

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH J&B FIVE POINT CONSTRUCTION, LLC, FOR DIRECTIONAL BORING SERVICES FOR DENTON MUNICIPAL ELECTRIC; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8054 – AWARDED TO J&B FIVE POINT CONSTRUCTION, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF \$12,000,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for directional boring services for Denton Municipal Electric; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8054	J&B Five Point Construction, LLC	\$12,000,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2022.

GERARD HUDSPETH, MAYOR

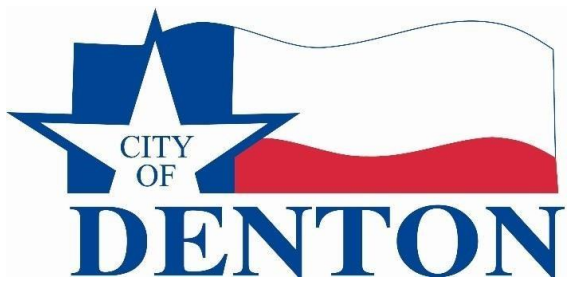
ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City
of Denton,
email=marcella.lunn@cityofdent
on.com, c=US
Date: 2022.11.01 17:47:52 -05'00'



Docusign City Council Transmittal Coversheet

RFP	8054
File Name	DIRECTIONAL BORING
Purchasing Contact	Christa Christian
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

SECTION 00 52 44**AGREEMENT - CSP**

THIS AGREEMENT, authorized on _____ is made by and between the City of Denton, a Texas home rule municipal corporation, acting by and through its duly authorized City Manager, (“City”), and J&B FIVE POINT CONSTRUCTION, LLC , authorized to do business in Texas, acting by and through its duly authorized representative, (“Contractor”).

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

Article 1. WORK

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

Article 2. PROJECT

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

8054 – Directional Boring**Article 3. CONTRACT PRICE**

City agrees to pay Contractor for performance of the Work in accordance with the Contract Documents an amount, in current funds, of Twelve Million Dollars (\$12,000,000.00).

Article 4. CONTRACT TIME

The contract term will be for one (1) year. The City and Contractor have the option to renew this contract for an additional four (4) one-year periods. Materials and services undertaken pursuant to this solicitation will be required to commence within fourteen (14) days of delivery of a Notice to Proceed. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

4.1 Time is of the essence.

ALL TIME LIMITS FOR COMPLETION AND FINAL ACCEPTANCE AS STATED IN THE CONTRACT DOCUMENTS, INCLUDING ANY INDIVIDUAL PROJECT TASK ORDERS, ARE OF THE ESSENCE TO THIS CONTRACT.

4.3 Final Acceptance.

The Work will be complete for Final Acceptance within the days specified in each project after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions.

Article 5. CONTRACT DOCUMENTS

5.1 CONTENTS:

A. The Contract comprises the entire agreement between City and Contractor concerning the Work and consists of this Agreement and the items set forth below. The Contract Documents consist of all items below other than this Agreement:

1. Attachments to this Agreement:

a. Proposal Form

1) Proposal Form

2) Unit Price Proposal Form

3) Vendor Compliance to State Law Non-Resident Offeror

4) State and Federal documents (*project specific*)

b. Current Prevailing Wage Rate Table

c. Worker's Compensation Affidavit

d. General Conditions.

e. Supplementary Conditions.

f. Division 01 – General Requirements and Technical Specifications

2. The following located in File 8054 at:

<https://lfpubweb.cityofdenton.com/MaterialsManagement/Browse.aspx?dbid=0&startid=19&row=1&cr=1>

a. Drawings.

b. Addenda.

c. Documentation submitted by Contractor prior to Notice of Award.

3. The following which shall be issued after the Effective Date of this Agreement and delivered to the City within ten (10) days of the Effective Date and before beginning Work:

a. Payment Bond

b. Performance Bond

c. Maintenance Bond

d. Power of Attorney for the Bonds

e. Form 1295 – Certificate of Interested Parties (email to City's Materials Management department)

f. Insurance Certificate

4. Specifications specifically made a part of the Contract Documents by attachment or, if not attached, as incorporated by reference and described in the Table of Contents of the Project's Contract Documents.

5. The following which may be delivered or issued after the Effective Date of the Agreement and, if issued, become an incorporated part of the Contract Documents:

a. Notice to Proceed.

b. Field Orders.

c. Change Orders.

d. Letter of Final Acceptance.

1 **Article 6. INDEMNIFICATION**

2 **6.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own**
3 **EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS,**
4 **AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS FOR**
5 **PERSONAL INJURY OR DEATH, ARISING OUT OF, OR ALLEGED TO ARISE**
6 **OUT OF, RELATED TO OR IN CONNECTION WITH THE WORK AND**
7 **SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS,**
8 **AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES**
9 **UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS**
10 **SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS**
11 **ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING**
12 **SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION**
13 **OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED**
14 **TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR ANY AND ALL**
15 **COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN**
16 **DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.**

17
18 **6.2 CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD**
19 **HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS,**
20 **SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS**
21 **FOR, LOSS OF, DAMAGE TO, OR DESTRUCTION OF, PROPERTY OF THE CITY**
22 **OR OF A THIRD PARTY, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF,**
23 **RELATED TO OR IN CONNECTION WITH THE WORK AND SERVICES TO BE**
24 **PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES,**
25 **SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT.**
26 **THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO**
27 **OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT**
28 **ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN**
29 **WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE**
30 **CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT**
31 **LIMITATION, INDEMNITY FOR ANY AND ALL COSTS, EXPENSES AND**
32 **LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH**
33 **CLAIMS AND CAUSES OF ACTIONS.**

34
35 **Article 7. MISCELLANEOUS**

36 **7.1 Capitalized Terms.**

37 Unless otherwise stated herein, capitalized terms used in this Agreement which are defined
38 in Article 1 of the General Conditions will have the meanings indicated in the General
39 Conditions.

40 **7.2 Assignment of Contract.**

41 This Agreement, including all of the Contract Documents may not be assigned by the
42 Contractor without the advance express written consent of the City.

1 7.3 Successors and Assigns.

2 City and Contractor each binds itself, its partners, successors, assigns and legal
3 representatives to the other party hereto, in respect to all covenants, agreements and
4 obligations contained in the Contract Documents.

5 7.4 Severability.

6 Any provision or part of the Contract Documents held to be unconstitutional, void or
7 unenforceable by a court of competent jurisdiction shall be deemed stricken, and all
8 remaining provisions shall continue to be valid and binding upon City and Contractor.

9 7.5 Venue and Waiver of Sovereign Immunity.

10 This Agreement, including all of the Contract Documents is performable in the State of
11 Texas. Venue shall be in the state district courts of Denton County, Texas. The City's
12 sovereign immunity is waived only to the extent set forth and in accordance with the
13 provisions of Subchapter I, Chapter 271 of the Texas Local Government Code or as otherwise
14 specifically waived by law. The City does not waive its sovereign immunity to suit in federal
15 court.

16 7.6 Authority to Sign.

17 Contractor hereby certifies that the person signing the Agreement on its behalf is the duly
18 authorized signatory of the Contractor.

19

20 7.7 Prohibition On Contracts With Companies Boycotting Israel.

21 Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government
22 Code, the City is prohibited from entering into a contract with a company for goods or
23 services unless the contract contains a written verification from the company that it: (1)
24 does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

25 The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms
26 in Section 808.001 of the Texas Government Code. ***By signing this contract, Contractor***
27 ***certifies that Contractor's signature provides written verification to the City that***
28 ***Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of***
29 ***the contract.***

30

31 7.8 Immigration Nationality Act.

32 Contractor shall verify the identity and employment eligibility of its employees who perform
33 work under this Agreement, including completing the Employment Eligibility Verification
34 Form (I-9). Upon request by City, Contractor shall provide City with copies of all I-9 forms
35 and supporting eligibility documentation for each employee who performs work under this
36 Agreement. Contractor shall adhere to all Federal and State laws as well as establish
37 appropriate procedures and controls so that no services will be performed by any Contractor
38 employee who is not legally eligible to perform such services. **CONTRACTOR SHALL**
39 **INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES,**
40 **LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY**
41 **CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS,**
42 **AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right
43 to immediately terminate this Agreement for violations of this provision by Contractor.

1
2 7.9 No Third-Party Beneficiaries.

3 This Agreement gives no rights or benefits to anyone other than the City and the Contractor
4 and there are no third-party beneficiaries.
5

6 7.10 No Cause of Action Against Engineer.

7 Contractor, its subcontractors and equipment and materials suppliers on the Project or their
8 sureties, shall maintain no direct action against the Engineer, its officers, employees, and
9 subcontractors, for any claim arising out of, in connection with, or resulting from the engineering
10 services performed. Only the City will be the beneficiary of any undertaking by the Engineer.
11 The presence or duties of the Engineer's personnel at a construction site, whether as on-site
12 representatives or otherwise, do not make the Engineer or its personnel in any way
13 responsible to Contractor or any other entity for those duties that belong to the City, and do
14 not relieve Contractor or any other entity of its obligations, duties, and responsibilities,
15 including, but not limited to, all construction methods, means, techniques, sequences, and
16 procedures necessary for performing, coordinating and completing all portions of the Work
17 in accordance with the Contract Documents and any health or safety precautions required by
18 such Work. The Engineer and its personnel have no authority to exercise any control over
19 any construction contractor or other entity or their employees in connection with their work
20 or any health or safety precautions.
21

22 SIGNATURE PAGE TO FOLLOW
23

IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's City Manager or his designee ("Effective Date").

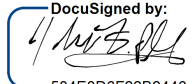
CITY OF DENTON

BY: _____

TITLE: _____

DATE: _____

J&B FIVE POINT CONSTRUCTION, LLC

BY:  DocuSigned by:
584E8D6F22B2446...
AUTHORIZED AGENT

Johnathan Forrest Polley

NAME

Managing Memebet

TITLE

940-391-6782

PHONE NUMBER

john@jandbfivepoint.com

EMAIL ADDRESS

2022 - 948275

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER (REQUIRED)

THIS AGREEMENT HAS BEEN BOTH
REVIEWED AND APPROVED as
to financial and operational
obligations and business terms.

DocuSigned by:
 Antonio Puente
E3760944C2BF4B5...
SIGNATURE PRINTED NAME

DME General Manager


TITLE

Electric

DEPARTMENT

ATTEST:
ROSA RIOS, CITY SECRETARY

APPROVED AS TO LEGAL FORM:
MACK RICHARD, CITY ATTORNEY

 Marcella Luna
4B070831B4AA438...

SECTION 00 41 01
PROPOSAL FORM - CSP

TO: *Christa Christian, CPPB*
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: *CSP 8054 Directional Boring*

1 Enter Into Agreement

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

2 OFFEROR Acknowledgements and Certification

- 2.1 This is an IDIQ contract that will be used on an as-needed basis. Each work order will have a unique site and the Proposer should take this into consideration in formulating its Proposal.
- 2.2 In submitting this Proposal, Offeror accepts all of the terms and conditions of the INVITATION TO OFFERORS and INSTRUCTIONS TO OFFERORS, including without limitation those dealing with the disposition of Offeror's Bond.
- 2.3 Offeror is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.
- 2.4 Offeror certifies that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 2.5 Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal.
- 2.6 Offeror has not solicited or induced any individual or entity to refrain from proposing.
- 2.7 Offeror has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
- a. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the proposal process.
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of City (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.
 - c. "collusive practice" means a scheme or arrangement between two or more Offerors, with or without the knowledge of City, a purpose of which is to establish proposal prices at artificial, non-competitive levels.

- d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

- 2.8 The Offeror acknowledges and agrees to comply with the requirements of City Ethics Ordinance No. 18-757.

3 Time of Completion

The Work will be complete for Final Acceptance within the days specified in each project.

4 Attached to this Proposal

- 4.1 The following documents are attached to and made a part of this Proposal:
- a. Section 00 35 14 – Conflict of Interest Affidavit – CSP
 - b. Section 00 41 01 – This Proposal Form – CSP
 - c. **Section 00 42 44 – Unit Price Proposal Form – CSP – Electronic Copy (either included in the Proposal, or submitted via Ion Wave)**
 - d. Section 00 43 38 – Proposed Subcontractors Form – CSP
 - e. Section 00 43 39 – Vendor Compliance to State Law Non-Resident Offeror – CSP
 - f. Section 00 45 14 – Safety Record Questionnaire – CSP
 - g. Section 00 45 27 – Contractor's Compliance with Workers Compensation Law – CSP
 - h. Section 00 45 44 – Corporate Resolution of Authorized Signatories – CSP
 - i. Any additional documents required by Paragraph 12 of Section 00 21 16 – Instructions to Offerors

5 Total Proposal Amount

- 5.1 Offeror will complete the Work in accordance with the Contract Documents for the line items rate specified in the unit price proposal form. In the space provided below, please enter the total proposed amount for all line items in the unit price proposal form. This figure will be read publicly by the City at the proposal opening.
- 5.2 It is understood and agreed by the Offeror in signing this proposal that the total proposed amount entered below is subject to verification and/or modification by multiplying the unit prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

TOTAL PROPOSAL AMOUNT: \$ 1,400,000.00

6 Proposal Submittal

6.1 It is understood by Offeror that submission of the total proposal amount is only one of the factors for the City's evaluation process, and that any award of contract will be based on the complete evaluation of the Proposal and Offeror by City under the terms provided in the Instructions to Offerors or any validly issued amendments or addenda.

6.2 This Proposal is submitted on August 2, 2022 by the entity named below.

7 Addendum Acknowledgement

7.1 PROPOSER has examined and carefully studied the Proposal Documents and Addenda, including the question and answers provided on the City's eBid website for the project. PROPOSER hereby acknowledges receipt of the following addenda: (list addenda by addendum number and date).

Addendum No.: <u>1</u>	Dated: <u>7/18/2022</u>
Addendum No.: <u>2</u>	Dated: <u>7/20/2022</u>
Addendum No.: <u>3 & 4</u>	Dated: <u>7/26/2022 & 8/2/2022</u>

Respectfully submitted,

By: Johnathan Polley
(Signature)

Johnathan Polley
(Printed Name)

Title: Manager / Business Development

Company: J&B Five Point Construction, LLC.

Address: 11325 FM 156, Justin, TX, 76249

State of Incorporation: Texas

Email: john@jandbfivepoint.com

Phone: 940-391-6782

END OF SECTION

Exhibit 1

Respondent's Business Name

J&B Five Point Construction, LLC.

Principal Place of Business (City and State)

Justin, TX**RFP 8054 Pricing Sheet for DIRECTIONAL BORING SERVICES FOR THE CITY OF DENTON**

The respondent shall complete the following section, which directly corresponds to the specifications. The contractor shall not make changes to this format.

Services Proposal Pricing:

ITEM	QTY	UOM	ID	Type of Service Requested	Unit Price	Extended Price
SECTION I – DIRECTIONAL BORE WITH NO CASING – Contractor is to install conduit lines provided by the City. Pit excavation and backfill is to be included.						
1	20000	FT	DBW1	Bore in Dirt with 2in or 2.5in Conduit Line installed	\$ 14.00	\$ 280,000.00
2	2000	FT	DBW2	Bore in Rock with 2in or 2.5in Conduit Line installed	\$ 16.00	\$ 32,000.00
3	10000	FT	DBW3	Bore in Dirt with 4in Conduit Line installed	\$ 18.00	\$ 180,000.00
4	1000	FT	DBW4	Bore in Rock with 4in Conduit Line installed	\$ 20.00	\$ 20,000.00
5	5000	FT	DBW5	Bore in Dirt with 6in Conduit Line installed	\$ 22.00	\$ 110,000.00
6	400	FT	DBW6	Bore in Rock with 6in Conduit Line installed	\$ 24.00	\$ 9,600.00
7	4000	FT	DBW7	8in Diameter Bore in Dirt with Conduit Lines installed	\$ 22.00	\$ 88,000.00
8	400	FT	DBW8	8in Diameter Bore in Rock with Conduit Lines installed	\$ 24.00	\$ 9,600.00
9	4000	FT	DBW9	10in Diameter Bore in Dirt with Conduit Lines installed	\$ 22.00	\$ 88,000.00
10	400	FT	DBW10	10in Diameter Bore in Rock with Conduit Lines installed	\$ 24.00	\$ 9,600.00
11	2000	FT	DBW11	12in Diameter Bore in Dirt with Conduit Lines installed	\$ 22.00	\$ 44,000.00
12	500	FT	DBW12	12in Diameter Bore in Rock with Conduit Lines installed	\$ 24.00	\$ 12,000.00
13	2000	FT	DBW13	14in Diameter Bore in Dirt with Conduit Lines installed	\$ 26.00	\$ 52,000.00
14	500	FT	DBW14	14in Diameter Bore in Rock with Conduit Lines installed	\$ 28.00	\$ 14,000.00
15	2000	FT	DBW15	16in Diameter Bore in Dirt with Conduit Lines installed	\$ 30.00	\$ 60,000.00
16	500	FT	DBW16	16in Diameter Bore in Rock with Conduit Lines installed	\$ 32.00	\$ 16,000.00
17	2000	FT	DBW17	18in Diameter Bore in Dirt with Conduit Lines installed	\$ 34.00	\$ 68,000.00
18	500	FT	DBW18	18in Diameter Bore in Rock with Conduit Lines installed	\$ 36.00	\$ 18,000.00
19	2000	FT	DBW19	20in Diameter Bore in Dirt with Conduit Lines installed	\$ 38.00	\$ 76,000.00
20	500	FT	DBW20	20in Diameter Bore in Rock with Conduit Lines installed	\$ 40.00	\$ 20,000.00
21	2000	FT	DBW21	24in Diameter Bore in Dirt with Conduit Lines installed	\$ 42.00	\$ 84,000.00
22	500	FT	DBW22	24in Diameter Bore in Rock with Conduit Lines installed	\$ 44.00	\$ 22,000.00
23	2000	FT	DBW23	30in Diameter Bore in Dirt with Conduit Lines installed	\$ 46.00	\$ 92,000.00
24	500	FT	DBW24	30in Diameter Bore in Rock with Conduit Lines installed	\$ 48.00	\$ 24,000.00
25	2000	FT	DBW25	36in Diameter Bore in Dirt with Conduit Lines installed	\$ 50.00	\$ 100,000.00
26	500	FT	DBW26	36in Diameter Bore in Rock with Conduit Lines installed	\$ 52.00	\$ 26,000.00
SECTION II: DIRECTIONAL BORES WITH STEEL CASING AND CONDUIT LINES INSTALLED. Price includes all costs required per specifications excluding steel casing and conduit line costs. Pit excavation and backfill to be included. Note: Pricing shall be by steel casing size. The contractor shall determine bore size needed. Steel casing cost will be determined by adding the appropriate line item from Section III.						
27	2000	FT	DBSC1	Bore in Dirt for 6in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 48.00	\$ 96,000.00
28	200	FT	DBSC2	Bore in Rock for 6in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 58.00	\$ 11,600.00
29	1000	FT	DBSC3	Bore in Dirt for 8in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 52.00	\$ 52,000.00
30	100	FT	DBSC4	Bore in Rock for 8in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 62.00	\$ 6,200.00
31	2000	FT	DBSC5	Bore in Dirt for 10in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 68.00	\$ 136,000.00
32	200	FT	DBSC6	Bore in Rock for 10in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 78.00	\$ 15,600.00
33	300	FT	DBSC7	Bore in Dirt for 12in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 100.00	\$ 30,000.00
34	100	FT	DBSC8	Bore in Rock for 12in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 108.00	\$ 10,800.00
35	300	FT	DBSC9	Bore in Dirt for 14in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 163.00	\$ 48,900.00
36	100	FT	DBSC10	Bore in Rock for 14in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 171.00	\$ 17,100.00
37	300	FT	DBSC11	Bore in Dirt for 16in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 171.00	\$ 51,300.00
38	100	FT	DBSC12	Bore in Rock for 16in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 179.00	\$ 17,900.00
39	300	FT	DBSC13	Bore in Dirt for 18in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 174.00	\$ 52,200.00
40	100	FT	DBSC14	Bore in Rock for 18in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 182.00	\$ 18,200.00
41	300	FT	DBSC15	Bore in Dirt for 20in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 184.00	\$ 55,200.00

Exhibit 1Respondent's Business Name **J&B Five Point Construction, LLC.**Principal Place of Business (City and State) **Justin, TX****RFP 8054 Pricing Sheet for DIRECTIONAL BORING SERVICES FOR THE CITY OF DENTON**

The respondent shall complete the following section, which directly corresponds to the specifications. The contractor shall not make changes to this format.

42	100	FT	DBSC16	Bore in Rock for 20in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 192.00	\$ 19,200.00
43	300	FT	DBSC17	Bore in Dirt for 24in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 195.00	\$ 58,500.00
44	100	FT	DBSC18	Bore in Rock for 24in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 203.00	\$ 20,300.00
45	300	FT	DBSC19	Bore in Dirt for 30in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 244.00	\$ 73,200.00
46	100	FT	DBSC20	Bore in Rock for 30in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 252.00	\$ 25,200.00
47	300	FT	DBSC21	Bore in Dirt for 36in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 248.00	\$ 74,400.00
48	100	FT	DBSC22	Bore in Rock for 36in diameter steel casing with Conduit Lines installed in Steel Casing	\$ 256.00	\$ 25,600.00
SECTION III: STEEL CASING TO BE SUPPLIED BY CONTRACTOR						
49	500	FT	SC4	4in Diameter steel casing with 0.2500in minimum thickness	\$ 11.00	\$ 5,500.00
50	500	FT	SC6	6in Diameter steel casing with 0.2500in minimum thickness	\$ 18.00	\$ 9,000.00
51	500	FT	SC8	8in Diameter steel casing with 0.2500in minimum thickness	\$ 22.00	\$ 11,000.00
52	500	FT	SC10	10in Diameter steel casing with 0.2500in minimum thickness	\$ 30.00	\$ 15,000.00
53	500	FT	SC12	12in Diameter steel casing with 0.2500in minimum thickness	\$ 60.00	\$ 30,000.00
54	500	FT	SC14	14in Diameter steel casing with 0.3125in minimum thickness	\$ 120.00	\$ 60,000.00
55	500	FT	SC16	16in Diameter steel casing with 0.3125in minimum thickness	\$ 125.00	\$ 62,500.00
56	500	FT	SC18	18in Diameter steel casing with 0.3125in minimum thickness	\$ 126.00	\$ 63,000.00
57	500	FT	SC20	20in Diameter steel casing with 0.3750in minimum thickness	\$ 130.00	\$ 65,000.00
58	500	FT	SC24	24in Diameter steel casing with 0.4375in minimum thickness	\$ 140.00	\$ 70,000.00
59	500	FT	SC30	30in Diameter steel casing with 0.5000in minimum thickness	\$ 180.00	\$ 90,000.00
60	500	FT	SC36	36in Diameter steel casing with 0.5625in minimum thickness	\$ 182.00	\$ 91,000.00
SECTION IV: BORES WITH STEEL CASING ONLY INSTALLED. Price includes all costs required per specifications excluding steel casing costs. Pit excavation and backfill to be included.						
61	2000	FT	DBS1	Bore in Dirt for 4in diameter steel casing installed in Steel Casing	\$ 60.00	\$ 120,000.00
62	200	FT	DBS2	Bore in Rock for 4in diameter steel casing installed in Steel Casing	\$ 60.00	\$ 12,000.00
63	1000	FT	DBS3	Bore in Dirt for 6in diameter steel casing installed in Steel Casing	\$ 67.00	\$ 67,000.00
64	100	FT	DBS4	Bore in Rock for 6in diameter steel casing installed in Steel Casing	\$ 70.00	\$ 7,000.00
65	2000	FT	DBS5	Bore in Dirt for 8in diameter steel casing installed in Steel Casing	\$ 71.50	\$ 143,000.00
66	200	FT	DBS6	Bore in Rock for 8in diameter steel casing installed in Steel Casing	\$ 73.50	\$ 14,700.00
67	300	FT	DBS7	Bore in Dirt for 10in diameter steel casing installed in Steel Casing	\$ 80.00	\$ 24,000.00
68	100	FT	DBS8	Bore in Rock for 10in diameter steel casing installed in Steel Casing	\$ 82.50	\$ 8,250.00
69	300	FT	DBS9	Bore in Dirt for 12in diameter steel casing installed in Steel Casing	\$ 87.00	\$ 26,100.00
70	100	FT	DBS10	Bore in Rock for 12in diameter steel casing installed in Steel Casing	\$ 90.00	\$ 9,000.00
SECTION V: DIRECTIONAL BORE (NO STEEL CASING) Contractor is to install conduit provided by the City. PIT EXCAVATION/BACKFILL SHALL NOT BE INCLUDED IN UNIT PRICING. In the event that pit excavation/backfill is required, Section VI includes separate pricing for these items. SEE SPECIAL EXCEPTIONS FOR THIS SECTION IN THE SOW (EXHIBIT 3)						
71	3500	FT	DB1	Bore in Dirt with 1in Line installed	\$ 12.00	\$ 42,000.00
72	1000	FT	DB2	Bore in Rock with 1in Line installed	\$ 14.00	\$ 14,000.00
73	15000	FT	DB3	2in Diameter Bore in Dirt	\$ 12.00	\$ 180,000.00
74	7500	FT	DB4	2in Diameter Bore in Rock	\$ 14.00	\$ 105,000.00
75	1500	FT	DB5	4in Diameter Bore in Dirt	\$ 16.00	\$ 24,000.00
76	750	FT	DB6	4in Diameter Bore in Rock	\$ 18.00	\$ 13,500.00
77	1500	FT	DB7	6in Diameter Bore in Dirt	\$ 20.00	\$ 30,000.00
78	750	FT	DB8	6in Diameter Bore in Rock	\$ 22.00	\$ 16,500.00
79	1500	FT	DB9	8in Diameter Bore in Dirt	\$ 20.00	\$ 30,000.00
80	750	FT	DB10	8in Diameter Bore in Rock	\$ 22.00	\$ 16,500.00
81	1500	FT	DB11	10in Diameter Bore in Dirt	\$ 20.00	\$ 30,000.00
82	750	FT	DB12	10in Diameter Bore in Rock	\$ 22.00	\$ 16,500.00
83	1500	FT	DB13	12in Diameter Bore in Dirt	\$ 20.00	\$ 30,000.00
84	750	FT	DB14	12in Diameter Bore in Rock	\$ 22.00	\$ 16,500.00
85	1500	FT	DB15	14in Diameter Bore in Dirt	\$ 24.00	\$ 36,000.00
86	750	FT	DB16	14in Diameter Bore in Rock	\$ 26.00	\$ 19,500.00
87	1500	FT	DB17	16in Diameter Bore in Dirt	\$ 28.00	\$ 42,000.00
88	750	FT	DB18	16in Diameter Bore in Rock	\$ 30.00	\$ 22,500.00
SECTION VI: MISCELLANEOUS						
89	As needed	EA	M1	Mobilization Fee for Bores less than 20 ft. in length.	\$ 750.00	

Exhibit 1

Respondent's Business Name	J&B Five Point Construction, LLC.
Principal Place of Business (City and State)	Justin, TX

RFP 8054 Pricing Sheet for DIRECTIONAL BORING SERVICES FOR THE CITY OF DENTON

The respondent shall complete the following section, which directly corresponds to the specifications. The contractor shall not make changes to this format.

90	As needed	LS	M2	Barricades, Warning, and Detour Signage (per job)	\$ 2,500.00	
91	As needed	LS	M3	Remove & repair of up 20 sq ft of concrete/asphalt	\$ 38.00	
92	As needed	LS	M4	Remove & repair of 20-40 sq ft of concrete/asphalt	\$ 75.00	
93	As needed	SY	M5	ADDER: Cleanup and Restoration (Section V only)	\$ 25.00	
94	As needed	FT	M6	ADDER: Excavation of Sending and Receiving Viewing Pit \$_____/ foot deep/ pit (Section V only)	\$ 750.00	
95	As needed	EA	M7	ADDER: Backfill of Viewing Pit (Section V only)	\$ 350.00	
96	As needed	HR	M8	ADDER: Hourly crew rate for waiting on pits to be excavated	\$ 400.00	
97	As needed	LS	M9	Payment and Performance Bonds for a single project exceeding \$250,000 (100% of \$250,000)	\$ 57,000.00	
100	As needed			Core drills to spot utilities under concrete/pavement	\$ 130.00	
* Per TxDOT standards					Grand Total:	\$ 4,219,768.00

98		EA	Number of boring machines available to City of Denton at one time	4.00
99		EA	Number of Crews Available to City of Denton at one time	4.00

SECTION 00 43 39**VENDOR COMPLIANCE TO STATE LAW NON-RESIDENT OFFEROR - CSP**

Texas Government Code Chapter 2252 was adopted for the award of contracts to nonresident offerors. This law provides that, in order to be awarded a best value contract where the offeror also offered the lowest proposal price, nonresident offerors (out-of-state contractors whose corporate offices or principal place of business are outside the State of Texas) propose on projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident offeror by the same amount that a Texas resident offeror would be required to underbid a nonresident offeror in order to obtain a comparable contract in the State which the nonresident's principal place of business is located.

The appropriate blanks in Section A must be filled out by all nonresident offerors in order for your proposal to meet specifications. The failure of nonresident offerors to do so will automatically disqualify that offeror. Resident offerors must check the box in Section B.

A. Nonresident offerors in the State of _____, our principal place of business, are required to be _____ percent lower than resident offerors by State Law. A copy of the statute is attached.

Nonresident offerors in the State of _____, our principal place of business, are not required to underbid resident Offerors.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas. ☒

OFFEROR:

J&B Five Point Construction, LLC

Company

11325 FM 156

Address

Justin / Texas / 76247

City/State/Zip

By: Johnathan Polley

(Please Print)

Signature: Johnathan Polley-MGR

Title: Manager / Business Development

(Please Print)

Date: 7/20/2022

END OF SECTION

"General Decision Number: TX20220016 08/05/2022

Superseded General Decision Number: TX20210016

State: Texas

Construction Type: Heavy

County: Denton County in Texas.

Heavy Construction, Including Treatment Plants (Does not include water/sewer lines)

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:	<ul style="list-style-type: none"> . 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 the 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:	<ul style="list-style-type: none"> . 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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 04/29/2022
3 08/05/2022

ASBE0021-003 08/01/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Includes
application of all insulating
materials, protective
coverings, coatings, and
finishings to all types of
mechanical systems).....\$ 25.87 4.23

ELEC0020-004 06/01/2021

Rates Fringes

Electricians:
Cable Splicer.....\$ 29.81 8.84
Electrician.....\$ 32.00 10.24

ELEC0220-001 06/29/2020

Rates Fringes

Line Construction:
CABLE SPLICERS.....\$ 17.12 14.5%+3.75
EQUIPMENT OPERATORS.....\$ 22.95 20.5%+6.50
GROUNDMAN.....\$ 17.13 4.5%+6.75
LINEMAN.....\$ 34.26 20.5%+6.50
TRUCK DRIVER.....\$ 20.56 9.5%+6.50

ENGI0178-001 06/01/2020

Rates Fringes

Cranes:
Hydraulic Crane (35 ton &
under).....\$ 32.35 13.10
Hydraulic over 35
tons,Derricks, Overhead
Gentry,Stiffleg,Tower,etc.,
and Cranes with
Piledriving or Caisson
attachements.....\$ 32.60 13.10

* IRON0263-010 06/01/2022

Rates Fringes

Ironworkers:
Reinforcing & Structural....\$ 27.14 7.68

PLUM0100-002 11/01/2021

Rates Fringes

Plumbers and Pipefitters.....\$ 34.48 13.07

SHEE0068-002 11/01/2012

Rates Fringes

Sheet metal worker.....\$ 27.64 8.84

* SUTX1990-039 08/01/1990

Rates Fringes

CARPENTER.....\$ 10.536 **

Concrete Finisher.....\$ 9.603 **

Form Builder.....\$ 8.036 **

Form Setter.....\$ 9.578 **

Laborers:

Common.....\$ 7.25 **

Utility.....\$ 7.25 **

Pipelayer.....\$ 7.961 **

Power equipment operators:

Backhoe.....\$ 10.971 **

Bulldozer.....\$ 9.942 **

Front end loader.....\$ 10.771 **

Mechanic.....\$ 9.88 **

Motor Grader.....\$ 11.633 **

Oiler.....\$ 9.183 **

Scraper.....\$ 8.00 **

TRUCK DRIVER.....\$ 7.465 **

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: 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.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

=====

END OF GENERAL DECISIO"

"General Decision Number: TX20220018 04/29/2022

Superseded General Decision Number: TX20210018

State: Texas

Construction Type: Heavy

Counties: Collin, Dallas, Denton, Ellis, Kaufman and Rockwall
Counties in Texas.

Water and Sewer Lines/Utilities (Including Related Tunneling
Where the Tunnel is 48" or Less in Diameter)

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).

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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:	<ul style="list-style-type: none"> . 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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0	01/07/2022
1	02/25/2022
2	04/29/2022

* PLUM0100-002 11/01/2021

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.48	13.07

* SUTX1991-004 09/23/1991

	Rates	Fringes
--	-------	---------

Laborers:

Common.....	\$ 7.25 **
Utility.....	\$ 7.467 **

Pipelayer.....\$ 7.828 **

Power equipment operators:

Backhoe.....	\$ 10.804 **
Crane.....	\$ 10.942 **
Front End Loader.....	\$ 9.163 **
Tunneling Machine (48" or less).....	\$ 9.163 **

TRUCK DRIVER.....\$ 8.528 **

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

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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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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A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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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:

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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.

=====

END OF GENERAL DECISIO"


SECTION 00 45 27**CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW - CSP**

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on 8054 - Directional Boring Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:J&B Five Point Construction, LLCBy: Johnathan Polley

Company

(Please Print)

11325 FM 156Signature: 

Address

Justin / Texas / 76247Title: Manager / Business Development

City/State/Zip

(Please Print)

THE STATE OF TEXAS

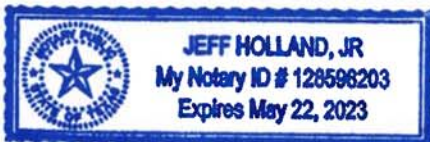
§

COUNTY OF DENTON

§

BEFORE ME, the undersigned authority, on this day personally appeared

Johnathan Polley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day ofAugust, 2022


Notary Public in and for the State of Texas

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**1.01 Defined Terms**

- A. Wherever used in the Contract or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof, and words denoting gender shall include the masculine, feminine and neuter. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument titled “Agreement”, “Agreement – CSP”, or “Agreement – Unit Price Bid” executed by the City and Contractor for the Work, setting forth the name of the Project, Contract Price, Contract Time and the items included in the Contract.
 3. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Award*—Authorization by the City Council for the City to enter into an Agreement.
 6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The term “Bid” shall be defined to include the term “Proposal” in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.
 7. *Bidder*—The individual or entity that submits a Bid directly to City. The term “Bidder” shall be defined to include the terms “Proposer” or “Offeror” in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.
 8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda). The term “Bidding Documents” shall be defined to include the terms “Proposal Documents” in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.
 9. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments. The term “Bidding Requirements” shall be defined to include the terms “Proposal Requirements” in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and will include the Request for Proposal or Invitation to Offerors, Instructions to Offerors, Offerors Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

10. *Business Day*—A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.
11. *Calendar Day*—A day consisting of 24 hours measured from midnight to the next midnight.
12. *Change Order*—A document which is prepared by the Contractor or City, approved by the City, and signed by Contractor and City, authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.
13. *City*—The City of Denton is, a Texas home-rule municipal corporation acting by its City Council through its City Manager or his or her designee.
14. *City Attorney*—The officially appointed City Attorney of the City of Denton or his or her designee.
15. *City Council*—The duly elected and qualified governing body of the City of Denton.
16. *City Manager*—The officially appointed authorized City Manager of the City of Denton.
17. *Contract*—The entire and integrated set of written instruments between the City and Contractor concerning the Work comprised of the Agreement and all Contract Documents, which written instruments supersede all prior negotiations, representations, or agreements, whether written or oral, concerning the Work.
18. *Contract Claim*—A demand or assertion by City or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Contract Claim.
19. *Contract Documents*—Those items so designated as “Contract Documents.” in the Agreement at Paragraph 5.1.A. Approved Submittals, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
20. *Contract Price*—The moneys payable by City to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 12.03 in the case of Unit Price Work). The Contract Price does not include any “Incentive”, if applicable.
21. *Contract Time*—The number of days or the dates stated in the Agreement to: (a) achieve Milestones, if any and (bb) complete the Work so that it is ready for Final Acceptance.
22. *Contractor*—The individual or entity with whom City has entered into the Agreement.
23. *Cost of the Work*—See Paragraph 12.01 of these General Conditions for definition.
24. *Damage Claims*—A demand for money or services arising from the Project or Site from a third party, City or Contractor exclusive of a Contract Claim.
25. *Day or day*—A day, unless otherwise defined, shall mean a Calendar Day.
26. *Drawings*—The part of the Contract Documents prepared or approved by an Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Submittals, as defined, are not considered Drawings as so defined here.

27. *Effective Date of the Agreement*—The date, indicated in the Agreement, on which it becomes effective,, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the City.
28. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, text, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
29. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by the Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
30. *Engineer*—The licensed professional engineer or engineering firm registered in the State of Texas performing professional services for the City.
31. *Extra Work*—Additional work made necessary by City-approved changes or alterations to the Contract Documents. Extra Work shall be part of the Work.
32. *Field Order*—A written directive issued by City that requires changes in the Work but does not involve a change to the Contract Price, Contract Time, or Drawings, Plan, or Shop Drawings.
33. *Final Acceptance*—The written notice given by the City to the Contractor that the Work specified in the Contract Documents has been completed to the satisfaction of the City.
34. *Final Inspection*—The inspection performed by the City to determine whether the Contractor has completed each and every part or appurtenance of the Work fully, entirely, and in conformance with the Contract Documents.
35. *General Requirements*—Sections of The information set forth in “Division 101 – General Requirements” of the Standard Construction Specification Documents.
36. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, P C B s , Petroleum, Hazardous Waste, Radioactive Material, or any other substance, product, waste or materials, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
37. *Hazardous Waste*—Any solid waste listed as hazardous or which possesses one or more hazardous characteristics as defined in applicable Laws and Regulations.
38. *Incidental or incidental*—Work items that the Contractor is not paid for directly, but costs for which are included under the various bid items of the Project.
39. *Laws and Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all

governmental bodies, agencies, authorities, and courts having jurisdiction over the Site or any portion or part of the Work to be performed.

40. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
41. *Major Item*—An item of work included in the Contract Documents that has a total cost equal to or greater than 5% of the original Contract Price.
42. *Milestone*—A principal event specified in the Contract Documents relating to the performance of an identified portion of the Work by an intermediate Contract Time prior to Final Acceptance of the Work.
43. *Notice of Award*—The written notice by City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed in such notice, City will sign and deliver the Agreement.
44. *Notice to Proceed*—A written notice given by City to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work specified in Contract Documents.
45. *PCBs*—Polychlorinated biphenyls.
46. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
47. *Plans*—This term will have the same definition of as “Drawings”.
48. *Project* —The Work to be performed under the Contract.
49. *Project Manager*—The authorized representative of the City who will be assigned to the Project.
50. *Project Manual*—The documentary information prepared for bidding or proposing and furnishing the Work.
51. *Project Schedule*—A schedule, prepared and maintained by Contractor, in accordance with the General Requirements, describing the sequence and duration of the activities comprising Contractor’s plan to achieve each Milestone and accomplish the Work within the Contract Time.
52. *Public Meeting*—An announced meeting conducted by the City to facilitate public participation and to assist the public in gaining an informed view of the Project.
53. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
54. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

55. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
56. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
57. *Site*—Lands or areas indicated in the Contract Documents as being furnished by City upon which the Work is to be performed, including rights-of-way, permits, and easements for access thereto, and such other lands furnished by City which are designated for the use of Contractor.
58. *Specifications or Technical Specifications* —The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work. Specifications may be specifically made a part of the Contract Documents by attachment or, if not attached, may be incorporated by reference as indicated in the Table of Contents (Section 00 00 00) of the Project.
59. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
60. *Submittal*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to the City to illustrate some portion of the Work.
61. *Subsidiary or subsidiary*—*These terms will have the same* definition as "Incidental. or incidental".
62. *Successful Bidder*—The Bidder to whom City issues a Notice of Award. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and is the Proposer or Offeror submitting the proposal or offer that provides the best value to the City and to whom the City issues a Notice of Award.
63. *Superintendent*—The representative of the Contractor who is available at all times and able to receive instructions from the City and to act for the Contractor.
64. *Supplementary Conditions*—The part of the Contract set forth at Division 00 73 00 that amends or supplements these General Conditions.
65. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
66. *Underground Facilities*—All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid

petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

67. *Unit Price Work*—Work for which the Contract Price is determined by multiplying the unit price for the item by the estimated quantity of the item.
68. *Weekend Working Hours*—Those hours between 8:00 a.m. and 8:30 p.m. on Saturday, and between 1:00 p.m. and 8:30 p.m. on Sunday or on a federal or state holiday observed by the City, as approved in advance by the City for performing Work.
69. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction including any Change Order or Field Order, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
70. *Working Day*—Defined as a Business Day but excluding any days that weather or other conditions beyond the reasonable control of the Contractor prevents the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7:00 a.m. and 8:00 p.m.

1.02 *Terminology*

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract includes the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by CityCity. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of City as to the Work. It is intended that such exercise of judgment, action, or determination will be to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).
- C. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 1. does not conform to the Contract Documents; or
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to City’s written notice of Final Acceptance.
- D. *Furnish, Install, Perform, Provide*
 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to execute, carry out, furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- E. Unless stated otherwise in the Contract, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City the performance bond, payment bond and maintenance bond that comply with the provisions of Chapter 2253 of the Texas Government Code. Work will not be allowed to begin until the performance and payment bonds have been provided by the Contractor to the City.
- B. Evidence of Contractor’s Insurance: When Contractor delivers the signed counterparts of the Agreement to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6. Work will not be allowed to begin until the evidence of insurance has been provided by the Contractor to the City.

2.02 *Copies of Documents*

- A. City shall furnish to Contractor one (1) original executed copy and one (1) electronic copy of the Contract, and three (3) additional copies of the Drawings. Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Before Starting Construction*

Baseline starting Work, Contractor shall submit for review by City the following in accordance with the Contract Documents:

- A. Baseline Schedules in accordance with General Requirements, Section 01 32 16.
- B. Preliminary Schedule of Submittals.
- C. Preliminary Schedule of Values: For lump sum contracts, a Schedule of Values for all of the Work that includes quantities and prices of items that when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Meeting*

- A. Before any Work at the Site is started, the Contractor shall attend a Preconstruction Meeting as specified in Section 01 31 19.

2.05 *Public Meeting*

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

2.06 *Initial Acceptance of Schedules*

- A. No progress payment shall be made to Contractor until acceptable Project Schedules are submitted to City in accordance with the Contract Documents.

2.07 *Electronic Submittals and Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the City and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then City and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to City.
- C. City will issue clarifications and interpretations of the Contract Documents as provided herein.
- D. The Specifications may vary in form, forma and style. Some Specification sections may be written in varying degrees of streamlined or declarative style, and some sections may be relatively narrative by comparison. Omission of such words and phrases as “the Contractor shall,” “in conformity with,” “as shown,” or “as specified” are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making Contract Claims or Damage Claims.

- E. The cross-referencing of Specification sections under the subparagraph heading “Related Sections include but are not necessarily limited to:” and elsewhere within each Specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross-referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not cross-referencing is provided in each section or whether the cross-referencing is complete or accurate.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

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

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor’s Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements, and conditions. Contractor shall promptly report in writing to City any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.
2. *Contractor’s Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to City in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.1717) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by City, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to City for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier; or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. In case of discrepancies, figured dimensions shall govern over scaled dimensions, Drawings shall govern over Specifications, and Supplementary Conditions shall govern over General Conditions and Specifications.

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor shall submit to the City in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. City will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. City will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. City's written clarification, interpretation, or decision will be final and binding on Contractor, unless Contractor appeals by filing a Contract Claim.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of CityCity and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without City's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**4.01** *Commencement of Contract Time; Notice to Proceed*

- A. The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Time commences to run. No Work may be done at the Site prior to the date on which the Contract Time commences to run.

4.03 *Delays in Contractor's Progress*

- A. If Contractor is delayed, City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project. The City shall be liable only to the extent allowed by the provisions of the Contract and as allowed by Subchapter I, Chapter 271 of the Texas Local Government Code.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. The Contractor shall receive no compensation for delays or hindrances to the Work, except when direct and unavoidable extra cost to the Contractor is caused by the failure of the City to provide information or material, if any, that the Contract specifies is to be furnished by the City.
- D. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of City, Contractor, and those for whom they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Time. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph 4.03. D. The Contractor is responsible for the prompt submission of a request for an adjustment to the Contract Time under this Paragraph to the City. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Time under this Paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with City, as contemplated in Article 8); and

4. Acts of war or terrorism.
- E. Contractor's entitlement to an adjustment of Contract Time or Contract Price is limited as follows:
 1. Contractor's entitlement to an adjustment of the Contract Time is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Time to which Contractor is otherwise entitled.
 3. Adjustments of Contract Time or Contract Price are subject to the provisions of Article 11.
- F. Each Contractor request or Change Order seeking an increase in Contract Time or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Time claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.08.
 6. Contractor shall also furnish such additional supporting documentation as City may require including, where appropriate, a revised Project Schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- G. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from undisclosed Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.03.F and 4.03.G.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. City shall furnish the Site. City shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which

Contractor must comply in performing the Work. City will be responsible for obtaining any necessary easements for permanent structures or permanent changes in existing facilities.

1. The City has obtained or anticipates acquisition of and/or access to right-of-way, and/or easements. Any outstanding right-of-way and/or easements are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding right-of-way, and/or easements.
 2. Unless otherwise specified in the Contract Documents, the City has or anticipates moving and/or relocating utilities, and obstructions to the Site. Any outstanding movement or relocation of utilities or obstructions is anticipated in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding utilities or obstructions to be moved and/or relocated by others.
- B. Upon reasonable written request of Contractor, City shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.
- C. Contractor shall provide for any additional lands and access thereto not included in the Site that may be required for construction facilities or storage of materials and equipment. The cost of such shall be part of the Contract Price.

5.02 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, worker car parking and the operations of workers to the Site, to adjacent areas that Contractor has arranged to use through construction easements or otherwise, and to other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with worker car parking, construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries, including death, and damage to or losses of property sustained by the owners or occupants of any such land or areas; provided that such damage, losses, injuries or deaths arose out of or result from the performance of the Work or arose out of or resulted from any other actions or conduct of the Contractor or those for whom Contractor is responsible.
2. At any time when, in the judgment of the City, the Contractor has obstructed, closed, or is carrying on operations in a portion of a street, right-of-way, or easement greater than is necessary for proper execution of the Work, the City may require the Contractor to reduce the area impacted to only that necessary for proper execution of the Work and/or to finish the section on which operations are in progress before work is commenced on any additional area of the Site.

3. Construction equipment, spoil materials, supplies, forms, buildings, labs, or equipment and supply storage buildings, or any other item that may be transported by flood flows, shall not be stored within existing federal floodways during the course of the Work.
 4. Should any Damage Claim be made by any such owner or occupant adversely impacted because of the performance of the Work, Contractor shall promptly attempt to resolve the Damage Claim.
 5. ***PURSUANT TO PARAGRAPH 7.21, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH ADVERSELY IMPACTED OWNER OR OCCUPANT AGAINST CITY.***
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Site Maintenance Cleaning:* If 24 hours after written notice is given to the Contractor that the clean-up at the Site is insufficient or occurring in a manner unsatisfactory to the City, the Contractor fails to correct the unsatisfactory condition and/or procedures, the City may take such direct action as the City deems appropriate to correct the clean-up deficiencies cited to the Contractor in the written notice, and the costs of such direct corrective action, plus 25 % of such costs, shall be deducted from the monies due or to become due to the Contractor under the Contract.
- D. *Final Site Cleaning:* Prior to Final Acceptance of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by City and any adjacent property owners, if applicable. At the completion of the Work, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, surplus materials, waste materials, rubbish and other debris and shall restore to original condition or better all areas impacted or disturbed by the Work.
- E. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.
- 5.03 *Subsurface and Physical Conditions*
- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. Those reports known to City of explorations and tests of subsurface conditions at or contiguous to the Site; and
 2. Those drawings known to City of existing physical conditions at or contiguous to the Site, including those drawings known to City depicting existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities.).
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A.

Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as technical data.

- C. *Reliance by Contractor on Technical Data:* Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of their officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any "technical data" is materially inaccurate; or
 2. is of such a nature as to require a change in the Contract Documents; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), notify City in writing about such condition.

- B. *Possible Price and Time Adjustments*
1. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Time if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a final commitment to City with respect to Contract Price and Contract Time by the submission of a Bid or becoming bound under the Contract; or

- b. The existence of such condition reasonably could have been discovered or revealed as a result of the examination of the Contract Documents or the Site; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
- C. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Engineer by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Supplementary Conditions::
- 1. City and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data;
 - b. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 - c. coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Not Shown or Indicated:*
- 1. If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.17), identify the owner of such Underground Facility and give notice to that owner and to City. Contractor shall be responsible for the safety and protection of such discovered Underground Facility.
 - 2. If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 11.
 - 3. Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports known to City relating to Hazardous Environmental Conditions that have been identified at the Site; or
 2. drawings known to City relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Reliance by Contractor on Technical Data*: Contractor is provided certain technical data identified in the Supplementary Conditions with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. Contractor may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness or accuracy of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.
- C. Contractor shall not be responsible for a Hazardous Environmental Condition uncovered or revealed at the Site if such Hazardous Environmental Condition was not shown or indicated in Drawings or Specifications or identified if the removal or remediation of such Hazardous Environmental Condition was not identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created by the actions of or with any materials brought to the Site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible and the costs associated with the same.
- D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.17); and (3) notify City (and promptly thereafter confirm such notice in writing). City may consider the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any.

- E. Contractor shall not be required to resume Work in connection with a Hazardous Environmental Condition identified pursuant to Paragraph 5.06.D or in any affected area until after City has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed.
- F. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work and the Contract Price. City may have such deleted portion of the Work performed by City's own forces or others.
- G. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.CityG OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.***
- H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Licensed Sureties and Insurers*

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

6.02 *Performance, Payment, and Maintenance Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, in accordance with the provisions of the Texas Government Code Chapter 2253 or successor statute and as required by the City, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. The performance and payment bonds must be provided by the Contractor to the City prior to the Contractor beginning any Work.

- B. Contractor shall furnish maintenance bonds in an amount equal to the Contract Price as security to protect the City against any defects in any portion of the Work described in the Contract Documents. Maintenance bonds shall remain in effect for two (2) years after the date of Final Acceptance by the City. The maintenance bond(s) shall be provided as directed by the City as part of the close-out of the Contract and shall be provided prior to the final payment being made.
- C. All bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws and Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, or its right to do business is terminated in the State of Texas, then Contractor shall promptly notify City in writing and shall, within 30 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, City may refuse to allow the Contractor to begin Work, exclude the Contractor from the Site and exercise City’s termination rights under Article 15.
- F. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.03 *Certificates of Insurance*

- A. Contractor shall deliver to City, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance and endorsements (and other evidence of insurance requested by City or any other additional insured) establishing that Contractor has obtained and is maintaining the policies and coverages required by these General Conditions and the Supplementary Conditions prior to beginning any Work.
 - 1. The certificate of insurance shall document the City, and all identified entities named in the Supplementary Conditions as “additional insureds” on all liability policies.
 - 2. The Contractor’s general liability insurance shall include a “per project” or “per location” endorsement, that shall be identified in the certificate of insurance provided to the City.
 - 3. The certificate shall be signed by an agent authorized to bind coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide.
 - 4. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers’ compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent

financial strength and solvency to the satisfaction City. If the rating is below that required, written approval of City is required.

5. All applicable policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City. In addition, the Contractor agrees to waive all rights of subrogation against the Engineer (if applicable), and each additional insured identified in the Supplementary Conditions
6. Failure of the City to demand such certificates or other evidence of full compliance with the insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such lines of insurance coverage or to provide such certificates or other evidence of full compliance with the insurance requirements.
7. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
8. Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If If City agrees in writing that coverage is underwritten may be written on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the effective date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the Contract and for three (3) years following Final Acceptance or for the warranty period provided for under the Contract Documents or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.
9. Policies shall have no exclusions by endorsements that either nullify or amend the required lines of coverage, nor or decrease the limits of said coverage unless such endorsements are approved in writing by the City. In the event a Notice of an Award has been issued or the Agreement executed, and the policy exclusions are determined to be unacceptable or the City desires that the Contractor obtain additional insurance coverage the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
10. For any proposed self-insured retention (SIR,) in excess of \$25,000.00, affecting insurance coverage, Contractor must obtain the written approval of the City in regard to asset value and stockholders' equity. In lieu of traditional insurance, proposed alternative coverage maintained through insurance pools or, risk retention groups, or self-funding will also require the written approval of the City.
11. Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis must be acceptable to and approved in writing by the City.
12. City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and limits when deemed necessary and prudent by the City based upon the scope of the Work, changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City. The City will provide prior notice of 90 days and the insurance adjustments shall be incorporated into the Work by Change Order.

13. City shall be entitled, upon written request to Contractor and without expense to City, to receive copies of policies and endorsements thereto and. City may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of the Contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either party or the underwriter on any such policies.
14. City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.

6.04 *Contractor's Insurance*

- A. *Workers Compensation and Employers' Liability:* Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of employees.
- B. *Commercial General Liability.* Coverage shall include but not be limited to covering liability (bodily injury, including death, or property damage) arising from: premises/operations, independent contractors, products/completed operations, personal injury including death, liability under an insured contract, and explosion/collapse/underground (where those exposures exist). Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the City. The Commercial General Liability policy shall have no exclusions by endorsements that would alter or nullify premises/operations, products/completed operations, contractual, personal injury, or advertising injury, that are normally contained with the policy, unless the City approves such exclusions in writing.

For construction projects that present a substantial completed operation exposure, the City may require the Contractor to maintain completed operations coverage for a minimum of no less than three (3) years following the completion of the project (if identified in the Supplementary Conditions)).
- C. *Automobile Liability.* A commercial business auto policy shall provide coverage on "any auto", defined as autos owned, hired and non-owned and provide indemnity for claims for damages because of bodily injury or death of any person and/or property damage arising out of or related to the work, maintenance or use of any motor vehicle by the Contractor, any

Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- D. *Railroad Protective Liability.* If any of the Work or any warranty work is within the limits of railroad right-of-way, the Contractor shall comply with the requirements identified in the Supplementary Conditions.
- E. *Notification of Policy Cancellation:* Contractor shall immediately notify City upon cancellation or other loss of insurance coverage. Contractor shall stop Work until replacement insurance has been procured. There shall be no time credit for delays or days not worked pursuant to this section.

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

- A. If City has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 6 or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, the City shall so notify the Contractor in writing within 10 Business Days after receipt of the certificates (or other evidence requested). Contractor shall provide to the City such additional information in respect of insurance provided as the City may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, the City shall notify the Contractor in writing of such failure prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Such failure to provide bonds or insurance as required by the Contract Documents is a breach of the terms of the Contract and the City may terminate the Contractor in accordance with the provisions of the Contract Documents.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 *Contractor’s Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not City-delegated professional design services under this Contract, and neither City nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall identify and assign a competent superintendent, who is proficient in English, and who shall not be replaced without written

notice to City of the name of the replacement superintendent. If at any time the superintendent is not satisfactory to the City, Contractor shall, if requested by City, replace the superintendent with another satisfactory to City.

- C. Contractor shall notify the City 24 hours prior to moving areas during the sequence of construction.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to City for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours on Business Days. Contractor will not permit the performance of Work outside of regular working hours on Business Days without City's prior written consent (which will not be unreasonably withheld)). Contractor's written request (by letter or electronic communication) for City's written consent must be made as follows:
 - 1. for Work beyond regular working hours on Business Days, request must be made by noon at least two (2) Business Days prior;
 - 2. for Work during Weekend Working Hours, request must be made by noon of the preceding Wednesday; and
 - 3. for Work on state or federal holidays observed by the City, request must be made sufficiently in advance of the holiday, to satisfy requirements for City Council approval.

7.04 Services, Materials, and Equipment

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

instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

- D. All items of standard equipment to be incorporated into the Work shall be the latest model at the time of bid, unless otherwise specified.

7.05 *Project Schedule*

- A. Contractor shall adhere to the Project Schedule established in accordance with Paragraph 2.06 and the General Requirements as it may be adjusted from time to time as provided below.
1. Contractor shall submit to the City for acceptance (to the extent indicated in Paragraph 2.06 and the General Requirements) proposed adjustments in the Project Schedule that will not result in changing the Contract Time. Such adjustments must comply with any provisions of the General Requirements applicable thereto.
 2. Contractor shall submit to City a monthly Project Schedule with a monthly progress payment request for the duration of the Contract in accordance with the Construction Progress Schedule, General Requirements 01 32 16.
 3. Proposed adjustments in the Project Schedule that will change the Contract Time shall be submitted in accordance with the requirements of Article 11. Adjustments in Contract Time may only be made by a Change Order.

7.06 *“Or Equals”*

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that City permit the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If City in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an “or equal” item. For the purposes of this Paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. the City determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to City.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the City or increase in Contract Time; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *City's Evaluation and Determination*: City will be allowed a reasonable time to evaluate each "or-equal" request. City may require Contractor to furnish additional data about the proposed "or-equal" item. City will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an "or-equal." City." City will advise Contractor in writing of its determination.
- D. *Effect of City's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The City's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If City determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that City consider the item a proposed substitution pursuant to Paragraph 7.07.

7.07 Substitutions

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that City permit the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related Work at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow City to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitution therefor. City will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by City will be as set forth in Paragraph 7.07.B, as supplemented by the Specifications, and as City may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to City for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application shall comply with Section 01 25 00 and:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be substantially similar in substance to the item specified; and

- 3) be well-suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will adversely impact Contractor's achievement of Final Acceptance on or before the Contract Time;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and Damage Claims of other contractors affected by any resulting change.
- B. *City's Evaluation and Determination:* City will be allowed a reasonable time to evaluate each substitution request. City may require Contractor to furnish additional data about the proposed substitute item. City will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until City's review is complete and City determines that the proposed item is an acceptable substitution. City's approval determination will be evidenced by a Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Time. City will advise Contractor in writing of any denial determination.
- C. *Special Guarantee:* City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitution. ***Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, employees, agents, consultants and subcontractors and anyone directly or indirectly employed by them from and against any and all claims, damages, losses and expenses (including attorney's fees) arising out of or relateds to the use of substituted materials or equipment.***
- D. *Reimbursement of City's Cost:* City will record City's costs in evaluating a substitution proposed or submitted by Contractor. Whether or not City approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse City for evaluating each such proposed substitute. Contractor shall also reimburse City for the charges for making changes in the Contract Documents (or in the provisions of any other direct contract with City) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *City Substitution Reimbursement:* Cost savings attributable to acceptance of a substitution shall be paid to City by Contractor by an appropriate Change Order decreasing the Contract Price.
- G. *Effect of City's Determination:* If City approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The City's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.07.D, by timely submittal of a Change Order.

7.08 *Concerning Subcontractors and Suppliers*

- A. Contractor shall perform with its own organization, and with the assistance of workmen under its immediate superintendence, work of a value not less than 35% of the Contract Price, unless otherwise approved by the City.
- B. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection, except as provided in Paragraph 7.08.C. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to City to perform and complete the Work in accordance with the Contract.
- C. The City may require the use of specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work , and will provide such requirements in the Supplementary Conditions.
- D. Contractor shall provide to City as part of the Bid, the identity of all proposed Subcontractors and Suppliers. Such proposed Subcontractor or Supplier shall be deemed acceptable to City unless City raises a substantive, reasonable objection prior to execution of the Agreement.
- E. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between City and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- F. No acceptance by City of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of City to the completion of the Work in accordance with the Contract Documents, Contract Price and Contract Time.
- G. Contractor shall be solely responsible for scheduling and coordinating the tasks of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

- H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of City. Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances or regulations, including but not limited to immigration laws, workers compensation laws and wage laws, in the hiring of any Subcontractor or Supplier and shall ensure that each Subcontractor or Supplier has the same obligations.
- I. Contractor shall restrict all Subcontractors and Suppliers from communicating with City, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.09 *Wage Rates*

- A. *Duty to pay Prevailing Wage Rates:* The Contractor shall comply with all requirements of Chapter 2258, Texas Government Code (as amended), including the payment of not less than the rates determined by the City Council of the City of Denton to be the prevailing wage rates in accordance with Chapter 2258. The then current prevailing wage rates at the time of execution of the Agreement are included in these Contract Documents.
- B. *Penalty for Violation:* A Contractor or any Subcontractor who does not pay the prevailing wage shall, upon demand made by the City, pay to the City \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the prevailing wage rates stipulated in these contract documents. This penalty shall be retained by the City to offset its administrative costs, pursuant to Texas Government Code Section 2258.023.
- C. *Complaints of Violations and City Determination of Good Cause:* On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023, Texas Government Code, by a Contractor or Subcontractor, the City shall make an initial determination, before the 31st day after the date the City receives the information, as to whether good cause exists to believe that the violation occurred. The City shall notify in writing the Contractor or Subcontractor and any affected worker of its initial determination. Upon the City's determination that there is good cause to believe the Contractor or Subcontractor has violated Chapter 2258, the City shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage rates, such amounts being retained from successive progress payments pending a final determination of the violation.
- D. *Arbitration Required if Violation Not Resolved:* An issue relating to an alleged violation of Section 2258.023, Texas Government Code, including a penalty owed to the City or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the Contractor or Subcontractor and any affected worker does not resolve the issue by agreement before the 15th day after the date the City makes its initial determination pursuant to Paragraph 7.09.C. If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required, a district court shall appoint an arbitrator on the petition of any of the persons. The City is not a party in the arbitration. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

- E. *Records to be Maintained:* The Contractor and each Subcontractor shall, for a period of three (3) years following the date of Final Acceptance, maintain records that show (i) the name and occupation of each worker employed by the Contractor in the construction of the Work provided for in this Contract; and (ii) the actual per diem wages paid to each worker. The records shall be available in Denton County, Texas at all reasonable hours for inspection by the City. The provisions of Paragraph 7.23, Right to Audit, shall pertain to this inspection.
- F. *Progress Payments:* With each progress payment request or payroll period, whichever is less, the Contractor shall submit an affidavit stating that the Contractor has complied with the requirements of Chapter 2258, Texas Government Code.
- G. *Posting of Wage Rates:* The Contractor shall post prevailing wage rates in a conspicuous place at the Site at all times.
- H. *Subcontractor Compliance:* The Contractor shall include in its subcontracts and/or shall otherwise require all of its Subcontractors to comply with Paragraphs 7.09.A through 7.09.G.

7.10 *Patent Fees and Royalties*

- A. Contractor shall pay all patent or license fees and royalties and pay all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any patent or license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents. Failure of the City to disclose such information does not relieve the Contractor from its obligations to pay said fees or, royalties or costs to others.
- B. ***TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE.***

7.11 *Permits and Utilities*

- A. *Contractor obtained permits and licenses.* Unless otherwise expressly provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. City shall provide reasonable assistance to Contractor, if necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work applicable at the time the Notice of Award is issued, except for permits provided by the City as specified in Paragraph 7.11.B. City shall pay the charges of utility service providers for connections for providing permanent service to the Work.

- B. *City obtained permits and licenses.* City will obtain and pay for those permits and licenses identified as City's responsibility in the Supplementary Conditions or Contract Documents. It will be the Contractor's responsibility to comply with and carry out the provisions of the permit. If the Contractor initiates changes to the Contract and the City approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agency, relating to the changes. The City will not reimburse the Contractor for any cost associated with the requirements of any City acquired permit. The following are permits the City will obtain if required:
1. Texas Department of Transportation Permits
 2. U.S. Army Corps of Engineers Permits
 3. Texas Commission on Environmental Quality Permits
 4. Railroad Company Permits
 5. Texas Department of Licensing and Regulation (TDLR) Permits
- C. *Outstanding permits and licenses.* Any outstanding permits and licenses are anticipated to be acquired in accordance with the schedule set forth in the Supplementary Conditions. The Project Schedule submitted by the Contractor in accordance with the Contract Documents must consider any outstanding permits and licenses.

7.12 *Taxes*

- A. On issuance of a Notice of Award by the City, an organization which qualifying for exemption pursuant to Texas Tax Code, Subchapter H (as amended), the Contractor may purchase, rent or lease all materials, supplies and equipment used or consumed in the performance of this contract by issuing to hisits Supplier an exemption certificate in lieu of the tax, said exemption certificate to comply with State Comptroller's Rulings applicable to Texas Tax Code, Subchapter H. Any such exemption certificate issued to the Contractor in lieu of the tax shall be subject to and shall comply with all applicable rulings pertaining to the Texas Tax Code, Subchapter H.
- B. Texas tax permits and information may be obtained from:
1. Comptroller of Public Accounts
Sales Tax Division
Capitol Station
Austin, TX 78711; or
 2. <http://www.window.state.tx.us/taxinfo/taxforms/93-forms.html>

7.13 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, City shall not be responsible for monitoring Contractor's compliance with any Laws and Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws and Regulations, Contractor shall be liable for all resulting claims, costs losses, and damages, and shall indemnify and hold harmless City, and its officers, elected

and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

- C. Changes in Laws and Regulations not known at the time of the City's issuance of a Notice of Award having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Time.

7.14 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. Contractor shall include accurate locations for buried and imbedded items. These record documents, together with all approved Samples, will be available to City for reference. Upon completion of the Work, Contractor shall deliver these record documents to City prior to Final Inspection.

7.15 *Safety and Protection*

- A. As between City and Contractor, Contractor shall be responsible for the safety of persons and property in the performance of the Work, for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. Contractor shall inform the City in writing of Contractor's designated safety representative at the Site.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.1515.C.2 or 7.1515.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be the responsibility of and remedied by Contractor at its expense.
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss;

and shall implement, erect and maintain all necessary safeguards for such safety and protection.

- F. Contractor shall notify City; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of City's safety programs, if any.
- H. Contractor shall inform City in advance in writing of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and City has issued a Letter of Final Acceptance.
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.16 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

7.17 *Emergencies and/or Rectification*

- A. In the event of threatened or actual emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to immediately act to prevent damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If City determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Change Order may be issued.
- B. Should the Contractor fail to respond to a request from the City to rectify any discrepancies, omissions, or correction necessary to conform with the requirements of the Contract Documents, the City shall give the Contractor written notice that such work or changes are to be performed. The written notice shall direct attention to the discrepant condition and request the Contractor to take remedial action to correct the condition. In the event the Contractor does not take proper action within 24 hours to fulfill this written request or fails to show just cause for not taking the proper action, within 24 hours, the City may take such remedial action with City resources or by contract. The City shall deduct an amount equal to the entire cost for such remedial action, plus 25% from any funds due or to become due the Contractor on the Project.

7.18 Submittals

- A. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit required Submittals to City for review and acceptance in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.03).
1. Contractor shall submit the Submittals in accordance with Section 01 33 00 of the General Requirements.
 2. Data shown on the Submittals must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to demonstrate to City the services, materials, and equipment Contractor proposes to provide, and to enable City to review the information for the limited purposes required by Paragraph 7.18.C.
 3. Submittals reviewed and accepted by City for conformance with the design concept shall be executed in conformity with the Contract Documents unless otherwise required by City.
 4. When Submittals are submitted for the purpose of showing the installation in greater detail, their review shall not excuse Contractor from requirements shown on the Drawings and Specifications.
 5. For-Information-Only submittals upon which the City is not expected to conduct a review or take responsive action may be so identified in the Contract Documents.
 6. Contractor shall submit the required number of Samples specified in the Specifications.
 7. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which it is intended and other data as City may require to enable City to review the Submittal for the limited purposes set forth in Paragraph 7.18.C.
- B. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to City's review and acceptance of the pertinent submittal will be at the sole risk, expense and responsibility of Contractor.
- C. City's Review
1. City will provide timely review of Submittals in accordance with the accepted Schedule of Submittals. City's review and acceptance will be to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. City's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents), or to safety precautions or programs incident thereto.
 3. City's review and acceptance of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 01 33 00 of the General

Requirements, and City has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

5. City's review and acceptance of a Submittal will not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.
6. City's review and acceptance of a Submittal, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Time or Contract Price, unless such changes are included in a Change Order.
7. Neither City's receipt, review, or acceptance of a Submittal will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in accepted Submittals, subject to the provisions of Section 01 33 00 of the General Requirements.

7.19 *Continuing the Work*

- A. Except as otherwise provided, Contractor shall carry on the Work and adhere to the Project Schedule during all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City and Contractor may otherwise agree in writing.

7.20 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to City that all Work will be in accordance with the Contract Documents and will not be defective. City and its officers, elected and appointed officials, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Contractor's warranty and guarantee under this Paragraph 7.20:
 1. Observations by Engineer or City;
 2. Recommendation by Engineer or payment by City of any progress or final payment;
 3. The issuance of a letter or certificate of Final Acceptance by City or any payment related thereto by City;
 4. Use or occupancy of the Work or any part thereof by City;
 5. Any review and acceptance of a Submittal by City;

6. Any inspection, test, or acceptance by others; or
 7. Any correction of defective Work by City.
- D. The Contractor shall remedy any defects or damages in the Work and pay for any damage to other work or property resulting therefrom which shall appear within a period of two (2) years from the date of Final Acceptance of the Work unless a longer period is specified. Contractor shall furnish a good and sufficient maintenance bond, complying with the requirements of Paragraph 6.02.B. The City will give notice of observed defects with reasonable promptness.

7.21 *Indemnification*

- A. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM , FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THESE CONTRACT DOCUMENTS. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY, OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS.**
- B. **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, AT ITS OWN EXPENSE, THE CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM FROM AND AGAINST ANY AND ALL LOSS, DAMAGE OR DESTRUCTION OF PROPERTY OF THE CITY, ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO, THE WORK AND SERVICES TO BE PERFORMED BY THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES UNDER THIS CONTRACT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY OR ITS OFFICERS, ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AGENTS, CONSULTANTS OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM.**

7.22 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, City will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Submittal related to the requirements indicated in Paragraph 7.22.B is prepared by Contractor, a Subcontractor, or others for submittal to City, then such Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to City.
- D. City shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under the conditions indicated in Paragraph 7.22.B, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.22, City's review, acceptance, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to the conditions indicated in Paragraph 7.22.B, will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.22;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

7.23 *Right to Audit*

- A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract during the term of the Contract and for five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be made available, in Denton County, Texas within ten (10) Business Days of City's written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within Denton County, Texas. Except as otherwise provided herein, the cost of the audit will be borne by the City

unless the audit reveals an overpayment of 1% or greater. If the City is undertaking an audit or inspection pursuant to Paragraph 7.09 or if an overpayment of 1% or greater occurs, the City's reasonable cost of the audit, including any travel costs, must be paid by the Contractor within five (5) Business Days of receipt of City's invoice for such costs.

- B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

7.24 *Nondiscrimination*

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

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the City may perform other work at or adjacent to the Site. Such other work may be performed by City's employees, or through contracts between the City and third parties. City may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If City performs other work at or adjacent to the Site with City's employees, or through contracts for such other work, then City shall give Contractor written notice thereof prior to starting any such other work, if such other work is not noted in the Contract Documents.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and City, if City is performing other work with City's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of City and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to City in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with

Contractor's Work except for latent defects and deficiencies in such other work that could not have been discovered through a proper inspection.

- F. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by City. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.D.3.

8.02 *Coordination*

- A. If City intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with City's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, City shall have authority for such coordination.

8.03 *Legal Relationships*

- A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work.
- B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any Damage Claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend and hold harmless City and Engineer, and the officers, elected and appointed officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – CITY’S RESPONSIBILITIES**9.01 *Communications to Contractor***

- A. Except as otherwise provided in the Supplementary Conditions, City shall issue all communications to Contractor.

9.02 *Furnish Data*

- A. City shall promptly furnish the data required of City under the Contract Documents.

9.03 *Pay When Due*

- A. City shall make payments to Contractor when they are due in accordance with and subject to the provisions of Article 14.

9.04 *Lands and Easements; Reports, Tests, and Drawings*

- A. City’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Article 5 refers to City’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by City in preparing the Contract Documents.

9.05 *Change Orders*

- A. City’s responsibilities with respect to Change Orders are set forth in Article 11.

9.06 *Inspections, Tests, and Approvals*

- A. City’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.02.DD.

9.07 *Limitations on City’s Responsibilities*

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

9.08 *Undisclosed Hazardous Environmental Condition*

- A. City’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.09 *Compliance with Safety Program*

- A. While at the Site, City’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which City has been informed in advance in writing pursuant to Paragraph 7.15.

ARTICLE 10 – CITY’S OBSERVATION DURING CONSTRUCTION**10.01** *City’s Project Manager or Duly Authorized Representative*

- A. City will provide a Project Manager or duly authorized representative during the construction period. The duties and responsibilities and the limitations of authority of City’s Project Manager or duly appointed representative during construction are set forth in the Contract Documents.
- B. City’s Project Manager for these Contract Documents is as set forth in the Supplementary Conditions. City will establish a duly authorized representative at the Preconstruction Meeting in accordance with Section 01 31 19 of the General Requirements.

10.02 *Visits to Site*

- A. City will make visits to the Site at intervals appropriate to the various stages of construction as City deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, City will determine, in general, if the Work is proceeding in accordance with the Contract Documents. City will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. City’s efforts will be directed toward providing City a greater degree of confidence that the completed Work will conform generally to the Contract Documents.
- B. City’s visits and observations are subject to all the limitations on City’s responsibility set forth in Paragraph 99.07. Particularly, but without limitation, during or as a result of City’s visits or observations of Contractor’s Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Determinations for Work Performed*

- A. As applicable, Contractor will determine the actual quantities and classifications of Work performed.. City’s Project Manager or duly authorized representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City’s written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. City will be the interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder.
- B. City will render a written decision on any issue referred.
- C. City’s written decision on the issue referred will be final and binding on the Contractor, subject to the provisions of Paragraph 11.07.

ARTICLE 11 – CHANGES IN THE WORK; CLAIMS; EXTRA WORK**11.01 *Amending and Supplementing the Contract***

- A. The Contract may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof, including in the Contract Price or Contract Time, but such amendment will be made by Change Order only.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work not involving a change in Contract Price or Contract Time, may be authorized, by one of the following ways:
 - 1. A Field Order; or
 - 2. City's review of a Submittal (subject to the provisions of Paragraph 7.18.C); or
 - 3. City's written interpretation or clarification.

11.02 *Execution of Change Orders*

- A. City and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Time which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed..
 - 2. Changes in the Work which are: (a) ordered by City pursuant to Paragraph 11.04, (b) required because of City's acceptance of defective Work under Paragraph 13.05 or City's correction of defective Work under Paragraph 13.08, or (c) as otherwise agreed to by the parties.

11.03 *Field Orders*

- A. City may authorize minor variations and deviations in changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Time and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on both the City and Contractor, which shall perform the Work involved promptly.

11.04 *Authorized Changes in the Work – Extra Work*

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

11.05 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract

Documents, as amended, modified, or supplemented as allowed herein, except in certain cases of an emergency as provided in Paragraph 7.17.A.

11.06 *Dispute of Extra Work*

- A. Should a difference arise as to what does or does not constitute Extra Work, or as to the payment for such Extra Work, and the City requires its performance, the Contractor shall proceed with the Extra Work after making written request for a Change Order and shall keep accurate account of the actual reasonable cost thereof. Contract Claims regarding Extra Work shall be made pursuant to Paragraph 11.07.
- B. The Contractor shall furnish the City such records of all deviations from the original Contract Documents as may be necessary to enable the City to prepare for permanent record a corrected set of plans showing the actual work performed.
- C. The compensation agreed upon for Extra Work whether or not initiated by a Change Order shall be the full, complete and final payment for all charges, fees and costs Contractor incurs as a result of or relating to the Extra Work, whether said charges, fees or costs are known, unknown, foreseen or unforeseen at that time, including without limitation, any charges, fees or costs for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of the Extra Work.

11.07 *Contract Claims Process*

- A. *City's Decision Required:* All Contract Claims, except those waived pursuant to Paragraph 14.08, shall be referred to the City for decision. A decision by City shall be required as a condition precedent to any exercise by Contractor of any rights or remedies he may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Contract Claims.
- B. *Notice:*
 - 1. Written notice stating the general nature of each Contract Claim shall be delivered by the Contractor to City no later than 15 days after the start of the event giving rise thereto. The responsibility to substantiate a Contract Claim shall rest with the party making the Contract Claim.
 - 2. Notice of the amount or extent of the Contract Claim, with supporting data shall be delivered to the City no later than 45 days after the start of the event giving rise thereto (unless the City notifies Contractor in writing that City will allow additional time for Contractor to submit additional or more accurate data in support of such Contract Claim).
 - 3. A Contract Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 11.08.
 - 4. A Contract Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.09.
 - 5. Each Contract Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of said event.

6. The City shall submit any response to the Contractor within 30 days after receipt of the Contractor's last submittal (unless in connection with the Contract Claim (unless Contractor allows the City additional time to submit a response).
- C. *City's Action:* City will review each Contract Claim and, within 30 days after receipt of the last submittal of the Contractor unless action by City's Council is required, take one of the following actions in writing:
 1. deny the Contract Claim in whole or in part;
 2. approve the Contract Claim; or
 3. notify the Contractor that the City is unable to resolve the Contract Claim if, in the City's sole discretion, it would be inappropriate for the City to do so. For purposes of further resolution of the Contract Claim, such notice shall be deemed a denial.
- D. City's written action under this Paragraph 11.07 will be final and binding, unless City or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- E. No Contract Claim for an adjustment in Contract Price or Contract Time will be valid if not submitted in accordance with this Paragraph 11.07.
- F. If the City fails to take any action pursuant to this Paragraph 11.07, the Contract Claim is considered to have been denied by the City.

11.08 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order.
- B. TheThe value of any Work covered by a Change Order will be determined as follows:
 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum or unit price (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.08.C.2), and shall include the cost of any secondary impacts that are foreseeable at the time of pricing the cost of Extra Work; or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum or unit price, then on the basis of the Cost of the Work (determined as provided in Paragraph 12.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.08.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit will be determined as follows:
 1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. For costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3, the Contractor's fee will be 15 percent except for:
 - 1) rental fees for Contractor's own equipment; and
 - 2) bonds and insurance;
- b. For costs incurred under Paragraph 12.01.B.4, the Contractor's fee will be 5 percent;
 - 1) Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.08.C.2.a and 11.08.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 12.01.B.1, 12.01.B.2, and 12.01.B.3 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, in no case shall the cumulative total of fees paid be in excess of 25% of the Cost of the Work;
- c. No fee will be payable on the basis of costs itemized under Paragraphs 12.01.B.5, 12.01.B.6, and 12.01.C;
- d. The amount of credit to be allowed by Contractor to City for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

11.09 *Change of Contract Time*

- A. The Contract Time may only be changed by a Change Order.
- B. No extension of the Contract Time will be allowed under a Change Order for Extra Work or for claimed delay unless the Extra Work contemplated or claimed delay is shown to be on the critical path of the Project Schedule or Contractor can show by critical path method analysis how the Extra Work or claimed delay adversely affects the critical path.
- C. Delay, disruption, and interference in the Work, and any related changes in Contract Time, are addressed in and governed by Paragraph 4.03.

11.10 *Notification to Surety*

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

ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT**12.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work:* The term “Cost of the Work” means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 12.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* The term, “Cost of the Work” means the sum of all costs, except those excluded in Paragraph 12.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work is covered by a Change Order, the costs reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those calculated based on the prevailing wage rates contained in the Contract Documents, shall not include any of the costs itemized in Paragraph 12.01.C, and may include as applicable, but not be limited to the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs shall include, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours on Business Days, during Weekend Working Hours, or on a state or federal holiday observed by the City, shall be included in the above to the extent authorized by City.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith.
 3. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others, in accordance with rental agreements approved in writing by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. and the Contract Documents. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

4. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City. Contractor shall deliver such bids to City, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 12.01 and Paragraph 11.08.C.
5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work and specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically included in the Contract.
6. Supplemental costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and temporary office or facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations, excluding those taxes for which an exemption is available as described in Paragraph 7.12.
 - d. Deposits lost for causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of CityCity. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - f. The cost of utilities, fuel, and sanitary facilities at the Site.
 - g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - h. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically covered in the Contract. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the acts, omissions, negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Agreement will be determined as set forth in the Contract.
 - b. for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as set forth in Paragraph 11.08.C.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order for an adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.08.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 12, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices, and submit in a form acceptable to City an itemized cost breakdown together with supporting data. Subject to prior written notice, City will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by City. Contractor will be responsible for ensuring that pertinent Subcontractors will afford such access to City, and preserve such documents, to the same extent as is required of Contractor.

12.02 Allowances

- A. *Specified Allowance*: It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to City.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances, have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of City.
- D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

12.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by City subject to the provisions of Paragraph 10.03.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items shall be considered incidental to Unit Price Work listed and the cost of incidental work included as part of the unit price.
- D. Adjustments in Contract Price
 - 1. City may make an adjustment in the Contract Price in accordance with Paragraph 11.08 if:
 - a. the quantity of the item of Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. there is no corresponding adjustment with respect to any other item of Work.
 - 2. Adjusted unit prices will apply to all units of that item.

- E. Increased or Decreased Quantities: The City reserves the right to order Extra Work in accordance with Paragraph 11.04.
1. If the changes in quantities or the alterations do not significantly change the character of the Work under the Contract Documents, the altered Work will be paid for at the Contract unit price.
 2. If the changes in quantities or alterations materially and significantly change the character of the Work, the Contract will be amended by a Change Order.
 3. If no unit prices exist, this any increase or decrease in quantities will be considered Extra Work and the Contract will be amended by a Change Order in accordance with Article 11.
 4. A significant change in the character of Work occurs when:
 - a. the character of work for any Item as altered differs materially or significantly in kind or nature from that in the Contract; or
 - b. a Major Item of work varies by more than 25% from the original Contract quantity.
 5. When the quantity of work to be done under any Major Item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.
 6. When the quantity of work to be done under any Major Item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

12.04 Plans Quantity Measurement for Unclassified Excavation or Embankment

- A. Plans quantities may or may not represent the exact quantity of Work performed or material moved, handled, or placed during the term of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised in accordance with the Contract.
- B. If the total actual quantity measured for an individual item varies by more than 25% (or as stipulated under "Price and Payment Procedures" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized Work done for payment purposes. The party to the Contract requesting the adjustment will provide field measurements and calculations showing the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 11.
- C. When quantities are revised by a change in design approved by the City, by Change Order, or to correct an error, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount identified in the approved change, and the 25% variance provisions of Paragraph 12.04.B will apply to the new plans quantity.
- D. If the total Contract quantity multiplied by the unit price bid for an individual Item is less than \$250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the City and Contractor agree in writing to fix the final quantity as a plans quantity.

- E. For callout work or non-site specific Contracts, the plans quantity measurement requirements are not applicable.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Access to Work

- A. City and its Engineer, consultants, representatives, employees, and independent testing laboratories, and authorities having jurisdiction shall have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

13.02 Tests and Inspections

- A. Contractor shall give City timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. If the Contract Documents or any Laws and Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish City the required certificates of inspection, testing or approval, except that those fees specifically identified in the Supplementary Conditions or any Texas Department of Licensure and Regulation (TDLR) inspections, which shall will be paid as described in the Supplementary Conditions.
- C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections, tests, re-tests, and approvals required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to City;
 - 2. to attain City's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City.

- D. City may arrange for the services of an independent testing laboratory ("Testing Lab") to perform any inspections or tests ("Testing") for any part of the Work, as determined solely by City.
 - 1. City will coordinate such Testing to the extent possible, with Contractor;

2. Should any Testing under this Section 13.03.D result in a “fail”, “did not pass” or other similar negative result, the Contractor shall be responsible for paying for any and all retests. Contractor’s cancellation without cause of City initiated Testing shall be deemed a negative result and require a retest.
 3. Any amounts owed for any retest under this Section 13.02.D shall be paid directly to the Testing Lab by Contractor. City will forward all invoices for retests to Contractor.
 4. If Contractor fails to pay the Testing Lab, City will not issue Final Payment until the Testing Lab is paid.
- E. If the Contract Documents require the Work (or part thereof) to be approved by City or another designated individual or entity, then Contractor shall assume full responsibility for seeking and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without the written approval of City, Contractor shall, if requested by City, uncover such Work for observation. Such uncovering and the recovering of such Work will be at Contractor’s expense.

13.03 *Defective Work*

- A. *Contractor’s Obligation:* It is Contractor’s obligation to assure that the Work is not defective.
- B. *City’s Authority:* City has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Written notice of all defective Work of which City has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if City has rejected the defective Work, shall remove the defective Work from the Project and replace it with Work that is not defective. Failure to require the removal of any defective Work shall not constitute acceptance of such Work.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair City’s warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Contractor or City by governmental authorities because the Work is defective, and the costs of repair, replacement or reconstruction of work of others resulting from defective Work.

13.04 *Rejecting Defective Work*

- A. City will have authority to reject Work which City believes to be defective or will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. City will have authority to conduct special inspection or testing

of the Work as provided in this Article 13, whether or not the Work is fabricated, installed, or completed.

13.05 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Acceptance, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of the Work so accepted.

13.06 *Uncovering Work*

- A. City has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the Contract Documents or specific instructions of City and if requested by City, Contractor shall uncover such Work for City's observation, inspection or testing and then replace the covering, all at Contractor's expense.
- C. If City considers it necessary or advisable that covered Work be observed by City or inspected or tested by others, then Contractor, at City's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as City may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). City shall be entitled to accept defective Work in accordance with Paragraph 13.05 and in such case Contractor shall still be responsible for all costs associated with exposing, observing, and testing defective Work.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an extension of the Contract Time to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

13.07 *City May Stop the Work*

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

13.08 City May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from City to correct defective Work, or to remove and replace defective Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then City may, after providing 7 days' advance written notice to Contractor, correct or remedy any such deficiency.
- B. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, City's representatives, agents and employees, and City's other contractors access to the Site to enable City to exercise the rights and remedies under this Paragraph 13.08.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court, or arbitration or other dispute resolution costs) incurred or sustained by City in exercising the rights and remedies under this Paragraph 13.08 will be the responsibility of and will be charged against Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the exercise by City of City's rights and remedies under this Paragraph 13.08.

ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD**14.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Paragraph 2.03 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to City. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 12.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments
 - 1. Contractor is responsible for providing all information as required to become a vendor of the City.
 - 2. At least 20 days before the date established in the General Requirements for each progress payment (but not more often than once a month), Contractor shall submit to City for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

3. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) bill of sale, invoice, or purchase order payments, copies of cancelled checks or other documentation establishing full payment by Contractor for the materials and equipment; (b) at City's request, documentation warranting that City has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, or other arrangements to protect City's interest therein, all of which must be satisfactory to City.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received on account of the Work by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

C. Review of Applications

1. City will, after receipt of each Application for Payment, either indicate in writing it will proceed to process the Application for Payment or return the Application to Contractor indicating reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. City's processing of any payment requested in an Application for Payment will be based on City's observations of the executed Work, and on City's review of the Application for Payment and the accompanying data and schedules, that based City's actual knowledge:
 - a. the Work has progressed to the point indicated; and
 - b. the quality and/or quantity of the Work is generally in accordance with the Contract Documents (subject to any subsequent evaluations of the Work, an evaluation of the Work as a functioning whole prior to or upon Final Acceptance, the results of any subsequent tests or inspections called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraphs 10.05 and 12.03, and any other qualifications stated).
3. Processing any such payment will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
 - b. there are no other matters or issues between the parties that might entitle Contractor to be paid additionally by City or entitle City to withhold payment to Contractor; or
 - c. Contractor has complied with Laws and Regulations applicable to Contractor's performance of the Work.
4. City may refuse to process or pay the whole or any part of any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, and

may revise or revoke any such payment previously made, to such extent as may be necessary to protect City from loss because:

- a. the Work is defective, or the completed Work has been damaged by the Contractor or his subcontractors, requiring correction or replacement;
- b. there are discrepancies in quantities contained in previous applications for payment;
- c. the Contract Price has been reduced by Change Orders;
- d. City has been required to correct defective Work in accordance with Paragraph 1313.08, or has accepted defective Work pursuant to Paragraph 13.05;
- e. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- f. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Retainage:

1. For all contracts, retainage shall be five percent (5%).

E. *Liquidated Damages*: For each calendar day that any work shall remain uncompleted after the time specified in the Contract Documents, the sum per day specified in the Agreement will be paid by the Contractor to the City, not as a penalty, but as liquidated damages suffered by the City. If feasible, the parties may agree to have the liquidated damages deducted from any amounts owned to Contractor by City instead of being paid directly to City by Contractor.

F. *Payment*: Contractor will be paid pursuant to the requirements of this Article 14 and payment will become due in accordance with the Contract Documents.

G. Reduction in Payment

1. City may refuse to make payment of the of the amount requested because:
 - a. Claims have been made against City based on Contractor's performance or furnishing of the Work, or City has incurred costs, losses, or damages resulting from Contractor's performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;

- g. City has been required to correct defective Work in accordance with Paragraph 13.08, or has accepted defective Work pursuant to Paragraph 13.05;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones or Final Acceptance of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to City to secure the satisfaction and discharge of such Liens;
 - l. Other items entitle City to a set-off against the payment amount requested; or
 - m. City has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.
2. If City refuses to make payment of the amount requested, City will give Contractor written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, within a reasonable time after Contractor remedies the reasons for such action to the satisfaction of City and City has confirmed such action.

14.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to City no later than the time of payment free and clear of all Liens.

14.03 *Partial Utilization*

- A. Prior to Final Acceptance of all the Work, City may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which City determines constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. City at any time may notify Contractor in writing to of any such part of the Work which City determines to be ready for its intended use. In addition, City may request in writing that Contractor permit City to use or occupy any such part of the Work that City believes to be substantially complete, subject to the following conditions:
- 1. At any time, Contractor may notify City that Contractor considers any such part of the Work ready for its intended use.
 - 2. Within a reasonable time after notification as enumerated in Paragraph 14.03, City and Contractor shall make an inspection of that part of the Work to determine its status of completion. If City does not consider that part of the Work to be substantially complete, City will notify Contractor in writing giving the reasons therefor.
 - 3. Partial Utilization by City will not constitute Final Acceptance by City.

14.04 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work is complete in accordance with the Contract Documents:
 - 1. City will promptly schedule a Final Inspection with Contractor.
 - 2. City will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- B. City reserves the right to deny request for Final Inspection if City determines that the entire Work is not sufficiently complete to warrant a Final Inspection.

14.05 *Final Acceptance*

- A. Upon completion by Contractor to City's satisfaction, of any and all Work in accordance with the Contract Documents, including any corrections or additional Work identified in the Final Inspection and delivery of all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurances, certificates of inspection, annotated record documents and other required documents in accordance with the Contract Documents, City will issue to Contractor a letter of Final Acceptance.

14.06 *Final Payment*

- A. Application for Payment
 - 1. Upon receipt of a letter of Final Acceptance from City, Contractor may make application for Final Payment following the procedures for requesting payments in accordance with the Contract Documents.
 - 2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 6.03;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to City free and clear of any Liens or other title defects or will so pass upon final payment.
 - d. a list of all Contract Claims or Damage Claims against City that Contractor believes are unsettled; and
 - e. affidavits of payments and complete and legally effective releases or waivers (satisfactory to City) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- B. Payment Becomes Due: The final payment requested by Contractor, less previous payments made and less any sum to which City is entitled, including but not limited to liquidated damages, will become due and payable:
 - 1. After City's acceptance of the Application for Payment and accompanying documentation; and

2. After all Damage Claims have been resolved:

- a. directly by the Contractor; or
- b. Contractor provides evidence that the Damage Claim has been reported to Contractor's insurance provider for resolution.

The making of the final payment by the City shall not relieve the Contractor of any guarantees or other requirements of the Contract that continue thereafter.

14.07 *Final Completion Delayed and Partial Retainage Release*

- A. If final completion of the Work is significantly delayed, and if City so confirms, City may, upon receipt of Contractor's final Application for Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by City for Work not fully completed or corrected is less than the retainage stipulated in Paragraph 14.01.D, and if bonds have been furnished as required in Paragraph 6.02, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to City with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Contract Claims.
- B. *Partial Retainage Release.* If the Contract provides for separate establishment and maintenance periods and/or test and performance periods following the completion of all other construction in the Contract Documents for all Work locations, the City may release a portion of the amount retained provided that all other work is completed as determined by the City. Before the release, all submittals and final quantities must be completed and accepted for all other work. An amount sufficient to ensure Contract compliance will be retained.

14.08 *Waiver of Claims*

- A. The acceptance of final payment will constitute a waiver and release by Contractor of all claims, rights, causes of action, or liabilities, including Contract Claims, against City arising out of, related to or under the Contract or for any act, omission or neglect of City.

14.09 *Correction Period*

- A. If within two (2) years after the date of Final Acceptance (or such longer period of time as may be prescribed by the Contract Documents) any Work has been found to be defective, or Contractor's repair of any damages to the Site, adjacent areas, or areas made available for Contractor's use by City has been found to be defective, then after receipt of City's written notice of defect, Contractor shall promptly, without cost to City and in accordance with City's written instructions:
 1. correct the defective repairs to the Site or such adjacent areas, or areas made available for Contractor's use by City;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by City, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. If Contractor does not promptly comply with the terms of City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected, repaired or removed and replaced under this Paragraph 14.09, the correction period hereunder with respect to such Work may be extended for an additional period of one year after the end of the initial correction period.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this Paragraph 14.09 are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *City May Suspend Work*

- A. At any time and without cause, City may suspend the Work or any portion thereof by written notice to Contractor. City may fix the date on which Work will be resumed in such notice, and Contractor shall resume the Work on the date so fixed. During a temporary suspension of the Work covered by these Contract Documents, for any reason, the City will make no extra payment for stand-by time of construction equipment and/or construction crews.
- B. Should the Contractor not be able to complete a portion of the Project due to causes beyond the control of and without the fault or negligence of the Contractor, and should it be determined by mutual consent of the Contractor and City that a solution to allow construction to proceed is not available within a reasonable period of time, Contractor may request an extension in Contract Time, directly attributable to any such suspension.
- C. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way; Contractor shall take every precaution to prevent damage or deterioration of the work performed; and Contractor shall provide suitable drainage about the work, and erect temporary structures where necessary.
- D. Contractor may be reimbursed for the cost of moving its equipment off the job and returning the necessary equipment to the job when it is determined by the City that construction may be resumed. Such reimbursement shall be based on actual cost to the Contractor of moving the

equipment and no profit or overhead will be allowed. Reimbursement may not be allowed if the equipment is moved to another construction project for the City.

15.02 *City May Terminate for Cause*

- A. The occurrence of any one or more of the following events by way of example, but not of limitation, may justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Project Schedule established under Paragraph 2.06 as adjusted from time to time pursuant to Paragraph 7.05);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract; or
 3. Contractor's disregard of Laws and Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of City; or
 5. Contractor's failure to promptly make good any defect in materials or workmanship, or defects of any nature, the correction of which has been directed in writing by the City; or
 6. Substantial indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or for any other purpose; or
 7. Substantial indication that the Contractor has become insolvent or bankrupt, or otherwise financially unable to perform the Work satisfactorily; or
 8. Contractor commences legal action in a court of competent jurisdiction against the City.
- B. If one or more of the events identified in Paragraph 15.02.A occurs, City will provide written notice to Contractor and Surety to arrange a conference with Contractor and Surety to address Contractor's failure to perform the Work. The conference shall be held not later than 15 days after receipt of notice. by both Contractor and surety.
1. If the City, the Contractor, and the Surety do not agree to allow the Contractor to proceed to perform the Contract, the City may, to the extent permitted by Laws and Regulations, declare a Contractor default and formally terminate the Contractor's right to complete the Contract. Contractor default shall not be declared earlier than 20 days after the Contractor and Surety have received notice of the conference to address Contractor's failure to perform the Work.
 2. If Contractor's services are terminated, Surety shall be obligated to take over and perform the Work. If Surety does not commence performance thereof within 15 consecutive calendar days after date of an additional written notice demanding Surety's performance of its obligations, then City, without process or action at law, may take over any portion of the Work and complete it as described below.
 - a. If City completes the Work, City may exclude Contractor and Surety from the Site and take possession of the Work, and all materials and equipment stored at the Site

or for which City has paid Contractor, but which are stored elsewhere, and the Work as City may deem expedient.

3. Whether City or Surety completes the Work, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City. Such claims, costs, losses, and damages incurred by City will be incorporated in a Change Order, provided that when exercising any rights or remedies under this Paragraph 15.02, City shall not be required to obtain the lowest price for the Work performed.
 4. Neither City, nor any of its respective consultants, agents, officers, elected or appointed officials, directors or employees shall be in any way liable or accountable to Contractor or Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor.
 5. City, notwithstanding the method used in completing the Contract, shall not forfeit the right to recover damages from Contractor or Surety for Contractor's failure to timely complete the entire Contract. Contractor shall not be entitled to any claim, counterclaim or offset on account of the method used by City in completing the Contract.
 6. Maintenance of the Work shall continue to be Contractor's and Surety's responsibilities as provided for in the bond requirements of the Contract Documents or any special guarantees provided for under the Contract Documents or any other obligations otherwise under the Contract or prescribed by law.
- C. Notwithstanding Paragraph 15.02.B, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- D. Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or Surety. Any retention or payment of money due Contractor by City will not release Contractor from liability.
- E. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.02, the termination procedures of that bond shall not supersede the provisions of this Article 15.

15.03 *City May Terminate for Convenience*

- A. City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract, in whole or in part. Any termination shall be affected by giving notice of the termination to the Contractor specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective. Notice shall be deemed validly given if given in accordance with Paragraph 17.01.A.

- B. After a notice of termination, has been given, and except as otherwise directed by the City, the Contractor shall:
1. stop work under the Contract on the date and to the extent specified in the notice of termination;
 2. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 3. terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by notice of termination;
 4. transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
 - a. the fabricated or unfabricated parts, Work in progress, completed Work, supplies and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of the termination; and
 - b. the completed, or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City.
 5. complete performance of such Work as shall not have been terminated by the notice of termination; and
 6. take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the City has or may acquire the rest.
- C. At a time not later than 30 days after the termination date specified in the notice of termination, the Contractor may submit to the City a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of in accordance with the Contract, exclusive of items the disposition of which has been directed or authorized by City.
- D. Not later than 15 days after Contractor's submission of the certified list to City pursuant to Paragraph 15.03.C, the City shall accept title to such items, subject to verification of the list by the City upon removal of the items or, If the items are stored, then City shall have 45 days after submission of the list, to verify the list submitted and accept title to such items. Any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.
- E. Not later than 60 days after the notice of termination has been given, the Contractor shall submit his termination claim to the City in the form and with the certification prescribed by the City. Unless an extension request is made in writing within such 60-day period by the Contractor, and granted by the City, any and all such claims of Contractor that are not submitted to City within such 60-day period shall be conclusively deemed waived.
- F. Should a termination claim be timely submitted to the City, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead

- and profit on such Work calculated and determined in accordance with the Contract Documents;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses calculated and determined in accordance with the Contract Documents; and
 3. reasonable expenses directly attributable to reasonable and necessary wind-down and termination activities, without any overhead or profit.
- G. In the event of the failure of the Contractor and City to agree upon the whole amount to be paid to the Contractor by reason of the termination of the Work, the City shall determine, on the basis of information submitted and available to it, the amount, if any, due to the Contractor by reason of the termination and City shall pay to the Contractor the amounts so determined. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of, related to or resulting from such termination.

ARTICLE 16 – RESOLUTION OF DISPUTES

16.01 *Methods and Procedures*

- A. Either City or Contractor may request mediation of any Contract Claim submitted for a decision under Paragraph 11.07 before such decision becomes final and binding. The request for mediation shall be submitted to the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 11.07.E.
- B. City and Contractor shall participate in the mediation process in good faith. The process shall be commenced within 60 calendar days of filing of the request.
- C. The parties shall agree on a mediator; however, if they cannot agree within 14 calendar days then the Denton County Alternative Dispute Resolution Program (“DCAP”) shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party, or the mediator, states that there is no reason to continue because of an impasse that cannot be overcome and sends a “notice of termination of mediation.” All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. All costs of mediation shall be borne equally by the parties.
- D. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.
- E. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

- F. If the Contract Claim is not resolved by mediation, City's action under Paragraph 11.07.C or a denial pursuant to Paragraphs 11.07.C.3 or 11.07.D shall become final and binding 30 days after termination of the mediation unless, within that time period, City or Contractor:
1. elects in writing to invoke any other dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Contract Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Contract Claim to a court of competent jurisdiction as set forth within the Contract Documents.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice, it will be deemed to have been validly given if delivered:
1. in person, by a commercial courier service or otherwise, if to City, to the duly authorized representative of City identified in the Contract Documents or to City's Project Manager or, if to Contractor, to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient.

17.02 *Computation of Time*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day that is a state or federal holiday observed by the City, the next Business Day shall become the last day of the period.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, in equity, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Limitation of Damages*

- A. With respect to any and all claims, disputes subject to final resolution, and other matters at issue, neither City, nor any of its officers, directors, elected or appointed officials, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. Further, the Contractor may only claim and the City may only be liable for those damages that are set forth in Subchapter I, Chapter 271 of the Texas

Local Government Code and the City shall not be liable for any consequential damages, exemplary damages or damages for unabsorbed home office overhead.

17.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.
- B. The City has not waived its sovereign immunity except as expressly set forth in Subchapter I, Chapter 271 of the Texas Local Government Code or as expressly waived by other statute.

17.06 *Survival of Obligations*

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

17.07 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 *Successors and Assigns*

- A. City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 *Governing Law*

- A. The Contract shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

17.10 *Headings*

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

SECTION 00 73 01
SUPPLEMENTARY CONDITIONS - CSP
TO
GENERAL CONDITIONS

Supplementary Conditions

These Supplementary Conditions modify and supplement Section 00 72 00 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the General Conditions which are not so modified or supplemented remain in full force and effect.

Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions, unless specifically noted herein.

Modifications and Supplements

The following are instructions that modify or supplement specific paragraphs in the General Conditions and other Contract Documents.

SC-1.01 "Defined Terms"

The following Terms listed in the General Conditions are modified as follows:

Bid – See Proposal.

Bidder – See Offeror.

Bidding Documents – See Proposal Documents.

Bidding Requirements – See Proposal Requirements.

The following Terms are added to the General Conditions as follows:

Competitive Sealed Proposals – A procurement method by which a governmental entity requests proposals, evaluates and ranks the Offerors, and negotiates a contract with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

Daily Value – The City-determined value in dollars as indicated in the Proposal Form as the value of one Day for the purposes of determining the Incentive (if applicable) for Substantial Completion relative to the Contract Time and achievement of Substantial Completion.

Offeror – The individual or entity that submits a Proposal directly to City.

Proposal – The offer or proposal of an Offeror submitted in accordance with the requirements set forth in the Instructions to Offerors.

Proposal Documents – The Proposal Requirements and the Proposed Contract Documents.

Proposal Requirements – The Advertisement or Invitation to Offerors, Instructions to Offerors, Offeror’s Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

Substantial Completion – The completion of the Work necessary for the project to function as it was intended pursuant to the Contract Documents and as specified below, to the reasonable satisfaction of the City. The date of Substantial Completion shall be memorialized by written notice given by the City to the Contractor.

SC-5.01A

Easement limits shown on the Drawing are approximate and were provided to establish a basis for proposals. Upon receiving the final easements descriptions, Contractor shall compare them to the lines shown on the Contract Drawings.

SC-5.01A.1., “Availability of Lands”

The following is a list of known outstanding right-of-way, and/or easements to be acquired, if any as of *November 1, 2022*

Outstanding Right-Of-Way, and/or Easements to Be Acquired

PARCEL NUMBER	OWNER	TARGET DATE OF POSSESSION
------------------	-------	------------------------------

To be defied per project task order

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

If Contractor considers the final easements provided to differ materially from the representations on the Contract Drawings, Contractor shall within five (5) Business Days and before proceeding with the Work, notify City in writing associated with the differing easement line locations.

SC-5.01A.2, “Availability of Lands”

Utilities or obstructions to be removed, adjusted, and/or relocated

The following is list of utilities and/or obstructions that have not been removed, adjusted, and/or relocated as of _____

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
-------------------	----------------------	------------------------------

*To be defied per project
task order*

The Contractor understands and agrees that the dates listed above are estimates only, are not guaranteed, and do not bind the City.

SC-5.03A., “Subsurface and Physical Conditions”

The following are reports of explorations and tests of subsurface conditions at the site of the Work:

A "None" Report No. _____, dated _____, prepared by *[name of company preparing the report]*,
[optional note when applicable] a sub-consultant of *[name of the prime designer]*, a consultant of the City,
providing additional information on *[the subject the report is about]*

The following are drawings of physical conditions in or relating to existing surface and subsurface
structures (except Underground Facilities) which are at or contiguous to the site of the Work:

To be defined per project task order

SC-5.05 A., "Underground Facilities"

The following are additional resources for identification of Underground Facilities which are at or
contiguous to the site of the Work, and which are not necessarily shown in the Drawings:

To be defined per project task order

SC-5.06A., "Hazardous Environmental Conditions at Site"

The following are reports and drawings of existing hazardous environmental conditions known to the City:
*[List any kind of Technical Document or Drawing meeting the above specific to this Project. If none then
write "None"]*

SC-6.02, "Performance, Payment, and Maintenance Bonds"

The Contractor will be required to furnish original performance and maintenance bonds for \$200,000
before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change
orders are formally approved. Bonds shall be in accordance with the V.T.C.A. Government Code Section
2253.021, as needed, from a surety licensed to do business in the State of Texas.

The Contractor shall obtain an independent payment and performance bond for 100% of the project value
for any single project in excess of \$200,000.

SC-6.03A., "Certificates of Insurance"

The entities listed below are "additional insureds as their interest may appear" including their respective
officers, directors, agents and employees.

- (1) City
- (2) Consultant: *"None"*
- (3) Other: *"None"*

SC-6.04A., "Contractor's Insurance"

The limits of liability for the insurance required by Paragraph GC-6.04 shall provide the following
coverages for not less than the following amounts or greater where required by laws and regulations:

6.04A. Workers' Compensation, under Paragraph GC-6.04A.

Statutory limits

Employer's liability

\$100,000 each accident/occurrence

\$100,000 Disease - each employee

\$500,000 Disease - policy limit

SC-6.04B., "Contractor's Insurance"

6.04B. Commercial General Liability, under Paragraph GC-6.04B. Contractor's Liability Insurance under Paragraph GC-6.04B., which shall be on a per project basis covering the Contractor with minimum limits of:

\$1,000,000 each occurrence
\$2,000,000 aggregate limit

The policy must have an endorsement (Amendment – Aggregate Limits of Insurance) making the General Aggregate Limits apply separately to each job site.

The Commercial General Liability Insurance policies shall provide “X”, “C”, and “U” coverage’s. Verification of such coverage must be shown in the Remarks Article of the Certificate of Insurance.

SC 6.04C., “Contractor’s Insurance”

6.04C. Automobile Liability, under Paragraph GC-6.04C. Contractor’s Liability Insurance under Paragraph GC-6.04C., which shall be in an amount not less than the following amounts:

- (1) **Automobile Liability** - a commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

\$1,000,000 each accident on a combined single limit basis. Split limits are acceptable if limits are at least:

\$250,000 Bodily Injury per person /
\$500,000 Bodily Injury per accident /
\$100,000 Property Damage

SC-6.04D., “Contractor’s Insurance”

The Contractor’s construction activities will require its employees, agents, subcontractors, equipment, and material deliveries to cross railroad properties and tracks, or perform work within 25 feet of the center line of tracks *Union Pacific, Kansas City Southern, and Denton County Transpiration Authority.*

The Contractor shall conduct its operations on railroad properties in such a manner as not to interfere with, hinder, or obstruct the railroad company in any manner whatsoever in the use or operation of its/their trains or other property. Such operations on railroad properties may require that Contractor to execute a “Right of Entry Agreement” with the particular railroad company or companies involved, and to this end the Contractor should satisfy itself as to the requirements of each railroad company and be prepared to execute the right-of-entry (if any) required by a railroad company. The requirements specified herein likewise relate to the Contractor’s use of private and/or construction access roads crossing said railroad company’s properties.

The Contractual Liability coverage required by Paragraph 5.04D of the General Conditions shall provide coverage for not less than the following amounts, issued by companies satisfactory to the City and to the Railroad Company for a term that continues for so long as the Contractor’s operations and work cross, occupy, or touch railroad property:

(1) General Aggregate: *\$Confirm Limits with Railroad*

(2) Each Occurrence: *\$Confirm Limits with Railroad*

Required for this Contract Not required for this Contract
<Provide an “X” next to the appropriate selection above based on the Contract requirements>

With respect to the above outlined insurance requirements, the following shall govern:

1. Where a single railroad company is involved, the Contractor shall provide one insurance policy in the name of the railroad company. However, if more than one grade separation or at-grade crossing is affected by the Project at entirely separate locations on the line or lines of the same railroad company, separate coverage may be required, each in the amount stated above.
2. Where more than one railroad company is operating on the same right-of-way or where several railroad companies are involved and operated on their own separate rights-of-way, the Contractor may be required to provide separate insurance policies in the name of each railroad company.
3. If, in addition to a grade separation or an at-grade crossing, other work or activity is proposed on a railroad company's right-of-way at a location entirely separate from the grade separation or at-grade crossing, insurance coverage for this work must be included in the policy covering the grade separation.
4. If no grade separation is involved but other work is proposed on a railroad company's right-of-way, all such other work may be covered in a single policy for that railroad, even though the work may be at two or more separate locations.

No work or activities on a railroad company's property to be performed by the Contractor shall be commenced until the Contractor has furnished the City with an original policy or policies of the insurance for each railroad company named, as required above. All such insurance must be approved by the City and each affected Railroad Company prior to the Contractor's beginning work.

The insurance specified above must be carried until all Work to be performed on the railroad right-of-way has been completed and the grade crossing, if any, is no longer used by the Contractor. In addition, insurance must be carried during all maintenance and/or repair work performed in the railroad right-of-way. Such insurance must name the railroad company as the insured, together with any tenant or lessee of the railroad company operating over tracks involved in the Project.

SC-7.08C., "Concerning Subcontractors and Suppliers"

The following subcontractors shall be required to be utilized by the Contractor for specific portions of the Work as indicated below:

Required Subcontractors

SUBCONTRACTOR COMPANY NAME	DESCRIPTION OF WORK TO BE PERFORMED
----------------------------	-------------------------------------

"None"

SC-7.11., "Permits and Utilities"

SC-7.11A., "Contractor obtained permits and licenses"

The following are known permits and/or licenses required by the Contract to be acquired by the Contractor:

To be defined per project task order.

SC-7.11B. "City obtained permits and licenses"

The following are known permits and/or licenses required by the Contract to be acquired by the City:

To be defined per project task order

SC-7.11C. "Outstanding permits and licenses"

The following is a list of known outstanding permits and/or licenses to be acquired,

Outstanding Permits and/or Licenses to Be Acquired

OWNER

PERMIT OR LICENSE AND LOCATION

TARGET DATE
OF POSSESSION*To be define per project task order***SC-8.02., "Coordination"**

The individuals or entities listed below have contracts with the City for the performance of other work at the Site:

To be define per project task order

Vendor	Scope of Work	Coordination Authority
<List full Vendor Name>	<List services being provided>	<List "CITY">

SC-9.01, "Communications to Contractor"**SC-10.01B., "City's Project Manager"**

The City's Project Manager will be defined in each project task order.

SC-13.02B., "Tests and Inspections"*To be define per project task order***SC-14.01G, "Reduction in Payment"**

Add Paragraph 14.01G.3:

3. City may reduce payments to the Contractor, if the number of Days that have passed after the date listed on the Notice to Proceed exceeds the Contract Time for Substantial Completion.

SC-16.01C.1, "Methods and Procedures"*"None"***SC-17.01, "Indefinite Delivery/Indefinite Quantity"**

The Parties acknowledge that this Contract is for an Indefinite Delivery/Indefinite Quantity (IDIQ) that will be used on an as-needed basis. Any reference to schedules, work, or other project specific provisions throughout the Contract Documents shall refer to the specifications set out in each individual project task order issued by the City of Denton for each such individual project.

SC – 18.01, "Documents"

Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

1 **SC – 19.01, “Texas State Law Provisions”**

2
3 **SC – 19.01A. “Prohibition on Contracts with Companies Boycotting Israel”**

4
5 Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code,
6 City is prohibited from entering into a contract with a company for goods or services unless the
7 contract contains a written verification from the company that it: (1) does not boycott Israel; and
8 (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and
9 “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas
10 Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature***
11 ***provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will***
12 ***not boycott Israel during the term of the agreement.*** Failure to meet or maintain the
13 requirements under this provision will be considered a material breach.
14

15 **SC – 19.01B. “Prohibition on Contracts with Companies Boycotting Certain Energy**
16 **Companies”**

17
18 Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code,
19 City is prohibited from entering into a contract with a company for goods or services unless the
20 contract contains written verification from the company that it (1) does not boycott energy
21 companies; and (2) will not boycott energy companies during the term of the contract. The terms
22 “boycott energy company” and “company” shall have the meanings ascribed to those terms in
23 Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor***
24 ***certifies that Contractor’s signature provides written verification to the City that Contractor:***
25 ***(1) does not boycott energy companies; and (2) will not boycott energy companies during the***
26 ***term of the agreement.*** Failure to meet or maintain the requirements under this provision will be
27 considered a material breach.
28

29 **SC – 19.01C. “Prohibition on Contracts with Companies Boycotting Certain Firearm**
30 **Entities and Firearm Trade Associations”**

31
32 Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code,
33 City is prohibited from entering into a contract with a company for goods or services unless the
34 contract contains written verification from the company that it (1) does not have a practice,
35 policy, guidance, or directive that discriminates against a firearm entity or firearm trade
36 association; and (2) will not discriminate during the term of the contract against a firearm entity
37 or firearm trade association. The terms “discriminate against a firearm entity or firearm trade
38 association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to
39 those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement,***
40 ***Contractor certifies that Contractor’s signature provides written verification to the City that***
41 ***Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates***
42 ***against a firearm entity or firearm trade association; and (2) will not discriminate during the***
43 ***term of the contract against a firearm entity or firearm trade association.*** Failure to meet or
44 maintain the requirements under this provision will be considered a material breach.
45

46 **SC – 19.01D. “Prohibition On Contracts With Companies Doing Business with Iran, Sudan,**
47 **or a Foreign Terrorist Organization”**

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

SC – 19.01E. “Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies”

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

END OF SECTION

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Summary of Work to be performed in accordance with the Contract Documents

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Work associated with this Item is considered incidental to the various items bid.
No separate payment will be allowed for this Item.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Work Covered by Contract Documents

1. Work is to include furnishing all labor, materials, and equipment, and performing all Work necessary for this construction project as detailed in the Drawings and Specifications.

B. Incidental Work

1. Any and all Work specifically governed by documentary requirements for the project, such as conditions imposed by the Contract Documents in which no specific item for bid has been provided for in the Proposal, then the item shall be considered as an incidental item of Work, the cost of which shall be included in the price bid in the Proposal for various bid items.

C. Use of Premises

1. Coordinate uses of premises under direction of the City.
2. Assume full responsibility for protection and safekeeping of materials and equipment stored on the Site.
3. Use and occupy only portions of the public streets and alleys, or other public places or other rights-of-way as provided for in the ordinances of the City, as shown in the Contract Documents, or as may be specifically authorized in writing by the City.
 - a. A reasonable amount of tools, materials, and equipment for construction purposes may be stored in such space, but no more than is necessary to avoid delay in the construction operations.

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

D. Work within Easements

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

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SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. The procedure for requesting the approval of substitution of a product that is not equivalent to a product which is specified by descriptive or performance criteria or defined by reference to 1 or more of the following:
 - a. Name of manufacturer
 - b. Name of vendor
 - c. Trade name
 - d. Catalog number
2. Substitutions are not "or-equals".

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Work associated with this Item is considered incidental to the various items bid. No separate payment will be allowed for this Item.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Request for Substitution - General

1. Within 30 days after award of Contract (unless noted otherwise), the City will consider formal requests from Contractor for substitution of products in place of those specified.
2. Certain types of equipment and kinds of material are described in Specifications by means of references to names of manufacturers and vendors, trade names, or catalog numbers.
 - a. When this method of specifying is used, it is not intended to exclude from consideration other products bearing other manufacturer's or vendor's names, trade names, or catalog numbers, provided said products are "or-equals," as determined by City.
3. Other types of equipment and kinds of material may be acceptable substitutions under the following conditions:
 - a. Or-equals are unavailable due to strike, discontinued production of products meeting specified requirements, or other factors beyond control of Contractor;or,

- b. Contractor proposes a cost and/or time reduction incentive to the City.

1.5 SUBMITTALS

A. See Request for Substitution Form (attached)

B. Procedure for Requesting Substitution

1. Substitution shall be considered only:
 - a. After award of Contract
 - b. Under the conditions stated herein
2. Submit one PDF copy via email to the Project Manager and their duly appointed representative, including:
 - a. Documentation
 - 1) Complete data substantiating compliance of proposed substitution with Contract Documents
 - 2) Data relating to changes in construction schedule, when a reduction is proposed
 - 3) Data relating to changes in cost
 - b. For products
 - 1) Product identification
 - a) Manufacturer's name
 - b) Telephone number and representative contact name
 - c) Specification Section or Drawing reference of originally specified product, including discrete name or tag number assigned to original product in the Contract Documents
 - 2) Manufacturer's literature clearly marked to show compliance of proposed product with Contract Documents
 - 3) Itemized comparison of original and proposed product addressing product characteristics including, but not necessarily limited to:
 - a) Size
 - b) Composition or materials of construction
 - c) Weight
 - d) Electrical or mechanical requirements
 - 4) Product experience
 - a) Location of past projects utilizing product
 - b) Name and telephone number of persons associated with referenced projects knowledgeable concerning proposed product
 - c) Available field data and reports associated with proposed product
 - 5) Samples
 - a) Provide at request of City.
 - b) Samples become the property of the City.
 - c. For construction methods:
 - 1) Detailed description of proposed method
 - 2) Illustration drawings

C. Approval or Rejection

1. Written approval or rejection of substitution given by the City
2. City reserves the right to require proposed product to comply with color and pattern of specified product if necessary to secure design intent.

3. In the event the substitution is approved, the resulting cost and/or time reduction will be documented by Change Order in accordance with the General Conditions.
4. No additional contract time will be given for substitution.
5. Substitution will be rejected if:
 - a. Submittal is not through the Contractor with his stamp of approval
 - b. Request is not made in accordance with this Specification Section
 - c. In the City's opinion, acceptance will require substantial revision of the original design
 - d. In the City's opinion, substitution will not perform adequately the function consistent with the design intent

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**1.7 CLOSEOUT SUBMITTALS [NOT USED]****1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]****1.9 QUALITY ASSURANCE**

- A. In making request for substitution or in using an approved product, the Contractor represents that the Contractor:
1. Has investigated proposed product, and has determined that it is adequate or superior in all respects to that specified, and that it will perform function for which it is intended
 2. Will provide same guarantee for substitute item as for product specified
 3. Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects
 4. Waives all claims for additional costs related to substitution which subsequently arise

1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**1.11 FIELD [SITE] CONDITIONS [NOT USED]****1.12 WARRANTY [NOT USED]****PART 2 - PRODUCTS [NOT USED]****PART 3 - EXECUTION [NOT USED]****END OF SECTION**

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EXHIBIT A
REQUEST FOR SUBSTITUTION FORM:

TO: _____
PROJECT: _____ DATE: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION	PARAGRAPH	SPECIFIED ITEM
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Proposed Substitution: _____

Reason for Substitution: _____

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Fill in Blanks Below:

A. Will the undersigned contractor pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

B. What effect does substitution have on other trades?

C. Differences between proposed substitution and specified item?

D. Differences in product cost or product delivery time?

E. Manufacturer's guarantees of the proposed and specified items are:

_____ Equal _____ Better (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By: _____ For Use by City

Signature _____ as noted _____ Recommended _____ Recommended

Firm _____ _____ Not recommended _____ Received late

Address _____ By _____

Date _____

Date _____ Remarks _____

Telephone _____

For Use by City:

_____ Approved _____ Rejected

City _____ Date _____

1 **SECTION 01 29 76**
2 **STORED MATERIALS AND EQUIPMENT (MATERIALS ON HAND)**

3 **PART 1 - GENERAL**

4 **1.1 SUMMARY**

5 A. Section Includes:

- 6 1. The procedure for requesting payment for stored materials and equipment
7 (materials on hand).

8 B. Deviations from this City of Denton Standard Specification:

- 9 1. None.

10 C. Related Specification Sections include but are not limited to:

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

14 **1.2 PRICE AND PAYMENT PROCEDURES**

15 A. Measurement and Payment

- 16 1. Work associated with this item is considered incidental to the various items bid. No
17 separate payment will be allowed for this item.

18 **1.3 REFERENCES [NOT USED]**

19 **1.4 ADMINISTRATIVE REQUIREMENTS**

20 A. Request for Payment of Stored Materials and Equipment

- 21 1. Provide written request to City, if payment is requested on the basis of approved
22 materials and equipment delivered and stored at the Site, or other agreed upon
23 location, in accordance with the Contract Documents, and which will not be
24 incorporated into the Work for a minimum of thirty (30) days from delivery.

25 B. Payment for Materials and Equipment

- 26 1. Payment will be made in accordance with Article 14 of the General Conditions, less
27 retainage.
28 2. Payment will not exceed the total estimated quantity required to complete the
29 Work.
30 3. The amounts advanced for stored materials and equipment will be deducted from
31 payments to the Contractor as the materials or equipment are incorporated into the
32 Work.
33 4. Payment for stored materials and equipment will not constitute acceptance of the
34 relevant portion of the Work which the materials will be incorporated into.

35 C. Allowed Materials and Equipment

1. Payment for stored materials and equipment will be limited to major items associated with the Work. Perishable articles and small warehouse items will not be considered for payment for this item. Examples of major items associated with the Work include the following items:
 - a. *<Provide limitations for stored material payment, i.e. 24-inch and larger valves, 24-inch and larger piping, 36-inch and larger steel casing pipe, pre-cast units, etc.>*
2. All items submitted for payment will be subject to approval for payment by relevant City departments and the City Project Manager.

D. Returned Materials/Equipment

1. Should stored materials/equipment that have been paid for under this Section need to be returned for any reason, the Contractor shall bear any fees associated with the return.
- E. Contractor shall save the City harmless in the event of loss or damage of materials/equipment for which advance payments have been made in accordance with this Section.

1.5 SUBMITTALS

- A. Provide a certified inventory of the quantity of each stored item and accompanying invoice.
- B. Within thirty (30) days after the Contractor receives payment for stored materials or equipment, provide a copy of a certified paid invoice statement for each item for which payment has been made by Contractor.
 1. If certification of payment is not presented within the thirty (30) day period, the advanced payment will be deducted from the next progress payment.

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE [NOT USED]

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements
- B. Storage and Handling Requirements
 1. Secure and maintain a location to store the materials and equipment in accordance with Section 01 66 00.

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

2 **1.12 WARRANTY [NOT USED]**

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

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

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END OF SECTION

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SECTION 01 31 19
PRECONSTRUCTION MEETING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Provisions for the preconstruction meeting to be held prior to the start of Work to clarify construction contract administration procedures

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Work associated with this Item is considered incidental to the various items bid. No separate payment will be allowed for this Item.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Attend preconstruction meeting.
2. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
3. Meeting administered by City may be tape recorded.
 - a. If recorded, tapes will be used to prepare minutes and retained by City for future reference.
4. Project Manager will establish their duly authorized representative(s) authorized to make decisions as identified in the Contract Documents.

B. Preconstruction Meeting

1. A preconstruction meeting will be held within 14 days after the execution of the Agreement and before Work is started.
 - a. The meeting will be scheduled and administered by the City.
2. The Project Manager will preside at the meeting, prepare the notes of the meeting and distribute copies of same to all participants who so request by fully completing the attendance form to be circulated at the beginning of the meeting.
3. Attendance shall include:
 - a. Project Manager
 - b. Project Manager's duly authorized representative (if any)
 - c. Contractor's project manager

- 1 d. Contractor's superintendent
- 2 e. Any subcontractor or supplier representatives whom the Contractor may desire
- 3 to invite or the City may request
- 4 f. Other City representatives
- 5 g. Others as appropriate
- 6 4. Construction Schedule
- 7 a. Prepare baseline construction schedule in accordance with Section 01 32 16 and
- 8 provide at Preconstruction Meeting.
- 9 b. City will notify Contractor of any schedule changes upon Notice of
- 10 Preconstruction Meeting.
- 11 5. Preliminary Agenda may include:
- 12 a. Introduction of Project Personnel
- 13 b. General Description of Project
- 14 c. Status of right-of-way, utility clearances, easements or other pertinent permits
- 15 d. Contractor's work plan and schedule
- 16 e. Contract Time
- 17 f. Notice to Proceed
- 18 g. Construction Staking
- 19 h. Progress Payments
- 20 i. Extra Work and Change Order Procedures
- 21 j. Field Orders
- 22 k. Disposal Site Letter for Waste Material
- 23 l. Insurance Renewals
- 24 m. Payroll Certification
- 25 n. Material Certifications and Quality Control Testing
- 26 o. Public Safety and Convenience
- 27 p. Documentation of Pre-Construction Conditions
- 28 q. Weekend Work Notification
- 29 r. Legal Holidays
- 30 s. Trench Safety Plans
- 31 t. Confined Space Entry Standards
- 32 u. Coordination with the City's representative for operations of existing water
- 33 systems
- 34 v. Storm Water Pollution Prevention Plan
- 35 w. Coordination with other Contractors
- 36 x. Early Warning System
- 37 y. Contractor Evaluation
- 38 z. Special Conditions applicable to the project
- 39 aa. Damages Claims
- 40 bb. Submittal Procedures
- 41 cc. Substitution Procedures
- 42 dd. Correspondence Routing
- 43 ee. Record Drawings
- 44 ff. Temporary construction facilities
- 45 gg. Final Acceptance
- 46 hh. Final Payment
- 47 ii. Communications Plan
- 48 jj. Questions or Comments

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SECTION 01 31 20
PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Provisions for project meetings throughout the construction period to enable orderly review of the progress of the Work and to provide for systematic discussion of potential problems

B. Deviations this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Work associated with this Item is considered incidental to the various items bid. No separate payment will be allowed for this Item.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Schedule, attend and administer as specified, periodic progress meetings, and specially called meetings throughout progress of the Work.
2. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
3. Meetings administered by City may be recorded.
4. Meetings, in addition to those specified in this Section, may be held when requested by the City, Engineer or Contractor.

B. Progress Meetings

1. Formal project coordination meetings will be held *as needed*. Meetings will be scheduled and administered by Project Manager.
 - a. Additional meetings may be held at the request of the :
 - 1) City
 - 2) Engineer
 - 3) Contractor
2. Additional progress meetings to discuss specific topics will be conducted on an as-needed basis. Such additional meetings shall include, but not be limited to:
 - a. Coordinating shutdowns
 - b. Installation of piping and equipment

- 1 c. Coordination between other construction projects
- 2 d. Resolution of construction issues
- 3 e. Equipment approval
- 4 3. The Project Manager will preside at progress meetings, prepare the notes of the
- 5 meeting and distribute copies of the same to all participants who so request by fully
- 6 completing the attendance form to be circulated at the beginning of each meeting.
- 7 4. Attendance shall include:
- 8 a. Contractor's project manager
- 9 b. Contractor's superintendent
- 10 c. Any subcontractor or supplier representatives whom the Contractor may desire
- 11 to invite or the City may request
- 12 d. Engineer's representatives
- 13 e. City's representatives
- 14 f. Others, as requested by the Project Manager
- 15 5. Preliminary Agenda may include:
- 16 a. Review of Work progress since previous meeting
- 17 b. Field observations, problems, conflicts
- 18 c. Items which impede construction schedule
- 19 d. Review of off-site fabrication, delivery schedules
- 20 e. Review of construction interfacing and sequencing requirements with other
- 21 construction contracts
- 22 f. Corrective measures and procedures to regain projected schedule
- 23 g. Revisions to construction schedule
- 24 h. Progress, schedule, during succeeding Work period
- 25 i. Coordination of schedules
- 26 j. Review submittal schedules
- 27 k. Maintenance of quality standards
- 28 l. Pending changes and substitutions
- 29 m. Review proposed changes for:
- 30 1) Effect on construction schedule and on completion date
- 31 2) Effect on other contracts of the Project
- 32 n. Review Record Documents
- 33 o. Review monthly pay request
- 34 p. Review status of Requests for Information
- 35 6. Meeting Location
- 36 a. The City will establish a meeting location.
- 37 1) To the extent practicable, meetings will be held at the Site.

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SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General requirements for the preparation, submittal, updating, status reporting and management of the Construction Progress Schedule

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Work associated with this Item is considered incidental to the various items bid. No separate payment will be allowed for this Item.

1.3 REFERENCES

A. Definitions

1. **Baseline Schedule** - Initial schedule submitted before work begins that will serve as the baseline for measuring progress and departures from the schedule.
2. **Progress Schedule** - Monthly submittal of a progress schedule documenting progress on the project and any changes anticipated.
3. **Schedule Narrative** - Concise narrative of the schedule including schedule changes, expected delays, key schedule issues, critical path items, etc

B. Reference Standards

1. None

1.4 ADMINISTRATIVE REQUIREMENTS

A. Baseline Schedule

1. General

- a. Prepare a baseline Schedule using approved software and the Critical Path Method (CPM).
- b. Review the draft baseline Schedule with the City to demonstrate understanding of the work to be performed and known issues and constraints related to the schedule.
- c. Designate an authorized representative (Project Scheduler) responsible for developing and updating the schedule and preparing reports.

B. Progress Schedule

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1. Update the progress Schedule monthly.
 2. Prepare the Schedule Narrative to accompany the monthly progress Schedule.
 3. Change Orders
 - a. Incorporate approved change orders, resulting in a change of contract time, in the baseline Schedule.
- C. Responsibility for Schedule Compliance
1. Whenever it becomes apparent from the current progress Schedule and CPM Status Report that delays to the critical path have resulted and the Contract completion date will not be met, or when so directed by the City, make some or all of the following actions at no additional cost to the City
 - a. Submit a Recovery Plan to the City for approval revised baseline Schedule outlining:
 - 1) A written statement of the steps intended to take to remove or arrest the delay to the critical path in the approved schedule
 - 2) Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work and return current Schedule to meet projected baseline completion dates
 - 3) Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work
 - 4) Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule
 2. If no written statement of the steps intended to take is submitted when so requested by the City, the City may direct the Contractor to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the approved schedule.
 - a. No additional cost for such work will be considered.
- D. The Contract completion time will be adjusted only for causes specified in this Contract.
- a. Requests for an extension of any Contract completion date must be supplemented with the following:
 - 1) Furnish justification and supporting evidence as the City may deem necessary to determine whether the requested extension of time is entitled under the provisions of this Contract.
 - a) The City will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor, in writing thereof.
 - 2) If the City finds that the requested extension of time is entitled, the City's determination as to the total number of days allowed for the extensions shall be based upon the approved total baseline schedule and on all data relevant to the extension.
 - a) Such data shall be included in the next updating of the Progress schedule.
 - b) Actual delays in activities which, according to the Baseline schedule, do not affect any Contract completion date shown by the critical path in the network will not be the basis for a change therein.

2. Submit each request for change in Contract completion date to the City within 30 days after the beginning of the delay for which a time extension is requested but before the date of final payment under this Contract.
 - a. No time extension will be granted for requests which are not submitted within the foregoing time limit.
 - b. From time to time, it may be necessary for the Contract schedule or completion time to be adjusted by the City to reflect the effects of job conditions, weather, technical difficulties, strikes, unavoidable delays on the part of the City or its representatives, and other unforeseeable conditions which may indicate schedule adjustments or completion time extensions.
 - 1) Under such conditions, the City will direct the Contractor to reschedule the work or Contract completion time to reflect the changed conditions and the Contractor shall revise his schedule accordingly.
 - a) No additional compensation will be made to the Contractor for such schedule changes except for unavoidable overall contract time extensions beyond the actual completion of unaffected work, in which case the Contractor shall take all possible action to minimize any time extension and any additional cost to the City.
 - b) Available float time in the Baseline schedule may be used by the City as well as by the Contractor.
3. Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities on the Baseline Schedule.
 - a. Float or slack time is not for the exclusive use or benefit of either the Contractor or the City.
 - b. Proceed with work according to early start dates, and the City shall have the right to reserve and apportion float time according to the needs of the project.
 - c. Acknowledge and agree that actual delays, affecting paths of activities containing float time, will not have any effect upon contract completion times, providing that the actual delay does not exceed the float time associated with those activities.

E. Coordinating Schedule with Other Contract Schedules

1. Where work is to be performed under this Contract concurrently with or contingent upon work performed on the same facilities or area under other contracts, the Baseline Schedule shall be coordinated with the schedules of the other contracts.
 - a. Obtain the schedules of the other appropriate contracts from the City for the preparation and updating of Baseline schedule and make the required changes in his schedule when indicated by changes in corresponding schedules.
2. In case of interference between the operations of different contractors, the City will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire Project.
 - a. In such cases, the decision of the City shall be accepted as final.
 - b. The temporary delay of any work due to such circumstances shall not be considered as justification for claims for additional compensation.

1.5 SUBMITTALS

A. Baseline Schedule

1. Submit Schedule in native file format and pdf format.

- 1 a. Native file format shall be:
- 2 1) Microsoft Project
- 3 2. Submit draft baseline Schedule to City prior to the pre-construction meeting and
- 4 bring in hard copy to the meeting for review and discussion.
- 5 B. Progress Schedule
- 6 1. Submit progress Schedule in native file format and pdf format.
- 7 2. Submit progress Schedule monthly no later than the 25th day of the month.
- 8 C. Schedule Narrative
- 9 1. Submit the schedule narrative in pdf format.
- 10 2. Submit schedule narrative monthly no later than the 25th day of the month.
- 11 D. Submittal Process
- 12 1.
- 13 2. Contractor shall submit one (1) hard copy of documents to the Project Manager's
- 14 duly appointed representative.
- 15 3. Contractor shall submit documents via email to the Project Manager and their duly
- 16 appointed representative.
- 17 4. Once the project has been completed and Final Acceptance has been issued by the
- 18 City, no further progress schedules are required.

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

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

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

22 **1.9 QUALITY ASSURANCE**

- 23 A. The person preparing and revising the construction Progress Schedule shall be
- 24 experienced in the preparation of schedules of similar complexity.
- 25 B. Schedule and supporting documents addressed in this Specification shall be prepared,
- 26 updated and revised to accurately reflect the performance of the construction.
- 27 C. Contractor is responsible for the quality of all submittals in this section meeting the
- 28 standard of care for the construction industry for similar projects.

29 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

30 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

31 **1.12 WARRANTY [NOT USED]**

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

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

34 **END OF SECTION**

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SECTION 01 32 33
PRECONSTRUCTION VIDEO

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for:
 - a. Preconstruction Videos

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Work associated with this Item is considered incidental to the various items bid.
No separate payment will be allowed for this Item.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Preconstruction Video

1. Produce a preconstruction video of the site/alignment, including all areas in the vicinity of and to be affected by construction.
 - a. Provide digital copy of video upon request by the City.
2. Retain a copy of the preconstruction video until the end of the maintenance surety period.

1.5 SUBMITTALS [NOT USED]

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE [NOT USED]

1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1.12 WARRANTY [NOT USED]

PART 2 - PRODUCTS [NOT USED]

3	<table border="1"> <thead> <tr> <th data-bbox="332 375 431 384">DATE</th><th data-bbox="431 375 531 384">NAME</th><th data-bbox="531 375 1266 384">SUMMARY OF CHANGE</th></tr> </thead> <tbody> <tr> <td data-bbox="332 384 431 392"></td><td data-bbox="431 384 531 392"></td><td data-bbox="531 384 1266 392"></td></tr> <tr> <td data-bbox="332 392 431 399"></td><td data-bbox="431 392 531 399"></td><td data-bbox="531 392 1266 399"></td></tr> </tbody> </table>	DATE	NAME	SUMMARY OF CHANGE						
DATE	NAME	SUMMARY OF CHANGE								

8054
Directional Boring

SECTION 01 33 00
SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General methods and requirements of submissions applicable to the following Work-related submittals:
 - a. Shop Drawings
 - b. Product Data (including Project Material Submittal Checklist submittals)
 - c. Samples
 - d. Mock Ups

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Work associated with this Item is considered incidental to the various items bid. No separate payment will be allowed for this Item.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination

1. Notify the City in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
2. Coordination of Submittal Times
 - a. Prepare, prioritize and transmit each submittal sufficiently in advance of performing the related Work or other applicable activities, or within the time specified in the individual Work Sections, of the Specifications.
 - b. Contractor is responsible such that the installation will not be delayed by processing times including, but not limited to:
 - a) Disapproval and resubmittal (if required)
 - b) Coordination with other submittals
 - c) Testing
 - d) Purchasing
 - e) Fabrication
 - f) Delivery
 - g) Similar sequenced activities
 - c. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

- d. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor.

B. Submittal Numbering

1. When submitting shop drawings or samples, utilize a submittal cross-reference identification numbering system in the following manner:
 - a. Use the applicable Specification Section Number.
 - b. For the next 2 digits number use numbers 01-99 to sequentially number each initial separate item or drawing submitted under each specific Section number.
 - c. Last use a letter, A-Z, indicating the resubmission of the same drawing (i.e. A=2nd submission, B=3rd submission, C=4th submission, etc.). A typical submittal number would be as follows:

303-02-B

- 1) 303 is the Specification Section for Portland Cement Concrete Pavement
- 2) 02 is the second initial submittal under this Specification Section
- 3) B is the third submission (second resubmission) of that particular shop drawing

C. Contractor Certification

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

D. Submittal Format

1. Fold shop drawings larger than 8 ½ inches x 11 inches to 8 ½ inches x 11 inches.
2. Bind shop drawings and product data sheets together.
3. Order
 - a. Cover Sheet
 - 1) Description of Packet
 - 2) Contractor Certification
 - b. List of items / Table of Contents
 - c. Product Data /Shop Drawings/Samples /Calculations

E. Submittal Content

1. The date of submission and the dates of any previous submissions

- 1 2. The Project title and number
- 2 3. Contractor identification
- 3 4. The names of:
- 4 a. Contractor
- 5 b. Supplier
- 6 c. Manufacturer
- 7 5. Identification of the product, with the Specification Section number, page and
- 8 paragraph(s)
- 9 6. Field dimensions, clearly identified as such
- 10 7. Relation to adjacent or critical features of the Work or materials
- 11 8. Applicable standards, such as ASTM or Federal Specification numbers
- 12 9. Identification by highlighting of deviations from Contract Documents
- 13 10. Identification by highlighting of revisions on resubmittals
- 14 11. An 8-inch x 3-inch blank space for Contractor and City stamps
- 15 F. Shop Drawings
- 16 1. As specified in individual Work Sections includes, but is not necessarily limited to:
- 17 a. Custom-prepared data such as fabrication and erection/installation (working)
- 18 drawings
- 19 b. Scheduled information
- 20 c. Setting diagrams
- 21 d. Actual shopwork manufacturing instructions
- 22 e. Custom templates
- 23 f. Special wiring diagrams
- 24 g. Coordination drawings
- 25 h. Individual system or equipment inspection and test reports including:
- 26 1) Performance curves and certifications
- 27 i. As applicable to the Work
- 28 2. Details
- 29 a. Relation of the various parts to the main members and lines of the structure
- 30 b. Where correct fabrication of the Work depends upon field measurements
- 31 1) Provide such measurements and note on the drawings prior to submitting
- 32 for approval.
- 33 G. Product Data
- 34 1. For submittals of product data for products included on the City's Product Material
- 35 Submittal Checklist, highlight each item selected for use on the Project.
- 36 2. For submittals of product data for products not included on the City's Product
- 37 Material Submittal Checklist, submittal data may include, but is not necessarily
- 38 limited to:
- 39 a. Standard prepared data for manufactured products (sometimes referred to as
- 40 catalog data)
- 41 1) Such as the manufacturer's product specification and installation
- 42 instructions
- 43 2) Availability of colors and patterns
- 44 3) Manufacturer's printed statements of compliances and applicability
- 45 4) Roughing-in diagrams and templates
- 46 5) Catalog cuts

- 1 6) Product photographs
- 2 7) Standard wiring diagrams
- 3 8) Printed performance curves and operational-range diagrams
- 4 9) Production or quality control inspection and test reports and certifications
- 5 10) Mill reports
- 6 11) Product operating and maintenance instructions and recommended
- 7 spare-parts listing and printed product warranties
- 8 12) As applicable to the Work
- 9 3. Submittals of product data for products not included on the City's Product Material
- 10 Submittal Checklist may be considered a Substitution in accordance with Section
- 11 01 25 00.
- 12 4. All deviations from City's Product Material Submittal Checklist shall require
- 13 approval by the Engineer of Record for the Project.

14 H. Samples

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

33 J. Submittal Distribution

- 34 1. Electronic Distribution
- 35 a. Provide all submittals in electronic form via email to Project Manager and their
- 36 duly appointed representative.
- 37 b. Shop Drawings
- 38 1) Email submittal to Project Manager and their duly appointed representative.
- 39 2) Hard Copies
- 40 a) Not required
- 41 c. Product Data
- 42 1) Email submittal to Project Manager and their duly appointed representative.
- 43 2) Hard Copies
- 44 a) Not required
- 45 d. Samples
- 46 1) Distributed to the Project Manager

K. Submittal Review

1. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. This is not to be construed as:
 - a. Permitting any departure from the Contract requirements
 - b. Relieving the Contractor of responsibility for any errors, including details, dimensions, and materials
 - c. Approving departures from details furnished by the City, except as otherwise provided herein
2. The review and approval of shop drawings, samples or product data by the City does not relieve the Contractor from his/her responsibility with regard to the fulfillment of the terms of the Contract.
 - a. All risks of error and omission are assumed by the Contractor, and the City will have no responsibility therefore.
3. The Contractor remains responsible for details and accuracy, for coordinating the Work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly and for performing Work in a safe manner.
4. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements which City finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or time for performance, the City may return the reviewed drawings without noting an exception.
5. Submittals will be returned to the Contractor under 1 of the following codes:
 - a. Code 1
 - 1) "NO EXCEPTIONS TAKEN" is assigned when there are no notations or comments on the submittal.
 - a) When returned under this code the Contractor may release the equipment and/or material for manufacture.
 - b. Code 2
 - 1) "EXCEPTIONS NOTED". This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor.
 - a) The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.
 - c. Code 3
 - 1) "EXCEPTIONS NOTED/RESUBMIT". This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the package.
 - a) This resubmittal is to address all comments, omissions and non-conforming items that were noted.
 - b) Resubmittal is to be received by the City within 15 Calendar Days of the date of the City's transmittal requiring the resubmittal.
 - d. Code 4
 - 1) "NOT APPROVED" is assigned when the submittal does not meet the intent of the Contract Documents.
 - a) The Contractor must resubmit the entire package revised to bring the submittal into conformance.
 - b) It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

6. Resubmittals

- a. Handled in the same manner as first submittals
 - 1) Corrections other than requested by the City
 - 2) Marked with revision triangle or other similar method
 - a) At Contractor's risk if not marked
- b. Submittals for each item will be reviewed no more than twice at the City's expense.
 - 1) All subsequent reviews will be performed at times convenient to the City and at the Contractor's expense, based on the City's or City Representative's then prevailing rates.
 - 2) Provide Contractor reimbursement to the City within 30 Calendar Days for all such fees invoiced by the City.
- c. The need for more than 1 resubmission or any other delay in obtaining City's review of submittals, will not entitle the Contractor to an extension of Contract Time.

7. Partial Submittals

- a. City reserves the right to not review submittals deemed partial, at the City's discretion.
 - b. Submittals deemed by the City to be not complete will be returned to the Contractor, and will be considered "Not Approved" until resubmitted.
 - c. The City may at its option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
8. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, then written notice must be provided thereof to the City at least 7 Calendar Days prior to release for manufacture.
 9. When the shop drawings have been completed to the satisfaction of the City, the Contractor may carry out the construction in accordance therewith and no further changes therein except upon written instructions from the City.
 10. Each submittal, appropriately coded, will be returned within 30 Calendar Days following receipt of submittal by the City.

L. Mock ups

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

M. Qualifications

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

N. Request for Information (RFI)

1. Contractor Request for additional information
 - a. Clarification or interpretation of the contract documents
 - b. When the Contractor believes there is a conflict between Contract Documents
 - c. When the Contractor believes there is a conflict between the Drawings and Specifications
 - 1) Identify the conflict and request clarification
 - d. When the Contractor encounters an unknown condition in the field
2. Use the Request for Information (RFI) form provided by the City (attached).

3. Numbering of RFI
 - a. Prefix with “RFI” followed by series number, “-xxx”, beginning with “01” and increasing sequentially with each additional transmittal.
4. Sufficient information shall be attached to permit a written response without further information.
5. The City will log each request and will review the request.
 - a. If review of the project information request indicates that a change to the Contract Documents is required, the City will issue a Field Order or Change Order, as appropriate.

1.5 SUBMITTALS [NOT USED]**1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]****1.7 CLOSEOUT SUBMITTALS [NOT USED]****1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]****1.9 QUALITY ASSURANCE [NOT USED]****1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]****1.11 FIELD [SITE] CONDITIONS [NOT USED]****1.12 WARRANTY [NOT USED]****PART 2 - PRODUCTS [NOT USED]****PART 3 - EXECUTION [NOT USED]****END OF SECTION**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

REQUEST FOR INFORMATION

Project:	RFI #:
Engineering Project No.:	Date Sent:
Sender:	Receiver:
Copies To:	

Subject:
Request:
Sender's Proposed Answer/Solution:

THE PROPOSED ANSWER/SOLUTION ☐ IS, ☐ IS NOT, INCLUDED IN THE CONTRACT.

Receiver's Response:

Response By:	Company:	Date:
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DISTRIBUTION:

SECTION 01 35 13
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. The procedures for special project circumstances that includes, but is not limited to:
 - a. Coordination with the Texas Department of Transportation
 - b. Work near High Voltage Lines
 - c. Confined Space Entry Program
 - d. Excavation Protection
 - e. Air Pollution Watch Days
 - f. Use of Explosives, Drop Weight, Etc.
 - g. Water Utilities Notification
 - h. Public Notification Prior to Beginning Construction
 - i. Coordination with United States Army Corps of Engineers
 - j. Coordination within Railroad permits areas
 - k. Dust Control
 - l. Employee Parking
 - m. Coordination with North Central Texas Council of Governments Clean Construction Specification
 - n. Tree Protection

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Coordination within Railroad permit areas
 - a. Measurement
 - 1) Measurement for this Item will be by lump sum.
 - b. Payment
 - 1) The work performed and materials furnished in accordance with this Item will be paid for at the lump sum price bid for Railroad Coordination.
 - c. The price bid shall include:
 - 1) Mobilization
 - 2) Inspection
 - 3) Safety training
 - 4) Additional Insurance
 - 5) Insurance Certificates

- 6) Other requirements associated with general coordination with Railroad, including additional employees required to protect the right-of-way and property of the Railroad from damage arising out of and/or from the construction of the Project.
2. Railroad Flagmen
 - a. Measurement
 - 1) Measurement for this Item will be per working day.
 - b. Payment
 - 1) The work performed and materials furnished in accordance with this Item will be paid for each working day that Railroad Flagmen are present at the Site.
 - c. The price bid shall include:
 - 1) Coordination for scheduling flagmen
 - 2) Flagmen
 - 3) Other requirements associated with Railroad
3. All other items
 - a. Work associated with these Items is considered incidental to the various Items bid. No separate payment will be allowed for this Item.

1.3 REFERENCES

A. Reference Standards

1. Reference standards cited in this Specification refer to the current reference standard published at the time of the latest revision date logged at the end of this Specification, unless a date is specifically cited.
2. Health and Safety Code, Title 9. Safety, Subtitle A. Public Safety, Chapter 752. High Voltage Overhead Lines.
3. North Central Texas Council of Governments (NCTCOG) – Clean Construction Specification
4. Occupational Health and Safety Administration (OSHA) Standards – 29 CFR Part 1910.146 – Permit-Required Confined Spaces

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination with the Texas Department of Transportation

1. When work in the right-of-way which is under the jurisdiction of the Texas Department of Transportation (TxDOT):
 - a. Notify the Texas Department of Transportation prior to commencing any work therein in accordance with the provisions of the permit
 - b. All work performed in the TxDOT right-of-way shall be performed in compliance with and subject to approval from the Texas Department of Transportation

B. Work near High Voltage Lines

1. Regulatory Requirements
 - a. All Work near High Voltage Lines (more than 600 volts measured between conductors or between a conductor and the ground) shall be in accordance with Health and Safety Code, Title 9, Subtitle A, Chapter 752.
2. Warning sign
 - a. Provide sign of sufficient size meeting all OSHA requirements.

3. Equipment operating within 10 feet of high voltage lines will require the following safety features
 - a. Insulating cage-type of guard about the boom or arm
 - b. Insulator links on the lift hook connections for back hoes or dippers
 - c. Equipment must meet the safety requirements as set forth by OSHA and the safety requirements of the owner of the high voltage lines
 4. Work within 6 feet of high voltage electric lines
 - a. Notification shall be given to:
 - 1) The power company (example: Denton Municipal Electric)
 - a) Maintain an accurate log of all such calls to power company and record action taken in each case.
 - b. Coordination with power company
 - 1) After notification coordinate with the power company to:
 - a) Erect temporary mechanical barriers, de-energize the lines, or raise or lower the lines
 - c. No personnel may work within 6 feet of a high voltage line before the above requirements have been met.
- C. Confined Space Entry Program
1. Provide and follow approved Confined Space Entry Program in accordance with OSHA 29 CFR Part 1910.146 requirements.
 2. Confined Spaces include:
 - a. Manholes
 - b. All other confined spaces in accordance with OSHA's Permit Required for Confined Spaces
- D. Air Pollution Watch Days
1. General
 - a. Observe the following guidelines relating to working on City construction sites on days designated as "AIR POLLUTION WATCH DAYS".
 - b. Typical Ozone Season
 - 1) May 1 through October 31.
 - c. Critical Emission Time
 - 1) 6:00 a.m. to 10:00 a.m.
 2. Watch Days
 - a. The Texas Commission on Environmental Quality (TCEQ), in coordination with the National Weather Service, will issue the Air Pollution Watch by 3:00 p.m. on the afternoon prior to the WATCH day.
 - b. Requirements
 - 1) Begin work after 10:00 a.m. whenever construction phasing requires the use of motorized equipment for periods in excess of 1 hour.
 - 2) However, the Contractor may begin work prior to 10:00 a.m. if:
 - a) Use of motorized equipment is less than 1 hour, or
 - b) If equipment is new and certified by EPA as "Low Emitting", or equipment burns Ultra Low Sulfur Diesel (ULSD), diesel emulsions, or alternative fuels such as CNG.
- E. TCEQ Air Permit
1. Obtain TCEQ Air Permit for construction activities per requirements of TCEQ.
- F. Use of Explosives, Drop Weight, Etc.

1. When Contract Documents permit on the project the following will apply:
 - a. Public Notification
 - 1) Submit notice to City and proof of adequate insurance coverage, 24 hours prior to commencing.
 - 2) Minimum 24-hour public notification in accordance with paragraph 1.4.H of this Section.

G. Water Utilities Coordination

1. During the construction of this project, it may be necessary to deactivate, for a period of time, existing lines. The Contractor shall be required to coordinate with Water Utilities to determine the best times for deactivating and activating those lines.
2. Coordinate any event that will require connecting to or the operation of an existing City water line system with the City's representative.
 - a. If needed, obtain a hydrant water meter from Water Utilities for use during the life of named project.
 - b. In the event that a water valve on an existing live system is required to be turned off or on to accommodate the construction of the project is required, coordinate this activity through the appropriate City representative.
 - 1) Do not operate water line valves of existing water system.
 - a) Failure to comply will render the Contractor in violation of Texas Penal Code Title 7, Chapter 28.03 (Criminal Mischief) and the Contractor will be prosecuted to the full extent of the law.
 - b) In addition, the Contractor will assume all liabilities and responsibilities as a result of these actions.

H. Public Notification Prior to Beginning Construction

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

I. Public Notification of Temporary Water Service Interruption during Construction

1. In the event it becomes necessary to temporarily shut down water service to residents or businesses during construction, prepare and deliver a notice or flyer of the pending interruption to the front door of each affected resident.
2. Prepared notice as follows:
 - a. The notification or flyer shall be posted 24 hours prior to the temporary interruption.
 - b. Prepare flyer on the contractor's letterhead and include the following information:
 - 1) Name of the project
 - 2) Date of the interruption of service
 - 3) Period the interruption will take place
 - 4) Name of the contractor's foreman and phone number
 - 5) Name of the City's inspector and phone number
 - c. A sample of the temporary water service interruption notification is attached as Exhibit B.
 - d. Deliver a copy of the temporary interruption notification to the City inspector for review prior to being distributed.
 - e. No interruption of water service can occur until the flyer has been delivered to all affected residents and businesses.
 - f. Electronic versions of the sample flyers can be obtained from the Project Construction Inspector.
- J. Coordination with United States Army Corps of Engineers (USACE)
 1. At locations in the Project where construction activities occur in areas where USACE permits are required, meet all requirements set forth in each designated permit.
- K. Coordination within Railroad Permit Areas
 1. At locations in the project where construction activities occur in areas where railroad permits are required, meet all requirements set forth in each designated railroad permit. This includes, but is not limited to, provisions for:
 - a. Flagmen
 - b. Inspectors
 - c. Safety training
 - d. Additional insurance
 - e. Insurance certificates
 - f. Other employees required to protect the right-of-way and property of the Railroad Company from damage arising out of and/or from the construction of the project. Proper utility clearance procedures shall be used in accordance with the permit guidelines.
 2. Obtain any supplemental information needed to comply with the railroad's requirements.
 3. Railroad Flagmen
 - a. Submit receipts to City for verification of working days that railroad flagmen were present on Site.
- L. Dust Control
 1. Use acceptable measures to control dust at the Site.
 - a. If water is used to control dust, capture and properly dispose of waste water.
 - b. If wet saw cutting is performed, capture and properly dispose of slurry.

1 M. Employee Parking

- 2 1. Provide parking for employees at locations approved by the City.

3 N. Coordination with North Central Texas Council of Governments (NCTCOG) Clean
4 Construction Specification

5 1. Equipment Requirements

- 6 a. All construction equipment being used to perform work on the Contract shall
7 meet EPA emissions standards of Tier 3 or equivalent, or cleaner. Model Form
8 A.14. Schedule for Phase-In of Tier 1-Tier 4 Non-Road Engines is included in
9 Appendix A. Compliance may be achieved through the use of equipment
10 powered by an EPA-certified engine, through engine repowers, or through the
11 use of retrofits which have been verified by the EPA and/or California Air
12 Resources Board. A list of available retrofits is available online at EPA's
13 website "Verified Technologies List for Clean Diesel."
14 b. Equipment that meets one or more of the following conditions may be exempt
15 from these requirements:
16 1) Equipment powered by an engine that is less than or equal to ten (10) years
17 old.
18 2) Equipment that must be used to fulfill use or reporting requirements for a
19 grant program or other clean air initiative. Documentation of such
20 obligations must be submitted to City for verification.
21 3) Equipment that is designated as low-use equipment, which is defined as
22 any piece of construction equipment which is used for less than ten (10)
23 hours per week on a single public works contract. A Low-Use Exemption
24 Weekly Reporting Form will be required for all equipment for which this
25 exemption is claimed.
26 4) Equipment that is being used to address a critical or emergency public
27 works need, including, but not limited to, broken water mains or sanitary
28 sewer lines. This exemption is limited to work performed in a situation in
29 which the procurement of construction services is performed on an
30 emergency basis, as provided for by State law.

31 2. Operational Requirements

- 32 a. All diesel fuel used to perform work on the public works contract shall be
33 Ultra-Low Sulfur Diesel (ULSD) fuel which also complies with Texas Low
34 Emission Diesel (TxLED) program requirements. This may include TxLED-
35 compliant Biodiesel blends.
36 b. The Contractor shall limit idling of equipment to no more than five (5)
37 minutes, unless the idling is applicable to one or more of the following
38 exceptions:
39 1) is being used for emergency response purposes;
40 2) is idling as a necessary component of mechanical operation, maintenance,
41 or diagnostic purposes; or
42 3) is idling for the health or safety of the equipment operator.
43 c. To the greatest extent possible, Contractor shall stage equipment away from,
44 and minimize operation near, sensitive receptors including, but not limited to,
45 fresh air intakes, hospitals, schools, licensed day care facilities, and residences.

46 3. Reporting Requirements

- a. On or before the day construction activity commences, the Contractor shall submit to the City an inventory report containing identifying data for each piece of equipment to be used on the worksite. A form for submitting such information will be provided by the City. This inventory may be used by the City to conduct site inspections and/or verify compliance with specification elements.
- b. If additional equipment is brought on-site after construction begins, the Contractor shall provide this same inventory information to the City for the new equipment on or before the day it begins work on-site.
- c. Reports shall be provided for all equipment used on-site.

4. Enforcement Requirements

- a. All construction equipment used at the Site is subject to inspection by the City at random. Contractor is responsible for ensuring that all subcontractors meet the requirements of this specification.

O. Tree Protection

1. Install tree protection in accordance with the Drawings, if applicable.
2. Coordinate with City Building Inspections prior to commencing and earthwork activities to perform an initial tree protection inspection.

1.5 SUBMITTALS

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

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS

- A. Construction Notice Flyer
- B. Notice of Temporary Water Service Interruption

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE [NOT USED]

1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1.12 WARRANTY [NOT USED]

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION [NOT USED]

2

3

EXHIBIT A

(To be printed on Contractor's Letterhead)

Date: _____

EPN No.: _____

Project Name:

Limits of Construction:

NOTICE OF CONSTRUCTION

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

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

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

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

OR

<CITY INSPECTOR> AT < TELEPHONE NO.>

PLEASE KEEP THIS FLYER HANDY WHEN YOU CALL

EXHIBIT B



Date: _____

EPN No.: _____

Project Name: _____

NOTICE OF TEMPORARY WATER SERVICE INTERRUPTION

Due to utility improvements in your neighborhood, your water service will be
interrupted on _____
between the hours of _____ and _____.

IF YOU HAVE QUESTIONS ABOUT THIS DISRUPTION, PLEASE CALL:

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

OR

<CITY INSPECTOR> AT < TELEPHONE NO.>

THIS SERVICE INTERRUPTION WILL BE AS SHORT AS POSSIBLE

Thank you,
_____, Contractor

SECTION 01 45 23
TESTING AND INSPECTION SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Testing and inspection services procedures and coordination

B. Deviations from this City of Denton Standard Specification

1. None

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Work associated with this Item is considered incidental to the various Items bid.

No separate payment will be allowed for this Item.

- a. In accordance with Article 13 of the General Conditions, Contractor is responsible for performing, coordinating, and payment of all inspections, tests, re-tests, or approvals.
- b. In accordance with Article 13 of the General Conditions, City is responsible for performing and payment for first set additional independent testing chosen by the City to be performed.
 - 1) If the first independent test performed by the City fails, the Contractor is responsible for payment of subsequent testing until a passing test occurs.
 - a) Final acceptance will not be issued by City until all required payments for testing by Contractor have been paid in full.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Testing

1. Complete testing in accordance with the Contract Documents.
2. Coordination
 - a. When testing is required to be performed by the City, notify City, sufficiently in advance, when testing is needed.
 - b. When testing is required to be completed by the Contractor, notify City, sufficiently in advance, that testing will be performed.
3. Distribution of Testing Reports
 - a. Electronic Distribution
 - 1) Provide all reports to Project Manager and their duly appointed representative electronically via email.

4. Provide Project Manager's duly appointed representative with trip tickets for each delivered load of Concrete or Lime material including the following information:
 - a. Name of pit
 - b. Date of delivery
 - c. Material delivered

B. Inspection

1. Inspection or lack of inspection does not relieve the Contractor from obligation to perform work in accordance with the Contract Documents.

1.5 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00.

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS

- A. Materials Testing Reports sealed by a Professional Engineer or Professional Geoscientist licensed in the State of Texas.

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE [NOT USED]

1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1.12 WARRANTY [NOT USED]

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION [NOT USED]

END OF SECTION

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

CITY OF DENTON
STANDARD CONSTRUCTION SPECIFICATION DOCUMENTS
Revised September 20, 2018
Effective January 15, 2021

SECTION 01 50 00**TEMPORARY FACILITIES AND CONTROLS****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
 - a. Temporary utilities
 - b. Sanitary facilities
 - c. Storage Sheds and Buildings
 - d. Dust control
 - e. Temporary fencing of the construction site

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES**A. Measurement and Payment**

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

1.3 REFERENCES [NOT USED]**1.4 ADMINISTRATIVE REQUIREMENTS****A. Temporary Utilities****1. Obtaining Temporary Service**

- a. Make arrangements with utility service companies for temporary services.
- b. Abide by rules and regulations of utility service companies or authorities having jurisdiction.
- c. Be responsible for utility service costs until Work is approved for Final Acceptance.
 - 1) Included are fuel, power, light, heat and other utility services necessary for execution, completion, testing and initial operation of Work.

2. Construction Water

- a. Contractor to provide water required for and in connection with Work to be performed and for specified tests of piping, equipment, devices or other use as required for the completion of the Work.
- b. Provide and maintain adequate supply of potable water for domestic consumption by Contractor, if required.
- c. Coordination
 - 1) Contact City 1 week before water for construction is desired

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

1 D. Temporary Fencing

- 2 1. Provide and maintain for the duration or construction when required in contract
3 documents

4 E. Dust Control

- 5 1. Contractor is responsible for maintaining dust control through the duration of the
6 project.
7 a. Contractor remains on-call at all times
8 b. Must respond in a timely manner

9 F. Temporary Protection of Construction

- 10 1. Contractor or subcontractors are responsible for protecting Work from damage due
11 to weather.

12 **1.5 SUBMITTALS [NOT USED]**

13 **1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**

14 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**

15 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**

16 **1.9 QUALITY ASSURANCE [NOT USED]**

17 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

18 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

19 **1.12 WARRANTY [NOT USED]**

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

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

22 **3.1 INSTALLERS [NOT USED]**

23 **3.2 EXAMINATION [NOT USED]**

24 **3.3 PREPARATION [NOT USED]**

25 **3.4 INSTALLATION**

26 A. Temporary Facilities

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

1 **3.5 [REPAIR] / [RESTORATION]**

2 **3.6 RE-INSTALLATION**

3 **3.7 FIELD [or] SITE QUALITY CONTROL [NOT USED]**

4 **3.8 SYSTEM STARTUP [NOT USED]**

5 **3.9 ADJUSTING [NOT USED]**

6 **3.10 CLEANING [NOT USED]**

7 **3.11 CLOSEOUT ACTIVITIES**

8 A. Temporary Facilities

9 1. Remove all temporary facilities and restore area after completion of the Work, to a
10 condition equal to or better than prior to start of Work.

11 **3.12 PROTECTION [NOT USED]**

12 **3.13 MAINTENANCE [NOT USED]**

13 **3.14 ATTACHMENTS [NOT USED]**

14 **END OF SECTION**

15

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

16

SECTION 01 57 13**STORM WATER POLLUTION PREVENTION****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Procedures for Storm Water Pollution Prevention Plans

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES**A. Measurement and Payment**

1. Construction Activities resulting in less than 1 acre of disturbance
 - a. Work associated with this Item is considered subsidiary to the various Items bid. No separate payment will be allowed for this Item.
2. Construction Activities resulting in greater than 1 acre of disturbance
 - a. Measurement for this Item shall be by lump sum.
 - b. Payment
 - 1) The work performed and the materials furnished in accordance with this item shall be paid for at the lump sum price bid for “Storm Water Pollution Prevention Plan”, and made in partial payments as follows:
 - a) When 1% of the Contract amount is earned, 15% of the SWPPP lump sum bid will be paid.
 - b) When 10% of the Contract amount is earned, 25% of the SWPPP lump sum bid will be paid. Previous payments under the item will be deducted from this amount.
 - c) When 25% of the Contract amount is earned, 30% of the SWPPP lump sum bid will be paid. Previous payments under the item will be deducted from this amount.
 - d) When 50% of the Contract is earned, 50% of the SWPPP lump sum bid will be paid. Previous payments under the item will be deducted from this amount.
 - e) When 75% of the Contract is earned, 75% of the SWPPP lump sum bid will be paid. Previous payments under the item will be deducted from this amount.
 - f) When 100% of the Contract is earned and final stabilization has been achieved, 100% of the SWPPP lump sum bid will be paid. Previous payments under the item will be deducted from this amount.
 - c. The price bid shall include:
 - 1) Preparation of Storm Water Pollution Prevention Plan

- 1 2) Implementation
- 2 3) Permitting fees
- 3 4) Final Stabilization

4 1.3 REFERENCES

5 A. Abbreviations and Acronyms

- 6 1. Notice of Intent: NOI
- 7 2. Notice of Termination: NOT
- 8 3. Storm Water Pollution Prevention Plan: SWPPP
- 9 4. Texas Commission on Environmental Quality: TCEQ
- 10 5. Notice of Change: NOC

11 A. Reference Standards

- 12 1. Reference standards cited in this Specification refer to the current reference
13 standard published at the time of the latest revision date logged at the end of this
14 Specification, unless a date is specifically cited.
- 15 2. Integrated Storm Management (iSWM) Technical Manual for Construction
16 Controls

17 1.4 ADMINISTRATIVE REQUIREMENTS

18 A. General

- 19 1. Contractor is responsible for resolution and payment of any fines issued associated
20 with compliance to Stormwater Pollution Prevention Plan.
- 21 2. As a condition of approval, applicants conducting land disturbing activities will
22 complete the online construction site survey. This survey can be found at
23 <https://www.surveymonkey.com/r/dentonconstruction>.
- 24 3. Refer to TCEQ website for further information about stormwater permits at
25 https://www.tceq.texas.gov/permitting/stormwater/construction/TXR15_AIR.html.

26 B. Construction Activities resulting in:

- 27 1. Less than 1 acre of disturbance
28 a. Provide erosion and sediment control in accordance with Section 31 25 14.
- 29 2. 1 to less than 5 acres of disturbance
30 a. Texas Pollutant Discharge Elimination System (TPDES) General Construction
31 Permit is required
32 b. Complete SWPPP in accordance with TCEQ requirements
33 1) Indicate City is a Secondary Operator
34 2) TCEQ Small Construction Site Notice Required under general permit
35 TXR150000
36 a) Post at job site
37 b) Prior to Preconstruction Meeting, send 1 copy to City Watershed
38 Protection Division, Watershed@cityofdenton.com, Joetta Dailey
39 (940) 349-7153 or Zach Peterson.(940) 349-7141.
40 3) Provide erosion and sediment control in accordance with Section 31 25 14.
41 4) Once the project has been completed and all the closeout requirements of
42 TCEQ have been met, send copy of signed Small Construction Site Notice
43 to Watershed Protection division, Watershed@cityofdenton.com, Joetta
44 Dailey (940) 349-7153 or Zach Peterson (940) 349-7141.

3. 5 acres or more of Disturbance
 - a. Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit is required
 - b. Complete SWPPP in accordance with TCEQ requirements
 - 1) Prepare a TCEQ NOI form and submit to TCEQ along with required fee
 - a) Send copy to City Watershed Protection Division,
Watershed@cityofdenton.com, Joetta Dailey (940) 349-7153 or Zach Peterson (940) 349-7141.
 - 2) TCEQ Notice of Change required if making changes or updates to NOI
 - 3) Provide erosion and sediment control in accordance with Section 31 25 14.
 - 4) Once the project has been completed and all the closeout requirements of TCEQ have been met a TCEQ Notice of Termination can be submitted.
 - a) Send copy to City Watershed Protection Division,
Watershed@cityofdenton.com, Joetta Dailey (940) 349-7153 or Zach Peterson (940) 349-7141.
- C. Sites adjacent to or encroaching into Environmentally Sensitive Areas (ESAs):
 1. Provide tree protective fencing at the boundary of any identified onsite ESAs and approved construction activities that would result in land disturbances.
 2. Provide signs identifying the area as an ESA and prohibiting construction activity.

1.5 SUBMITTALS

A. SWPPP

1. Submit in accordance with Section 01 33 00, except as stated herein.
 - a. Prior to the Preconstruction Meeting, submit a draft copy of SWPPP to the City as follows:
 - 1) 1 copy to the Project Manager
 - a) Project Manager will forward to the City Watershed Protection Department, Watershed@cityofdenton.com, Joetta Dailey (940) 349-7153 or Zach Peterson (940) 349-7141.

B. Modified SWPPP

1. If the SWPPP is revised during construction, resubmit modified SWPPP to the City in accordance with Section 01 33 00.

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

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

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

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

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

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

7 **1.12 WARRANTY [NOT USED]**

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

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

10 **END OF SECTION**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

11

SECTION 01 58 13
TEMPORARY PROJECT SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary Project Signage Requirements

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Temporary Project Sign

- a. Measurement

- 1) Measurement for this Item will be per each project sign installed.

- b. Payment

- 1) The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” shall be paid for at the unit price bid per each “Temporary Project Sign.”

- c. The price bid shall include:

- 1) Installation of Temporary Project Sign
 - 2) Excavation
 - 3) Hauling
 - 4) Disposal of excess Materials
 - 5) Maintenance and Repair of Signs During Construction
 - 6) Removal and Disposal of Temporary Project Sign

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS [NOT USED]

1.5 SUBMITTALS [NOT USED]

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

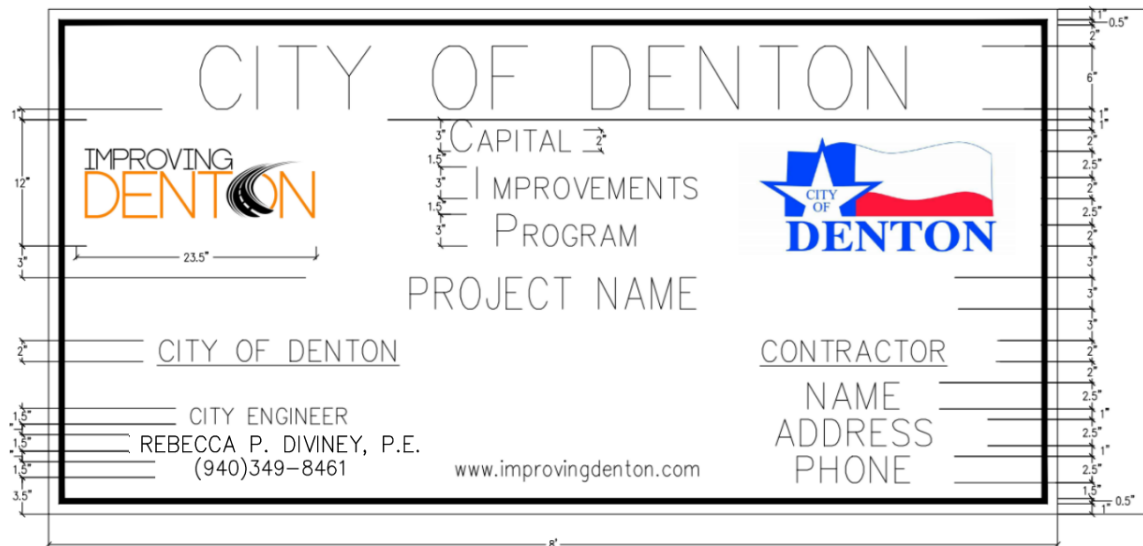
1.9 QUALITY ASSURANCE [NOT USED]

1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1 **1.12 WARRANTY [NOT USED]**2 **PART 2 - PRODUCTS**3 **2.1 OWNER-FURNISHED [or] OWNER-SUPPLIED PRODUCTS [NOT USED]**4 **2.2 EQUIPMENT, PRODUCT TYPES, AND MATERIALS**5 **A. Design Criteria**

6 1. Provide free standing Project Designation Sign as indicated below:



The flag shall resemble the Texas Flag. The background of the stars and the “City of Denton” lettering shall be blue. The lower bar of the flag shall be red, and the upper bar shall be white. The dimensions, from the farthest ends, shall be 12-inches vertically and 23.5-inches horizontally. The flag shall appear in the dimensions shown. The contractor may request a digital copy in either .jpg or .tif format.

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2. The Project Designation Sign shall be placed at strategic points with lettering as needed to adequately describe the work.
3. Signs shall be painted white with blue letters and symbols. Letter size shall conform to dimensions shown on sign drawing. Exceptions or variations from the sign shown above shall not be allowed.

B. Materials

1. Sign

- a. Constructed of $\frac{3}{4}$ -inch fir plywood, grade A-C (exterior) or better

2 2.4 SOURCE QUALITY CONTROL [NOT USED]

4 3.1 INSTALLERS [NOT USED]

6 3.3 PREPARATION [NOT USED]

8 A. General

1. Provide vertical installation at extents of project.
2. Signs shall be placed prior to beginning the Work and maintained until the end of the project.
3. Relocate sign as needed, upon request of the City.

- 14 a. Skids
- 15 b. Posts
- 16 c. Barricade

18 3.6 MAINTENANCE

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

21 **3.7 ATTACHMENTS [NOT USED]**

22 **END OF SECTION**

24

1 **SECTION 01 66 00**
2 **PRODUCT STORAGE AND HANDLING REQUIREMENTS**

3 **PART 1 - GENERAL**

4 **1.1 SUMMARY**

5 A. Section Includes:

- 6 1. Scheduling of product delivery
7 2. Packaging of products for delivery
8 3. Protection of products against damage from:
9 a. Handling
10 b. Exposure to elements or harsh environments

11 B. Deviations from this City of Denton Standard Specification

- 12 1. None.

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

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

16 **1.2 PRICE AND PAYMENT PROCEDURES**

17 A. Measurement and Payment

- 18 1. Work associated with this Item is considered incidental to the various Items bid.
19 No separate payment will be allowed for this Item.

20 **1.3 REFERENCES [NOT USED]**

21 **1.4 ADMINISTRATIVE REQUIREMENTS [NOT USED]**

22 **1.5 SUBMITTALS [NOT USED]**

23 **1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]**

24 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**

25 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**

26 **1.9 QUALITY ASSURANCE [NOT USED]**

27 **1.10 DELIVERY AND HANDLING**

28 A. Delivery Requirements

- 29 1. Schedule delivery of products or equipment as required to allow timely installation
30 and to avoid prolonged storage.
31 2. Provide appropriate personnel and equipment to receive deliveries.
32 3. Delivery trucks will not be permitted to wait extended periods of time on the Site
33 for personnel or equipment to receive the delivery.
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4. Deliver products or equipment in manufacturer's original unbroken cartons or other containers designed and constructed to protect the contents from physical or environmental damage.
5. Clearly and fully mark and identify as to manufacturer, item and installation location.
6. Provide manufacturer's instructions for storage and handling.

B. Handling Requirements

1. Handle products or equipment in accordance with these Contract Documents and manufacturer's recommendations and instructions.

C. Storage Requirements

1. Store materials in accordance with manufacturer's recommendations and requirements of these Specifications.
2. Make necessary provisions for safe storage of materials and equipment.
 - a. Place loose soil materials and materials to be incorporated into Work in a manner that prevents damage to any part of Work or existing facilities and that maintains free access at all times to all parts of Work and to utility service company installations in vicinity of Work.
3. Keep materials and equipment neatly and compactly stored in locations that will cause minimum inconvenience to other contractors, public travel, adjoining owners, tenants and occupants.
 - a. Arrange storage to provide easy access for inspection.
4. Restrict storage to areas available on construction site for storage of material and equipment as shown on Drawings, or approved by Project Manager or their duly authorized representative.
5. Provide off-site storage and protection when on-site storage is not adequate.
 - a. Provide addresses of and access to off-site storage locations for inspection by Project Manager or their duly authorized representative.
6. Do not use lawns, grass plots or other private property for storage purposes without written permission of owner or other person in possession or control of premises.
7. Store in manufacturers' unopened containers.
8. Neatly, safely and compactly stack materials delivered and stored along line of Work to avoid inconvenience and damage to property owners and general public and maintain at least 3 feet from fire hydrant.
9. Keep public and private driveways and street crossings open.
10. Repair or replace damaged lawns, sidewalks, streets or other improvements to satisfaction of Project Manager or their duly authorized representative.
 - a. Total length which materials may be distributed along route of construction at one time is 1,000 linear feet, unless otherwise approved in writing by Project Manager.

1 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**2 **1.12 WARRANTY [NOT USED]**3 **PART 2 - PRODUCTS [NOT USED]**4 **PART 3 - EXECUTION**5 **3.1 -3.6 [NOT USED]**6 **3.2 FIELD [or] SITE QUALITY CONTROL**

7 A. Tests and Inspections

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

9 B. Non-Conforming Work

10 1. Reject all products or equipment that are damaged, used or in any other way
11 unsatisfactory for use on the project.12 **3.3 SYSTEM STARTUP [NOT USED]**13 **3.4 ADJUSTING [NOT USED]**14 **3.5 CLEANING [NOT USED]**15 **3.6 CLOSEOUT ACTIVITIES [NOT USED]**16 **3.7 PROTECTION**

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

18 B. Store products or equipment in location to avoid physical damage to items while in
19 storage.20 C. Protect equipment from exposure to elements and keep thoroughly dry if required by
21 the manufacturer.22 **3.8 MAINTENANCE [NOT USED]**23 **3.9 ATTACHMENTS [NOT USED]**24 **END OF SECTION**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

25

SECTION 01 70 00**MOBILIZATION AND REMOBILIZATION****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:****1. Mobilization and Demobilization****a. Mobilization**

- 1) Transportation of Contractor's personnel, equipment, and operating supplies to the Site
- 2) Establishment of necessary general facilities for the Contractor's operation at the Site
- 3) Premiums paid for performance and payment bonds
- 4) Transportation of Contractor's personnel, equipment, and operating supplies to another location within the designated Site
- 5) Relocation of necessary general facilities for the Contractor's operation from 1 location to another location on the Site.

b. Demobilization

- 1) Transportation of Contractor's personnel, equipment, and operating supplies away from the Site including disassembly
- 2) Site Clean-up
- 3) Removal of all buildings and/or other facilities assembled at the Site for this Contract

c. Mobilization and Demobilization do not include activities for specific items of work that are for which payment is provided elsewhere in the contract.**2. Remobilization****a. Remobilization for Suspension of Work specifically required in the Contract Documents or as required by City includes:****1) Demobilization**

- a) Transportation of Contractor's personnel, equipment, and operating supplies from the Site including disassembly or temporarily securing equipment, supplies, and other facilities as designated by the Contract Documents necessary to suspend the Work.
- b) Site Clean-up as designated in the Contract Documents

2) Remobilization

- a) Transportation of Contractor's personnel, equipment, and operating supplies to the Site necessary to resume the Work.
- b) Establishment of necessary general facilities for the Contractor's operation at the Site necessary to resume the Work.

3) No Payments will be made for:

- a) Mobilization and Demobilization from one location to another on the Site in the normal progress of performing the Work.
- b) Stand-by or idle time
- c) Lost profits

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Mobilization and Demobilization

a. Measurement

- 1) This Item will be measured by the lump sum as the work progresses.

b. Payment

- 1) For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Mobilization shall be made in partial payments as follows:

- a) When 1% of the adjusted Contract amount for construction Items is earned, 25% of the mobilization lump sum bid will be paid.
- b) When 25% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid will be paid. Previous payments under the Item will be deducted from this amount.
- c) When 50% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid will be paid. Previous payments under the Item will be deducted from this amount.
- d) When 75% of the adjusted Contract amount for construction Items is earned, 100% of the mobilization lump sum bid will be paid. Previous payments under the Item will be deducted from this amount.
- e) **A bid containing a total for “Mobilization” in excess of 10% of total contract shall be considered unbalanced and a cause for consideration of rejection.**

c. The price bid shall include:

- 1) Mobilization of equipment to Site
- 2) Performance Bond
- 3) Payment Bond
- 4) Maintenance Bond
- 5) Remobilization as identified in the Contract Documents
- 6) Demobilization

d. No payments will be made for standby, idle time, or lost profits associated this Item.

2. Remobilization for suspension of Work not identified in the Contract Documents, as required by City

a. Measurement and Payment

- 1) This shall be submitted as a Contract Claim in accordance with Article 11 of Section 00 72 00.
- 2) No payments will be made for standby, idle time, or lost profits associated with this Item.

1.3 REFERENCES [NOT USED]

1 **1.4 ADMINISTRATIVE REQUIREMENTS [NOT USED]**

2 **1.5 SUBMITTALS [NOT USED]**

3 **1.6 INFORMATIONAL SUBMITTALS [NOT USED]**

4 **1.7 CLOSEOUT SUBMITTALS [NOT USED]**

5 **1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]**

6 **1.9 QUALITY ASSURANCE [NOT USED]**

7 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

8 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

9 **1.12 WARRANTY [NOT USED]**

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

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

12 **END OF SECTION**

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Revision Log		
DATE	NAME	SUMMARY OF CHANGE

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SECTION 01 71 23**CONSTRUCTION STAKING AND SURVEY****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Requirements for construction staking to be provided by the Contractor.
2. Requirements for coordination with City to allow performance of as-built survey at the Site.

B. Deviations from this City of Denton Standard Specification

1. None

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

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

1.2 PRICE AND PAYMENT PROCEDURES**A. Measurement and Payment****1. Construction Staking****a. Measurement and Payment**

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

2. As-Built Survey**a. Measurement and Payment**

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

1.3 REFERENCES [NOT USED]**1.4 ADMINISTRATIVE REQUIREMENTS [NOT USED]****1.5 SUBMITTALS**

A. Submittals, if required, shall be in accordance with Section 01 33 00.

B. All submittals shall be approved by the City prior to delivery.

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS**A. Certificates**

1. Provide certificate certifying that elevations and locations of improvements are in conformance or non-conformance with requirements of the Contract Documents.
 - a. Certificate must be sealed by a registered professional land surveyor in the State of Texas.

B. Field Quality Control Submittals

1. Documentation verifying accuracy of field engineering work.

C. As-built Survey Submittal:

1. AutoCAD (.dwg)
2. ESRI Shapefile (.shp)
3. CSV file (.csv), formatted with X and Y coordinates in separate columns
4. Include vertical and horizontal data tied to original project control and benchmarks, and feature descriptions

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE

A. Construction Staking

1. Construction staking will be performed by the Contractor.
2. Coordination
 - a. It is the Contractor's responsibility to coordinate staking such that construction activities are not delayed or negatively impacted.
3. General
 - a. Contractor is responsible for preserving and maintaining staking.
 - b. If in the opinion of the City, a sufficient number of stakes or markings have been lost, destroyed or disturbed, by Contractor's neglect, such that the contracted Work cannot take place, then the Contractor will be required to re-stake the deficient areas.

B. As-built Survey

1. As-built Survey will be performed by the Contractor.
2. Coordination
 - a. Contractor to verify that control data established in the design survey and required for construction remains intact.
 - b. It is the Contractor's responsibility to coordinate As-built Survey such that construction activities are not delayed or negatively impacted.
 - c. Contractor shall restore or replace all necessary control data damaged during construction operations.
 - d. For sewer mains and water lines 12-inch and smaller in diameter, if permitted by City in writing, Contractor may physically measure depth and mark the location during the progress of construction and perform As-built Survey after the facility has been buried. The Contractor is responsible for the quality control required to ensure accuracy if this approach is permitted.
3. General
 - a. As-built survey will be performed in order to maintain complete and accurate logs of control and survey work as it progresses for Project Records.
 - b. The Contractor perform as-built survey to obtain construction features including, but not limited to, the following:
 - 1) All Utility Lines
 - a) Rim and flowline elevations and coordinates for each manhole or junction structure
 - 2) Water Lines
 - a) Top of pipe elevations and coordinates for water lines at the following locations:
 - (1) Every 250 linear feet

- 1 (2) Horizontal and vertical points of inflection, curvature, etc. (All
- 2 Fittings)
- 3 (3) Cathodic protection test stations
- 4 (4) Sampling stations
- 5 (5) Meter boxes/vaults (All sizes)
- 6 (6) Fire lines
- 7 (7) Fire hydrants and valves
- 8 (8) Gate valves and Butterfly Valves
- 9 (9) Plugs, stubouts, dead-end lines
- 10 (10) Air Release valves (Manhole rim and vent pipe)
- 11 (11) Blow off valves (Manhole rim and valve lid)
- 12 (12) Pressure plane valves
- 13 (13) Cleaning wyes
- 14 (14) Casing pipe (each end)
- 15 b) Storm Sewer
- 16 (1) Top of pipe elevations and coordinates at the following locations:
- 17 (a) Every 250 linear feet
- 18 (b) Horizontal and vertical points of inflection, curvature, etc.
- 19 c) Sanitary Sewer
- 20 (1) Top of pipe elevations and coordinates for sanitary sewer lines at
- 21 the following locations:
- 22 (a) Every 250 linear feet
- 23 (b) Horizontal and vertical points of inflection, curvature, etc.
- 24 (c) Cleanouts
- 25 c. As-built survey will be performed in order to maintain complete and accurate
- 26 logs of control and survey work associated with meeting or exceeding the line
- 27 and grade required by these Specifications.
- 28 1) The Contractor remains fully responsible for the accuracy of the work and
- 29 the correction of it, as required.
- 30 2) Monitor line and grade continuously during construction.
- 31 3) Record deviation with respect to design line and grade once at each pipe
- 32 joint and submit daily records to City.
- 33 4) If the installation does not meet the specified tolerances, immediately notify
- 34 the City and correct the installation in accordance with the Contract
- 35 Documents.
- 36 d. Submit to the City copies of field notes, if requested, used to establish all lines
- 37 and grades and allow the City to check guidance system setup prior to
- 38 beginning each tunneling drive.

39 **1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]**

40 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**

41 **1.12 WARRANTY [NOT USED]**

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

43 **PART 3 - EXECUTION**

44 **3.1 INSTALLERS [NOT USED]**

SECTION 01 74 23**CLEANING****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

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

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES**A. Measurement and Payment**

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

1.3 REFERENCES [NOT USED]**1.4 ADMINISTRATIVE REQUIREMENTS****A. Scheduling**

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

1.5 SUBMITTALS [NOT USED]**1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]****1.7 CLOSEOUT SUBMITTALS [NOT USED]****1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]****1.9 QUALITY ASSURANCE [NOT USED]****1.10 STORAGE, AND HANDLING****A. Storage and Handling Requirements**

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

1 **1.11 FIELD [SITE] CONDITIONS [NOT USED]**2 **1.12 WARRANTY [NOT USED]**3 **PART 2 - PRODUCTS**4 **2.1 OWNER-FURNISHED [or] OWNER-SUPPLIED PRODUCTS [NOT USED]**5 **2.2 MATERIALS**

6 A. Cleaning Agents

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

11 **2.3 ACCESSORIES [NOT USED]**12 **2.4 SOURCE QUALITY CONTROL [NOT USED]**13 **PART 3 - EXECUTION**14 **3.1 INSTALLERS [NOT USED]**15 **3.2 EXAMINATION [NOT USED]**16 **3.3 PREPARATION [NOT USED]**17 **3.4 APPLICATION [NOT USED]**18 **3.5 REPAIR / RESTORATION [NOT USED]**19 **3.6 RE-INSTALLATION [NOT USED]**20 **3.7 FIELD [or] SITE QUALITY CONTROL [NOT USED]**21 **3.8 SYSTEM STARTUP [NOT USED]**22 **3.9 ADJUSTING [NOT USED]**23 **3.10 CLEANING**

24 A. General

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

6. Transport and deposit vegetative material removed as a result of work operations off-site at a legal site in accordance with all applicable federal, state, and local laws and regulations.
 - a. Removed vegetation will not be allowed to remain in piles or mounds on the easement or surrounding property.
7. Handle materials in a controlled manner with as few handlings as possible.
8. Thoroughly clean, sweep, wash and polish all Work and equipment associated with this project.
9. Remove all signs of temporary construction and activities incidental to construction of required permanent Work.
10. If project is not cleaned to the satisfaction of the City, the City reserves the right to have the cleaning completed at the expense of the Contractor.
11. Do not burn on-site.

B. Intermediate Cleaning during Construction

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

C. Interior Final Cleaning

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

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

1. Remove trash and debris containers from site.
 - a. Re-seed areas disturbed by location of trash and debris containers.
2. Sweep roadway to remove all rocks, pieces of asphalt, concrete or any other object that may hinder or disrupt the flow of traffic along the roadway.

3. Clean any interior areas including, but not limited to, vaults, manholes, structures, junction boxes and inlets.
4. If no longer required for maintenance of erosion facilities, and upon approval by City, remove erosion control from site.
5. Clean signs, lights, signals, etc.

3.11 CLOSEOUT ACTIVITIES [NOT USED]**3.12 PROTECTION [NOT USED]****3.13 MAINTENANCE [NOT USED]****3.14 ATTACHMENTS [NOT USED]****END OF SECTION**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

SECTION 01 77 19
CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. The procedure for closing out a contract

B. Deviations from this City of Denton Standard Specification

1. None.

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

1. Division 0 – Bidding Requirements, Contract Forms and Conditions of the Contract
2. Division 1 – General Requirements
3. Section 33 01 30 – Post Construction Closed Circuit Television (CCTV) Inspection

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

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

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Guarantees, Bonds and Affidavits

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

B. Release of Liens or Claims

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

1.5 SUBMITTALS

A. Submit all required documentation to Project Manager.

1.6 INFORMATIONAL SUBMITTALS [NOT USED]

1.7 CLOSEOUT SUBMITTALS [NOT USED]

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION**3.1 INSTALLERS [NOT USED]****3.2 EXAMINATION [NOT USED]****3.3 PREPARATION [NOT USED]****3.4 CLOSEOUT PROCEDURE****A. Prior to requesting Final Inspection, submit:**

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

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

1. After final cleaning, provide notice to the Project Manager and their duly appointed representative that the Work is completed.
 - a. City reserves the right to deny request for Final Inspection if City determines that the entire Work is not sufficiently complete to warrant a Final Inspection
 - b. The City will make an initial Final Inspection with the Contractor present.
 - c. Upon completion of this inspection, the City will notify the Contractor, in writing within 10 business days, of any particulars in which this inspection reveals that the Work is defective or incomplete.
2. Upon receiving written notice from the City, immediately undertake the Work required to remedy deficiencies and complete the Work to the satisfaction of the City.
3. Upon completion of Work associated with the items listed in the City's written notice, inform the City, that the required Work has been completed. Upon receipt of this notice, the City, in the presence of the Contractor, will make a subsequent Final Inspection of the project.
4. Provide all special accessories required to place each item of equipment in full operation. These special accessory items include, but are not limited to:
 - a. Specified spare parts
 - b. Adequate oil and grease as required for the first lubrication of the equipment
 - c. Initial fill up of all chemical tanks and fuel tanks
 - d. Light bulbs
 - e. Fuses
 - f. Vault keys
 - g. Handwheels
 - h. Other expendable items as required for initial start-up and operation of all equipment

D. Supporting Documentation

1. Coordinate with the City Project Representative to complete the following additional forms:
 - a. Final Payment Request
 - b. Statement of Contract Time
 - c. Affidavit of Payment and Release of Liens

d. Consent of Surety to Final Payment

E. Letter of Final Acceptance

1. When City has deemed the Work has been completed, and upon receiving all Supporting Documentation, in accordance with General Conditions, City will issue Letter of Final Acceptance and release the final payment request for payment.

F. Warranty Inspection for Wastewater Mains

1. A second television inspection conforming to the standards laid out in Section 33 01 30 shall be started by the Contractor no sooner than 630 calendar days and finished no later than 690 calendar days after the date of issuance of the Letter of Final Acceptance for the project by the City of Denton.
2. The second inspection shall include a complete televised inspection of each manhole interior constructed or installed on the project (including cored manholes).
 - a. Should the second inspection indicate repairs that need to be made, these will be performed by the Contractor at no cost to the City.
3. Failure of the Contractor to perform the second inspection or to make repairs indicated by the second inspection shall be sufficient grounds for the City to take action through the terms of the Maintenance Bond for the project to perform the second inspection and make any repairs indicated.

3.5 REPAIR / RESTORATION [NOT USED]**3.6 RE-INSTALLATION [NOT USED]****3.7 FIELD [or] SITE QUALITY CONTROL [NOT USED]****3.8 SYSTEM STARTUP [NOT USED]****3.9 ADJUSTING [NOT USED]****3.10 CLEANING [NOT USED]****3.11 CLOSEOUT ACTIVITIES [NOT USED]****3.12 PROTECTION [NOT USED]****3.13 MAINTENANCE [NOT USED]****3.14 ATTACHMENTS [NOT USED]****END OF SECTION**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

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

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

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

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A. Schedule

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

1.5 SUBMITTALS

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

1.6 INFORMATIONAL SUBMITTALS

A. Submittal Form

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

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

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

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

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE

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

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

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

3 **1.12 WARRANTY [NOT USED]**

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

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

6 **END OF SECTION**

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SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Work associated with the documenting the project and recording changes to project documents, including:
 - a. Record Drawings

B. Deviations from this City of Denton Standard Specification

1. None.

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

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

1.2 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

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

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS [NOT USED]

1.5 SUBMITTALS

- A. Prior to submitting a request for Final Inspection, deliver Project Record Documents to Project Manager.

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS [NOT USED]

1.7 CLOSEOUT SUBMITTALS [NOT USED]

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE

A. Accuracy of Records

1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
3. To facilitate accuracy of records, make entries within 24 hours after receipt of information that the change has occurred.

4. Provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation and examination.

1.10 STORAGE AND HANDLING

A. Storage and Handling Requirements

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

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1.12 WARRANTY [NOT USED]

PART 2 - PRODUCTS

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

2.2 RECORD DOCUMENTS

A. Job set

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

B. Final Record Documents

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

2.3 ACCESSORIES [NOT USED]

2.4 SOURCE QUALITY CONTROL [NOT USED]

PART 3 - EXECUTION

3.1 INSTALLERS [NOT USED]

3.2 EXAMINATION [NOT USED]

3.3 PREPARATION [NOT USED]

3.4 MAINTENANCE DOCUMENTS

A. Maintenance of Job Set

1. Immediately upon receipt of the job set, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET". The Job set shall include the Drawings and the Project Manual.

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

B. Final Project Record Documents

1. Transfer of data to Drawings and Specifications
 - a. Carefully transfer change data shown on the job set of Record Drawings and Project Manual if applicable, to the corresponding final documents, coordinating the changes as required.

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

3.5 REPAIR / RESTORATION [NOT USED]**3.6 RE-INSTALLATION [NOT USED]****3.7 FIELD [OR] SITE QUALITY CONTROL [NOT USED]****3.8 SYSTEM STARTUP [NOT USED]****3.9 ADJUSTING [NOT USED]****3.10 CLEANING [NOT USED]****3.11 CLOSEOUT ACTIVITIES [NOT USED]****3.12 PROTECTION [NOT USED]****3.13 MAINTENANCE [NOT USED]****3.14 ATTACHMENTS [NOT USED]****END OF SECTION**

Revision Log		
DATE	NAME	SUMMARY OF CHANGE

TECHNICAL SPECIFICATIONS

Contractor shall refer to the following documents for Technical Specifications, unless otherwise noted in the contract documents:

North Central Texas Council of Governments Standard Specifications for Public Works Construction – Fourth Edition, Divisions 200-800 (incorporated by reference)

North Central Texas Council of Governments Standard Specifications for Public Works Construction – Fourth Edition, Divisions 200-800 – Amendments

BID ITEM DESCRIPTIONS

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person 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) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government 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.

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 in this section is being disclosed.

Name of Officer

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. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.****5**

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](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.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: FD5C862B48E1414CB1E45B97F97424F9

Status: Sent

Subject: Please DocuSign: City Council Contract 8054 - Directional Boring

Source Envelope:

Document Pages: 192

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christa Christian

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

Christa.Christian@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Christa Christian

Location: DocuSign

10/26/2022 12:21:14 PM

Christa.Christian@cityofdenton.com

Signer Events**Signature****Timestamp**

Christa Christian

Completed

Sent: 10/26/2022 12:23:58 PM

christa.christian@cityofdenton.com

Viewed: 10/26/2022 12:24:07 PM

Senior Buyer

Signed: 10/26/2022 12:25:05 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lori Hewell



Sent: 10/26/2022 12:25:09 PM

lori.hewell@cityofdenton.com

Viewed: 10/26/2022 12:56:58 PM

Purchasing Manager

Signed: 10/26/2022 12:57:11 PM

City of Denton

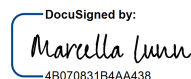
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(None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 10/26/2022 12:57:16 PM

marcella.lunn@cityofdenton.com

Viewed: 10/27/2022 10:18:53 PM

Deputy City Attorney

Signed: 10/27/2022 10:23:24 PM

City of Denton

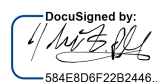
Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Johnathan Forrest Polley



Sent: 10/27/2022 10:23:30 PM

john@jandbfivepoint.com

Viewed: 10/28/2022 4:55:08 AM

Managing Memebet

Signed: 10/28/2022 7:24:07 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device


Using IP Address: 107.120.35.121

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 10/28/2022 4:55:08 AM

ID: e33340ea-a59a-41ce-ae1a-b25fdacb1bb7

Signer Events	Signature	Timestamp
Antonio Puente Antonio.Puente@cityofdenton.com DME General Manager Security Level: Email, Account Authentication (None)	DocuSigned by:  E3760944C2BF4B5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/28/2022 7:24:11 AM Viewed: 10/28/2022 7:45:39 AM Signed: 10/28/2022 7:47:29 AM

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ID: 7ef162e2-b44d-4430-9a9e-b3b8d900717f

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 10/28/2022 7:47:34 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Rosa Rios
rosa.rios@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 10/28/2022 12:31:55 AM
ID: 34047a2f-f981-4885-8806-e2f8604e83a5

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 10/26/2022 12:25:08 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Ralph Patterson Rowdy.patterson@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/27/2022 1:53:59 PM ID: 5754b4b3-c7be-45f4-af6d-855a4c0f828b	<div>COPIED</div>	Sent: 10/28/2022 7:47:34 AM Viewed: 10/28/2022 9:56:25 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/26/2022 12:23:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.