

**SECTION 01 74 23**  
**CLEANING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

**A. Section Includes:**

1. Intermediate and final cleaning for Work not including special cleaning of closed systems specified elsewhere

**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
3. Section 32-92 13 – Hydro-Mulching, Seeding and Sodding

**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**

**A. Scheduling**

1. Schedule cleaning operations so that dust and other contaminants disturbed by cleaning process will not fall on newly painted surfaces.
2. Schedule final cleaning upon completion of Work and immediately prior to final inspection.

**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 STORAGE, AND HANDLING**

**A. Storage and Handling Requirements**

1. Store cleaning products and cleaning wastes in containers specifically designed for those materials.

**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 MATERIALS**

**A. Cleaning Agents**

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

**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 APPLICATION [NOT USED]**

**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**

**A. General**

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

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

B. Intermediate Cleaning during Construction

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

C. Interior Final Cleaning

1. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed surfaces.
2. Wipe all lighting fixture reflectors, lenses, lamps and trims clean.
3. Wash and shine glazing and mirrors.
4. Polish glossy surfaces to a clear shine.
5. Ventilating systems
  - a. Clean permanent filters and replace disposable filters if units were operated during construction.
  - b. Clean ducts, blowers and coils if units were operated without filters during construction.
6. Replace all burned out lamps.
7. Broom clean process area floors.
8. Mop office and control room floors.

D. Exterior (Site or Right of Way) Final Cleaning

1. Remove trash and debris containers from site.
  - a. Re-seed areas disturbed by location of trash and debris containers in accordance with Section 32 92 13.
2. Sweep roadway to remove all rocks, pieces of asphalt, concrete or any other object that may hinder or disrupt the flow of traffic along the roadway.
3. Clean any interior areas including, but not limited to, vaults, manholes, structures, junction boxes and inlets.

4. If no longer required for maintenance of erosion facilities, and upon approval by City, remove erosion control from site.
5. Clean signs, lights, signals, etc.

**3.11 CLOSEOUT ACTIVITIES [NOT USED]**

**3.12 PROTECTION [NOT USED]**

**3.13 MAINTENANCE [NOT USED]**

**3.14 ATTACHMENTS [NOT USED]**

**END OF SECTION**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

1                                   **SECTION 01 77 19**  
2                                   **CLOSEOUT REQUIREMENTS**

3 **PART 1 - GENERAL**

4 **1.1 SUMMARY**

5       A. Section Includes:

- 6           1. The procedure for closing out a contract

7       B. Deviations from this City of Fort Worth Standard Specification

- 8           1. None.

9       C. Related Specification Sections include, but are not necessarily limited to:

- 10           1. Division 0 – Bidding Requirements, Contract Forms and Conditions of the Contract  
11           2. Division 1 – General Requirements

12 **1.2 PRICE AND PAYMENT PROCEDURES**

13       A. Measurement and Payment

- 14           1. Work associated with this Item is considered subsidiary to the various Items bid.  
15           No separate payment will be allowed for this Item.

16 **1.3 REFERENCES [NOT USED]**

17 **1.4 ADMINISTRATIVE REQUIREMENTS**

18       A. Guarantees, Bonds and Affidavits

- 19           1. No application for final payment will be accepted until all guarantees, bonds,  
20           certificates, licenses and affidavits required for Work or equipment as specified are  
21           satisfactorily filed with the City.

22       B. Release of Liens or Claims

- 23           1. No application for final payment will be accepted until satisfactory evidence of  
24           release of liens has been submitted to the City.

25 **1.5 SUBMITTALS**

- 26       A. Submit all required documentation to City's Project Representative.

28 **1.6 INFORMATIONAL SUBMITTALS [NOT USED]**

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

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

1 **PART 3 - EXECUTION**

2 **3.1 INSTALLERS [NOT USED]**

3 **3.2 EXAMINATION [NOT USED]**

4 **3.3 PREPARATION [NOT USED]**

5 **3.4 CLOSEOUT PROCEDURE**

6 A. Prior to requesting Final Inspection, submit:

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

9 B. Prior to requesting Final Inspection, perform final cleaning in accordance with Section  
10 01 74 23.

11 C. Final Inspection

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

38 D. Notice of Project Completion

- 39 1. Once the City Project Representative finds the Work subsequent to Final Inspection  
40 to be satisfactory, the City will issue a Notice of Project Completion (Green Sheet).

41 E. Supporting Documentation

- 1 1. Coordinate with the City Project Representative to complete the following
- 2 additional forms:
- 3 a. Final Payment Request
- 4 b. Statement of Contract Time
- 5 c. Affidavit of Payment and Release of Liens
- 6 d. Consent of Surety to Final Payment
- 7 e. Pipe Report (if required)
- 8 f. Contractor's Evaluation of City
- 9 g. Performance Evaluation of Contractor
- 10 E. Letter of Final Acceptance
- 11 1. Upon review and acceptance of Notice of Project Completion and Supporting
- 12 Documentation, in accordance with General Conditions, City will issue Letter of
- 13 Final Acceptance and release the Final Payment Request for payment.

- 14 3.5 REPAIR / RESTORATION [NOT USED]
- 15 3.6 RE-INSTALLATION [NOT USED]
- 16 3.7 FIELD [OR] SITE QUALITY CONTROL [NOT USED]
- 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 [NOT USED]
- 22 3.13 MAINTENANCE [NOT USED]
- 23 3.14 ATTACHMENTS [NOT USED]

24 END OF SECTION

25

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
3/22/2021	M Owen	3.4 C. Added language to clarify and emphasize requirement to "Clearing ROW"

26

**SECTION 01 78 23**  
**OPERATION AND MAINTENANCE DATA**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Product data and related information appropriate for City's maintenance and operation of products furnished under Contract
  - 2. Such products may include, but are not limited to:
    - a. Traffic Controllers
    - b. Irrigation Controllers (to be operated by the City)
    - c. Butterfly Valves
- 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**

- A. Schedule
  - 1. Submit manuals in final form to the City within 30 calendar days of product shipment to the project site.

**1.5 SUBMITTALS**

- A. Submittals shall be in accordance with Section 01 33 00 . All submittals shall be approved by the City prior to delivery.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Submittal Form
  - 1. Prepare data in form of an instructional manual for use by City personnel.
  - 2. Format
    - a. Size: 8 ½ inches x 11 inches
    - b. Paper
      - 1) 40 pound minimum, white, for typed pages
      - 2) Holes reinforced with plastic, cloth or metal
    - c. Text: Manufacturer's printed data, or neatly typewritten



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

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

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

**1.7 CLOSEOUT SUBMITTALS [NOT USED]**

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

**1.9 QUALITY ASSURANCE**

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

**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**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE
8/31/2012	D. Johnson	1.5.A.1 – title of section removed

**SECTION 01 78 39**  
**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Work associated with the documenting the project and recording changes to project documents, including:
    - a. Record Drawings
    - b. Water Meter Service Reports
    - c. Sanitary Sewer Service Reports
    - d. Large Water Meter Reports
- 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**

- A. Prior to submitting a request for Final Inspection, deliver Project Record Documents to City's Project Representative.

**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**

- A. Accuracy of Records
  - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
  - 2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.

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".

2. Preservation
    - a. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set.
    - b. Do not use the job set for any purpose except entry of new data and for review by the City, until start of transfer of data to final Project Record Documents.
    - c. Maintain the job set at the site of work.
  3. Coordination with Construction Survey
    - a. At a minimum, in accordance with the intervals set forth in Section 01 71 23, clearly mark any deviations from Contract Documents associated with installation of the infrastructure.
  4. Making entries on Drawings
    - a. Record any deviations from Contract Documents.
    - b. Use an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
    - c. Date all entries.
    - d. Call attention to the entry by a "cloud" drawn around the area or areas affected.
    - e. In the event of overlapping changes, use different colors for the overlapping changes.
  5. Conversion of schematic layouts
    - a. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items, are shown schematically and are not intended to portray precise physical layout.
      - 1) Final physical arrangement is determined by the Contractor, subject to the City's approval.
      - 2) However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the Drawings.
    - b. Show on the job set of Record Drawings, by dimension accurate to within 1 inch, the centerline of each run of items.
      - 1) Final physical arrangement is determined by the Contractor, subject to the City's approval.
      - 2) Show, by symbol or note, the vertical location of the Item ("under slab", "in ceiling plenum", "exposed", and the like).
      - 3) Make all identification sufficiently descriptive that it may be related reliably to the Specifications.
    - c. The City may waive the requirements for conversion of schematic layouts where, in the City's judgment, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the City.
- B. Final Project Record Documents
1. Transfer of data to Drawings
    - a. Carefully transfer change data shown on the job set of Record Drawings to the corresponding final documents, coordinating the changes as required.
    - b. Clearly indicate at each affected detail and other Drawing a full description of changes made during construction, and the actual location of items.

- c. Call attention to each entry by drawing a "cloud" around the area or areas affected.
  - d. Make changes neatly, consistently and with the proper media to assure longevity and clear reproduction.
2. Transfer of data to other Documents
- a. If the Documents, other than Drawings, have been kept clean during progress of the Work, and if entries thereon have been orderly to the approval of the City, the job set of those Documents, other than Drawings, will be accepted as final Record Documents.
  - b. If any such Document is not so approved by the City, secure a new copy of that Document from the City at the City's usual charge for reproduction and handling, and carefully transfer the change data to the new copy to the approval of the City.

**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 [NOT USED]**

**3.14 ATTACHMENTS [NOT USED]**

**END OF SECTION**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE



**APPENDIX**

**GC-6.06.D Disadvantaged Business Enterprise Compliance**

**GC-6.06.D Disadvantaged Business Enterprise  
Compliance**

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# CITY OF FORT WORTH CONTRACT COMPLIANCE MEMORANDUM

**THIS FORM MUST BE ATTACHED TO THE ROUTING "M & C" BEFORE LAW  
DEPARTMENT AND CITY MANAGER APPROVAL**

**To:** Department Project Manager

**From:** Office of Business Equity

**Date:** October 14, 2021

**In the Amount of:** \$1,449,726.40

DOE/Project No.

**Project/Bid:** C. C, Moss and M. L. Phillips SRTS Improvements

**1. Compliance with the City's Disadvantage Business Enterprise (DBE) Program has been achieved by the following method:**

**NORTHSTAR CONSTRUCTION, LLC** is in compliance with the City's DBE Program by committing to 8% DBE participation on this project. The City's DBE goal on this project is 8%.



**City of Fort Worth  
Disadvantaged Business Enterprise  
DBE Subcontractors/Suppliers Utilization Form**

Check applicable box to describe  
Offeror's Certification  
 MW/DBE  NON-MW/DBE

OFFEROR COMPANY NAME: Northstar Construction, LLC

PROJECT NAME: CC Moss and ML Phillips SRTS Improvements

PROJECT NUMBER: CPN 102411 CSJ: 0902-90-084 BID DATE: 09/30/2021

CITY'S DBE PROJECT GOAL: 8 %

Offeror's DBE GOAL COMMITMENT: 8 %

**Please read the following statements prior to executing this form.**

Offerors must provide information on all prospective subcontractor(s)/suppliers who submit bids/quotations in support of this solicitation. Failure to complete this form, in its entirety with supporting documentation, and received by the Purchasing Division no later than 2:00 p.m. on the second City business day after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to the bid specifications.

The Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including DBE(s) arrangements submitted with this bid. The Offeror also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed by the DBE(s) on this contract, by an authorized officer or employee of the City. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this program and creates a material breach of contract may result in a determination of an Irresponsible Offeror and barred from participating in City work for a period of time not less than one (1) year.

Prime contractors must identify by tier level of all subcontractors/suppliers. Tier means the level of subcontracting below the prime contractor/consultant i.e. a direct payment from the prime contractor to a subcontractor is considered 1<sup>st</sup> tier, a payment by a subcontractor to its supplier is considered 2<sup>nd</sup> tier. The prime contractor is responsible to provide proof of payment of all tiered subcontractors identified as a DBE and counting those dollars towards meeting the contract committed goal.

Offerors must also provide the previous years annual gross receipts of all subcontractors/suppliers listed on the utilization form. This information may be expressed in the dollar ranges provided that column.

Counting DBE Participation: If materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the goal. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials and supplies toward the DBE goal. When materials or supplies are purchased from a DBE neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of the materials or supplies delivered to the job site. In all cases, the Offeror is responsible to identify the amounts to be used toward the committed DBE goal.

If hauling services are utilized, separation of dollars for haul-in and haul out is required. In addition, the Offeror will be given credit for utilizing a DBE hauling firm as long as the DBE owns and operates a least one fully licensed and operational truck used on the contract. The DBE may lease trucks from another DBE firm, including DBE owner-operated and receive full DBE credit. The DBE may lease trucks from non-DBEs, including owner-operated, but will only receive credit for the fees and commissions earned by the DBE as outlined in the lease agreement. Note: Be mindful of the 60% rule.



## Disadvantaged Business Enterprise Subcontractors/Suppliers Utilization Form

Check this box  if any subcontractor/supplier is a Sole Source and identify by writing sole source by the subcontractor/supplier name.

NAMES AND ADDRESSES OF SUBCONTRACTORS/SUPPLIERS	TYPE OF WORK TO BE PERFORMED	Specify Tier	CERTIFIED DBE FIRM	PREVIOUS YEARS ANNUAL GROSS RECEIPTS
<b>Name:</b> American Striping Company <b>Address:</b> 11551 Ravenview Road Dallas, Texas 75253 <b>Phone:</b> 972-557-8565 <b>Fax:</b> 972-999-9999 <b>Email:</b> randi@americanstriping.net <b>Contact Person:</b> Ms. Randi Mullins	<b>Type of Work:</b> Pavement Marking  <b>\$ AMOUNT:</b> 104,102.00	1	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Certified By: NCTRCA <input checked="" type="checkbox"/> TxDOT <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil - \$5 mil. <input type="checkbox"/> more than \$5 mil.
<b>Name:</b> DFW Aggregates, LLC <b>Address:</b> 10580 CF Hawn Freeway Dallas, Texas 75217 <b>Phone:</b> 214-217-2107 <b>Fax:</b> 214-217-2109 <b>Email:</b> amandaalonzo@gmail.com <b>Contact Person:</b> Amanda Alonzo	<b>Type of Work:</b> Trucking / Hauling  <b>\$ AMOUNT:</b> 14,000.00	1	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Certified By: NCTRCA <input checked="" type="checkbox"/> TxDOT <input checked="" type="checkbox"/>	<input type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil - \$5 mil. <input type="checkbox"/> more than \$5 mil.
<b>Name:</b> CowTown RediMix <b>Address:</b> P.O. Box 162327 Fort Worth, Texas 76161 <b>Phone:</b> 817-759-1919 <b>Fax:</b> 817-581-0400 <b>Email:</b> maxcowtown@yahoo.com <b>Contact Person:</b> Max Ulrich	<b>Type of Work:</b> Ready Mix Concrete  <b>\$ AMOUNT:</b> 198,500.00	1	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  Certified By: NCTRCA <input checked="" type="checkbox"/> TxDOT <input type="checkbox"/>	<input checked="" type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil - \$5 mil. <input type="checkbox"/> more than \$5 mil.
<b>Name:</b> Barnsco Inc. <b>Address:</b> P.O. Box 541087 Dallas, Texas 75354 <b>Phone:</b> 817-740-2400 <b>Fax:</b> 817-740-2418 <b>Email:</b> greg@barnsco.com <b>Contact Person:</b> Greg Forbess	<b>Type of Work:</b> Concrete Accessories and Reinforcing Steel  <b>\$ AMOUNT:</b> 59,000.00	1	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  Certified By: NCTRCA <input type="checkbox"/> TxDOT <input type="checkbox"/>	<input checked="" type="checkbox"/> less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil - \$5 mil. <input type="checkbox"/> more than \$5 mil.



**Disadvantaged Business Enterprise  
Subcontractors/Suppliers Utilization Form**

NAMES AND ADDRESSES OF SUBCONTRACTORS/SUPPLIERS	TYPE OF WORK TO BE PERFORMED	Specify Tier	CERTIFIED DBE FIRM	PREVIOUS YEARS ANNUAL GROSS RECEIPTS
<b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Contact Person:</b>	Type of Work:  \$ AMOUNT:	Yes <input type="checkbox"/> No <input type="checkbox"/>  Certified By: NCTRCA <input type="checkbox"/> TxDOT <input type="checkbox"/>	less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil - \$5 mil <input type="checkbox"/> more than \$5 mil. <input type="checkbox"/>	
<b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>Fax:</b> <b>Email:</b> <b>Contact Person:</b>	Type of Work:  \$ AMOUNT:	Yes <input type="checkbox"/> No <input type="checkbox"/>  Certified By: NCTRCA <input type="checkbox"/> TxDOT <input type="checkbox"/>	less than \$500K <input type="checkbox"/> \$500K - \$2 mil. <input type="checkbox"/> \$2 mil - \$5 mil <input type="checkbox"/> more than \$5 mil. <input type="checkbox"/>	

The undersigned Offeror agrees to enter into a formal agreement with the DBE firms for work listed in this schedule, conditioned upon execution of a contract with the City of Fort Worth. The intentional and/or knowing misrepresentation of facts is grounds for consideration of disqualification and will result in the bid being considered non-responsive to bid specifications.

*Michael A. Heimlich*

ALL DBES MUST BE CERTIFIED BEFORE CONTRACT AWARD.

Michael A. Heimlich

Authorized Signature

Printed Signature

President

Sandy Martinez, Contract Administrator

Title

Contact Name and Title (if different)

Northstar Construction, LLC

817-244-8886

Company Name

Fax Number

2112 Solona Street

Phone Number  
mike@northstar93.com

Address

Email Address

Fort Worth, Texas 76117

10/04/2021

City/State/Zip Code

Date



**City of Fort Worth**  
**Business Equity Division Specifications**  
**SPECIAL INSTRUCTIONS FOR OFFERORS**

**APPLICATION OF POLICY**

If the total dollar value of the City funded contract is \$100,000 or more, then a Business Equity contracting goal is applicable. A Business Equity Firms refers to certified Minority-, and/or Women-, owned Business Enterprises (M/WBE).

**POLICY STATEMENT**

It is the policy of the City of Fort Worth to ensure the full and equitable participation of Business Equity Firms when applicable, in the procurement of all goods and services. All requirements and regulations stated in the City's current Business Equity Ordinance No.24534-11-2020 apply to this bid.

**BUSINESS EQUITY GOAL**

The City's M/WBE goal on this project is 0 % of the base bid value of the contract.

(If federally funded) The City's DBE goal on this project is 8.0 % of the base bid value of the contract.

A Business Equity Prime Contractor can count its self-performance services towards meeting the Business Equity Goal for the assigned NAICS commodity codes on their MBE or WBE certification. If the Business Equity Prime Contractor cannot self-perform all of the work, it will be accountable for subcontracting with certified Business Equity firms to meet the overall goal.

**COMPLIANCE TO BID SPECIFICATIONS**

On City funded contracts \$100,000 or more where a Business Equity Goal is applied, offerors are required to comply with the intent of the City's Business Equity Ordinance by meeting or exceeding the above stated goal through one of the following methods: 1. Business Equity subcontracting participation, or; 2. Commercial useful function services performed by the Business Equity Prime to count towards the goal, or; 3. Combination of Business Equity Prime services and Business Equity subcontracting participation, or; 4. Business Equity Joint Venture participation, or; 5. Good Faith Effort documentation, or; 6. Prime Waiver documentation.

**SUBMITTAL OF REQUIRED DOCUMENTATION**

The Utilization Plan shall be due at the time specified in the solicitation. The applicable documents **must** be received by the Purchasing Division, within the time allocated, in order for the entire bid to be considered responsive to the specifications. The offeror shall deliver the Business Equity documentation in person (or email if designated within project specifications) to the appropriate employee of the Purchasing Division and obtain a date/time receipt. Such receipt shall be evidence that the City received the documentation in the time allocated. Documents are to be received no later than 2:00 p.m., on the second City business day after the bid opening date, exclusive of the bid opening date. **Faxed copies will not be accepted.** Exception: CFA, ICA, and CDBG projects, documents will be submitted to the City Project Manager if publicly bid or to the Developer if privately bid.

The Offeror must submit one of the following documentation:

1. **Utilization Form**, if the goal is met or exceeded, and signed **Letter(s) of Intent** from both the Offeror and Sub-contractor(s),
2. **Good Faith Effort Form and Utilization Form**, including supporting documentation, if participation is less than stated goal, or no Business Equity participation is accomplished, and signed **Letter(s) of Intent** for any participation achieved,
3. **Prime Contractor Waiver Form**, including supporting documentation, if the Offeror will perform all subcontracting/supplier opportunities,
4. **Joint Venture Form**, if goal is met or exceeded with a Joint Venture.

These forms can be found on-line at: <https://apps.fortworthtexas.gov/ProjectResources/>

**FAILURE TO COMPLY WITH THE CITY'S BUSINESS EQUITY ORDINANCE, WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE TO SPECIFICATIONS.**

**FAILURE TO SUBMIT THE REQUIRED BUSINESS EQUITY DOCUMENTATION WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE. A SECOND FAILURE WILL RESULT IN THE OFFEROR BEING DISQUALIFIED FOR A PERIOD OF ONE YEAR. AN OFFEROR'S THREE FAILURES TO COMPLY, WITHIN A FIVE-YEAR PERIOD, TO THE CITY'S BUSINESS EQUITY ORDINANCE WILL RESULT IN THE OFFEROR BEING CONSIDERED NON-RESPONSIVE AND MAY DISQUALIFY THE OFFEROR UP TO 5 YEARS FROM BIDDING ON CITY BIDS.**

Any questions, please contact the Business Equity Division at (817) 392-2674.



PRIME/OFFEROR/OWNER COMPANY NAME:	8.0
PROJECT NAME:	CC Moss and ML Phillips SRTS Improvements
PROJECT NUMBER: 102411	BID DATE: 9/30/2021
City's Business Equity Goal: <input checked="" type="checkbox"/> (Check if addressing DBE Goal)	8.0 %
Offeror's Business Equity (or DBE) Commitment:	%
Check all applicable boxes to describe Prime/Offeror/Owner's Classification:	<input type="checkbox"/> Not Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> HUB <input type="checkbox"/> VOSB <input type="checkbox"/> Section 3 <input type="checkbox"/> NCTRCA <input type="checkbox"/> D/FW MSDC <input type="checkbox"/> TX DOT <input type="checkbox"/> WSCS <input type="checkbox"/> Other
Certifying Agency:	<input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Caucasian <input type="checkbox"/> Asian <input type="checkbox"/> Native American <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary
Definitions:	Business Equity Firm: Certified MBE Minority Business Enterprise or WBE Women Business Enterprise    DBE: Disadvantaged Business Enterprise
HUB:	Historically Under Utilized Business    VOSB: Veteran Owned Small Business    Section 3: Certified Housing Urban Development Vendors

**ALL BUSINESS EQUITY FIRMS MUST BE CERTIFIED BEFORE CONTRACT AWARD**

Failure to complete this form, in its entirety, and received by the Purchasing Division no later than 2:00 p.m. on the second City business day after bid opening, exclusive of bid opening date, will result in the bid being considered non-responsive to bid specifications. Exception: CFA, ICA, and CDBG projects, documents will be submitted to the City Project Manager if publicly bid or to the Developer if privately bid.

The undersigned Prime/Offeror agrees to enter into a formal agreement with the Business Equity firm(s) listed in this utilization schedule, conditioned upon execution of a contract with the City of Fort Worth (Exception: Developer projects). The intentional and/or knowing misrepresentation of facts is grounds for consideration of disqualification and will result in the bid being considered non-responsive to bid specifications.

Business Equity firms listed toward meeting the project goal must be located in the City's marketplace at the time of bid or the business has a Significant Business Presence in the Marketplace. The marketplace is the City of Fort Worth including portions of Denton, Parker, Wise, and all of Tarrant, Dallas, and Johnson counties.

Certified means those firms, located within the Marketplace, that have been determined to be a bona-fide minority or women business enterprise by the North Central Texas Regional Certification Agency (NCTRCA), Dallas/Fort Worth Minority Supplier Development Council (DFW MSDC) and Women's Business Council-Southwest (WBCS).

If hauling services are utilized, the Prime/Offeror will be given credit as long as the Business Equity firm listed owns and operates at least one fully licensed and operational truck to be used on the contract. The Business Equity firms may lease trucks from another Business Equity firm, including Business Equity owner-operated, and receive full Business Equity credit. The Business Equity firm may lease trucks from non-Business Equity firms, including owner-operated, but will only receive credit for the fees and commissions earned by the Business Equity, as outlined in the lease agreement. Note: For DBE Goals, 60% of the services count towards the goal. Please see below.

Counting DBE Participation: If materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the goal. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials and supplies toward the DBE goal. When materials or supplies are purchased from a DBE neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of the materials or supplies delivered to the job site. In all cases, the Prime/Offeror is responsible to identify the amounts to be used toward the committed DBE goal.





### Business Equity Utilization Form

Please note that only certified Business Equity firms will be counted to meet the Business Equity goal. Prime/Offerors are required to identify ALL subcontractors/suppliers, regardless of status; i.e., Business Equity firms and non-Business Equity firms. Prime/Offerors must identify by tier level all subcontractors/suppliers. Tier means the level of subcontracting below the Prime/Offeror i.e. a direct payment from the Prime/Offeror to a subcontractor is considered 1st tier, a payment by a subcontractor to its supplier is considered 2nd tier. Business Equity firms are to be listed before non-Business Equity firms. The Prime/Offeror is responsible to provide proof of payment of all tiered sub-contractors/suppliers identified as a Business Equity firm and counting those dollars towards meeting the contract committed goal.

Certified Business Equity Prime/Offeror Contractors counting their self-performance towards meeting the contract goal, must be certified within those NAICS commodity codes with a certifying agency acceptable by the City of Fort Worth. Certified Business Equity Prime/Offeror counting self-performing services towards the goal, the service(s) to be performed should be listed first on the Utilization form.

Check this box  if certified Prime Contractor services will be counting towards the Business Equity contracting goal. Please list services first below.

Please list certified Business Equity firm names as listed on their certification, including DBA names.

NAMES AND ADDRESSES OF CONTRACTORS/SUPPLIERS	TYPE OF SERVICES/SUPPLIES PROVIDED (NAICS Required)	Specify Tier Name 1st Tier	Certification Agency	Gender and Ethnicity:
Business Name: Address: Phone: Email: Contact Person:	Type of Service/Supplies:  NAICS Code: \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
Business Name: Address: Phone: Email: Contact Person:	Type of Service/Supplies:  NAICS Code: \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
Business Name: Address: Phone: Email: Contact Person:	Type of Service/Supplies:  NAICS Code: \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American



### Business Equity Utilization Form

Please include multiple copies of this page if needed to list all contractors and suppliers.

NAMES AND ADDRESSES OF CONTRACTORS/SUPPLIERS	TYPE OF SERVICES/SUPPLIES PROVIDED (NAICS Required)	Specify Tier Name 1st Tier	Certification Agency	Gender and Ethnicity:
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	Type of Service/Supplies:  NAICS Code:  \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	Type of Service/Supplies:  NAICS Code:  \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	Type of Service/Supplies:  NAICS Code:  \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American
<b>Business Name:</b> <b>Address:</b> <b>Phone:</b> <b>Email:</b> <b>Contact Person:</b>	Type of Service/Supplies:  NAICS Code:  \$ AMOUNT:		Certified By: <input type="checkbox"/> DFW MSDC <input type="checkbox"/> NCTRCA <input type="checkbox"/> TXDOT <input type="checkbox"/> WBCS <input type="checkbox"/> Other:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Non-Binary <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native American



**Business Equity Utilization Form**

Total Dollar Amount of Certified Prime/Offeror Services towards contract goal	\$
Total Dollar Amount of Business Equity (or DBE if applicable) Subcontractors/Suppliers	\$
Total Dollar Amount of Non-Business Equity Subcontractors/Suppliers	\$
<b>TOTAL DOLLAR AMOUNT OF CERTIFIED PRIME/ALL SUBCONTRACTORS/SUPPLIERS</b>	<b>\$</b>

The Prime/Offeror will not make additions, deletions, or substitutions to this certified list without the prior approval of the Business Equity Division through the submittal of a **Request for Approval of Change/Addition online**. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accord with the procedures outlined in the ordinance. The Prime/Offeror shall submit a detailed explanation of how the requested change/addition or deletion will affect the committed Business Equity goal. If the detail explanation is not submitted, it will affect the final compliance determination.

By affixing a signature to this form, the Prime/Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including non-Business Equity firms. The Prime/Offeror also agrees to allow an audit and/or examination of any books, records and files held by their company. The Prime/Offeror agrees to allow the transmission of interviews with owners, principals, officers, employees and applicable subcontractors/suppliers participating on the contract that will substantiate the actual work performed by the Business Equity firms on this contract, by an authorized officer or employee of the City. A Prime/Offeror who intentionally and/or knowingly misrepresents material facts shall be Debarred for a period of time of not less than three (3) years.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Printed Signature \_\_\_\_\_

Contact Name and Title (if different) \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_



City of Fort Worth  
Business Equity Division

**Prime Contractor Waiver Form**

PRIME/OFFEROR COMPANY NAME:		Check applicable box to describe Prime/ Offeror's Certification	
PROJECT NAME:		<input type="checkbox"/> Business Equity firm	<input type="checkbox"/> Non-Business Equity firm
CC Moss and ML Phillips SRTS Improvements		BID DATE	
City's Business Equity Goal:		PROJECT NUMBER	
8.0 %	Offeror's Business Equity Project Commitment:	102411	
	%		

If both answers to this form are YES, do not complete ATTACHMENT 1C (Good Faith Effort Form). All questions on this form must be completed and provide a detailed explanation. If the answer to either question is NO, then you must complete ATTACHMENT 1C. This form is only applicable if both answers are yes.

**Failure to complete this form in its entirety and be received by the Purchasing Division no later than 2:00 p.m., on the second City business day after bid opening, exclusive of the bid opening date, will result in the bid being considered non-responsive to bid specifications. Exception: CFA, ICA, and CDBG projects, documents will be submitted to the City Project Manager if publicly bid or to the Developer if privately bid.**

<b>Will you perform this entire contract without subcontractors?</b>	<input type="checkbox"/>	YES
If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an operational profile of your business.	<input type="checkbox"/>	NO
<b>Will you perform this entire contract without suppliers?</b>	<input type="checkbox"/>	YES
If yes, please provide a detailed explanation that proves based on the size and scope of this project, this is your normal business practice and provide an inventory profile of your business.	<input type="checkbox"/>	NO

The Prime/Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed by all subcontractors, including Business Equity firms on this contract, the payment thereof and any proposed changes to the original Business Equity firm arrangements submitted with this bid. The Prime/Offeror also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed by the Business Equity firms on this contract, by an authorized officer or employee of the City. Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from City work for a period of not less than three (3) years and for initiating action under Federal, State or Local laws concerning false statements. Any failure to comply with this ordinance creates a material breach of contract and may result in a determination of an irresponsible Prime/Offeror and barred from participating in City work for a period of time not less than one (1) year.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Contact Name (if different)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date



2.) Obtain a current (not more than two (2) months old from the bid open date) list of Business Equity subcontractors and/or suppliers from the City's Business Equity Division.

Yes

Date of Listing \_\_\_\_\_

No

3.) Did you solicit bids from Business Equity firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by telephone, exclusive of the day the bids are opened?

Yes (If yes, attach list to include name of Business Equity firm, person contacted, phone number and date and time of contact.)

No

4.) Did you solicit bids from Business Equity firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by fax, exclusive of the day the bids are opened?

Yes (If yes, attach list to include name of Business Equity firm, fax number and date and time of contact. In addition, if the fax is returned as undeliverable, then that "undeliverable confirmation" received must be printed directly from the facsimile for proper documentation. Failure to submit confirmation and/or "undeliverable confirmation" documentation may render the GFE non-responsive.)

No

5.) Did you solicit bids from Business Equity firms, within the subcontracting and/or supplier areas previously listed, at least ten calendar days prior to bid opening by email, exclusive of the day the bids are opened?

Yes (If yes, attach email confirmation to include name of Business Equity firm, date and time. In addition, if an email is returned as undeliverable, then that "undeliverable message" receipt must be printed directly from the email system for proper documentation. Failure to submit confirmation and/or "undeliverable message" documentation may render the GFE non-responsive.)

No

**NOTE: The three methods identified above are acceptable for soliciting bids, and each selected method must be applied to the applicable contract. The Prime/Offeror must document that either at least two attempts were made using two of the three methods or that at least one successful contact was made using one of the three methods in order to be deemed responsive to the Good Faith Effort requirement.**

**NOTE: The Prime/Offeror must contact the entire Business Equity list specific to each subcontracting and supplier opportunity to be in compliance with questions 3 thru 5.**

6.) Did you provide plans and specifications to potential Business Equity firms?

Yes

No

7.) Did you provide the information regarding the location of plans and specifications in order to assist the Business Equity firms?

Yes

No

8.) Did you prepare a quotation for the Business Equity firms to bid on goods/services specific to their skill set?

- Yes (If yes, attach all copies of quotations.)  
 No

9.) Was the contact information on any of the listings not valid?

- Yes (If yes, attach the information that was not valid in order for the Business Equity Division to address the corrections needed.)  
 No

10.) Submit documentation if Business Equity firms quotes were rejected. The documentation submitted should be in the firms forms of an affidavit, include a detailed explanation of why the Business Equity firms was rejected and any supporting documentation the Prime/Offeror wishes to be considered by the City. In the event of a bona fide dispute concerning quotes, the Prime/Offeror will provide for confidential in-camera access to an inspection of any relevant documentation by City personnel.

*(Please use additional sheets, if necessary, and attach.)*

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

**ADDITIONAL INFORMATION:**

Please provide additional information you feel will further explain your good and honest efforts to obtain Business Equity firm participation on this project.

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The Prime/Offeror further agrees to provide, directly to the City upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The Prime/Offeror also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized officer or employee of the City.

A Prime/Offeror who intentionally and/or knowingly misrepresents material facts shall be Debarred for a period of time of not less than three (3) years.

The undersigned certifies that the information provided and the Business Equity firms listed was/were contacted in good faith. It is understood that any Business Equity firms listed in Attachment 1C will be contacted and the reasons for not using them will be verified by the City's Business Equity Division.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

8.0  
\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Contact Name and Title (if different)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

Business Equity Division  
Email: DVIN\_BEOffice@fortworthtexas.gov  
Phone: (817) 392-2674





**CITY OF FORT WORTH**  
**Joint Venture Eligibility Form**  
*All questions must be answered; use "N/A" if not applicable.*

Name of City project: CC Moss and ML Phillips SRTS Improvements

A joint venture form must be completed on each project

RFP/Bid/Project Number: CPN 102411

**1. Joint venture information:**

Joint Venture Name:			
Joint Venture Address: <i>(If applicable)</i>			
Telephone:	E-mail:		
Fax:			
<b>Identify the firms that comprise the joint venture:</b> <i>Please attach extra sheets if additional space is required to provide detailed explanations of work to be performed by each firm comprising the joint venture</i>			
<b>Business Equity Firm Name:</b>		<b>Non-Business Equity Firm Name:</b>	
Business Firm Contact Name:		Business Firm Contact Name:	
Business Address:		Business Address:	
Telephone:	Fax:	Telephone:	Fax:
E-mail:		E-mail:	
<b>Certification Status:</b>			
Name of Certifying Agency:			

**2. Scope of work performed by the Joint Venture:**

Describe the scope of work of the Business Equity firm:	Describe the scope of work of the non-Business Equity firm:

3. What is the percentage of Business Equity firm participation on this joint venture counting towards the project goal? \_\_\_\_\_

4. Attach a copy of the joint venture agreement.

5. List components of ownership of joint venture: *(Do not complete if this information is described in joint venture agreement)*

Profit and loss sharing:	
Capital contributions, including equipment:	
Other applicable ownership interests:	

6. Identify by name, race, sex and firm those individuals (with titles) who are responsible for the day-to-day management and decision making of the joint venture:

Financial decisions (to include Account Payable and Receivable):	
Management decisions:	
a. Estimating	
b. Marketing and Sales	
c. Hiring and Firing of management personnel	
d. Purchasing of major equipment and/or supplies	
Supervision of field operations	

The City's Business Equity Division will review your joint venture submission and will have final approval of the Business Equity percentage applied toward the goal for the project listed on this form.

**NOTE:** From and after the date of project award, if any of the participants, the individually defined scopes of work or the dollar amounts/percentages change from the originally approved information, then the participants must inform the City's Business Equity Division immediately for approval. Any unjustified change or deletion shall be a material breach of contract and may result in debarment in accord with the procedures outlined in the City's Business Equity Ordinance.

**AFFIDAVIT**

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operation of the joint venture. Furthermore, the undersigned shall agree to provide to the joint venture the stated scope of work, decision-making responsibilities and payments herein.

The City also reserves the right to request any additional information deemed necessary to determine if the joint venture is eligible. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the eligibility process.

The undersigned agree to permit audits, interviews with owners and examination of the books, records and files of the joint venture by any authorized representatives of the City of Fort Worth. Failure to comply with this provision shall result in the termination of any contract, which may be awarded under the provisions of this joint venture's eligibility and may initiate action under Federal, State and/or Local laws/ordinances concerning false statements or willful misrepresentation of facts.

Name of Business Equity Firm:	Name of Non-Business Equity Firm:
Name of Owner:	Name of Owner:
Signature of Owner	Signature of Owner
Printed Name of Owner	Printed Name of Owner
Signature of Owner:	Signature of Owner
Title	Title
Date	Date

**Notarization**

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

and

to me personally known and who, being duly sworn, did execute the foregoing affidavit and did state that they were properly authorized to execute this affidavit and did so as their free act and deed.

Notary Public \_\_\_\_\_  
Print Name

Notary Public \_\_\_\_\_  
Signature

Commission Expires \_\_\_\_\_

(seal)

<b>County</b>	<b>Tarrant</b>
<b>Highway</b>	<b>VA</b>
<b>Limits</b>	<b>From: CC Moss Elementary School to ML Phillips Elementary School in Fort Worth, Texas</b>

**DISADVANTAGED BUSINESS ENTERPRISES  
REQUIREMENTS**

The following goal for disadvantaged business enterprises is established:

**DBE  
8.0%**

**DISADVANTAGED BUSINESS ENTERPRISES**  
**REQUIREMENTS**

**PROJECT:** CC Moss and ML Phillips SRTS Improvements  
**HIGHWAY:** VA  
**COUNTY:** TARRANT  
**TXDOT CSJ:** 0902-90-084

The following goal for disadvantaged business enterprises is established:

**DBE**  
**8.00%**

**Certification of DBE Goal Attainment**

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substitute the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the bid proposal guarantee of the Bidder will be property of the City of Fort Worth and the Bidder will be excluded for rebidding on the project when it is re-advertised.

# Buy America

## § 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

## **CHILD SUPPORT STATEMENT**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.





# OSHA Implementation Procedures

The following requirements are to be followed for this project.

*§ 635.108 Health and safety.*

Contracts for projects shall include provisions designed:

- (a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and
- (b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

## Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Northstar Construction, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Michael A. Heimlich, President

Printed Name and Title of Contractor's Authorized Official

September 30, 2021

Date

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Title _____, <i>if known:</i>  Congressional District, <i>if known:</i> 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Northstar Construction, LLC 2112 Solana Street Fort Worth, Texas 76117  Congressional District, <i>if known:</i> 4c	
<b>6. Federal Department/Agency:</b> Department of Transportation /	<b>7. Federal Program Name/Description:</b> Irene Street - Safe Routes to School Improvements  CFDA Number, <i>if applicable:</i> 0902-50-125	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ 2,438,672.40	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  NONE	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  NONE	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the file above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Michael A. Heimlich</u> Print Name: <u>Michael A. Heimlich</u> Title: <u>President</u> Telephone No.: <u>817-244-8885</u> Date: <u>09/30/2021</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

**Non-Collusion Affidavit and Debarment Certification**

**PROJECT: CC MOSS AND ML PHILLIPS SRTS IMPROVEMENTS**

**HIGHWAY: VA**

**COUNTY: TARRANT**

**TXDOT CSJ: 0902 90 084**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME OR FOR A CORPERATION**

The bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF BIDDER**

Name of Bidder : Michael A. Heimlich  
Print or type individual name

Trading and doing business as Northstar Construction, LLC  
Print or type firm name

2112 Solona Street, Fort Worth, Texas 76117

Address

Lucas Heimlich  
Witness

Lucas S. Heimlich  
Print or type witness' name

Michael A. Heimlich  
Signature of Bidder, Individually

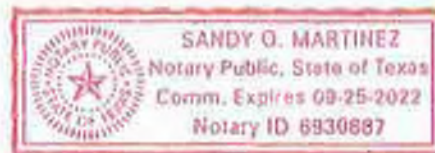
Michael A. Heimlich, President  
Print or type signer's name  
If a Corporation affix Corporate Seal

**AFFIDAVIT MUST BE NOTARIZED**

**NOTARY SEAL**

Subscribed and sworn to before me this the 30th day of September, 2021.

day of 20  
Sandy O. Martinez  
Signature of Notary Public



# Texas Department of Transportation INSTRUCTIONS

Form 1560-CS  
Professional Provider Insurance  
(Rev. 03/13)  
Page 1 of 2  
(Previously Known As Form 1560-CSS)

## BEFORE YOU SUBMIT THIS FORM, MAKE SURE:

- ♦ You have the most current 1560-CS TxDOT form. Go to the following TxDOT Internet site: <http://www.txdot.gov/business/consultants/insurance.html> then look for the Form 1560-CS.
- ♦ You have entered the 11-digit Vendor Identification Number, which includes your nine-digit FEIN (Federal Employer Identification Number).
- ♦ You have entered each authorized agent's complete address, telephone number, policy expiration dates, sign and date.
- ♦ If more than one agent covers different types of insurance (one writes Workers' Compensation, but another writes Auto), both have issued the certificate in its entirety.
- ♦ You have provided all requested information on the forms, which may be faxed but must be followed up with the originally signed forms to the address listed below.
- ♦ The form is being submitted in connection with a professional services contract.
- ♦ For construction and maintenance contracts, go to the following TxDOT Internet site: <http://www.txdot.gov/business/contractors/contractor-insurance.html> then look for the Form 1560.

**DO NOT COMPLETE THIS FORM UNLESS WORKERS' COMPENSATION IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TxDOT.**

**To avoid work suspension, an updated insurance form must reach the address listed below one business day prior to the expiration date.** List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service company is providing insurance, the staff leasing company name is shown first as the named insured and then in parenthesis identify the contractor/client company (i.e. XYZ Staff 4 U, Inc.-staff leasing service company (ABC Engineering, Inc.)). Show contact information (i.e. address, phone number, and etc.) for the insured/staff leasing service company in the appropriate spaces. Show the contact information (i.e. address, phone number, and etc.) for the contractor/client company in the appropriate spaces. The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects or contracts on this form. Over-stamping or over-typing entries on the certificate of insurance are not acceptable if they change the provisions of the certificate in any manner. Stamped, typed, or printed signatures are not acceptable. Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike through or cross out the pre-printed limit. Binder numbers are not acceptable for policy numbers.

## WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees, including relatives. The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law. GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

## COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence
	\$100,000 for aggregate

**MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.**

## BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Business Automobile Policy may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage. Personal Automobile Liability Insurance is not an acceptable substitute for a Business Automobile Policy.

**MAIL CERTIFICATES TO:**  
Texas Department of Transportation  
Contract Services Office  
125 E. 11th St.  
Austin, TX 78701-2483  
512-416-4620 (V) 512-416-4621 (F)

CC Moss and ML Phillips SRTS Improvements  
CPN 102411



# Texas Department of Transportation (TxDOT) CERTIFICATE OF INSURANCE

Form 1560-CS  
Professional Provider Insurance  
(Rev. 03/13)  
Page 2 of 2  
(Previously Known As Form 1560-CSS)

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page one of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Vendor ID Number (11 digits): \_\_\_\_\_

Contractor/Client (if applicable): \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Vendor ID Number (11 digits): \_\_\_\_\_

**Workers' Compensation Insurance Coverage:**

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone Number:		
Address:			City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability	
Workers' Compensation				Not Less Than: Statutory - Texas	

**Commercial General Liability Insurance:**

Carrier Name:			Carrier Phone Number:		
Address:			City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability	
Commercial General Liability Insurance Bodily Injury Property Damage  <b>OR</b> Commercial General Liability Insurance				Not Less Than: \$500,000 each occurrence \$100,000 each occurrence \$100,000 for aggregate  <b>OR</b> \$600,000 combined single limit	

**Automobile Liability Insurance:**

Carrier Name:			Carrier Phone Number:		
Address:			City:	State:	Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability	
Business Automobile Policy Bodily Injury  Property Damage				Not Less Than: \$250,000 each person \$500,000 each occurrence \$100,000 each occurrence	

**Authorized Agent name, address and zip code:**

*THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 555.021 and 553.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Area Code ( ) \_\_\_\_\_

Authorized Agent's Phone Number \_\_\_\_\_ Original Signature of Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

## **Bidder Certification**

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

# CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

By signing this proposal the contractor is giving assurances that all subcontract agreements of \$10,000 or more on this project will incorporate the following:

- Special Provision "Certification of Nondiscrimination in Employment"
- Special Provision "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)
- Special Provision "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)
- Form FHWA 1273 "Required Contract Provisions Federal-aid Construction Contracts"  
(Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of \$10,000 or more)
- Applicable "Wage Determination Decision"

Also, by signing this proposal the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions.



CSJ: 0902-90-084  
Project: STP 2022(069)TP  
County: TARRANT

**ENGINEER SEAL**

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper Notification to the responsible engineer is an Offence under the Texas Engineering Practice.



08/25/2021

*Scott R. Arnold, P.E.*

General Decision Number: TX2020026 03/13/2020

Superseded General Decision Number: TX2019026

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in Texas.

Heavy Construction Projects (Including Water and Sewer Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	03/13/2020

\* PLUM0146-002 11/01/2013

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.53	9.50

SUTX1990-041 06/01/1990

	Rates	Fringes
CARPENTER.....	\$ 10.40	\$3.64
Concrete Finisher.....	\$ 9.31	
ELECTRICIAN.....	\$ 13.26	
Form Setter.....	\$ 7.86	
Laborers:		
Common.....	\$ 7.25	
Utility.....	\$ 8.09	
PAINTER.....	\$ 10.89	
Pipelayer.....	\$ 8.43	
Power equipment operators:		
Backhoe.....	\$ 11.89	3.30
Bulldozer.....	\$ 10.76	
Crane.....	\$ 13.16	3.30
Front End Loader.....	\$ 10.54	
Mechanic.....	\$ 10.93	
Scraper.....	\$ 10.00	
Reinforcing Steel Setter.....	\$ 10.64	
TRUCK DRIVER.....	\$ 7.34	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13766, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

CC Moss and ML Phillips SRTS Improvements  
CPN 102411

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: 50LA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was Union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 3.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION\*

# Prison Produced Materials

## *635.417 Convict produced materials.*

- (a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:
  - (1) Produced by convicts who are on parole, supervised release, or probation from a prison or
  - (2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.
- (b) Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

## Differing Site Conditions

- (a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under [23 U.S.C. 106](#):

(1) *Differing site conditions.*

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) *Suspensions of work ordered by the engineer.*

- (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment

(excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

- (iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**(3) Significant changes in the character of work.**

- (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
  - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

- (1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.
- (2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.



Specification Data

**Basis of Estimate**

Item	Description	Rate	Unit
166	Fertilizer (16-8-8)	600 lb./acre**	ton
168	Vegetative Watering	169,400 gal./acre	1,000 gal.

\*\* Non-Pay, for Contractor's Information Only.

Single lane closures, except as otherwise shown in the plans, will be restricted to off-peak hours as defined in the following table:

Peak Hours		Off-Peak Hours	
7 to 9 AM Monday through Friday	4 to 6 PM Monday through Friday	9 AM to 4 PM and 6 PM to 7 AM Monday through Friday	All day Saturday and Sunday

Existing storm sewers and utilities are shown from the best available information. Verify the location of all underground facilities prior to starting work.

The following Holiday/Event lane closure restriction requirements apply to this project:  
 No work that restricts or interferes with traffic shall be allowed between 3 PM on the day preceding a Holiday or Event and 9 AM on the day after the Holiday or Event.

<b>Holiday Lane Closure Restrictions</b>	
<b>New Year's Eve and New Year's Day</b> (December 31 through January 1)	3 PM December 30 through 9 AM January 2
<b>Easter Holiday Weekend</b> (Friday through Sunday)	3PM Thursday through 9 AM Monday
<b>Memorial Day Weekend</b> (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
<b>Independence Day</b> (July 3 through July 5)	3 PM July 2 through 9 AM July 6
<b>Labor Day Weekend</b> (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
<b>Thanksgiving Holiday</b> (Wednesday through Sunday)	3 PM Tuesday through 9 AM Monday
<b>Christmas Holiday</b> (December 23 through December 26)	3 PM December 22 through 9 AM December 27

Plan work schedules around the appropriate dates above to ensure productive work is performed without lane closures.

**Modifications to Lane Closure / Work Restrictions:**

Submit a request in writing for approval by the Engineer a minimum of 10 days in advance of implementing a change to lane closure restrictions.

When deemed necessary, the Engineer will lengthen, shorten, or otherwise modify lane closure restrictions as traffic conditions warrant.

When deemed necessary, the Engineer will modify the list of major events when new events develop, existing events are rescheduled, or when warranted.

Special Events/ Special Situations will be handled on a case-by-case basis. No work restricting lane closures is allowed from 3 PM a day before to 9 AM the day after the Special Event or Special Situation.

County: TARRANT

Control: 0902-90-084

Highway: VA

Prevention of Migratory Bird Nesting

It is anticipated that migratory birds, a protected group of species, may try to nest on bridges, culverts, vegetation, or gravel substrate, at any time of the year. The preferred nesting season for migratory birds is from February 15 through October 1. When practicable, schedule construction operations outside of the preferred nesting season. Otherwise, avoid nests containing migratory birds and perform no work in the nesting areas until the young birds have fledged.

Structures

Do not begin bridge and culvert construction operations until swallow nesting prevention is implemented, until after October 1 if it's determined that swallow nesting is actively occurring, or until it's determined swallow nests have been abandoned. If the State installed nesting deterrent on the bridges and culverts, maintain the existing nesting deterrent to prevent swallow nesting until October 1 or completion of the bridge and culvert work, whichever occurs earlier. If new nests are built and occupied after the beginning of the work, do not perform work that can interfere with or discourage swallows from returning to their nests. Prevention of swallow nesting can be performed by one of the following methods:

1. By February 15 begin the removal of any existing mud nests and all other mud placed by swallows for the construction of nests on any portion of the bridge and culverts. The Engineer will inspect the bridges and culverts for nest building activity. If swallows begin nest building, scrape or wash down all nest sites. Perform these activities daily unless the Engineer determines the need to do this work more frequently. Remove nests and mud through October 1 or until bridge and culvert construction operations are completed.
2. By February 15 place a nesting deterrent (which prevents access to the bridge and culvert by swallows) on the entire bridge (except deck and railing) and culverts.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by nesting swallows. This work is subsidiary to the various bid items.

The Contractor's attention is directed to the following list of temporary easements and their expiration dates:

Parcel Number	Expiration Date
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\* Note : The final list of temporary easements are yet to be finalized.

Complete all work in these easement areas prior to the expiration dates shown. In the event that work is done after these expiration dates, all costs for extending these dates will be paid by the Contractor.

General Notes

Remove all existing fences within the right of way and remove and replace all existing fences within easements where such fences conflict with the work. Protect the remaining fence from damage due to slacking. Erect temporary fencing in the easement areas as necessary to secure the property. Provide at least one week notice to the property owner prior to removing or relocating the fence. Restore permanent fencing to an equal or better condition.

Mail box manipulation made necessary because of construction will be in accordance with Item 560 "Mailbox Assemblies," except that this work will not be paid for directly but will subsidiary to the pertinent bid items.

Provide all-weather surface for temporary ingress and egress to adjacent property, as directed. Materials, labor, equipment and incidentals necessary to provide temporary ingress and egress will not be paid for directly but will be subsidiary to the various bid items.

Where necessary, the governing slopes indicated herein may be varied from the limits shown, to the extent approved.

On superelevated curves the shoulders will have the same cross-slope as the pavement, unless otherwise indicated.

On superelevated curves where the grade line is in a sag or on a flat grade, overlay the shoulders to the extent necessary to prevent trapping of water on the high side.

All driveway openings will be determined by the Engineer and will conform with Texas Department of Transportation "Regulations for Access Driveways to State Highways" adopted September 1953, and revised June 2004.

Locations and lengths of all private entrances are approximate only. The actual locations, lengths, lines, and grades are to be established in the field.

Locations and lengths of all private entrances are approximate only. The actual locations, lengths, lines and grades are to be determined by the Engineer and shall conform to the regulations of The City of Fort Worth.

Do not discolor or damage existing curb and curb and gutter during construction operations. In the event of discoloration or damage, clean or repair as directed.

Remove the grass from the crown of shoulders or pavement edges by blading or other approved methods. Payment for this work will not be made directly but will be subsidiary to the various items of the contract.

#### General Notes

**County:** TARRANT

**Control:** 0902-90-084

**Highway:** VA

The City will perform certain preliminary work and will complete the work in such sequence and manner that the Contractor will be able to begin his work at the specified time.

The State will perform certain preliminary work and will complete the work in such sequence and manner that the Contractor will be able to begin his work at the specified time.

**Item 8. Prosecution and Progress**

Working days will be computed and charged in accordance with Article 8.3.1.5, 'Calendar Day.'

**Item 100. Preparing Right of Way**

Measurement for this item will be along the centerline of the project with the limits of measurements as shown on the plans.

**Item 105. Removing Treated and Untreated Base and Asphalt Pavement**

Cement, lime, and/or lime fly-ash treated base material removed on this project will become the property of the Contractor.

**Item 110. Excavation**

Review proposed waste sites to determine if any site is located in a "Base Floodplain" or "Floodway" as defined by the Federal Emergency Management Agency (FEMA).

If waste material from this project is placed in a base floodplain as defined by FEMA, obtain a permit from the local community responsible for enforcing National Flood Insurance Program (NFIP) regulations. Ensure that the owner of the property receiving the waste has obtained the necessary permit.

**Item 16L. Compost**

Place approximately 4" of compost manufactured topsoil (CMT) on all cut and fill slopes (except drainage channels where flexible channel liners are indicated), at other locations shown on the plans, or as directed.

**Item 162. Sodding for Erosion Control**

Furnish and place Bermudagrass sod. To obtain an estimate on quantities, it was assumed to replace 3' of sod on either side of the proposed sidewalk.

**Item 168. Vegetative Watering**

Furnish and install an approved rain gauge at the project site, as directed. Furnishing and installation of the rain gauge will not be paid for directly but will be subsidiary to Item 168.

Apply vegetative watering for an establishment period of thirteen weeks following application of seed or installation of sod, at a rate of 1/2 inch of water depth per week (approximately 13,030 gallons per acre). During the first four weeks after seeding, apply water twice per week, on non-consecutive days, each at half the weekly application rate. For the remainder of the establishment period, apply vegetative watering once per week during the months of January through June or September through December, at the weekly application rate; apply watering twice per week, on non-consecutive days during the months of July and August, each at one-half the weekly application rate.

Average weekly rainfall rates for the District are:

January—0.39"	April—0.86"	July—0.48"	October—0.68"
February—0.46"	May—1.00"	August—0.47"	November—0.46"
March—0.48"	June—0.63"	September—0.74"	December—0.37"

**Item 360. Concrete Pavement**

Furnish a CSS-1P with greater than 50% asphalt residue for the tack coat on this project.

When using the Hardy Chair-Lok to support reinforcing steel, chair spacing may be increased to 1.67 sq. yd. per chair, placed in a diamond or square pattern. Do not exceed 60" longitudinal spacing.

The provisions of Article 360.6.2, "Deficient Thickness Adjustment," will not be a requirement and the pavement will not be cored.

Include the approved mix design number on each delivery ticket.

**Item 502. Barricades, Signs, and Traffic Handling**

Permanent signs may be installed when construction in an area is complete and they will not conflict with the traffic control plan for the remainder of the job.

County: TARRANT

Control: 0902-90-084

Highway: VA

Existing signs are to remain as long as they do not interfere with construction and they do not conflict with the traffic control plan.

Any sign not detailed in the plans but called for in the layout will be as shown in the current "Standard Highway Sign Designs for Texas".

When traffic is obstructed, arrange warning devices in accordance with the latest edition of the "Texas Manual on Uniform Traffic Control Devices".

Cover or remove any work zone signs when work or condition referenced is not occurring.

Do not place barricades, signs, or any other traffic control devices where they interfere with sight distance at driveways or side streets. Provide access to all driveways during all phases of construction unless otherwise noted in the plans or as directed.

**Item 506. Temporary Erosion, Sedimentation, and Environmental Controls**

The SW3P for this project will consist of using the following items as directed:

- Temporary sediment control fence
- Erosion control logs

Remove accumulated sediment or replace SW3P controls when the capacity has been reduced by 50% or when the depth of sediment at the control structure exceeds one foot.

**Items 530 And 531. Intersections, Driveways and Turnouts, and Sidewalks**

The furnishing and installation of the sand cushion in proposed sidewalks, sidewalk ramps, and driveways will not be paid for directly but will be subsidiary to this bid item.

**Item 666. Reflectorized Pavement Markings with Retroreflective Requirements**

Collection of retroreflectivity readings using a mobile retroreflectometer is the preferred method. If retroreflectivity readings are collected using a portable or handheld unit, then measurement is defined as a collective average of at least 20 readings taken along a 200-foot test section. A minimum of three measurements will be required per mile of roadway. Measurements collected on a centerline stripe will be averaged separately for stripe in each direction of travel.