

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**CORZINE DRIVE – DRAINAGE IMPROVEMENTS**  
FROM ARKANSAS LN TO W. PIONEER PARKWAY

IN THE

CITY OF DALWORTHINGTON GARDENS, TARRANT COUNTY, TEXAS



COPIES OF THESE CONTRACT DOCUMENTS AND SPECIFICATIONS MAY BE PURCHASED  
FOR \$50.00 PER SET FROM:

CITY OF DALWORTHINGTON GARDENS  
2600 ROOSEVELT DRIVE  
DALWORTHINGTON GARDENS, TEXAS 76016

**PREPARED BY:**  
**KYLON M. WILSON, P.E.**  
**TOPOGRAPHIC, CO.**  
**TBPELS FIRM NO. 18409**  
**May 24, 2023**

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## NOTICE TO BIDDERS

**SEALED PROPOSALS** addressed to the City of Dalworthington Gardens, Texas will be received at City Hall, 2600 Roosevelt Drive, Dalworthington Gardens, Texas 76016 until:

**2:00 P.M. Thursday, June 29, 2023**

for the furnishing of all labor, materials, and equipment and the performing of all work required for the **CORZINE DRIVE DRAINAGE IMPROVEMENTS** in Dalworthington Gardens, and other improvements incidental thereto, at which time and place the proposals will be publicly opened and read aloud.

BIDS shall be submitted in sealed envelopes upon the blank form of proposal furnished. Sealed envelopes shall be marked BID FOR CORZINE DRIVE DRAINAGE IMPROVEMENTS FOR THE CITY OF DALWORTHINGTON GARDENS, TEXAS. DO NOT OPEN UNTIL 2:00 P.M. Thursday, June 29, 2023

**PLANS AND SPECIFICATIONS** and contract documents will be available for download in electronic (pdf) format on the City of Dalworthington Gardens website. Bidders are responsible for obtaining all addenda to the contract documents prior to the bid receipt time and acknowledging them at the time of receipt. Information regarding the status of addenda may be obtained by contacting the City Administrator at (817) 275-1234. Responses that do not acknowledge all applicable addenda may be rejected as non-responsive.

The major work for this project shall consist of the following:

DEMOLISH AND HAUL OFF 1123 SF OF EXISTING CONCRETE DRIVEWAY. INSTALL/REPAIR 1123 SF OF EXISTING CONCRETE DRIVEWAY. DEMOLISH AND HAUL OFF 985 SF OF EXISTING ASPHALT DRIVEWAY. INSTALL/REPAIR 985 SF OF EXISTING ASPHALT DRIVEWAY. PERFORM 344 CY GENERAL EXCAVATION. BACKFILL AND COMPACT 858 CY OF EXISTING TRENCH. INSTALL 240 LF 24" OF CMP SLOTTED PIPE. INSTALL 210 LF OF 24" CMP PIPE. INSTALL 135 LF OF 30" OF CMP SLOTTED PIPE. INSTALL 305 LF OF 30" CMP PIPE. INSTALL 260 LF OF 42" OF CMP SLOTTED PIPE. INSTALL 185 LF OF 42" CMP PIPE. CONNECT TO 6 EXISTING STORM PIPES. INSTALL 1870 LF OF CONCRETE 1' WIDE CONCRETE RIBBON ON EACH SIDE OF SLOTTED DRAIN. DEMOLISH AND HAUL OFF 278 SF OF CONCRETE APRON AROUND INLET ON EAST SIDE OF CORZINE LN. INSTALL 278 SF OF CONCRETE APRON AROUND NEW GRATE INLET. INSTALL 2-4'X4' SQUARE CONCRETE MANHOLE. CUT 2-24"X6" INLET AT GRADE AND EPOXY COAT OPENINGS . INSTALL 1-24" RCP CONCRETE RISER PIPE. INSTALL 1 GRATE INLET AND FRAME. FORM AND REPOUR INLET BOX. TRAFFIC CONTROL. INSTALL BERMUDA SOD.

In case of ambiguity or lack of clearness in stating proposal prices, the City of Dalworthington Gardens reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids. No bid may be withdrawn within forty-five (45) days after the date on which bids are opened.

**CITY OF DALWORTHINGTON GARDENS, TEXAS**

By: Lola Smith  
City Administrator

**ADVERTISEMENT DATES: June 14, 2023**  
**June 21, 2023**

# **SPECIAL INSTRUCTIONS TO BIDDERS**

## **1. Bid Security:**

A certified check or cashier's check or acceptable bidder's bond made payable to the City of Dalworthington Gardens, Texas, in an amount of five percent (5%) of the bid submitted shall accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required. For the bid bond to be acceptable, the surety company issuing said bond shall be licensed to do business in the State of Texas and shall be included on the current U.S. Treasury list of acceptable sureties, and the amount of the bond written by any one acceptable company shall not exceed the amount shown on the treasury list for that company.

## **2. Pre-Qualification of Bidders:**

**Pre-qualification of bidders is required.** The Owner requires the low bidder to furnish a written experience record consisting of at least three (3) projects of similar scope and type completed or currently under construction over the past 10-year period. If the bidder has not been doing business as the subject firm for ten (10) years, an experience record consisting of three (3) similar projects within the past five (5) years will be acceptable. In addition, the number of employees, current commitments and a current equipment schedule (owned, not rented) shall accompany the experience record. The Owner reserves the right to use these items of data to influence a decision as to the award of the Contract.

## **3. Wage Rates:**

Attention is called to the fact that not less than the prevailing wage rates, as hereinafter set forth in the Special Provisions of these Contract Documents, which are made a part hereof, must be paid on this project.

## **4. Bonds:**

A performance bond and a payment bond, each in the amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required on this project. Additionally, a two (2) year maintenance bond, in the amount of not less than fifty percent (50%) of the final contract price, will be required on this project. Bonds shall be payable to the City of Dalworthington Gardens, Texas. The life of the maintenance bond shall be from the date of acceptance of the project by the City of Dalworthington Gardens.

## **5. Power of Attorney:**

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

## **6. Pre-Bid Conference:**

No pre-bid conference is scheduled for this project. The City, however, welcomes all potential bidders to visit the site prior to the bid opening. Please contact Lola Smith, City Administrator, at (817) 275-1234 for access to the site at least 24 hours in advance of your visit.

## **7. Standard Specifications:**

All related work required by this project shall be in accordance with the North Central Texas Council of Government's "Standard Specifications for Public Works Construction", Fifth Edition, with all amendments thereto, except as modified in the Contract Documents by reference and are made a part thereof. Omission of any standard from this project's Contract Documents does not mean that such section is not applicable to this project.

## **8. Lump Sum Contract:**

The Contract for this project contains 'Lump Sum' prices. As such, the Owner reserves the right to add and/or delete work as may be required (not to exceed by twenty-five percent (25%) of the original contract amount) to produce a complete project. In the event the increase pertains to items not originally included in the bid, the Contractor shall submit a bid in writing to the Owner for approval.

It is agreed that lump sum prices may be increased to cover additional work ordered by the Owner but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions; similarly, lump sum prices may be decreased to cover deletion of work so ordered.

The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done by another contractor other than said Contractor.

It is understood that quantities of work to be done at unit prices is approximate only and are intended principally to serve as a guide in evaluating bids. Any change order shall be approved by the City Administrator and/or City Council.

## **9. Measurement and Payment:**

The basis of payment for the pay items noted in the Bid Proposal shall be full compensation for furnishing all labor, materials, equipment, and incidentals required to complete the work as specified and as shown in the project drawings. Any item of work not specifically listed for payment but required by the project documents shall be considered an incidental item of the project and no specific payment will be made.

## **10. Liquidated Damages for Failure to Enter into Contract:**

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

## **11. Conditions of Work / Obligation of Bidder:**

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation(s) to furnish all material, labor, equipment and incidentals necessary to carry out the provisions of this Contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or City of Dalworthington Gardens public employees.

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

## **12. Addenda and Interpretations:**

Should a bidder find discrepancies in, or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer in order that a written addendum may be prepared and posted on the City's website. Answers to all requests for clarifications, interpretations and/or explanations will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Any addenda issued will be posted on the City's website. The bid proposal as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer, with the appropriate recognition of addenda so noted in the bid proposal.

No oral interpretation of the meaning of plans, specifications or other pre-bid documents will be binding. Every request for such interpretation shall be in writing, addressed to Lola Smith, City Administrator, City of Dalworthington Gardens, 2600 Roosevelt Drive, Dalworthington Gardens, TX 76016 and to be given consideration, must be received at least **five (5) calendar days** prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and plans.

## **13. Laws and Regulations:**

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



## **14. Submittals:**

Prior to commencement of construction on this project the Contractor shall submit to the City Engineer and have his approval for all submittals as required in the Special Provisions.

## **15. Insurance:**

After award of Contract, the successful bidder must comply with all insurance requirements specified in Item 103.4 INSURANCE of the NCTCOG Standard Specifications, except as modified below. Failure of the otherwise successful bidder to comply (and document compliance) with the subject insurance requirements within 10 days after award of Contract shall entitle the Owner to the proceeds of the bidder's security (i.e., the cashier's check or bid bond). The Owner may then exercise its right to award the Contract to another bidder.

The successful bidder, in lieu of naming the OWNER and ENGINEER, as "additional insureds" on his (and his subcontractor's) General Liability Policy (or policies) may provide through his general liability carrier a separate Protective Liability Policy specifically covering the OWNER and ENGINEER. In either case, the coverage shall be the NCTCOG Item 103 basic coverage and limits specified plus the \$1,000,000 umbrella coverage specified.

The successful bidder, in lieu of substantiating his/her insurance coverage and that of each of his subcontractors by providing separate Certificates of Insurance for each company (i.e. the successful bidder and each subcontractor), may opt to include required basic and umbrella coverage of all subcontractors by endorsement to his policies; however, for this option to be acceptable, his/her insurer must clearly state on the Certificate of Insurance that this coverage covers all subcontractors for the subject project.

## **16. State Sales Tax:**

This Contract is for the improvement of public works property which has been dedicated to, and for the use of the Public and the City of Dalworthington Gardens, an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act.

The Contractor performing this Contract can probably purchase, rent, or lease all material, supplies, and equipment used or consumed in the performance of this Contract by issuing to his supplier an exemption certificate in lieu of the tax in accordance with the provisions set out in Item 107.15 STATE AND LOCAL SALES AND USE TAXES of the NCTCOG Standard Specifications.

## **17. Traffic Control:**

The Contractor will be required to plan and execute the construction work in such manner that the businesses and residents in the area of the improvements will have access to their property with a minimum of interruption. The Contractor shall maintain all traffic lanes and/or detours to the satisfaction of the Engineer and the City of Dalworthington Gardens.

## **18. Ambiguity:**

In case of ambiguity or lack of clearness in stating prices in the Bid Proposal, the City reserves the right to adopt the most advantageous construction thereof to the City or to reject the Bid Proposal.

## **19. Barricades and Warning Signs:**

Barricades and warning signs shall be placed in accordance with the requirements of the City of Dalworthington Gardens and the current edition of the MUTCD and any other requirements necessary for the safety and protection of the public.

## **20. Protection of Utilities:**

The Contractor shall determine the exact location of all existing utilities (including sprinkler heads) and conduct his work so as to prevent interruption of service or damage to them. The Contractor shall protect existing structures and utilities and shall be responsible for their replacement if damaged by him. Utility locations as shown on the Plans are approximate and in all cases shall be field verified by Contractor prior to project construction. The Engineer has attempted to indicate all the existing underground utilities; however, whether or not this has been accomplished is not guaranteed; therefore, the Contractor shall locate all existing utilities, whether shown on the Plans or not; this location by the Contractor shall be accomplished prior to actual construction.

## **21. Water for Construction:**

All water required for construction shall be furnished by the Contractor at his expense.

## **22. Liquidated Damages for Delay:**

It is understood and agreed between the parties hereto that time is of the essence of the Contract, and that for each day of delay beyond the completion date of this Contract (after due allowance for such extension of time as is provided herein) the Contractor shall pay the City as liquidated damages for each day of such delay in accordance with Item 108.8.1, Schedule (a) of the NCTCOG Standard Specifications. It being understood between the parties hereto that the sum shall be treated as liquidated damages and not as a penalty, and the City may withhold from the Contractor's compensation such sums as liquidated damages.

### **23. Supervision and Inspection:**

The work will be inspected in accordance with specific requirements herein and any additional requirements imposed by the City of Dalworthington Gardens. Inspection shall be performed by the Engineer and the City inspection staff. Final inspection shall jointly be performed by the Engineer and the City. No changes to the Plans or Specifications shall be authorized without specific approval of the Engineer and the City.

### **24. Payment:**

Payment shall be made in accordance with the General Conditions of Agreement. The Contractor's requests for payment will be submitted to the Engineer monthly for approval; actual payment will then be made by the City.

### **25. Waste Material:**

All excess excavation and other waste material shall be wasted in locations approved by the Engineer. All material shall be spread in uniform layers over the area being filled and shall be disposed of in such a manner as to present a neat appearance and to not obstruct proper drainage or to cause injury to street improvements or to abutting property.

### **26. Clean-up for Final Acceptance:**

The Contractor shall make a final cleanup of all parts of the work before final acceptance by the City or its representative. This cleanup shall include removal of all objectionable rocks, pieces of asphalt or concrete, and other construction materials, and in general preparing the site of the work in an orderly manner and appearance.

### **27. Final Acceptance and Final Payment:**

The Engineer, upon his, and the City's satisfactory final inspection of the project and upon receipt of satisfactory written evidence from the Contractor that all subcontractors and persons furnishing labor or materials have been paid in full and all persons claiming damages to property or persons because of the carrying on of this work have been settled with, or their claims dismissed, or the issues joined, shall certify the estimate for final payment after previous payments and any liquidated damages have been deducted and shall notify the Contractor and his surety of the acceptance of the project.

Upon delivery of the final payment, the Contractor shall sign a written acceptance of the final estimate as payment in full for the work done. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

## **28. Contractor's Duty:**

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this Contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the City being interested only in the result obtained and conformity of such completed improvements to the Plans, Specifications and Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the

improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the Engineer shall not be interpreted as requiring or allowing Contractor to deviate from the Plans and Specifications, the intent of such drawings, specifications and any other such instruction being to define with particularity the agreement of the parties as to the work the Contractor is to perform. Contractor shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the Contract, and for loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in progress, or any visit or observation during construction, or any clarification of Plans and Specifications, by the Engineer, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the Contractor to be for the purpose of observing the extent and nature of work to be completed or being performed, as measured against the purpose of enabling the Contractor to more fully understand the Plans and Specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the Contractor in performing said Contract, and the adequacy of any designs, plans, or other facilities for accomplishing such performance. Deviation by the Contractor from Plans and Specifications that may have been in evidence during any such visitation or observation by the Engineer, or any of his representatives, whether called to the Contractor's attention or not shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said Plans and Specifications.

## **29. Contractor's Understanding:**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, and character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City or Engineer whether before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

## **30. Award of Contract:**

The City reserves the right to award the Contract to a Contractor who has not submitted the low bid or not to award the Contract at all if they so desire.

### **31. Arbitration:**

The arbitration procedure contemplated by the General Conditions shall be "final offer" arbitration -- i.e., the party requesting arbitration shall submit an offer of settlement to the arbitrator, with a copy to the other party. The other party shall submit its offer in reply in the same manner. The arbitrator, one or more, shall select the one of the two offers which most nearly carries out the spirit and intent of the Contract under the facts as submitted to the arbitrator.

### **32. Subsidiary Work:**

Any and all work specifically governed by documentary requirements for the project, such as conditions imposed by permits, the Plans, the Technical Specifications, or these Special Contract Documents, in which no specific "Bid Item" has been provided in the Proposal, shall be considered as subsidiary items of work, the cost of which shall be included in the Total Amount Bid in the Proposal.

### **33. Access to Site:**

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located at the site. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time the construction will be started at their drive-ins or entrances and informed as to the length of time driveways will be closed, which period shall not exceed six (6) hours.

No public road shall be entirely closed over night. It shall be the responsibility of the Contractor to build and maintain all weather by-passes and detours, if necessary, and to properly light, barricade, and mark all by-passes and detours that might be required on and across the roads involved in the work included in this Contract.

### **34. Use by Owner Prior to Final Acceptance:**

The Owner reserves the right, as its interests may direct, to connect into and use prior to final completion and acceptance, such portions of the work as are installed in place and ready for service, provided that in so doing the Owner does not cause the Contractor hindrance or delay in prosecuting his operations. It shall be fully understood, however, that use of partially completed work by the Owner does not constitute acceptance of that part or any other part thereof.

### **35. Materials Testing:**

All testing of materials required by these plans and specifications shall be performed by a commercial testing laboratory under the direction of a Professional Engineer registered in the State of Texas and approved by the Owner. The expense of such tests shall be borne by the Contractor.

**- END OF SPECIAL INSTRUCTIONS TO BIDDERS -**

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION**

***Disadvantaged Business Enterprises (DBEs)*** are encouraged to participate in City of Dalworthington Garden's bid. The Purchasing Office will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Dalworthington Gardens recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program  
General Services Commission    OR  
PO Box 13047  
Austin, TX 78711-3047  
512-463-5872

North Central Texas  
***Regional Certification Agency***  
624 Six Flags Drive, Suite 216  
Arlington, TX 76011  
817-640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

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FIRM NAME SUBMITTING THE BID

---

REPRESENTATIVE

---

TITLE OF AUTHORIZED REPRESENTATIVE

---

ADDRESS

---

CITY, STATE, ZIP

---

TELEPHONE NUMBER

---

FACSIMILE NUMBER

***Indicate all that apply:***

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

**PROHIBITION ON CONTRACTS WITH  
COMPANIES BOYCOTTING ISRAEL**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name of Certifying Official) (Title or Position of Certifying Official)

of \_\_\_\_\_, does hereby verify on behalf of said  
(Name of Company)

company to the City of Dalworthington Gardens that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# LOCAL GOVERNMENT OFFICER CONFLICTS FORM CIS DISCLOSURE STATEMENT

(Instructions for completing and filing this form are provided on the next page.)

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

## OFFICE USE ONLY

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

**1 Name of Local Government Officer**

**2 Office Held**

**3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

**4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

**5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6 SIGNATURE**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP / SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**OR**

**(2) Unsworn Declaration**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

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**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

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

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

# FINANCIAL STATEMENT

Condition of Bidder at close of Business month, \_\_\_\_\_, 20\_\_\_\_

## ASSETS

1.	Cash on hand	\$ _____	
	In Bank	\$ _____	
	Elsewhere	\$ _____	\$ _____
2.	Accounts receivable from completed contracts (exclusive of claims not approved for payment)	\$ _____	
3.	Accounts receivable from other sources than above	\$ _____	
4.	Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion)		\$ _____
5.	Deposits for bids on other guarantees		\$ _____
6.	Notes Receivable Past Due	\$ _____	
	Due 90 days	\$ _____	
	Due Later	\$ _____	\$ _____
7.	Interest Earned	\$ _____	
8.	Real Estate, Business Property, present value	\$ _____	
	Other property, present value	\$ _____	\$ _____
9.	Stocks & Bonds, Listed on Exchange	\$ _____	
	Unlisted	\$ _____	\$ _____
10.	Equipment, Machinery, Fixtures	\$ _____	
	Less Depreciation	\$ _____	\$ _____
11.	Other Assets	\$ _____	
	<b>TOTAL ASSETS</b>	\$ _____	\$ _____

# LIABILITIES AND NET WORTH

1. Notes Payable to Banks Regular	\$ _____	
(For Certified Checks)	\$ _____	
Equipment Obligations	\$ _____	
Others	\$ _____	\$ _____
2. Accounts Payable Current	\$ _____	
Past Due	\$ _____	\$ _____
3. Real Estate Mortgages	\$ _____	
4. Other Liabilities	\$ _____	
5. Reserves	\$ _____	
6. Capital Stock Paid Up		
Common	\$ _____	
Preferred	\$ _____	
7. Surplus	\$ _____	
<b>TOTAL LIABILITIES</b>	\$ _____	\$ _____



**List of Surety Bonds in Force on above Uncompleted Work:**

Date of Contract Award	Type of Bond <sup>1</sup>	Amount of Bond	Name and Address of Surety
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<sup>1</sup>List every type of bond separately. If one project has more than one type of bond, list each and every bond for that project on a separate line.



## **EQUIPMENT SCHEDULE**

**List of Equipment owned by bidder that is in serviceable condition and available for use:**

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**Portions of work Bidder proposes to sublet if awarded the Contract including amount and type:**

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**BID PROPOSAL**

**for**

**CORZINE DRIVE DRAINAGE IMPROVEMENTS**

TO: Honorable Mayor and City Council  
City of Dalworthington Gardens  
2600 Roosevelt Drive  
Dalworthington Gardens, Texas 76016

- 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within ten (10) days after the date of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - 3.1 BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
_____	_____
_____	_____
_____	_____

- 3.2 BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- 3.3 BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- 3.4 BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect to said Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 3.5 BIDDER has correlated the results of all such observations, examinations, investigations, explorations, test, reports, and studies with the terms and conditions of the Contract Documents.
- 3.6 BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
5. It has been determined that the existing exterior tank finish contains no lead.
6. BIDDER will coordinate and complete the work as directed by City staff and at the prices indicated in the following schedule:

**BASE BID**

<b>PAY ITEM</b>	<b>APPROX. QUANTITY</b>	<b>DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT BID</b>
SP- 49.01	1 LS	Mobilization/Demobilization, for the sum of: <hr/> Dollars & <hr/> Cents	<hr/> \$	<hr/> \$
SP- 49.02	1123 SF	Demolish and haul off existing concrete driveway, for the sum of: <hr/> Dollars & <hr/> Cents	<hr/> \$	<hr/> \$
SP- 49.03	1123 SF	Install/Repair existing concrete driveway, for the sum of: <hr/> Dollars & <hr/> Cents	<hr/> \$	<hr/> \$
SP- 49.04	985 SF	Demolish and haul off existing asphalt driveway, for the sum of: <hr/> Dollars & <hr/> Cents	<hr/> \$	<hr/> \$
SP- 49.05	985 SF	Install/Repair existing asphalt driveway, for the sum of: <hr/> Dollars & <hr/> Cents	<hr/> \$	<hr/> \$
SP- 49.06	344 CY	Perform general excavation, for the sum of: <hr/> Dollars & <hr/> Cents	<hr/> \$	<hr/> \$
SP- 49.07	858 CY	Backfill and compact existing trench, for the sum of: <hr/> Dollars & <hr/> Cents	<hr/> \$	<hr/> \$

SP-49.08	420 LF	Install 24" of CMP slotted pipe, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP-49.09	210 LF	Install 24" CMP pipe, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP-49.10	135 LF	Install 30" of CMP slotted pipe, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP-49.11	305 LF	Install 30" CMP pipe, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP-49.12	260 LF	Install 42" of CMP slotted pipe, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP-49.13	185 LF	Install 42" CMP pipe, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP-49.14	6 EA	Connect to existing storm pipe, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP-49.15	1870 LF	Install concrete 1 FT wide concrete ribbon on each side of slotted drain, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$

SP- 49.16	278 SF	Demolish and haul off concrete apron around inlet on east side of Corzine Ln, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP- 49.17	278 SF	Install concrete apron around new grate inlet, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP- 49.18	2 EA	Install 4'x4' square concrete manhole, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP- 49.19	2 EA	Cut 24"x6" inlet at grade and epoxy coat opening , for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP- 49.20	3 LF	Install 24" RCP concrete riser pipe, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP- 49.21	1 EA	Install grate inlet and frame, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP- 49.22	1. L.S.	Form and repour inlet box, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$
SP- 49.23	1. L.S.	Traffic control, for the sum of:	<u>Dollars &amp;</u>		
			<u>Cents</u>	\$	\$

SP-  
49.24 1510 SY

Install Bermuda sod, for the  
sum of:

Dollars &		
Cents	\$	\$

**TOTAL BID AMOUNT** \_\_\_\_\_

7. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform to the Work. BIDDER understands that the quantities shown in the previous schedule, and as modified by change order, will be the actual quantities paid by the OWNER for the completion of the work.
8. BIDDER agrees that the Work will be completed and ready for final payment within **sixty (60)** consecutive calendar days from the date when the contract time commences.
9. BIDDER accepts the provisions of the Standard Form of Construction Agreement as to liquidated damages in the event of failure to complete the work on time.
10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Respectfully submitted,

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Submitted by \_\_\_\_\_ (a corporation)

doing business as \_\_\_\_\_

Communication concerning this Bid should be directed to the attention of \_\_\_\_\_

\_\_\_\_\_



# STANDARD FORM OF CONSTRUCTION AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, A.D. 2023, by and between the City of Dalworthington Gardens of the County of Tarrant and State of Texas acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

OWNER and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

## ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good and first-class workmanlike manner as specified and indicated in the Contract Documents, of which are incorporated in this Agreement in their entirety as if they were herein set out at length written word for word. The CONTRACTOR shall furnish all labor, materials, tools and equipment required to perform and complete the Work in strict accordance with these Contract Documents. The Work is described as follows:

### CORZINE DRIVE DRAINAGE IMPROVEMENTS

## ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, the prices shown in the bidder's proposal, which total the following amount:

\_\_\_\_\_ and XX/100 Dollars  
(\$\_\_\_\_\_).

### **ARTICLE 3. CONTRACT TIME / LIQUIDATED DAMAGES.**

Unless otherwise stated in this Agreement, **time shall be considered of the essence.**

- a. When **time is of** the essence, the CONTRACTOR shall be liable for failure to deliver or delay in delivery occasioned by and including without limitation strikes, lock-outs, inability of obtaining material or shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental acts and regulations of the Federal and State governments or any subdivision thereof, unless such governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the CONTRACTOR prior to submission of his/her bid and City Council's acceptance thereof.
- b. When **time is not of** the essence, this Agreement shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, acts of God, or government regulation. Provided, however, to the extent that the CONTRACTOR has any commercially reasonable alternative method of performing this Contract by purchase on the market or otherwise, he/she shall not be freed of his/her obligation hereunder by this clause, even though the goods intended for this Contract were destroyed or their delivery delayed because of any event described above.

As time is of the essence on this Contract, CONTRACTOR agrees to commence work under this Contract within ten (10) days from the date specified in the "Notice to Proceed" and to totally complete the Work within 60 consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the Special Provisions. The CONTRACTOR further agrees to pay liquidated damages in accordance with Item 108.8.1 of the NCTCOG Standard Specifications, for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the Special Provisions. It is understood between the parties hereto that the amount per day shall be treated as liquidated damages and not as a penalty, and the OWNER may withhold from the CONTRACTOR's compensation such sums as liquidated damages.

## **ARTICLE 4. PARTIAL PAYMENT.**

OWNER shall make payments to the CONTRACTOR in the following manner: On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. Ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$ 400,000). Five percent (5%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and conditions of the Contract.

## **ARTICLE 5. DISCRIMINATION.**

The CONTRACTOR agrees, in connection with the performance of work under this Contract as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.
- c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the Contract may be canceled or

terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.

## **ARTICLE 6. ENTIRE CONTRACT.**

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

## **ARTICLE 7. MODIFICATION.**

This Contract cannot be modified except by a writing signed by both parties.

## **ARTICLE 8. VARIABLES IN COST.**

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this Contract nor excuse nonperformance or delay on his/her part.

## **ARTICLE 9. VENUE.**

This Contract shall be governed by the laws of the State of Texas.

## **ARTICLE 10. CONTRACT DOCUMENTS.**

Documents Listed. The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

- ( 1) This Agreement
- ( 2) "Notice to Bidders" advertisement
- ( 3) Bidder's Proposal
- ( 4) Special Instructions to Bidders

- ( 5) Performance, Payment, and Maintenance Bonds
- ( 6) Certificate of Insurance
- ( 7) Notice to Proceed
- ( 8) Special Provisions
- ( 9) General Conditions
- (10) Project Construction Plans (Drawings and Details)
- (11) North Central Texas Council of Governments' "Standard Specifications for Public Works Construction" (Fifth Edition)
- (12) North Central Texas Council of Governments' "Standard Drawings for Public Works Construction" (Current Edition)
- (13) North Central Texas Council of Government references

IN TESTIMONY WHEREOF, the CITY OF DALWORTHINGTON GARDENS has caused this instrument to be signed in its corporate name, and on its behalf by its Mayor, duly authorized to execute this instrument by the City Council and

\_\_\_\_\_

(CONTRACTOR)

a corporation acting by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

**City of Dalworthington Gardens** \_\_\_\_\_

**OWNER**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: **Mayor** \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## PERFORMANCE BOND

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of Texas, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the CITY OF DALWORTHINGTON GARDENS (hereinafter referred to as "Owner"), in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [not less than 100% of the approximate total amount of the Contract as evidenced in the bid proposal] for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, for

### CORZINE DRIVE DRAINAGE IMPROVEMENTS

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans (drawings), specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said Contract and the plans and specifications hereto affixed, then this obligation shall be void; otherwise, to remain in full force and effect.

**PERFORMANCE BOND** (Continued)

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute(s) to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

_____	_____
<i>(Principal)</i>	<i>(Surety)</i>
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____
_____	_____

**PERFORMANCE BOND** (Continued)

The name and address of the Resident Agent of Surety is:

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**PAYMENT BOND**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF TARRANT**       §

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of Texas, (hereinafter referred to as "Principal"), and \_\_\_\_\_ hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the CITY OF DALWORTHINGTON GARDENS (hereinafter referred to as "Owner"), in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_)[not less than 100% of the approximate total amount of the Contract as evidenced in the bid proposal] for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 22 , for

**CORZINE DRIVE DRAINAGE IMPROVEMENTS**

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract agreed to by the Principal, and according to the true intent and meaning of said

## PAYMENT BOND (Continued)

Contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute(s) to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 .

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

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

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

**PAYMENT BOND** (Continued)

The name and address of the Resident Agent of Surety is:

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**MAINTENANCE BOND**

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF TARRANT**        §

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ as Principal (hereinafter referred to as "Contractor"), and \_\_\_\_\_ as Surety (hereinafter referred to as "Surety"), are held and firmly bound unto the CITY OF DALWORTHINGTON GARDENS, a municipal corporation, as Obligee, (hereinafter referred to as "Owner"), in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
*(DETERMINED AS STATED IN SPECIAL PROVISIONS)*

for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

Contractor has by written Agreement entered into a Contract with Owner for the:

**CORZINE DRIVE DRAINAGE IMPROVEMENTS**

dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 22 which Contract is by reference made a part of this bond and is hereinafter referred to as the "Contract".

Under the Contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract documents, and perform for a period of two ( **2** ) years from the date of acceptance as shown in the Letter of Acceptance issued by the City Engineer or his/her authorized agent, or the date of Final Payment by the Owner if a separate Letter of Acceptance is not issued, all necessary repairs, reconstruction or replacement of any part of the work, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs

## **MAINTENANCE BOND** (Continued)

of all engineering and special services required to be furnished by the Owner which are directly attributable to the repair, reconstruction, or replacement of the work.

The maintenance under this bond contemplates the complete restoration of the work to a functional use if that should be necessary. It is the intended purpose of this bond to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the Contractor under the Contract; and in case the Contractor or Surety shall fail or refuse to commence and actively pursue such corrections within ten (10) days after written notification has been furnished to them by the Owner, it is agreed that the Owner may do the work and supply such materials and the Contractor and Surety shall be liable for the payment of all costs thereby incurred, jointly and severally.

THEREFORE, if the Contractor shall keep and perform its agreement to maintain the work and keep the same in good repair for the maintenance period as provided above, then this bond shall be null and void and have no further effect; but if default shall be made by the Contractor in the performance of its obligation to maintain and repair the work, then this bond shall have full force and effect and the Owner shall be entitled to recover from the Contractor and Surety, as provided in this bond. It is further understood and agreed that the obligation under this bond shall be a continuing one against the Contractor and Surety, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted. It is further understood that the obligation to maintain the work shall continue throughout the maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during that time.

The Owner shall be entitled to its reasonable attorneys' fees and costs in any legal proceeding to enforce the Owner's rights under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MAINTENANCE BOND** (Continued)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE:        Date of Maintenance Bond must not be prior to date of Contract.  
                 Power of Attorney must be attached.  
                 Amount and Term of Maintenance Bond shall be as stated in the  
                 "Special Conditions".

# CERTIFICATE OF INSURANCE

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

\_\_\_\_\_ Project No. \_\_\_\_\_

OWNER

\_\_\_\_\_ Type of Project \_\_\_\_\_

Address

\_\_\_\_\_

THIS IS TO CERTIFY THAT \_\_\_\_\_  
(NAME AND ADDRESS OF INSURED)

\_\_\_\_\_

\_\_\_\_\_

is at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side thereof.

## TYPE OF INSURANCE

\_\_\_\_\_

	Policy No.	Effective	Expires	Limits of Liability
Workers' Compensation				
Public Liability				1 Person \$ _____ 1 Accident \$ _____
<hr/>				
Contingent Liability				1 Person \$ _____ 1 Accident \$ _____
Property Damage				
<hr/>				
Builder's Risk				
<hr/>				
Automobile				
<hr/>				
Other				

(SAMPLE FORM)

**CERTIFICATE OF INSURANCE** (Continued)

The foregoing policies (do) (do not) cover all sub-contractors.

Locations Covered: \_\_\_\_\_

Descriptions of Operations Covered: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The previously indicated policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than fifteen (15) days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than fifteen (15) days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

\_\_\_\_\_  
*(NAME OF INSURER)*

By: \_\_\_\_\_

Title: \_\_\_\_\_



**CONTRACTOR'S RELEASE TO CITY**

**TO: CITY OF DALWORTHINGTON GARDENS**

**RE: CORZINE DRIVE DRAINAGE IMPROVEMENTS**

This is to certify that \_\_\_\_\_, by acceptance of  
(NAME OF CONTRACTOR)

this final payment, hereby releases the OWNER, the City of Dalworthington Gardens, from all claims and all liabilities of the City of Dalworthington Gardens for all things done or furnished in connection with work on this project and further releases the City of Dalworthington Gardens from liabilities arising from any act of the CONTRACTOR or his/her agent arising in connection with this project. This release in no way operates to release the CONTRACTOR or his/her Surety from any obligations under this Contract or the bond tendered pursuant thereto.

\_\_\_\_\_  
(NAME OF CORPORATION)

\_\_\_\_\_  
(AUTHORIZED AGENT)

**CORPORATION ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the \_\_\_\_\_ of the said \_\_\_\_\_, a corporation, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public in and for the State of Texas) (Type or Print Notary's Name)

My Commission Expires: \_\_\_\_\_

**CONTRACTOR’S AFFIDAVIT OF FINAL PAYMENT**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF \_\_\_\_\_** §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, (hereinafter referred to as “Affiant”), who, (NAME)

after being by me duly sworn, deposes and says that he/she is the \_\_\_\_\_ (TITLE) \_\_\_\_\_ of \_\_\_\_\_ (NAME OF COMPANY)

(a corporation of \_\_\_\_\_ County, State of \_\_\_\_\_ (hereinafter referred to as “Contractor”), which said Contractor was awarded the contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, for the CORZINE DRIVE DRAINAGE IMPROVEMENTS (hereinafter referred to as the “Work”), for a total consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to the said Contractor (the “Contract”), and that Affiant has full power of authority to make this affidavit.

That the CITY OF DALWORTHINGTON GARDENS, (hereinafter referred to as “Owner”), has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, and Chapter 2253 of the Texas Government Code, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )

as **FULL AND FINAL PAYMENT** under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as

“Subcontractors”), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated an any way from making this affidavit.

WITNESS my hand this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*(Affiant)*

\_\_\_\_\_  
*(Printed Name)*

SUBSCRIBED AND SWORN TO BEFORE ME, this the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*(Notary Public in and for the State  
of Texas)*

\_\_\_\_\_  
*(Type or Print Notary's Name)*

My Commission Expires: \_\_\_\_\_

"General Decision Number: TX20220025 01/07/2022

Superseded General Decision Number: TX20210025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number            Publication Date  
    0    01/07/2022

\* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		
Asphalt Raker.....	\$ 12.69	
Flagger.....	\$ 10.06	
Laborer, Common.....	\$ 10.72	
Laborer, Utility.....	\$ 12.32	
Pipelayer.....	\$ 13.24	
Work                    Zone                    Barricade		
Servicer.....	\$ 11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	
Asphalt Paving Machine.....	\$ 13.99	
Broom or Sweeper.....	\$ 11.74	
Concrete Pavement		
Finishing Machine.....	\$ 16.05	
Concrete Saw.....	\$ 14.48	
Crane Operator, Lattice		
Boom 80 Tons or Less.....	\$ 17.27	
Crane Operator, Lattice		
Boom over 80 Tons.....	\$ 20.52	
Crane, Hydraulic 80 Tons		
or Less.....	\$ 18.12	
Crawler Tractor.....	\$ 14.07	
Excavator, 50,000 pounds		
or less.....	\$ 17.19	
Excavator, over 50,000		

pounds.....	\$ 16.99
Foundation Drill , Truck Mounted.....	\$ 21.07
Foundation Drill, Crawler Mounted.....	\$ 17.99
Front End Loader 3 CY or Less.....	\$ 13.69
Front End Loader, over 3 CY.	\$ 14.72
Loader/Backhoe.....	\$ 15.18
Mechanic.....	\$ 17.68
Milling Machine.....	\$ 14.32
Motor Grader, Fine Grade....	\$ 17.19
Motor Grader, Rough.....	\$ 16.02
Pavement Marking Machine....	\$ 13.63
Reclaimer/Pulverizer.....	\$ 11.01
Roller, Asphalt.....	\$ 13.08
Roller, Other.....	\$ 11.51
Scraper.....	\$ 12.96
Small Slipform Machine.....	\$ 15.96
Spreader Box.....	\$ 14.73
 Servicer.....	\$ 14.58
 Steel Worker (Reinforcing).....	\$ 16.18
 TRUCK DRIVER	
Lowboy-Float.....	\$ 16.24
Off Road Hauler.....	\$ 12.25
Single Axle.....	\$ 12.31
Single or Tandem Axle Dump Truck.....	\$ 12.62
Tandem Axle Tractor with Semi Trailer.....	\$ 12.86
Transit-Mix.....	\$ 14.14
 WELDER.....	\$ 14.84

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

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Note: Executive Order (EO) 13706, 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 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)).

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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: SULA2012-007 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.

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#### 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 Division National Office Branch of Wage Surveys. 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 1.8 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"

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5** Check only if there is **NO** Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

## **SECTION II**

### **GENERAL CONDITIONS**

**(Part I: General Provisions of the North Central Texas Council of Governments', "Standard Specifications for Public Works Construction",  
(Current Edition)**

## **GENERAL CONDITIONS**

The "GENERAL CONDITIONS" of this Contract shall be "Division 100: General Provisions" as published in the North Central Texas Council of Governments' (NCTCOG's) Standard Specifications for Public Works Construction, Fifth Edition (November 2017), with all current amendments, herein referred to as "NCTCOG's Standard Specifications" or as the "Standard Specifications."

NCTCOG's Standard Specifications are hereby incorporated into these Special Contract Documents and shall be binding to the Contract except where modified in the Plans or these Special Contract Documents.

**SECTION III**  
**SPECIAL PROVISIONS**

# SPECIAL PROVISIONS

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# **SPECIAL PROVISIONS**

## **SP-1: GENERAL**

For this Contract, the General Provisions (Division 100) of the Standard Specifications for Public Works Construction, North Central Texas adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition (2017), with all amendments thereto, shall govern and shall constitute as the Special Provisions except as herein amended, modified or supplemented. Omission of any section from this Project's Contract Documents does not mean that such section is not applicable to this Project. The NCTCOG General Provisions will be referred to as the General Provisions (GP) and will not be physically bound with the other contract documents. Copies may be obtained from the North Central Texas Council of Governments.

The following Special Provisions shall take precedence over all other contract conditions, specifications, and agreements.

## **SP-2: PROJECT DESCRIPTION**

The work to be performed under the provisions of these documents includes removing the existing 36" RCP storm sewer line and installing a new 36" RCP storm sewer line with Asphalt Pavement Repair in the same basic location (horizontally and vertically) from just west of Carnation Dr to about 260 feet east of Dustin Trail. Alternate A will be removing the existing 36" RCP and installing a 36" HDPE storm sewer line with Asphalt Pavement Repair. Alternate B will apply CIPP lining in the existing 36" RCP, install two (2) 4'x4' JB Manholes and Asphalt Pavement Repair for existing damaged pavement areas.

## **SP-3: DEFINITIONS**

Modify GP Item 101.1 Definitions as follows:

The word "City" or "OWNER" in these documents shall be understood as referring to:

City of Dalworthington Gardens, Texas  
2600 Roosevelt Drive  
Dalworthington Gardens, Texas 76016

The word "Engineer" in these documents shall be understood as referring to the City Engineer, Engineer of the OWNER, or such other Engineer or Supervisor as may be authorized by the OWNER to act in any particular position. Both the

Engineer and the Inspector shall be considered as the OWNER's "authorized representative".

The word "CONTRACTOR" in these documents shall be understood as referring to the person, firm or corporation with whom the OWNER has executed the Contract or Agreement.

The term "General Conditions of Agreement" when used in the Contract Documents shall be understood as referring to "Division 100. General Provisions" of the "Standard Specifications for Public Works Construction - North Central Texas", (Fifth Edition), as adopted by the North Central Texas Council of Governments.

Any reference to "Special Conditions" or "Supplemental Special Conditions" shall be understood as referring to these Special Provisions.

#### **SP-4: INFORMATION CONCERNING CONDITIONS**

Add the following to GP Item 102.3. Examination of Plans, Specifications and Site of the Work:

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the improvements and obstructions which may be encountered, especially those to be protected; methods of providing ingress and egress to private as well as public property; methods of handling construction and maintenance of the entire project as well as any section thereof; protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

The accuracy of the information furnished by the Engineer or the plans and specifications as to underground and above ground structures, foundation conditions, etc., are not guaranteed by the OWNER.

#### **SP-5: ADDENDA**

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer **at least five (5) days prior to the Bid Opening**. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer in order that a written addendum may be prepared and posted on the



City's website - any addenda issued will be posted on the City's website. The bid proposal as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the bid opening, with the appropriate recognition of addenda so noted in the bid proposal.

**SP-6: PREPARATION OF PROPOSAL**

Add the following to GP Item 102.4. Preparation of Proposals:

Bidder shall state his/her prices in ink or typewritten format.

**SP-7: PROPOSED GUARANTY**

Modify GP Item 102.5. Proposal Guaranty to include:

The five percent (5%) proposal guaranty (Bid Bond) shall be five percent (5%) of the largest possible total for the bid submitted.

**SP-8: FILING OF PROPOSALS**

Add the following to GP Item 102.6. Filing of Proposals:

Bids, affidavits and proposed construction schedules must be submitted in sealed envelopes within the time limit for receiving proposals, as stated in the "NOTICE TO BIDDERS", which envelopes bear a legible notation, "PROPOSAL", and the name of the project.

**SP-9: REJECTION OF PROPOSALS**

Add the following reasons to GP Item 102.11. Rejection of Proposals:

- (10) Proposals received after the time limit for receiving proposals, as indicated in the NOTICE TO BIDDERS.
- (11) Proposals that are incomplete insofar as the required signatures, proposal guaranty, or containing any material irregularities.

**SP-10: DISQUALIFICATION OF BIDDERS**

Add the following reason to GP Item 102.12. Disqualification of Bidders:

- (12) where more than one proposal for an individual firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect;

- (13) where bidder's previous work for the OWNER did not completely and fully meet all of the requirements and/or specifications of the contract documents for said work.

**SP-11: QUALIFICATION TO PERFORM**

The OWNER may make such investigations as he/she deems necessary to determine the bidder's ability to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted fails to satisfy the OWNER that such bidder can properly carry out the obligations of the Contract and to complete the work contemplated therein.

**SP-12: AWARD OF CONTRACT**

Add/Modify the following to GP Item 103.2. Award of Contract and Commencement of Work:

The award, if made, shall be on the basis of the best acceptable bid submitted by a qualified responsible bidder, as determined by the OWNER, within 60 days after the opening of proposals. In determining the best acceptable bid, the OWNER will consider all relative factors such as: efficiency of a single contractor in the project area, increase in public safety due to a single contractor's operations, length of construction, coordination of construction activities, previous experience the OWNER may have had with the bidder, effects on area traffic due to construction detours and efficient use of City funds. The right is reserved, as the interest of the OWNER may require, to reject any and all bids and to waive any formality in bids received. It is the intention of the OWNER to award a single contract for this work.

**SP-13: PRIORITY OF CONTRACT DOCUMENTS**

Delete GP Item 105.1.1 Priority of Contract Documents and substitute the following:

In case of conflict between contract documents, priority of interpretation shall be in the following order:

1. "Standard Form of Construction Agreement" (signed)
2. "Notice to Bidders" advertisement
3. Bid Proposal
4. Special Instructions to Bidders
5. Performance, Payment, and Maintenance Bonds
6. Certificate of Insurance
7. Notice to Proceed

8. Special Provisions
9. Technical Specifications
10. General Conditions
11. Project Construction Plans (Drawings and Details)
12. North Central Texas Council of Government's "Standard Specifications for Public Works Construction" (Current Edition)
13. North Central Texas Council of Government's "Standard Drawings for Public Works Construction" (Current Edition)
14. North Central Texas Council of Government's references

**SP-14: COPIES OF PLANS AND SPECIFICATIONS FURNISHED**

Four (4) sets of documents (not including the General Provisions) shall be furnished to the CONTRACTOR at no charge for construction purposes. Additional sets may be obtained from the Engineer at **\$50.00 per set.**

**SP-15: BONDS - AMOUNT AND TERMS**

In addition to GP Item 103.3 Surety Bonds, add the following:

With the execution and delivery of the Contract, the CONTRACTOR shall furnish and file with the City in the amount herein required, the following surety bonds:

- (a) A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total awarded contract price, guaranteeing the full and faithful execution of the work and performance of the Contract and for the protection of the City against any improper execution of the work or the use of inferior materials.
- (b) A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total awarded contract price, guaranteeing payment for all labor, materials and equipment used in the construction of the project.
- (c) A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total awarded contract price, guaranteeing the maintenance in good condition of such project for a period of two (2) years from and after the time of its completion and acceptance by the City.

General conditions for bonds are as follows:

1. The surety on each bond must be a responsible surety company which is licensed and qualified to do business in the State of Texas (surplus lines carriers are not acceptable) and satisfactory to the City. No surety will be

accepted who is in default or delinquent on any bond or who is interested in any litigation against the City. Should any surety on the Contract be determined unsatisfactory at any time by the City, notice will be given to the CONTRACTOR to the effect, and the CONTRACTOR shall forthwith substitute a new Surety or Sureties satisfactory to the City. (Texas Lloyd's Plan carriers are not acceptable.) No payment will be made under the contract until the new Surety or Sureties, as required, have qualified and have been accepted by the City. The Contract shall not be operative nor shall any payments be due until approval of the bonds has been made by the City.

2. The surety company should be listed in the current circular of the "Federal Register - Department of the Treasury - Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies".
3. The surety shall/must have an underwriting limitation (as shown in the Federal Register) to cover 100% of the project cost. Exceptions to a requirement may be made in unusual circumstances, subject to approval by the Office of Risk Management and the City Attorney's Office.
4. All bonds shall be made on forms furnished by the City and shall conform to the requirements as set forth herein.
5. Each Bond shall be executed by the CONTRACTOR and the Surety. The name and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his/her usual signature on the line opposite the scroll seal, and if signed in the States of Maine, Massachusetts, or New Hampshire, an adhesive seal shall be fixed opposite the signature.
6. If the principals are partners, their individual names will appear in the body of the bond or on proceeding pages to be included with said bond with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
7. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
8. The principal or surety shall be a corporate surety; the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond or on proceeding pages to be included with said bond and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

9. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
10. The date of any bond must not be prior to the date of the contract in connection with which it is given.

**SP-16: INSURANCE REQUIREMENTS**

In addition to the provisions of GP Item 103.4, Insurance, add the following:

Workers' Compensation Insurance: Statutory requirements as specified by the Workers' Compensation Law of the State of Texas and adopted by the Texas Workers' Compensation Commission per Title 28, TAC §110.110. Workers' Compensation Insurance Coverage:

- A. Definitions:
  - (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project for the duration of the project.
  - (2) Building or construction - Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
  - (3) Contractor - A person bidding for or awarded a building or construction project by a governmental entity.
  - (4) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (5) Coverage Agreement - A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers'

compensation coverage for persons providing services on the project.

- (6) Duration of the project - Includes the time from the beginning of the work on the project until the work on the project has been completed and accepted by the governmental entity.
  - (7) Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
  - (8) Project - Includes the provision of all services related to a building or construction contract for a governmental entity.
- B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project for the duration of the project.
  - C. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the Contract.
  - D. If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
  - E. The CONTRACTOR shall obtain from each person providing services on the project and provide to the governmental entity:
    - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates

of coverage showing coverage for all persons providing services on the project; and

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

- (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this Contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

In accordance with statutory requirements, the CONTRACTOR shall:

- (1) provide coverage for its employees providing services on the project, for the duration of the project based on proper reporting of



classification codes and payroll amounts and filing of any coverage agreements;

- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on the project, and provide to the governmental entity:
  - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (b) a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 1 provided by the commission on the sample notice, without any additional words or changes:

Figure 1:

## REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee".

"Call the Texas Workers' Compensation Commission at (512) 440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

In GP Item 103.4.2 Owner's Protective Liability Insurance, change the limits as follows:

Contractor's General Liability and Property Damage Insurance:

Bodily Injury (or Death) \$ 600,000 each occurrence

Property Damage \$ 600,000 each occurrence

### **SP-17: POLICY ENDORSEMENTS AND SPECIAL CONDITIONS**

In addition to the provisions of GP Item 103.4.5. Policy Endorsements and Special Conditions, add the following:

- (a) CONTRACTOR will not be issued a Work Order to commence work on this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the OWNER or his representative.
- (b) CONTRACTOR shall procure and shall maintain during the life of this Contract, insurance coverage as herein specified, and in case of any work sublet, shall require any subcontractor in like manner to secure and maintain such minimum limits of insurance coverage, also.

- (c) The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered except after thirty (30) days written notice has been received by the OWNER."

**SP-18: ORDER OF WORK**

Add the following to GP Item 107.24.4 Utility Coordination and Protection:

The CONTRACTOR shall be fully responsible for proper coordination for the relocation of utilities (i.e., power poles, electrical lines, gas lines, telephone lines, television (TV) cable lines, buried cables, etc.) public and private unless otherwise noted on the plans (drawings).

**SP-19: INDEMNIFICATION**

Delete GP Item 107.20.3.2. Indemnification and substitute the following:

CONTRACTOR agrees to defend, indemnify and hold OWNER, its officers, agents and employees harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR's breach of any of the terms or provisions of the Contract, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of the Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of OWNER, its officers, agents, employees or separate contractors, and in the event of joint and concurring responsibility of the CONTRACTOR and OWNER, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas. This agreement, however, does not waive any governmental immunity available to the OWNER under Texas law and nor any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**SP-20: CONSTRUCTION PROGRESS SCHEDULE**

Delete GP 108.1 Progress Schedule and substitute the following:

The CONTRACTOR shall submit to the Engineer a Construction Progress Schedule on or prior to the effective date of the work order showing the proposed dates of starting and completing each of the various major sections of the work, including sufficient time being allowed for cleanup, as well as the schedule for the overall work, the anticipated monthly payments to become due to the CONTRACTOR, and the accumulated percent of progress each month. Revised Construction Progress Schedules shall be submitted when significant changes occur or when requested by the Engineer.

**SP-21: PROSECUTION OF CONSTRUCTION**

Add/Modify the following to GP Item 108.2 Prosecution of the Work:

The CONTRACTOR will, unless otherwise approved by the Engineer, prosecute the construction of this project during normal working hours as defined below:

- (a) Normal Work Day shall mean the normal eight (8) hour working day between the hours of 8:00 a.m. and 5:00 p.m.
- (b) Normal Work Week shall mean the forty (40) hour work week encompassing the five (5) eight-hour days, Monday through Friday.
- (c) Holidays to be observed and to be included into the normal work week will be:

New Year's Day	January 1 <sup>st</sup>
Presidents' Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Thanksgiving	Fourth Thurs. in November & Fri.
Christmas	December 24 <sup>th</sup> & 25 <sup>th</sup>

Any of the above dates falling on a Sunday shall be observed on the following Monday.

All work contemplated to be done which will not be in accordance with the normal hours will require prior approval from the City. The CONTRACTOR shall request permission by the City 72 hours in advance of the time he/she intends to work.

Work, which is, of necessity, performed at times other than normal working hours will not require prior approval unless construction scheduling can be arranged to prevent such conflict of time requirements.

All work performed other than the normal working hours, whether scheduled or required, will in no way increase the cost to the OWNER for the performance of such work.

## **SP-22: OCCUPATIONAL SAFETY AND HEALTH ACT**

All work performed under this contract shall meet the requirements of the Occupational Safety and Health Act. It is the responsibility of the CONTRACTOR to familiarize himself/herself with the latest provisions of regulations published by the Occupational Safety and Health Administration in the Federal Register and to perform all of his/her responsibilities thereunder.

The CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder and warrant that all work, materials and products furnished under this Contract will conform to and comply with said standards and regulations which are in existence on the date of this Contract. The CONTRACTOR further agrees to indemnify, defend, and hold harmless the OWNER for all damages suffered by the OWNER as a result of the CONTRACTOR's failure to comply with the Act and the Standards issued thereunder and for the failure of any material and/or equipment furnished under this Contract to so comply.

The CONTRACTOR shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., if not in conflict with those of the Occupational Safety and Health Act and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.

The CONTRACTOR alone shall be responsible for the safety, efficiency and adequacy of his/her equipment and employees and for any damage which may result from their failure or their improper construction, maintenance or operation.

## **SP-23: EXISTING STRUCTURES, FACILITIES AND APPURTENANCES**

Add the following to GP Item 107.24 Existing Structures, Facilities and Appurtenances:

The CONTRACTOR'S attention is directed to the necessity of taking adequate measures to protect all existing structures, facilities, improvements and utilities, including sprinkler systems, encountered.

The plans show the locations of most known surface and subsurface structures. However, the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or in their exact location. It is mutually agreed that

such failure shall not be considered sufficient basis for claims for additional compensation for extra work, or for increasing the pay quantities in any manner, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special works not provided for in the Contract Documents. Any non-City utilities (cable, electric, gas, telephone, etc.) damaged by the CONTRACTOR shall be the responsibility of the CONTRACTOR for relocation and/or repair as well as the costs associated with the relocation and/or repair of utilities. Any City utilities (sanitary sewer main and water distribution main) damaged by the non-negligent acts of the CONTRACTOR will not be the responsibility of the CONTRACTOR for repair. Any delays associated with the relocation and/or repair of utilities shall not be basis for a claim for extra pay.

In the progress of the work, the CONTRACTOR may have to relocate certain existing utility service lines. All relocation, repairs and replacement work shall be done at the expense of the CONTRACTOR to the satisfaction of the OWNER, except those for which specific pay items appear in the Bid Proposal. Any utilities damaged during construction work shall be immediately repaired at the CONTRACTOR's expense.

The CONTRACTOR shall at all times maintain streets and drives in a condition which will provide easy ingress and egress and upon completion of the work, repair all damages to roads and streets used during construction, to a condition at least as good as existed prior to the start of work.

#### **SP-24: TRAFFIC CONTROL**

Add the following to GP Item 107.20.2 Protection of Persons and Property:

The CONTRACTOR shall not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the CONTRACTOR shall contact the City to remove the sign. In the case of regulatory signs, the CONTRACTOR must replace the permanent sign with a temporary sign meeting the requirements of the above referenced manual and such temporary sign must be installed prior to the removal of the permanent sign. If the temporary sign is not installed correctly or if it does not meet the required specifications, the permanent sign shall be left in place until the temporary sign requirements are met. When construction work is completed to the extent that the permanent sign can be reinstalled, the CONTRACTOR shall again contact the City to reinstall the permanent sign and shall leave his temporary sign in place until such installation is completed.

The CONTRACTOR shall prosecute his traffic control work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area. Access to adjacent

property shall be maintained at all times unless otherwise approved by the OWNER.

**SP-25: TRENCH SAFETY**

Add a new paragraph immediately after GP Item 107.20.3. Trench Safety:

Per Chapter 756, Health and Safety Code, it shall be the responsibility of the CONTRACTOR to provide and maintain a viable trench safety system at all times during construction activities. The CONTRACTOR is directed to become knowledgeable and familiar with the standards as set forth by the Occupational Safety and Health Administration for trench safety that will be in effect during the period of construction of the project and the CONTRACTOR is responsible for conforming to such regulations as prescribed by Occupational Safety and Health Administration standards.

**SP-26: WARRANTY**

In GP Item 105.2.2 Special Warranty, change all references from one (1) year to two (2) years and add the following:

Notwithstanding any certificate which may have been given by the Engineer, if any materials, equipment or any workmanship which does not comply with the requirements of this Contract shall be discovered within two (2) years after completion of construction of the project, and acceptance by the OWNER, the CONTRACTOR shall replace such defective materials or equipment, or remedy any such defective workmanship within ten (10) days after notice in writing of the existence thereof shall have been given by the OWNER or Engineer. In the event of failure of the CONTRACTOR to replace any such defective materials or equipment or to remedy defective workmanship as herein provided, the OWNER may replace such defective materials or equipment or remedy such workmanship and in such event the CONTRACTOR shall pay to the OWNER the cost and expense thereof.

**SP-27: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

In addition to GP Item 105.3 Shop Drawings, Product Data and Samples, add:

Wherever called for in these Specifications or on the Drawings, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, 5 prints of each shop drawing. The term "shop drawing" as used herein shall be understood to include detail design calculations, fabrication and installation drawings, lists, graphs, operating instructions, etc. Unless otherwise required, said drawings shall be submitted at a time sufficiently early to allow

review of same by the ENGINEER, and to accommodate the rate of construction progress required under the Contract.

All shop drawing submittals shall be accompanied by a transmittal form. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal. The CONTRACTOR may authorize a material or equipment supplier to deal directly with the ENGINEER with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the CONTRACTOR.

Normally, a separate transmittal form shall be used for each specific item or class of material of equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At his option, the CONTRACTOR or Supplier may obtain from the ENGINEER quantities of the shop drawing transmittal form at reproduction cost.

Within 15 calendar days after receipt of said prints, the ENGINEER will return prints of each drawing to the CONTRACTOR with his comments noted thereon. It is considered reasonable that the CONTRACTOR shall make a second submission of drawings. The OWNER reserves the right to withhold monies due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submission.

If one print of the drawing is returned to the CONTRACTOR marked "REJECTION-RESUBMIT", the CONTRACTOR shall revise said drawing and shall resubmit 5 copies of said revised drawing to the ENGINEER.

Fabrication of an item shall not be commenced before the ENGINEER has reviewed the pertinent shop drawings and returned three (3) UNREJECTED copies to the CONTRACTOR. Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Drawings and Specifications and shall not be taken as the basis of claims for extra work. The CONTRACTOR shall have no claim for damages or extension of time due to any delay resulting from the CONTRACTOR'S having to make the required revisions to shop drawings (unless review by the ENGINEER of said drawings is delayed beyond a reasonable period of time and unless the CONTRACTOR can establish that the ENGINEER'S delay in review actually resulted in a delay in the CONTRACTOR'S construction schedule). The review of said drawings by the ENGINEER will be limited to checking for general agreement with the specifications and drawings and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein nor shall such review operate to waive or modify any provision contained in the Specifications or Contract Drawings.



Fabricating dimensions, quantities of materials, applicable code requirements, and other contract requirements shall be the CONTRACTOR'S responsibility.

**SP-28: EASEMENTS / RIGHTS-OF-WAY**

Without cost to the CONTRACTOR, the OWNER will provide the necessary easements or rights-of-way required for the project. However, the CONTRACTOR may desire additional temporary easements for the duration of the work for his/her construction, storage or access. All such temporary easements shall be obtained by the CONTRACTOR at no additional cost to the Contract or the OWNER.

Unless specifically provided otherwise, the CONTRACTOR, as part of his/her work, shall clear all easements or rights-of-way of all obstructions to the work. On conclusion of his/her operations, he/she shall replace, repair or restore any improvements which may have been removed or damaged, as directed by the Engineer.

**SP-29: LINES AND GRADES**

Delete GP Item 105.4 Construction Stakes and substitute the following:

All work under this Contract shall be constructed in accordance with the lines and grades shown on the plans (drawings). The full responsibility for the holding to alignment and grade shall rest upon the CONTRACTOR.

Within three (3) days of the CONTRACTOR's request, the OWNER shall provide construction surveying to establish working or construction lines, grades, and cut stakes as required to complete the work. In the event of circumstances out of the CONTRACTOR's control, the OWNER shall re-establish said construction surveying. In the event of circumstances within the CONTRACTOR's control, the CONTRACTOR shall, at his/her own expense, establish all working or construction lines, grades, and cut stakes as required utilizing the benchmarks and horizontal control points shown on the plans, and the CONTRACTOR shall be solely responsible for the accuracy thereof. In this situation, if the CONTRACTOR utilizes the same surveyor as the OWNER, the CONTRACTOR shall pay said surveyor in full or the surveyor shall be able to gain recourse through the CONTRACTOR's Payment Bond.

The CONTRACTOR shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR.

**SP-30: RIGHT OF ENTRY**

The OWNER reserves the right to enter the property or location on which the works

herein contracted for are to be constructed or installed, by such agent or agents as he/she may elect, for the purpose of inspecting the work, or for the purchase of constructing or installing such collateral work as said OWNER may desire.

### **SP-31: AUTHORITY AND DUTIES OF INSPECTOR**

Inspectors designated by and acting under the direction of the OWNER, shall have the authority to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. He/She is authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the plans, specifications and contract documents. He/She shall have the authority to reject materials or suspend the work until any situation at issue can be referred to and decided by the OWNER.

The Inspector is not authorized to revoke, alter or waive any requirements of the plans and specifications. He/She shall in no case act as foreman or perform other duties for the CONTRACTOR or interfere with the management of the work by the latter. Any advice which the Inspector may give the CONTRACTOR shall otherwise not be construed as binding the Engineer in any way or releasing the CONTRACTOR from fulfilling all of the terms of the Contract.

If the CONTRACTOR refuses to suspend operations on verbal order of the Inspector, a written order will be presented to the CONTRACTOR by the Inspector giving the reason for suspension of work. After placing the order in the hand of the "man-in-charge", the Inspector shall immediately leave the job. Work performed during the absence of the Inspector will not be accepted nor paid for and shall be removed and replaced.

Notwithstanding any other provision of this agreement or any other Contract Documents, the Inspector shall not be in any way responsible or liable for any act, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

### **SP-32: OWNER-ENGINEER RELATIONSHIP**

The Engineer will be the OWNER's representative during construction. The duties, responsibilities, and limitations of authority of the Engineer as the OWNER's Representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and Engineer. The Engineer will advise and consult with the OWNER, and all of OWNER's instructions to the CONTRACTOR shall be issued through the Engineer.

### **SP-33: PROFESSIONAL INSPECTION BY ENGINEER**

The Engineer shall make periodic visits to the site to familiarize himself/herself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Engineer shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith.

Notwithstanding any other provision of this agreement or any other Contract Documents, the Engineer shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

### **SP-34: INSPECTION AND TESTING**

Add the following to GP Item 106.5 Samples and Tests of Materials:

During the progress of the work, all materials, equipment and workmanship shall be subjected to such inspections and tests as will assure conformance with the contract requirements.

The CONTRACTOR shall furnish at his/her expense all necessary specimens and samples for testing.

Sampling and testing of all materials or construction methods shall be performed by a commercial laboratory approved by the Engineer.

When the CONTRACTOR's materials, construction items or products incorporated in the project fail to satisfy the minimum requirements of the initial test and he/she has to bear the cost of any retesting, he/she shall be responsible for any and all cost associated with such retesting. If in this situation, the CONTRACTOR utilizes the same testing laboratory as the OWNER, the CONTRACTOR shall pay said testing laboratory in full or the testing laboratory shall be able to gain recourse through the CONTRACTOR's Payment Bond.

In the event a conflict arises concerning the interpretation of A.S.T.M., A.C.I., A.W.W.A., etc., specifications/standards, the Engineer shall make his/her determination of the interpretation and his/her determination shall be final.

**SP-35: SALES TAX**

Add the following to GP Item 107.15 State and Local Sales and Use Taxes:

The OWNER qualifies for exemption from state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act, as amended. Therefore, the OWNER shall not be liable for, or pay the CONTRACTOR's cost of such sales and use taxes which would otherwise be payable in connection with the performance of this Contract.

**SP-36: VERIFICATION OF MEASUREMENTS**

Before ordering any material or doing any work, the CONTRACTOR shall verify all measurements involved and shall be responsible for the correctness of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions shown on the drawings; any difference which may be found shall be called to the attention of the Engineer for consideration before proceeding with the work.

**SP-37: PAY ITEMS - INCIDENTAL CONSTRUCTION**

The CONTRACTOR shall be paid only for those items which are listed in the proposal, or which are added to the job through a change order. All construction or removal considerations which are not listed as a separate pay item shall be considered as incidental construction. Cost for these items shall be considered in the most appropriate item listed in the schedule(s) of pay items.

**SP-38: OMISSIONS**

- (a) In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or material required for the satisfactory installation and operation of all work, equipment or material, the CONTRACTOR shall provide these items as directed by the Engineer at his/her own expense. The CONTRACTOR will be assumed to be an experienced and qualified CONTRACTOR in this type of work, and to have studied the purpose of operation of the equipment and the results to be obtained and is to furnish equipment suitable for the work to be done.
  
- (b) In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the Standard Current Specification or Requirements of the A.W.W.A., A.S.T.M., A.S.C.E., A.S.E.E., A.S.M.E., N.B.F.U., N.E.C., N.E.M.A., O.S.H.A., NCTCOG "Standard Specifications for Public Works Construction" or TxDOT "Standard Specifications for Construction of Highways, Streets and Bridges" shall apply. Should the

above specifications not apply, then the work done, equipment or material furnished shall be as directed by the Engineer.

**SP-39: MINIMUM WAGE RATES**

The labor classifications and minimum wage rates set forth herein shall be the prevailing classifications and rates that shall govern on all work performed by the Contractor or any subcontractor on the site of the project covered by these Contract Documents. In no event shall less than the following rates of wages be paid (see Section I).

**SP-40: LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his/her own cost and expense.

**SP-41: EXPLOSIVES, BLASTING, ETC.**

Neither explosives nor blasting shall be allowed or used on this project.

**SP-42: WORK WITH OWN FORCES**

The CONTRACTOR shall perform with his own forces work of a value of not less than fifty percent (50%) of the contract amount.

**SP-43: FIELD OFFICE**

The CONTRACTOR will not be required to furnish a field office on this Contract. The CONTRACTOR will be required to maintain at the job site at all times when the work is in progress, a competent superintendent and a complete set of the Plans (Drawings) and Specifications with all other details, including any approved shop drawings, product data, approved submittals, etc. pertaining to the work.

**SP-44: WATER FOR CONSTRUCTION**

The CONTRACTOR shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing or jetting.

The CONTRACTOR may remit the City a deposit for a fire hydrant water meter and thus not be billed for water used on the construction of this Contract only. However, the cost of any temporary pipeline, metering or other equipment which may be

necessary to make use of such fire hydrant water meter and water, shall be considered as incidental to the work and payment therefor shall be included in the various pay items of the bid proposal. If the CONTRACTOR chooses to use such fire hydrant water meter, he/she shall assume full responsibility for it and return it in the same or similar condition as received otherwise the CONTRACTOR will not be returned his/her deposit.

#### **SP-45: WORK-SITE AREA AND CLEAN-UP**

Add the following to GP Item 107.22 Working Area; Coordination with Other Contractors; Final Cleanup:

During construction the CONTRACTOR shall at all times keep the job site free from waste, debris and rubbish, and shall maintain a daily routine of clean-up.

The working operations of the CONTRACTOR shall at all times be conducted so as to create a minimum of inconvenience to the OWNER or to the public. Stringing of pipe, stockpiling of materials, etc., will be allowed only where no inconvenience is caused and only in amounts that can be readily used by the CONTRACTOR.

All trees, stumps, slashings, brush or other debris to be removed from the site, shall be disposed of in a manner consistent with Local Ordinances and all State Regulations. Burning of trash, etc., will only be permitted where allowed by Local Ordinances and State Pollution Regulations.

All excavated earth in excess of that required for project embankments and/or backfilling shall be removed from the job site and disposed of in a satisfactory manner. Disposal of excess material into area creeks and drainage ways will not be allowed.

Any trees or other landscape features scarred or damaged by the CONTRACTOR's operations shall be restored or replaced at the CONTRACTOR's expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of one inch (1") diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing.

The CONTRACTOR shall take all precautions required to prevent soil erosion during construction. If, in the opinion of the Engineer, excessive erosion occurs, the CONTRACTOR shall take immediate measure to prevent further erosion and restore the disturbed surface with topsoil at completion of the work.

All property along and adjacent to the CONTRACTOR's operations including lawns, yards, shrubs, trees, etc., shall be preserved or restored after completion of the work, to a condition equal to or better than existed prior to start of work.

Upon completion of the work as a whole and prior to final acceptance, the CONTRACTOR shall clean and remove from the site all surplus and discarded materials, temporary structures and all debris. He/She shall leave the site in a neat and orderly condition with an appearance satisfactory to the Engineer and OWNER. Method and location of disposal or surplus and waste materials shall be satisfactory to the Engineer.

The CONTRACTOR shall then thoroughly clean all equipment and materials installed by him/her and shall present for final inspection materials and equipment in a clean, bright and new condition. No extra payment will be made for any of this type of work required on the project.

#### **SP-46: RECORD DRAWINGS**

The CONTRACTOR shall, as part of this Contract, provide record drawings. These drawings shall illustrate how the project was constructed in the field, indicating all changes during construction, on one set of reproducible drawings. No additional payment will be made for providing these documents. This set of plans shall be reviewed with the Owner at the completion of the project and returned to the Engineer at that time.

#### **SP-47: OWNERSHIP OF DRAWINGS**

All drawings, specifications and copies thereof furnished by the Engineer shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

#### **SP-48: ADEQUACY OF DESIGN**

It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he/she has complied with the requirements of the Contract Documents, approved modifications thereof and all approved additions and alternations thereto.

## **SP-49: CONSTRUCTION PAY ITEMS**

The following descriptions are intended to clarify the nature of the work required for this project. The provisions of the Technical Specifications shall apply except as otherwise specified herein:

### **SP-49.01: Pay Item No. 1 – Mobilization/Demobilization**

This item is established for the purpose of allowing the Contractor a bid item for the purpose of mobilizing his materials and equipment for the construction of the project. Upon commencement of actual construction, the Contractor will be eligible for payment of 60% of the amount bid for this pay item. Upon completion of the project and removal of all equipment and excess materials on the job site and final clean-up of the job site, the Contractor will be eligible for the payment of the remaining 40% of the amount bid for this pay item.

Measurement and payment for this pay item shall be made on the basis of the lump sum bid for full mobilization and demobilization of the project site.

### **SP-49.02: Pay Item No. 2 – Demolish and haul off existing concrete driveway**

This item shall consist of all work, labor, and material required for demolition of the existing concrete driveways along Corzine Ln for the purpose of accommodating the installation of the new corrugated metal pipe at the design elevation. The City will facilitate contact and scheduling of the construction with the business owners. Access to the property shall be maintained during operating hours.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per square foot for the removal.

### **SP-49.03: Pay Item No. 3 – Install/Repair existing concrete driveway**

This item shall consist of all work, labor, and material for the re-installation of the portions of the concrete driveway which were demolished and removed for the installation of the storm pipe. The new concrete shall be installed to match the existing concrete surface and/or the street paving as well as the thickness and depth. The backfill shall be properly compacted in 6" lifts to 95% density. #3 rebar shall be doweled at 12 O.C. for the repair.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per square foot. Payment at the contract unit price will be full compensation for all material and all incidental work required. Payment for this pay item will cover all costs for excavation, backfill, and yard restoration not covered elsewhere in these specifications.

### **SP-49.04: Pay Item No. 4 – Demolish and haul off existing asphalt driveway**

This item shall consist of all work, labor, and material for the demolition of the existing



asphalt driveways along Corzine Ln for the purpose of accommodating the installation of the new corrugated metal pipe at the design elevation. The contractor is responsible for coordinating the demolishing of the driveway with the city. Access to the property shall be maintained during operating hours.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per square foot for the removal.

**SP-49.05: Pay Item No. 5 – Install/Repair existing asphalt driveway**

This item shall consist of all work, labor, and material for the re-installation of the removed portions of asphalt driveways. The new asphalt shall be installed at a minimum of 2" thick to match the existing asphalt surface and/or the full paving section for thickness and depth. Proper coverage over the newly installed pipe shall be maintained. The backfill shall be properly compacted in 6" lifts to 95% density.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per square foot. Payment at the contract unit price will be full compensation for all material and all incidental work required. Payment for this pay item will cover all costs for excavation, backfill, and yard restoration not covered elsewhere in these specifications.

**SP-49.06: Pay Item No. 6 – General excavation**

This item shall consist of all work, labor, and material related to general excavation for the installation of the corrugated metal storm pipe and corrugated metal slotted drain pipe. Any clean excavated material shall be store on-site and reused as backfill.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per cubic yards. Payment at the contract unit price will be full compensation for all labor and all incidental work required.

**SP-49.07: Pay Item No. 7 – Backfill and compact existing trench**

This item shall consist of all work, labor, and material related to backfilling the existing trenches around the newly installed pipe. All fill shall be clean select fill and compaction shall be in 6" lifts to 95% proctor density. Positive drainage to the slotted drain shall be maintained for the finished grade as per the design drawings.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per cubic yards. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.08: Pay Item No. 8 – Install 24" of CMP slotted pipe**

This item shall consist of all work, labor, and material related to the installation of the 24" slotted drain corrugated metal pipe. This pipe shall be installed as per the design drawings and the manufacturer's specification. The slotted drain shall be adjusted to accommodate proper drainage. The pipe embedment shall be 1" crushed stone or white chat as per NCTCOG specs.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per lineal foot. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.09: Pay Item No. 9 – Install 24" CMP pipe**

This item shall consist of all work, labor, and material related to the installation of the 24" corrugated metal pipe. This pipe shall be installed as per the design drawings and the manufacturer's specification. The pipe embedment shall be 1" crushed stone or white chat as per NCTCOG specs.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per lineal foot. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.10: Pay Item No. 10 – Install 30" of CMP slotted pipe**

This item shall consist of all work, labor, and material related to the installation of the 30" slotted drain corrugated metal pipe. This pipe shall be installed as per the design drawings and the manufacturer's specification. The slotted drain shall be adjusted to accommodate proper drainage. The pipe embedment shall be 1" crushed stone or white chat as per NCTCOG specs.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per lineal foot. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.11: Pay Item No. 11 – Install 30" CMP pipe**

This item shall consist of all work, labor, and material related to the installation of the 30" corrugated metal pipe. This pipe shall be installed as per the design drawings and the manufacturer's specification. The pipe embedment shall be 1" crushed stone or white chat as per NCTCOG specs.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per lineal foot. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.12: Pay Item No. 12 – Install 42" of CMP slotted pipe**

This item shall consist of all work, labor, and material related to the installation of the 42" slotted drain corrugated metal pipe. This pipe shall be installed as per the design drawings and the manufacturer's specification. The slotted drain shall be adjusted to accommodate proper drainage. The pipe embedment shall be 1" crushed stone or white chat as per NCTCOG specs.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per lineal foot. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.13: Pay Item No. 13 – Install 42" CMP pipe**

This item shall consist of all work, labor, and material related to the installation of the 42" corrugated metal pipe. This pipe shall be installed as per the design drawings and the manufacturer's specification. The pipe embedment shall be 1" crushed stone or white chat as per NCTCOG specs.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per lineal foot. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.14: Pay Item No. 14 – Connect to existing storm pipe**

This item shall consist of all work, labor, and material required for proper connection of the new corrugated metal storm pipe to existing storm pipes or culverts. The connection shall ensure that no separation occurs, and that drainage will be properly conveyed across the connection.

Measurement and payment for this pay item shall be made on the basis of number of connections made. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.15: Pay Item No. 15 – Install concrete 1' wide concrete ribbon on each side of slotted drain**

This item is for the installation of a 1' wide ribbon on each side of the drain at the crown of the slotted drain pipe. The item shall contain 2-#3 bars lengthwise, transverse bars 16" O.C, and be a minimum of 4" thick. The finish shall be even with a light broom finish. The ribbon shall be installed in a manner that proper drainage is conveyed across the ribbon to the drain.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per lineal foot. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.16: Pay Item No. 16 – Demolish and haul off concrete apron around inlet on east side of Corzine Ln**

This item shall consist of all work, labor, and material related the demolition of the existing concrete apron around the grate inlet on the south-east side of Corzine Ln. This apron is to be demolished and hauled off. The contractor shall ensure that no debris shall enter the storm system. All erosion control shall be in place prior to starting this item.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per square foot. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.17: Pay Item No. 17 – Install concrete apron around new grate inlet**

This item is for the installation of a concrete apron around the raised grate inlet. The apron shall be installed in a manner to ensure proper drainage to the grate. Reinforcement shall be as per the design documents.

Measurement and payment for this pay item shall be made on the basis of the installation of the apron. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.18: Pay Item No. 18 – Install 4'x4' square concrete manhole**

This item shall consist of all work, labor, and material related to for the installation of two 4'x4' square manholes. Installation and embedment shall be per NCTCOG specifications.

Measurement and payment for this pay item shall be made on the basis of number manholes installed. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.19: Pay Item No. 19 – Cut 24"x6" inlet at grade and epoxy coat opening**

This shall consist of all work, labor, and material related to the cutting of two openings to accommodate drainage from existing parking lots along the swales at grade. The locations shall be per the construction drawings. The openings shall be done in a workmanlike and professional manner and epoxy coated to ensure that any exposed rebar and concrete is properly covered. A sufficient number of coats shall be applied to ensure proper protection of the opening from the elements.

Measurement and payment for this pay item shall be made on the basis of the number of openings completed. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.20: Pay Item No. 20 – Install 24" RCP concrete riser pipe**

This item shall consist of all work, labor, and material related to the installation of the 24" reinforced concrete riser pipe to accommodate the newly installed grate inlet as per the construction documents. The ends of the pipes shall be installed to ensure that no separation occurs along the joints.

Measurement and payment for this pay item shall be made on the basis of the completion of the pour, installation of the riser pipe, and installation of the grate inlet and frame. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.21: Pay Item No. 21 – Install grate inlet and frame**

This item is for the installation of the new grate inlet above the riser pipe. Grading around this inlet shall be such that the drainage to the inlet is properly conveyed and no standing water occurs.

Measurement and payment for this pay item shall be made on the basis of the

completion of the pour, installation of the riser pipe, and installation of the grate inlet and frame. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.22: Pay Item No. 22 – Form and repour inlet box**

This item is for the forming and pouring of the opening to accommodate the 24” riser pipe. No form boards or material shall be left in or around the junction box. Dowels, and concrete are to be installed as per the construction drawings.

Measurement and payment for this pay item shall be made on the basis of the completion of the pour, installation of the riser pipe, and installation of the grate inlet and frame. Payment at the contract unit price will be full compensation for all labor, material, and all incidental work required.

**SP-49.23: Pay Item No. 23 – Traffic control**

This pay item includes the provision of traffic control devices required to adequately advise drivers in the area of construction of the paving and drainage pipe construction effort in progress. The Contractor shall coordinate with the City Inspector to determine the level of traffic control needed in the streets adjacent to parkway / street construction.

Measurement and payment for this pay item shall be made on the basis of the lump sum price bid which shall be full compensation for all work, materials, and incidentals necessary to provide adequate traffic control on the project for the duration of the project.

**SP-49.24: Pay Item No. 24 – Install Bermuda sod**

This pay item is for the installation of Bermuda sod at the end of construction. The contractor shall be responsible for establishing a watering schedule until the sod is properly established and shall be coordinated with the City. The contractor will be eligible for 60% of payment after installation and the remaining 40% once the sod is fully established.

Measurement and payment for this pay item shall be made on the basis of the unit price bid per square yard.

**-END OF SPECIAL PROVISIONS-**

## **SECTION IV**

# **CONSTRUCTION PLANS AND DETAILS**