with power company
- 23 1) After notification coordinate with the power company to:
- 24 a) Erect temporary mechanical barriers, de-energize the lines, or raise or
25 lower the lines
- 26 c. No personnel may work within 6 feet of a high voltage line before the above
27 requirements have been met.
- 28 C. Confined Space Entry Program
- 29 1. Provide and follow approved Confined Space Entry Program in accordance with
30 OSHA requirements.
- 31 2. Confined Spaces include:
- 32 a. Manholes
- 33 b. All other confined spaces in accordance with OSHA's Permit Required for
34 Confined Spaces
- 35 D. Use of Explosives, Drop Weight, Etc.
- 36 1. When Contract Documents permit on the project the following will apply:
- 37 a. Public Notification
- 38 1) Submit notice to City and proof of adequate insurance coverage, 24 hours
39 prior to commencing.
- 40 2) Minimum 24 hour public notification in accordance with Section 01 31 13
- 41 E. Water Department Coordination
- 42 1. During the construction of this project, it will be necessary to deactivate, for a
43 period of time, existing lines. The Contractor shall be required to coordinate with
44 the Water Department to determine the best times for deactivating and activating
45 those lines.

- 1 2. Coordinate any event that will require connecting to or the operation of an existing
2 City water line system with the City's representative.
- 3 a. Coordination shall be in accordance with Section 33 12 25.
- 4 b. If needed, obtain a hydrant water meter from the Water Department for use
5 during the life of named project.
- 6 c. In the event that a water valve on an existing live system be turned off and on
7 to accommodate the construction of the project is required, coordinate this
8 activity through the appropriate City representative.
- 9 1) Do not operate water line valves of existing water system.
- 10 a) Failure to comply will render the Contractor in violation of Texas Penal
11 Code Title 7, Chapter 28.03 (Criminal Mischief) and the Contractor
12 will be prosecuted to the full extent of the law.
- 13 b) In addition, the Contractor will assume all liabilities and
14 responsibilities as a result of these actions.

15 F. Public Notification Prior to Beginning Construction

- 16 1. Prior to beginning construction on any block in the project, on a block by block
17 basis, prepare and deliver a notice or flyer of the pending construction to the front
18 door of each residence or business that will be impacted by construction. The notice
19 shall be prepared as follows:
- 20 a. Post notice or flyer 7 days prior to beginning any construction activity on each
21 block in the project area.
- 22 1) Prepare flyer on the Contractor's letterhead and include the following
23 information:
- 24 a) Name of Project
- 25 b) City Project No (CPN)
- 26 c) Scope of Project (i.e. type of construction activity)
- 27 d) Actual construction duration within the block
- 28 e) Name of the contractor's foreman and phone number
- 29 f) Name of the City's inspector and phone number
- 30 g) City's after-hours phone number
- 31 2) A sample of the 'pre-construction notification' flyer is attached as Exhibit
32 A.
- 33 3) Submit schedule showing the construction start and finish time for each
34 block of the project to the inspector.
- 35 4) Deliver flyer to the City Inspector for review prior to distribution.
- 36 b. No construction will be allowed to begin on any block until the flyer is
37 delivered to all residents of the block.

38 G. Public Notification of Temporary Water Service Interruption during Construction

- 39 1. In the event it becomes necessary to temporarily shut down water service to
40 residents or businesses during construction, prepare and deliver a notice or flyer of
41 the pending interruption to the front door of each affected resident.
- 42 2. Prepared notice as follows:
- 43 a. The notification or flyer shall be posted 24 hours prior to the temporary
44 interruption.
- 45 b. Prepare flyer on the contractor's letterhead and include the following
46 information:
- 47 1) Name of the project
- 48 2) City Project Number

- 1 3) Date of the interruption of service
- 2 4) Period the interruption will take place
- 3 5) Name of the contractor's foreman and phone number
- 4 6) Name of the City's inspector and phone number
- 5 c. A sample of the temporary water service interruption notification is attached as
- 6 Exhibit B.
- 7 d. Deliver a copy of the temporary interruption notification to the City inspector
- 8 for review prior to being distributed.
- 9 e. No interruption of water service can occur until the flyer has been delivered to
- 10 all affected residents and businesses.
- 11 f. Electronic versions of the sample flyers can be obtained from the Project
- 12 Construction Inspector.
- 13 H. Coordination with United States Army Corps of Engineers (USACE)
- 14 1. At locations in the Project where construction activities occur in areas where
- 15 USACE permits are required, meet all requirements set forth in each designated
- 16 permit.
- 17 I. Coordination within Railroad Permit Areas
- 18 1. At locations in the project where construction activities occur in areas where
- 19 railroad permits are required, meet all requirements set forth in each designated
- 20 railroad permit. This includes, but is not limited to, provisions for:
- 21 a. Flagmen
- 22 b. Inspectors
- 23 c. Safety training
- 24 d. Additional insurance
- 25 e. Insurance certificates
- 26 f. Other employees required to protect the right-of-way and property of the
- 27 Railroad Company from damage arising out of and/or from the construction of
- 28 the project. Proper utility clearance procedures shall be used in accordance
- 29 with the permit guidelines.
- 30 2. Obtain any supplemental information needed to comply with the railroad's
- 31 requirements.
- 32 J. Dust Control
- 33 1. Use acceptable measures to control dust at the Site.
- 34 a. If water is used to control dust, capture and properly dispose of waste water.
- 35 b. If wet saw cutting is performed, capture and properly dispose of slurry.
- 36 K. Employee Parking
- 37 1. Provide parking for employees at locations approved by the City.

- 1 **1.4 SUBMITTALS [NOT USED]**
- 2 **1.5 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**
- 3 **1.6 CLOSEOUT SUBMITTALS [NOT USED]**
- 4 **1.7 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**
- 5 **1.8 QUALITY ASSURANCE [NOT USED]**
- 6 **1.9 DELIVERY, STORAGE, AND HANDLING [NOT USED]**
- 7 **1.10 FIELD [SITE] CONDITIONS [NOT USED]**
- 8 **1.11 WARRANTY [NOT USED]**

9 **PART 2 - PRODUCTS [NOT USED]**

10 **PART 3 - EXECUTION [NOT USED]**

11 **END OF SECTION**

12

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
8/31/2012	D. Johnson	1.3.B – Added requirement of compliance with Health and Safety Code, Title 9. Safety, Subtitle A. Public Safety, Chapter 752. High Voltage Overhead Lines.

13

EXHIBIT A

(To be printed on Contractor's Letterhead)

Date: _____

CPN No.: _____

Project Name:

Mapsco Location:

Limits of Construction:

NOTICE OF CONSTRUCTION

THIS IS TO INFORM YOU THAT UNDER A CONTRACT WITH THE CITY OF FORT WORTH, OUR COMPANY WILL WORK ON UTILITY LINES ON OR AROUND YOUR PROPERTY.

CONSTRUCTION WILL BEGIN APPROXIMATELY SEVEN DAYS FROM THE DATE OF THIS NOTICE.

IF YOU HAVE QUESTIONS ABOUT ACCESS, SECURITY, SAFETY OR ANY OTHER ISSUE, PLEASE CALL:

Mr. <CONTRACTOR'S SUPERINTENDENT> AT <TELEPHONE NO.>

OR

Mr. <CITY INSPECTOR> AT < TELEPHONE NO.>

AFTER 4:30 PM OR ON WEEKENDS, PLEASE CALL (817) 392 8306

PLEASE KEEP THIS FLYER HANDY WHEN YOU CALL

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2

EXHIBIT B



Date: _____

DOE NO. XXXX
Project Name:

**NOTICE OF TEMPORARY WATER SERVICE
INTERRUPTION**

DUE TO UTILITY IMPROVEMENTS IN YOUR NEIGHBORHOOD, YOUR
WATER SERVICE WILL BE INTERRUPTED ON _____
BETWEEN THE HOURS OF _____ AND _____.

IF YOU HAVE QUESTIONS ABOUT THIS SHUT-OUT, PLEASE CALL:

MR. _____ AT _____
(CONTRACTORS SUPERINTENDENT) (TELEPHONE NUMBER)

OR

MR. _____ AT _____
(CITY INSPECTOR) (TELEPHONE NUMBER)

THIS INCONVENIENCE WILL BE AS SHORT AS POSSIBLE.

THANK YOU,

_____, CONTRACTOR

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SECTION 01 45 23
TESTING AND INSPECTION SERVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Testing and inspection services procedures and coordination
- B. Deviations from this City of Fort Worth Standard Specification
 - 1. None.
- C. Related Specification Sections include, but are not necessarily limited to:
 - 1. Division 0 – Bidding Requirements, Contract Forms and Conditions of the Contract
 - 2. Division 1 – General Requirements

1.2 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Work associated with this Item is considered subsidiary to the various Items bid. No separate payment will be allowed for this Item.
 - a. Contractor is responsible for performing, coordinating, and payment of all Quality Control testing.
 - b. City is responsible for performing and payment for first set of Quality Assurance testing.
 - 1) If the first Quality Assurance test performed by the City fails, the Contractor is responsible for payment of subsequent Quality Assurance testing until a passing test occurs.
 - a) Final acceptance will not be issued by City until all required payments for testing by Contractor have been paid in full.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Testing
 - 1. Complete testing in accordance with the Contract Documents.
 - 2. Coordination
 - a. When testing is required to be performed by the City, notify City, sufficiently in advance, when testing is needed.
 - b. When testing is required to be completed by the Contractor, notify City, sufficiently in advance, that testing will be performed.
 - 3. Distribution of Testing Reports
 - a. Electronic Distribution
 - 1) Confirm development of Project directory for electronic submittals to be uploaded to City’s Buzzsaw site, or another form of distribution approved by the City.

- 1 2) Upload test reports to designated project directory and notify appropriate
- 2 City representatives via email of submittal posting.
- 3 3) Hard Copies
- 4 a) 1 copy for all submittals submitted to the Project Representative
- 5 b. Hard Copy Distribution (if required in lieu of electronic distribution)
- 6 1) Tests performed by City
- 7 a) Distribute 1 hard copy to the Contractor
- 8 2) Tests performed by the Contractor
- 9 a) Distribute 3 hard copies to City's Project Representative
- 10 4. Provide City's Project Representative with trip tickets for each delivered load of
- 11 Concrete or Lime material including the following information:
- 12 a. Name of pit
- 13 b. Date of delivery
- 14 c. Material delivered
- 15 B. Inspection
- 16 1. Inspection or lack of inspection does not relieve the Contractor from obligation to
- 17 perform work in accordance with the Contract Documents.

18 **1.5 SUBMITTALS [NOT USED]**

19 **1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**

20 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**

21 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**

22 **1.9 QUALITY ASSURANCE [NOT USED]**

23 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

24 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

25 **1.12 WARRANTY [NOT USED]**

26 **PART 2 - PRODUCTS [NOT USED]**

27 **PART 3 - EXECUTION [NOT USED]**

28 **END OF SECTION**

29

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

30

- 1 d. Contractor Payment for Construction Water
- 2 1) Obtain construction water meter from City for payment as billed by City's
- 3 established rates.
- 4 3. Electricity and Lighting
- 5 a. Provide and pay for electric powered service as required for Work, including
- 6 testing of Work.
- 7 1) Provide power for lighting, operation of equipment, or other use.
- 8 b. Electric power service includes temporary power service or generator to
- 9 maintain operations during scheduled shutdown.
- 10 4. Telephone
- 11 a. Provide emergency telephone service at Site for use by Contractor personnel
- 12 and others performing work or furnishing services at Site.
- 13 5. Temporary Heat and Ventilation
- 14 a. Provide temporary heat as necessary for protection or completion of Work.
- 15 b. Provide temporary heat and ventilation to assure safe working conditions.
- 16 B. Sanitary Facilities
- 17 1. Provide and maintain sanitary facilities for persons on Site.
- 18 a. Comply with regulations of State and local departments of health.
- 19 2. Enforce use of sanitary facilities by construction personnel at job site.
- 20 a. Enclose and anchor sanitary facilities.
- 21 b. No discharge will be allowed from these facilities.
- 22 c. Collect and store sewage and waste so as not to cause nuisance or health
- 23 problem.
- 24 d. Haul sewage and waste off-site at no less than weekly intervals and properly
- 25 dispose in accordance with applicable regulation.
- 26 3. Locate facilities near Work Site and keep clean and maintained throughout Project.
- 27 4. Remove facilities at completion of Project
- 28 C. Storage Sheds and Buildings
- 29 1. Provide adequately ventilated, watertight, weatherproof storage facilities with floor
- 30 above ground level for materials and equipment susceptible to weather damage.
- 31 2. Storage of materials not susceptible to weather damage may be on blocks off
- 32 ground.
- 33 3. Store materials in a neat and orderly manner.
- 34 a. Place materials and equipment to permit easy access for identification,
- 35 inspection and inventory.
- 36 4. Equip building with lockable doors and lighting, and provide electrical service for
- 37 equipment space heaters and heating or ventilation as necessary to provide storage
- 38 environments acceptable to specified manufacturers.
- 39 5. Fill and grade site for temporary structures to provide drainage away from
- 40 temporary and existing buildings.
- 41 6. Remove building from site prior to Final Acceptance.
- 42 D. Temporary Fencing
- 43 1. Provide and maintain for the duration or construction when required in contract
- 44 documents
- 45 E. Dust Control

- 1 1. Contractor is responsible for maintaining dust control through the duration of the
- 2 project.
- 3 a. Contractor remains on-call at all times
- 4 b. Must respond in a timely manner
- 5 F. Temporary Protection of Construction
- 6 1. Contractor or subcontractors are responsible for protecting Work from damage due
- 7 to weather.

8 **1.5 SUBMITTALS [NOT USED]**

9 **1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**

10 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**

11 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**

12 **1.9 QUALITY ASSURANCE [NOT USED]**

13 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

14 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

15 **1.12 WARRANTY [NOT USED]**

16 **PART 2 - PRODUCTS [NOT USED]**

17 **PART 3 - EXECUTION [NOT USED]**

18 **3.1 INSTALLERS [NOT USED]**

19 **3.2 EXAMINATION [NOT USED]**

20 **3.3 PREPARATION [NOT USED]**

21 **3.4 INSTALLATION**

22 A. Temporary Facilities

- 23 1. Maintain all temporary facilities for duration of construction activities as needed.

24 **3.5 [REPAIR] / [RESTORATION]**

25 **3.6 RE-INSTALLATION**

26 **3.7 FIELD [or] SITE QUALITY CONTROL [NOT USED]**

27 **3.8 SYSTEM STARTUP [NOT USED]**

28 **3.9 ADJUSTING [NOT USED]**

29 **3.10 CLEANING [NOT USED]**

30 **3.11 CLOSEOUT ACTIVITIES**

31 A. Temporary Facilities

- 1) Allow a minimum of 5 working days for permit review.
- 2) Contractor's responsibility to coordinate review of Traffic Control plans for Street Use Permit, such that construction is not delayed.

C. Modification to Approved Traffic Control

1. Prior to installation traffic control:
 - a. Submit revised traffic control plans to City Department Transportation and Public Works Department.
 - 1) Revise Traffic Control plans in accordance with Section 34 71 13.
 - 2) Allow minimum 5 working days for review of revised Traffic Control.
 - 3) It is the Contractor's responsibility to coordinate review of Traffic Control plans for Street Use Permit, such that construction is not delayed.

D. Removal of Street Sign

1. If it is determined that a street sign must be removed for construction, then contact City Transportation and Public Works Department, Signs and Markings Division to remove the sign.

E. Temporary Signage

1. In the case of regulatory signs, replace permanent sign with temporary sign meeting requirements of the latest edition of the Texas Manual on Uniform Traffic Control Devices (MUTCD).
2. Install temporary sign before the removal of permanent sign.
3. When construction is complete, to the extent that the permanent sign can be reinstalled, contact the City Transportation and Public Works Department, Signs and Markings Division, to reinstall the permanent sign.

F. Traffic Control Standards

1. Traffic Control Standards can be found on the City's Buzzsaw website.

1.5 SUBMITTALS [NOT USED]

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE [NOT USED]

1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1.12 WARRANTY [NOT USED]

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION [NOT USED]

END OF SECTION

1

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

2

1 B. Construction Activities resulting in:

- 2 1. Less than 1 acre of disturbance
3 a. Provide erosion and sediment control in accordance with Section 31 25 00 and
4 Drawings.
5 2. 1 to less than 5 acres of disturbance
6 a. Texas Pollutant Discharge Elimination System (TPDES) General Construction
7 Permit is required
8 b. Complete SWPPP in accordance with TCEQ requirements
9 1) TCEQ Small Construction Site Notice Required under general permit
10 TXR150000
11 a) Sign and post at job site
12 b) Prior to Preconstruction Meeting, send 1 copy to City Department of
13 Transportation and Public Works, Environmental Division, (817) 392-
14 6088.
15 2) Provide erosion and sediment control in accordance with:
16 a) Section 31 25 00
17 b) The Drawings
18 c) TXR150000 General Permit
19 d) SWPPP
20 e) TCEQ requirements
21 3. 5 acres or more of Disturbance
22 a. Texas Pollutant Discharge Elimination System (TPDES) General Construction
23 Permit is required
24 b. Complete SWPPP in accordance with TCEQ requirements
25 1) Prepare a TCEQ NOI form and submit to TCEQ along with required fee
26 a) Sign and post at job site
27 b) Send copy to City Department of Transportation and Public Works,
28 Environmental Division, (817) 392-6088.
29 2) TCEQ Notice of Change required if making changes or updates to NOI
30 3) Provide erosion and sediment control in accordance with:
31 a) Section 31 25 00
32 b) The Drawings
33 c) TXR150000 General Permit
34 d) SWPPP
35 e) TCEQ requirements
36 4) Once the project has been completed and all the closeout requirements of
37 TCEQ have been met a TCEQ Notice of Termination can be submitted.
38 a) Send copy to City Department of Transportation and Public Works,
39 Environmental Division, (817) 392-6088.

40 **1.5 SUBMITTALS**

41 A. SWPPP

- 42 1. Submit in accordance with Section 01 33 00, except as stated herein.
43 a. Prior to the Preconstruction Meeting, submit a draft copy of SWPPP to the City
44 as follows:
45 1) 1 copy to the City Project Manager
46 a) City Project Manager will forward to the City Department of
47 Transportation and Public Works, Environmental Division for review

SECTION 01 58 13
TEMPORARY PROJECT SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Temporary Project Signage Requirements
- B. Deviations from this City of Fort Worth Standard Specification
 - 1. None.
- C. Related Specification Sections include, but are not necessarily limited to:
 - 1. Division 0 – Bidding Requirements, Contract Forms and Conditions of the Contract
 - 2. Division 1 – General Requirements

1.2 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Work associated with this Item is considered subsidiary to the various Items bid.
No separate payment will be allowed for this Item.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS [NOT USED]

1.5 SUBMITTALS [NOT USED]

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE [NOT USED]

1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1.12 WARRANTY [NOT USED]

PART 2 - PRODUCTS

2.1 OWNER-FURNISHED [or] OWNER-SUPPLIED PRODUCTS [NOT USED]

2.2 EQUIPMENT, PRODUCT TYPES, AND MATERIALS

- A. Design Criteria
 - 1. Provide free standing Project Designation Sign in accordance with City's Standard Details for project signs.

B. Materials

1. Sign

- a. Constructed of 3/4-inch fir plywood, grade A-C (exterior) or better

2.3 ACCESSORIES [NOT USED]

2.4 SOURCE QUALITY CONTROL [NOT USED]

PART 3 - EXECUTION

3.1 INSTALLERS [NOT USED]

3.2 EXAMINATION [NOT USED]

3.3 PREPARATION [NOT USED]

3.4 INSTALLATION

A. General

1. Provide vertical installation at extents of project.
2. Relocate sign as needed, upon request of the City.

B. Mounting options

- a. Skids
- b. Posts
- c. Barricade

3.5 REPAIR / RESTORATION [NOT USED]

3.6 RE-INSTALLATION [NOT USED]

3.7 FIELD [or] SITE QUALITY CONTROL [NOT USED]

3.8 SYSTEM STARTUP [NOT USED]

3.9 ADJUSTING [NOT USED]

3.10 CLEANING [NOT USED]

3.11 CLOSEOUT ACTIVITIES [NOT USED]

3.12 PROTECTION [NOT USED]

3.13 MAINTENANCE

A. General

1. Maintenance will include painting and repairs as needed or directed by the City.

3.14 ATTACHMENTS [NOT USED]

END OF SECTION

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
4/7/2014	M. Domenech	Revised for DAP application

1 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

2 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

3 **1.12 WARRANTY [NOT USED]**

4 **PART 2 - PRODUCTS [NOT USED]**

5 **PART 3 - EXECUTION [NOT USED]**

6 **END OF SECTION**

7

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
10/12/12	D. Johnson	Modified Location of City's Standard Product List
4/7/2014	M.Domenech	Revised for DAP application

8

- 1 4. Deliver products or equipment in manufacturer's original unbroken cartons or other
2 containers designed and constructed to protect the contents from physical or
3 environmental damage.
 - 4 5. Clearly and fully mark and identify as to manufacturer, item and installation
5 location.
 - 6 6. Provide manufacturer's instructions for storage and handling.
- 7 B. Handling Requirements
- 8 1. Handle products or equipment in accordance with these Contract Documents and
9 manufacturer's recommendations and instructions.
- 10 C. Storage Requirements
- 11 1. Store materials in accordance with manufacturer's recommendations and
12 requirements of these Specifications.
 - 13 2. Make necessary provisions for safe storage of materials and equipment.
 - 14 a. Place loose soil materials and materials to be incorporated into Work to prevent
15 damage to any part of Work or existing facilities and to maintain free access at
16 all times to all parts of Work and to utility service company installations in
17 vicinity of Work.
 - 18 3. Keep materials and equipment neatly and compactly stored in locations that will
19 cause minimum inconvenience to other contractors, public travel, adjoining owners,
20 tenants and occupants.
 - 21 a. Arrange storage to provide easy access for inspection.
 - 22 4. Restrict storage to areas available on construction site for storage of material and
23 equipment as shown on Drawings, or approved by City's Project Representative.
 - 24 5. Provide off-site storage and protection when on-site storage is not adequate.
 - 25 a. Provide addresses of and access to off-site storage locations for inspection by
26 City's Project Representative.
 - 27 6. Do not use lawns, grass plots or other private property for storage purposes without
28 written permission of owner or other person in possession or control of premises.
 - 29 7. Store in manufacturers' unopened containers.
 - 30 8. Neatly, safely and compactly stack materials delivered and stored along line of
31 Work to avoid inconvenience and damage to property owners and general public
32 and maintain at least 3 feet from fire hydrant.
 - 33 9. Keep public and private driveways and street crossings open.
 - 34 10. Repair or replace damaged lawns, sidewalks, streets or other improvements to
35 satisfaction of City's Project Representative.
 - 36 a. Total length which materials may be distributed along route of construction at
37 one time is 1,000 linear feet, unless otherwise approved in writing by City's
38 Project Representative.

1 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

2 **1.12 WARRANTY [NOT USED]**

3 **PART 2 - PRODUCTS [NOT USED]**

4 **PART 3 - EXECUTION**

5 **3.1 INSTALLERS [NOT USED]**

6 **3.2 EXAMINATION [NOT USED]**

7 **3.3 PREPARATION [NOT USED]**

8 **3.4 ERECTION [NOT USED]**

9 **3.5 REPAIR / RESTORATION [NOT USED]**

10 **3.6 RE-INSTALLATION [NOT USED]**

11 **3.7 FIELD [or] SITE QUALITY CONTROL**

12 A. Tests and Inspections

13 1. Inspect all products or equipment delivered to the site prior to unloading.

14 B. Non-Conforming Work

15 1. Reject all products or equipment that are damaged, used or in any other way
16 unsatisfactory for use on the project.

17 **3.8 SYSTEM STARTUP [NOT USED]**

18 **3.9 ADJUSTING [NOT USED]**

19 **3.10 CLEANING [NOT USED]**

20 **3.11 CLOSEOUT ACTIVITIES [NOT USED]**

21 **3.12 PROTECTION**

22 A. Protect all products or equipment in accordance with manufacturer's written directions.

23 B. Store products or equipment in location to avoid physical damage to items while in
24 storage.

25 C. Protect equipment from exposure to elements and keep thoroughly dry if required by
26 the manufacturer.

27 **3.13 MAINTENANCE [NOT USED]**

28 **3.14 ATTACHMENTS [NOT USED]**

29 **END OF SECTION**

30

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
4/7/2014	M.Domenech	Revised for DAP application

1

1 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

2 **1.12 WARRANTY [NOT USED]**

3 **PART 2 - PRODUCTS**

4 **2.1 OWNER-FURNISHED [or] OWNER-SUPPLIED PRODUCTS [NOT USED]**

5 **2.2 MATERIALS**

6 A. Cleaning Agents

- 7 1. Compatible with surface being cleaned
- 8 2. New and uncontaminated
- 9 3. For manufactured surfaces
- 10 a. Material recommended by manufacturer

11 **2.3 ACCESSORIES [NOT USED]**

12 **2.4 SOURCE QUALITY CONTROL [NOT USED]**

13 **PART 3 - EXECUTION**

14 **3.1 INSTALLERS [NOT USED]**

15 **3.2 EXAMINATION [NOT USED]**

16 **3.3 PREPARATION [NOT USED]**

17 **3.4 APPLICATION [NOT USED]**

18 **3.5 REPAIR / RESTORATION [NOT USED]**

19 **3.6 RE-INSTALLATION [NOT USED]**

20 **3.7 FIELD [or] SITE QUALITY CONTROL [NOT USED]**

21 **3.8 SYSTEM STARTUP [NOT USED]**

22 **3.9 ADJUSTING [NOT USED]**

23 **3.10 CLEANING**

24 A. General

- 25 1. Prevent accumulation of wastes that create hazardous conditions.
- 26 2. Conduct cleaning and disposal operations to comply with laws and safety orders of
27 governing authorities.
- 28 3. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in
29 storm or sanitary drains or sewers.
- 30 4. Dispose of degradable debris at an approved solid waste disposal site.
- 31 5. Dispose of nondegradable debris at an approved solid waste disposal site or in an
32 alternate manner approved by City and regulatory agencies.

- 1 6. Handle materials in a controlled manner with as few handlings as possible.
- 2 7. Thoroughly clean, sweep, wash and polish all Work and equipment associated with
- 3 this project.
- 4 8. Remove all signs of temporary construction and activities incidental to construction
- 5 of required permanent Work.
- 6 9. If project is not cleaned to the satisfaction of the City, the City reserves the right to
- 7 have the cleaning completed at the expense of the Contractor.
- 8 10. Do not burn on-site.

9 B. Intermediate Cleaning during Construction

- 10 1. Keep Work areas clean so as not to hinder health, safety or convenience of
- 11 personnel in existing facility operations.
- 12 2. At maximum weekly intervals, dispose of waste materials, debris and rubbish.
- 13 3. Confine construction debris daily in strategically located container(s):
- 14 a. Cover to prevent blowing by wind
- 15 b. Store debris away from construction or operational activities
- 16 c. Haul from site at a minimum of once per week
- 17 4. Vacuum clean interior areas when ready to receive finish painting.
- 18 a. Continue vacuum cleaning on an as-needed basis, until Final Acceptance.
- 19 5. Prior to storm events, thoroughly clean site of all loose or unsecured items, which
- 20 may become airborne or transported by flowing water during the storm.

21 C. Exterior (Site or Right of Way) Final Cleaning

- 22 1. Remove trash and debris containers from site.
- 23 a. Re-seed areas disturbed by location of trash and debris containers in accordance
- 24 with Section 32 92 13.
- 25 2. Sweep roadway to remove all rocks, pieces of asphalt, concrete or any other object
- 26 that may hinder or disrupt the flow of traffic along the roadway.
- 27 3. Clean any interior areas including, but not limited to, vaults, manholes, structures,
- 28 junction boxes and inlets.
- 29 4. If no longer required for maintenance of erosion facilities, and upon approval by
- 30 City, remove erosion control from site.
- 31 5. Clean signs, lights, signals, etc.

32 **3.11 CLOSEOUT ACTIVITIES [NOT USED]**

33 **3.12 PROTECTION [NOT USED]**

34 **3.13 MAINTENANCE [NOT USED]**

35 **3.14 ATTACHMENTS [NOT USED]**

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END OF SECTION

2

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
4/7/2014	M.Domenech	Revised for DAP application

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1 **1.6 INFORMATIONAL SUBMITTALS [NOT USED]**

2 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**

3 **PART 2 - PRODUCTS [NOT USED]**

4 **PART 3 - EXECUTION**

5 **3.1 INSTALLERS [NOT USED]**

6 **3.2 EXAMINATION [NOT USED]**

7 **3.3 PREPARATION [NOT USED]**

8 **3.4 CLOSEOUT PROCEDURE**

9 A. Prior to requesting Final Inspection, submit:

- 10 1. Project Record Documents in accordance with Section 01 78 39
11 2. Operation and Maintenance Data, if required, in accordance with Section 01 78 23

12 B. Prior to requesting Final Inspection, perform final cleaning in accordance with Section
13 01 74 23.

14 C. Final Inspection

- 15 1. After final cleaning, provide notice to the City Project Representative that the Work
16 is completed.
17 a. The City will make an initial Final Inspection with the Contractor present.
18 b. Upon completion of this inspection, the City will notify the Contractor, in
19 writing within 10 business days, of any particulars in which this inspection
20 reveals that the Work is defective or incomplete.
- 21 2. Upon receiving written notice from the City, immediately undertake the Work
22 required to remedy deficiencies and complete the Work to the satisfaction of the
23 City.
- 24 3. Upon completion of Work associated with the items listed in the City's written
25 notice, inform the City, that the required Work has been completed. Upon receipt
26 of this notice, the City, in the presence of the Contractor, will make a subsequent
27 Final Inspection of the project.
- 28 4. Provide all special accessories required to place each item of equipment in full
29 operation. These special accessory items include, but are not limited to:
30 a. Specified spare parts
31 b. Adequate oil and grease as required for the first lubrication of the equipment
32 c. Initial fill up of all chemical tanks and fuel tanks
33 d. Light bulbs
34 e. Fuses
35 f. Vault keys
36 g. Handwheels
37 h. Other expendable items as required for initial start-up and operation of all
38 equipment

39 D. Notice of Project Completion

- 1 d. Drawings
- 2 1) Provide reinforced punched binder tab, bind in with text
- 3 2) Reduce larger drawings and fold to size of text pages.
- 4 e. Provide fly-leaf for each separate product, or each piece of operating
- 5 equipment.
- 6 1) Provide typed description of product, and major component parts of
- 7 equipment.
- 8 2) Provide indexed tabs.
- 9 f. Cover
- 10 1) Identify each volume with typed or printed title "OPERATING AND
- 11 MAINTENANCE INSTRUCTIONS".
- 12 2) List:
- 13 a) Title of Project
- 14 b) Identity of separate structure as applicable
- 15 c) Identity of general subject matter covered in the manual
- 16 3. Binders
- 17 a. Commercial quality 3-ring binders with durable and cleanable plastic covers
- 18 b. When multiple binders are used, correlate the data into related consistent
- 19 groupings.
- 20 4. If available, provide an electronic form of the O&M Manual.
- 21 B. Manual Content
- 22 1. Neatly typewritten table of contents for each volume, arranged in systematic order
- 23 a. Contractor, name of responsible principal, address and telephone number
- 24 b. A list of each product required to be included, indexed to content of the volume
- 25 c. List, with each product:
- 26 1) The name, address and telephone number of the subcontractor or installer
- 27 2) A list of each product required to be included, indexed to content of the
- 28 volume
- 29 3) Identify area of responsibility of each
- 30 4) Local source of supply for parts and replacement
- 31 d. Identify each product by product name and other identifying symbols as set
- 32 forth in Contract Documents.
- 33 2. Product Data
- 34 a. Include only those sheets which are pertinent to the specific product.
- 35 b. Annotate each sheet to:
- 36 1) Clearly identify specific product or part installed
- 37 2) Clearly identify data applicable to installation
- 38 3) Delete references to inapplicable information
- 39 3. Drawings
- 40 a. Supplement product data with drawings as necessary to clearly illustrate:
- 41 1) Relations of component parts of equipment and systems
- 42 2) Control and flow diagrams
- 43 b. Coordinate drawings with information in Project Record Documents to assure
- 44 correct illustration of completed installation.
- 45 c. Do not use Project Record Drawings as maintenance drawings.
- 46 4. Written text, as required to supplement product data for the particular installation:
- 47 a. Organize in consistent format under separate headings for different procedures.
- 48 b. Provide logical sequence of instructions of each procedure.

- 1 5. Copy of each warranty, bond and service contract issued
- 2 a. Provide information sheet for City personnel giving:
- 3 1) Proper procedures in event of failure
- 4 2) Instances which might affect validity of warranties or bonds
- 5 C. Manual for Materials and Finishes
- 6 1. Submit 5 copies of complete manual in final form.
- 7 2. Content, for architectural products, applied materials and finishes:
- 8 a. Manufacturer's data, giving full information on products
- 9 1) Catalog number, size, composition
- 10 2) Color and texture designations
- 11 3) Information required for reordering special manufactured products
- 12 b. Instructions for care and maintenance
- 13 1) Manufacturer's recommendation for types of cleaning agents and methods
- 14 2) Cautions against cleaning agents and methods which are detrimental to
- 15 product
- 16 3) Recommended schedule for cleaning and maintenance
- 17 3. Content, for moisture protection and weather exposure products:
- 18 a. Manufacturer's data, giving full information on products
- 19 1) Applicable standards
- 20 2) Chemical composition
- 21 3) Details of installation
- 22 b. Instructions for inspection, maintenance and repair
- 23 D. Manual for Equipment and Systems
- 24 1. Submit 5 copies of complete manual in final form.
- 25 2. Content, for each unit of equipment and system, as appropriate:
- 26 a. Description of unit and component parts
- 27 1) Function, normal operating characteristics and limiting conditions
- 28 2) Performance curves, engineering data and tests
- 29 3) Complete nomenclature and commercial number of replaceable parts
- 30 b. Operating procedures
- 31 1) Start-up, break-in, routine and normal operating instructions
- 32 2) Regulation, control, stopping, shut-down and emergency instructions
- 33 3) Summer and winter operating instructions
- 34 4) Special operating instructions
- 35 c. Maintenance procedures
- 36 1) Routine operations
- 37 2) Guide to "trouble shooting"
- 38 3) Disassembly, repair and reassembly
- 39 4) Alignment, adjusting and checking
- 40 d. Servicing and lubrication schedule
- 41 1) List of lubricants required
- 42 e. Manufacturer's printed operating and maintenance instructions
- 43 f. Description of sequence of operation by control manufacturer
- 44 1) Predicted life of parts subject to wear
- 45 2) Items recommended to be stocked as spare parts
- 46 g. As installed control diagrams by controls manufacturer
- 47 h. Each contractor's coordination drawings
- 48 1) As installed color coded piping diagrams

- 1 i. Charts of valve tag numbers, with location and function of each valve
- 2 j. List of original manufacturer's spare parts, manufacturer's current prices, and
- 3 recommended quantities to be maintained in storage
- 4 k. Other data as required under pertinent Sections of Specifications
- 5 3. Content, for each electric and electronic system, as appropriate:
- 6 a. Description of system and component parts
- 7 1) Function, normal operating characteristics, and limiting conditions
- 8 2) Performance curves, engineering data and tests
- 9 3) Complete nomenclature and commercial number of replaceable parts
- 10 b. Circuit directories of panelboards
- 11 1) Electrical service
- 12 2) Controls
- 13 3) Communications
- 14 c. As installed color coded wiring diagrams
- 15 d. Operating procedures
- 16 1) Routine and normal operating instructions
- 17 2) Sequences required
- 18 3) Special operating instructions
- 19 e. Maintenance procedures
- 20 1) Routine operations
- 21 2) Guide to "trouble shooting"
- 22 3) Disassembly, repair and reassembly
- 23 4) Adjustment and checking
- 24 f. Manufacturer's printed operating and maintenance instructions
- 25 g. List of original manufacturer's spare parts, manufacturer's current prices, and
- 26 recommended quantities to be maintained in storage
- 27 h. Other data as required under pertinent Sections of Specifications
- 28 4. Prepare and include additional data when the need for such data becomes apparent
- 29 during instruction of City's personnel.

30 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**

31 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**

32 **1.9 QUALITY ASSURANCE**

- 33 A. Provide operation and maintenance data by personnel with the following criteria:
- 34 1. Trained and experienced in maintenance and operation of described products
- 35 2. Skilled as technical writer to the extent required to communicate essential data
- 36 3. Skilled as draftsman competent to prepare required drawings

1 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

2 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

3 **1.12 WARRANTY [NOT USED]**

4 **PART 2 - PRODUCTS [NOT USED]**

5 **PART 3 - EXECUTION [NOT USED]**

6 **END OF SECTION**

7

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
8/31/2012	D. Johnson	1.5.A.1 – title of section removed
4/7/2014	M.Domenech	Revised for DAP Application

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3. To facilitate accuracy of records, make entries within 24 hours after receipt of information that the change has occurred.
4. Provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation and examination.

1.10 STORAGE AND HANDLING

A. Storage and Handling Requirements

1. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.
2. In the event of loss of recorded data, use means necessary to again secure the data to the City's approval.
 - a. In such case, provide replacements to the standards originally required by the Contract Documents.

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1.12 WARRANTY [NOT USED]

PART 2 - PRODUCTS

2.1 OWNER-FURNISHED [OR] OWNER-SUPPLIED PRODUCTS [NOT USED]

2.2 RECORD DOCUMENTS

A. Job set

1. Promptly following receipt of the Notice to Proceed, secure from the City, at no charge to the Contractor, 1 complete set of all Documents comprising the Contract.

B. Final Record Documents

1. At a time nearing the completion of the Work and prior to Final Inspection, provide the City 1 complete set of all Final Record Drawings in the Contract.

2.3 ACCESSORIES [NOT USED]

2.4 SOURCE QUALITY CONTROL [NOT USED]

PART 3 - EXECUTION

3.1 INSTALLERS [NOT USED]

3.2 EXAMINATION [NOT USED]

3.3 PREPARATION [NOT USED]

3.4 MAINTENANCE DOCUMENTS

A. Maintenance of Job Set

1. Immediately upon receipt of the job set, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".

- 1 2. Preservation
- 2 a. Considering the Contract completion time, the probable number of occasions
- 3 upon which the job set must be taken out for new entries and for examination,
- 4 and the conditions under which these activities will be performed, devise a
- 5 suitable method for protecting the job set.
- 6 b. Do not use the job set for any purpose except entry of new data and for review
- 7 by the City, until start of transfer of data to final Project Record Documents.
- 8 c. Maintain the job set at the site of work.
- 9 3. Coordination with Construction Survey
- 10 a. At a minimum clearly mark any deviations from Contract Documents
- 11 associated with installation of the infrastructure.
- 12 4. Making entries on Drawings
- 13 a. Record any deviations from Contract Documents.
- 14 b. Use an erasable colored pencil (not ink or indelible pencil), clearly describe the
- 15 change by graphic line and note as required.
- 16 c. Date all entries.
- 17 d. Call attention to the entry by a "cloud" drawn around the area or areas affected.
- 18 e. In the event of overlapping changes, use different colors for the overlapping
- 19 changes.
- 20 5. Conversion of schematic layouts
- 21 a. In some cases on the Drawings, arrangements of conduits, circuits, piping,
- 22 ducts, and similar items, are shown schematically and are not intended to
- 23 portray precise physical layout.
- 24 1) Final physical arrangement is determined by the Contractor, subject to the
- 25 City's approval.
- 26 2) However, design of future modifications of the facility may require
- 27 accurate information as to the final physical layout of items which are
- 28 shown only schematically on the Drawings.
- 29 b. Show on the job set of Record Drawings, by dimension accurate to within 1
- 30 inch, the centerline of each run of items.
- 31 1) Final physical arrangement is determined by the Contractor, subject to the
- 32 City's approval.
- 33 2) Show, by symbol or note, the vertical location of the Item ("under slab", "in
- 34 ceiling plenum", "exposed", and the like).
- 35 3) Make all identification sufficiently descriptive that it may be related
- 36 reliably to the Specifications.
- 37 c. The City may waive the requirements for conversion of schematic layouts
- 38 where, in the City's judgment, conversion serves no useful purpose. However,
- 39 do not rely upon waivers being issued except as specifically issued in writing
- 40 by the City.
- 41 B. Final Project Record Documents
- 42 1. Transfer of data to Drawings
- 43 a. Carefully transfer change data shown on the job set of Record Drawings to the
- 44 corresponding final documents, coordinating the changes as required.
- 45 b. Clearly indicate at each affected detail and other Drawing a full description of
- 46 changes made during construction, and the actual location of items.
- 47 c. Call attention to each entry by drawing a "cloud" around the area or areas
- 48 affected.

- 1 d. Make changes neatly, consistently and with the proper media to assure
- 2 longevity and clear reproduction.
- 3 2. Transfer of data to other Documents
- 4 a. If the Documents, other than Drawings, have been kept clean during progress of
- 5 the Work, and if entries thereon have been orderly to the approval of the City,
- 6 the job set of those Documents, other than Drawings, will be accepted as final
- 7 Record Documents.
- 8 b. If any such Document is not so approved by the City, secure a new copy of that
- 9 Document from the City at the City's usual charge for reproduction and
- 10 handling, and carefully transfer the change data to the new copy to the approval
- 11 of the City.

12 **3.5 REPAIR / RESTORATION [NOT USED]**

13 **3.6 RE-INSTALLATION [NOT USED]**

14 **3.7 FIELD [OR] SITE QUALITY CONTROL [NOT USED]**

15 **3.8 SYSTEM STARTUP [NOT USED]**

16 **3.9 ADJUSTING [NOT USED]**

17 **3.10 CLEANING [NOT USED]**

18 **3.11 CLOSEOUT ACTIVITIES [NOT USED]**

19 **3.12 PROTECTION [NOT USED]**

20 **3.13 MAINTENANCE [NOT USED]**

21 **3.14 ATTACHMENTS [NOT USED]**

22 **END OF SECTION**

23

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
4/7/2014	M.Domenech	Revised for DAP Application

24

Explanation of estimating flagging cost for pre-payment

Since January 1st 2019 FWWR is requiring flagging to be pre-paid, so an estimation of the days and the cost required will need to be considered. To calculate the cost, we need to know the number of days the flagger will be needed and how long each day the flagger will work. The flagging rate on the form is figured on an 8-hour day for the flagger. The flagger will need 1 hour in the morning and 1 hour in the evening to get the protection set up and to take the protection down. An example would be, the contracting crew working an 8-hour day beginning at 0700 and ending at 1500 the flagger would start at 0600 and end at 1600. The cost for flagging for this example would be for 8 hours straight time and 2 hours overtime, $\$105.00 \times 8 = \$840.00 + \$157.50 \times 2 = \315.00 totaling \$1,155.00 for the day. On the form please indicate the number of days estimated and the cost. Once you have completed the bottom portion please print it, sign it and scan the signed copy back to me. Should the work be completed sooner FWWR will refund the unused portion paid and should the time run longer FWWR will invoice for the portion not pre-paid. The refund or invoice will be sent to the information included on the bottom portion of the flagging form. Please feel free to contact me should you have any questions completing the bottom section

Note: General contractor is responsible for the agreement for all subcontractors.

