



City of Waco, Texas
Request for Bid
RFB No. 2023-023
Brazos Basin Interceptor Improvements Phase 1a
Project
(61WW001272)

Contractors must be approved through a prequalification process to submit a bid on this project.

Issue Date: May 9, 2023
Closing Date & Time: July 18, 2023, at 2:00 p.m.
Opening Date & Time: July 18, 2023 at 2:01 p.m.

RFB Opening Location: Purchasing Services Office, 1415 N. 4th Street, Waco, Texas

For Information Contact: Daryle Bullard, Purchasing Services, 254-750-6616

A Non-Mandatory Pre-Bid Meeting via Zoom Video Conference on May 18, 2023.

Zoom & Dial-In Information:

See Page 2

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com



ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

PRE BID/ PROPOSAL	
BID NUMBER:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	

BID/ PROPOSAL OPENING	
BID NUMBER:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	

- I. Schedule for Solicitation
- II. Contact with City of Waco
- III. Definitions
- IV. Requested Services / Products
- V. Prequalification Process and Review
- VI. Request for Bids – Submission and Award Procedures

Appendices

- A. Prequalification Application
 - (1) Questionnaire to Complete
- B. Solicitation Forms
 - (1) Pricing Form(s)
 - (2) Sample Bid Bond Form
- C. Contract Requirements
 - (1) Insurance & Indemnification Requirements
 - (2) Worker's Compensation
 - (3) Wage Rates
 - (4) Sales Tax Information
 - (5) House Bill 1295 Information Sheet
 - (6) Protest Procedure
 - (7) EJCDC Form of Agreement Between Owner and Contractor for Construction Contract 2007 Edition
 - (8) EJCDC Standard General Conditions of the Construction Contract – 2007 Edition
 - (9) Supplementary Conditions to the EJCDC Standard General Conditions
 - (10) Special Project Provisions
 - (11) Sample Payment and Performance Bond Requirements
- D. Forms to Complete and Return
 - (1) Submission of Bid/Proposal and Acknowledgment of Addenda
 - (2) Business Identification Form
 - (3) Application for Local Preference Consideration 271.905b
 - (4) Application for Local Preference Consideration 271.9051b
 - (5) Conflict of Interest Questionnaire (CIQ form)
 - (6) Disclosure of Relationships with City Council/Officers (City Charter)
 - (7) House Bill 89 Energy Form
 - (8) House Bill 89 Gun Form
 - (9) House Bill 89 Israel Form
 - (10) Minority/Women Owned Business
 - (11) Litigation Disclosure
 - (12) Certification Regarding Debarment
 - (13) Non-collusion Submission Affidavit
 - (14) Resident Certification
 - (15) Texas Public Information Act
 - (16) Drug Free Workplace
- E. Technical Specifications
 - (1) Texas Department of Transportation (TxDOT) Information
 - (2) 31 23 19 Dewatering
 - (3) 33 05 15 Fiberglass Manholes
 - (4) 33 31 14 Centrifugally Cast Fiberglass Reinforced Polymer Mortar Pipe for Direct Bury
 - (5) 33 34 11 Temporary Water Line



City of Waco, Texas

RFB No. 2023-023

Brazos Basin Interceptor Improvements-Phase 1a Project (61WW001272)

REGISTER INTEREST

You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-8063. You may also scan this page and email to: daryleb@wacotx.gov.

Company/Firm: _____

Name of Contact Person(s): _____

Email(s): _____

Telephone: _____ **Fax:** _____

Mailing Address: _____

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco. Notices and addenda are posted on the City's website and can be accessed at:

<http://www.waco-texas.com/purchasing-rules.asp>.

City of Waco Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com

I. Schedule for Solicitation

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

Issuance of the RFB	May 9, 2023
Pre-Submittal Conference: 2:00 P.M.	May 18, 2023
Prequalification Submittals due by 2:00 p.m.	June 2, 2023
Prequalification Submittal Review Period	June 2, 2023 to June 16, 2023
Contractors notified of Prequalification Submittal Status (pass/fail)	June 19, 2023
Review of Contractor's Fail Status (only if contractor provides a written request for said review)	June 23, 2023
Deadline for questions is 5:00 P.M.	July 7, 2023
Bids due by 2:00 p.m.	July 18, 2023
Evaluation of bid submissions starts	July 18, 2023

Tentatively, the final selection decision will be made and submitters will be notified of the award by July 2023. This schedule is subject to change by the City.

II. Contact with City of Waco

The contact person for this solicitation process is: Daryle Bullard, Purchasing Agent who can be reached at:

Email: daryle@wacotx.gov Telephone: (254) 750-6616 Fax: (254) 750-8063

Questions concerning the solicitation must be submitted to contact person **in writing** on or before date shown in the schedule above.

Via U.S. Mail:

City of Waco Purchasing Services
Attn: Daryle Bullard Purchasing Agent
P.O. Box 2570
Waco, Texas 76702-2570

Via Delivery Services/Personal Delivery :

City of Waco Purchasing Services
Attn: Daryle Bullard, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

NOTE: US Mail does NOT deliver to street address

Contact with someone other than the Purchasing Agent listed above, or his/her designated representative, at the City of Waco concerning this solicitation may be grounds for removal from consideration.

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available <https://www.waco-texas.com/bids.asp>. Interested vendors are encouraged to return the Register Interest form on the previous page.

A complete copy of this RFB, including information for bidders, bid forms, contract forms, plans, specifications, bid bond forms, performance and payment bond forms and all other contract documents related to this project are available at <https://www.waco-texas.com/bids.asp>.

III. Definitions

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) “City” means and refers to the City of Waco, Texas.
- (2) “Company” or “Firm” means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) “Bid” or “Submission” refers to a response submitted to an RFB.
- (4) “RFB” means and refers to a Request for Bid that will be awarded based on lowest responsible bid or best value to City of Waco.
- (5) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (6) “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (7) “Solicitation” means an RFB issued by the City Waco seeking products or services described in the document.
- (8) “Submitter” or “Vendor” or “Bidder” or “Contractor” means a firm that submits a response to a solicitation.
- (9) “Contract documents” includes the RFB and all of the Appendices attached to the RFB.
- (10) “Day” means a calendar day unless otherwise specifically defined.
- (11) “Project” refers to construction work that the City seeks to complete and which is named on the cover sheet. The Selected Firm will furnish all labor, materials, equipment, and other incidentals necessary for the successful completion of this construction work.

IV. REQUESTED SERVICES/PRODUCTS

A. Scope of Services / Specifications

- (1) The City of Waco has issued this solicitation for the Brazos Basin Interceptor Improvements-Phase 1a. The project generally consists of but is not limited to all labor, materials, equipment, appurtenances and incidentals as required to properly install, complete and be accepted in place approximately 4,490 linear feet of 48-inch Hobas ASTM D3262 gravity wastewater line, 30 new manholes of various size and material, approximately 520 linear feet of bore and encased line using 30-inch and 66-inch steel casing pipe for two highway crossing, temporary by-pass system, abandonment of approximately 3,420 linear feet of existing 8-inch, 12-inch, 15-inch, and 36-inch gravity wastewater lines and manholes, approximately 1,630 linear feet of 8-inch waterline, surface replacement, reconstruction of Gurley Lane from University Parks Drive to Graduate Row consisting of approximately 3,600 square yards of reinforced concrete pavement and associated storm drain improvements, and all necessary components as shown on the project drawings and as specified herein.
- (2) Detailed specifications are attached as Appendices.
- (3) A digital version of this document can be obtained from the City of Waco website at <http://www.waco-texas.com/bids.asp>.

B. Terms, Conditions, and Requirements

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

C. Duration of Service

The City of Waco is seeking to have the work that is the subject of this RFB to be completed to Substantial Completion within **550 Calendar days** from the date of the Notice to Proceed and to Final Completion within **580 Calendar days** from the date of the Notice to Proceed. In determining the number of days for completion of the work under this Contract, it is anticipated that work will not be performed on Saturdays, Sundays, or City holidays unless specifically approved by City. Since "day" is defined as a calendar day, Saturdays, Sundays, and City holidays shall be counted as days and included in calculating the Contract time. If a Contractor wants to perform work on Saturdays, Sundays, or City holidays, the Contractor shall seek approval by making a written request to City. Contractor shall be responsible for all City staff and third-party time, costs, expenses and overtime for work performed on Saturdays, Sundays, or City holidays, unless excused in writing by the City prior to the work.

D. Reservations by City:

The City of Waco reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Waco will not reimburse vendors for any costs incurred during the preparation or submittal of responses to this solicitation.

- (1) Furthermore, the City expressly reserves the right to:
 - (a) Waive any defect, irregularity, or informality in any submittal or procedure;
 - (b) Extend the solicitation closing time and date;
 - (c) Reissue this solicitation in a different form or context;
 - (d) Procure any item by other allowable means;
 - (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
 - (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.
 - (g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

V. PREQUALIFICATION PROCESS & REVIEW

A. Prequalification Application

- (1) Any General Contractor who wishes to bid on this Project is required to complete and submit the Prequalification Application (Appendix A) regardless of whether the Bidder has previously performed or prequalified for other work for the City of Waco, Texas. Bids received from any Bidder who does **not Pass** the prequalification process will be rejected and returned unopened.
- (2) Attendance at the Pre-Submittal Meeting is non-mandatory.
- (3) One (1) original and two (2) copies of the completed Prequalification Application along with two (2) electronic copies (in Microsoft Word format) on a flash drive must be received by the City of Waco on or before the date and time set out in the Schedule for Solicitation. The Microsoft Word Version of the questionnaire can be found on the City website, along with the other project documents. Submissions received after the deadline will be rejected. Contractors shall not make any revisions to the Word format questionnaire. Any revisions, adjustments or changes to the questionnaire or questions in said questionnaire may result in the contractor being rejected from bidding this project.
- (4) The Prequalification Application may contain some information that the submitter considers confidential or proprietary. As a public subdivision in the State of Texas, the City is subject to the Texas Public Information Act. Please review the Texas Public Information Act information sheet in Appendix D and follow the instructions it contains. The submitter will need to clearly label each page containing information the submitter considers confidential or proprietary. If a Public Information Request is received by the City for information the submitter labels as confidential or proprietary, the City will notify the submitter. There may be exemptions to the release of the information, but the submitter will need to present those reasons to the Texas Attorney General.
- (5) The Prequalification Application should be submitted to the address shown in Section VI. C. below. The submission should be in a sealed envelope marked on the outside with:

RFB No. 2023-023

Brazos Basin Interceptor Improvements-Phase 1a Project (61WW001272)

Prequalification Submission due:

2:00 p.m. (Central Time) on **Friday June 2, 2023**

- (6) The Prequalification Application must include the completed questionnaire plus other documents or information stated in the questionnaire.
 - (a) Among the required documents is proof that a bonding company will issue performance and payment bonds to the submitter if the contract is awarded.

The bonding company must have complied with the laws and regulations of the U.S. Department of the Treasury including Title 31 U.S.C. 9304 9308 of the United States Code (T listing.) and be included as an acceptable surety on federal bonds in The Department of Treasury's Listing of Approved Sureties (Department Circular 570).

- (b) All of the forms listed in Appendix D must be submitted with the Prequalification Application.
- (c) Failure to complete the Application and submit all required documents and information, including the forms in Appendix D, will result in a rejection of the Application.

B. Evaluation of Prequalification Submission

- (1) The Prequalification Application and related documents will be reviewed by the City and/or agents of the City.
- (2) In determining whether a contractor is qualified to perform the work associated with this Project, the following criteria will be considered on a pass/fail basis:
 - (a) Experience by the contractor in similar projects;
 - (b) Work history on similar projects that establishes that contractor can successfully complete this type of project on time and within budget without excessive claims or litigation;
 - (c) Appropriate technical expertise available during the Project, including any subcontractors as well as submitters full time employees and personnel;
 - (d) Bonding capacity and financial resources to meet all obligations incidental to the Project;
 - (e) An Acceptable safety record;
 - (f) Adequate resources/equipment to properly perform construction work for the Project; and
 - (g) A permanent place of business.
- (3) To satisfy those criteria, Contractor will need to meet the following minimum requirements:
 - (a) The Contractor shall have satisfactorily completed two (2) or more projects over The past ten (10) years meeting the following criteria:

- i. Installation of a minimum of 1500 linear feet of gravity wastewater line, equal to or greater than 30-inch diameter or larger fiberglass pipe with fiberglass Tee-Base manholes. As well as, lateral boring, and water line installation. Separate projects may be used to provide two (2) examples for each of the criteria listed in Item i above. Individual projects may be used to meet more than one of the criteria.
 - (b) The safety officer shall have at least three years of experience in projects of similar size and scope to this Project. At least two of the contractors other four key personnel listed in the Prequalification Questionnaire shall each have at least ten years of experience in the installation of a minimum of 1500 linear feet of gravity wastewater line 30-inch in diameter or larger fiberglass pipe with fiberglass Tee-Base manholes. As well as, lateral boring, and water line installation. At least one project must have been completed with the Bidding Organization. The Contractor and Project Superintendent shall demonstrate a satisfactory safety history; and
 - (c) The Contractor submitting the Application (whether a sole proprietorship, corporation, partnership, etc.) shall have been doing business as the legal entity named in the Application for at least three years.
- (4) The City reserves the right to request additional information to complete its evaluation.
- (5) Each contractor submitting a Prequalification Application will be notified individually of its prequalification status (Pass or Fail) by the City of Waco after all Requests for Prequalification have been reviewed pursuant to the solicitation schedule.
 - (a) A contractor receiving notice of passing may submit a bid as described in Section VI below.
- (6) A contractor receiving notice that it failed the prequalification evaluation may request review of that determination. If the contractor does not seek review as provided herein, the determination shall be considered final.
 - (a) A written statement requesting review must be delivered to the Purchasing Agent identified as the contact on this Project at the address shown for the Purchasing Agent within three (3) business days of the notification that the contractor failed prequalification evaluation.
 - (b) The written statement must clearly set out why the contractor believes the contractor passes the prequalification criteria for the Project and why the prior determination is incorrect.
 - (c) The Purchasing Agent will present the written statement to the City staff and/or agents who reviewed the Prequalification Application. If the City staff and/or agents affirm their prior decision that the contractor did not pass the prequalification

criteria, the request for review will be presented to a Review Officer designated by the City Manager.

(d) The Review Officer shall review the Prequalification Application and all Submitted documents. The Review Officer may request a meeting with the contractor, but is not required to have such a meeting. As soon as possible after receiving the matter for review, the Review Officer shall issue a written statement either (i) affirming the prior determination that the contractor did not pass the prequalification criteria or (ii) determining that the contractor may submit a bid for consideration described in Section VI below.

(e) If the Reviewing Officer determines that the contractor does not pass the prequalification criteria then that determination shall be considered a final determination.

C. That a contractor passes the prequalification criteria does not deprive the City of Waco of the right to reject a bid from said contractor if said bid is improper or other circumstances, information or developments have, in the opinion of the City of Waco, changed the evaluation of the contractors' qualifications.

V. REQUEST FOR BIDS – SUBMISSION AND AWARD PROCEDURES

A. Requirements

- (1) Qualified vendors should submit one (1) original and two (2) copies of the Pricing Forms plus (1) PDF version on a Flash Drive for the services/products sought by this solicitation and complete all of the required forms by the stated deadline.
- (2) Pricing Forms and Submission/Bid Security
 - (a) Pricing Forms.
 1. Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications and the other RFB requirements.
 2. Pricing is to be submitted on units of quantity specified on the Pricing Form with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB.
 3. All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.
 - (b) Security – Bid Bond. (**Applies only to Construction work**)
 1. Each submission must be accompanied by a **certified check** of the submitter, or a **bid bond** executed by the submitter as principal and having as surety thereon a surety company approved by the City in the amount of 5% of the submission. The Surety's Power of Attorney must accompany the bid bond. The bid bond and surety's Power of Attorney must both carry the same date which is no earlier than three (3) days prior to the scheduled bid opening date.
 2. Checks will be returned to all except the three lowest bidders within three days after the opening of bids. The remaining checks will be returned promptly after the City and the selected bidder have executed the contract.
 3. If no award has been made within ninety (90) days after the date of the opening of bids, a bidder may demand that the security submitted be returned so long as said bidder has not been notified of the acceptance of his bid.
 4. If the selected bidder refuses or fails to execute and deliver the contract and bonds (payment and/or performance) required within 10 days after receiving notice of the acceptance of his bid, the bid security shall forfeit to the City as liquidated damages for such failure or refusal.
 5. A Bid Bond form can be found in the Appendices.

(c) Equipment Submittals

1. Each submission should be accompanied by a complete equipment submittal for the equipment bidder proposes to use for the project.
2. Refer to project specification and drawings for submittal requirements.

B. Completeness of Submission

- (1) Vendors are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.
- (2) The vendor must attach all required forms with each submission copy. Forms must be signed by a representative of the vendor authorized to bind the vendor contractually. The vendor must include a statement identifying any exceptions to this RFB or declare that there are no exceptions taken to the RFB.

C. Bid Response Date and Location

Bids must be received at the office of Purchasing Department by 2:00 p.m. (Central Time) on July 18, 2023.

Interested parties may submit their bids **Via Delivery Services or Personal Delivery** to:

City of Waco Purchasing Services
Attn: Daryle Bullard, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

Interested parties may also submit their bids through **U.S. Mail** delivered to:

City of Waco Purchasing Services
Attn: Daryle Bullard, Purchasing Agent
P.O. Box 2570
Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of the bid due date for U.S. Mail delivery. If the Purchasing Office has not received the bids by the stated deadline, the bid will be returned unopened.

All submittals shall be sent to the attention of the Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

**“RFB 2023-023,
“Brazos Basin Interceptor Improvements-Phase 1a Project”
(61WW001272)”**

Bid Opening: 2:01 p.m. (Central Time) on July 18, 2023.

Vendors accept all risk of late delivery bids regardless of instance or fault. A bid received after the submission deadline will not be considered and will be returned unopened to the submitter. Vendors accept all risks of delivery.

The City will NOT accept a response submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

D. Modification to or Withdrawal of Submission

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification **WITHOUT** revealing the bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.
- (2) The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.
- (3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the closing time of the bid, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the vendor who can provide proof of his authority to act for the vendor. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the vendor may submit a new sealed bid provided the new bid is received prior to the closing date and time deadline stated on the cover page and in the Schedule for the Solicitation. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

E. Submission Validity Period

A submission responding to this RFB signifies the vendor's agreement that the submission, and the content thereof, are **valid for ninety (90)** days following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful vendor.

F. Vendor's Cost to Develop Submission

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the vendor and shall not be reimbursed in any manner by the City.

G. Method of Award and Evaluation of Factors [x in box shows applicable]

(1) For this solicitation, the City will award the contract to the:

☒ Lowest responsible bidder

☐ Bidder who provides goods or services at the best value for the City.

(2) Lowest Responsible Bidder:

(a) The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract.

(b) If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will then compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (i) reject all bids or (ii) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds.

(3) Best Value:

(a) In determining best value for the City, the City may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the municipality's needs;
5. the bidder's past relationship with the municipality;
6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;

7. the total long-term cost to the municipality to acquire the bidder's good or services; and
- (b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Waco reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.
- (4) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders.

H. Contact Award and Execution

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed \$50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

APPENDIX A

Questionnaire to Complete

GENERAL CONTRACTOR PREQUALIFICATION APPLICATION
--

Request is hereby made to prequalify to bid on the RFB No. 2023-023
Brazos Basin Interceptor Improvements-Phase 1a (61WW001272)

Company Name:	
By:	
Title:	
Telephone Number:	
E-Mail:	
Date:	

This form shall be submitted In BOTH PAPER AND ELECTRONIC FORMAT to:

CITY OF WACO
PURCHASING SERVICES
ATTN: DARYLE BULLARD
1415 N. 4TH STREET
WACO, TEXAS 76702

SUMMARY OF ATTACHMENTS TO BE PROVIDED

- A. Firm history
- B. Individuals that visited site or assisted in preparation of prequalification package
- C. Resumes and experience of key personnel
- D. Organizational chart
- E. Description of work to be completed by bidding organization
- F. Major subcontractors
- G. Construction projects currently under construction
- H. Bidding Organization's similar projects
Project Manager similar projects
Project Superintendent similar projects
- I. Safety program
- J. Lost day accident report

A. GENERAL

1. Organization Doing Business As:	
Business Address:	
Telephone Number:	
E-mail:	
Indicate as Applicable:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship
Principal Office Location:	
Address:	
Contact Person:	
Telephone No.	
E-mail:	
2. If a CORPORATION:	
Date of Incorporation:	
State of Incorporation:	
Chief Executive Officer's Name:	
President's Name:	
Vice President's Name(s):	
Secretary's Name:	
Treasurer's Name:	
3. If a PARTNERSHIP:	
Date of organization:	

State whether partnership is general or limited:	
Name and address of each partner:	
4. If a SOLE PROPRIETORSHIP:	
Name and business address:	

5. Provide a brief history of the organization and attach to this form. Labeled as “Attachment A” . This attachment should include, at a minimum:	
<ul style="list-style-type: none"> ▪ Parent company name, if applicable ▪ Other names Bidding Organization is currently using, or has used in the past ▪ Years of experience in the industry 	
6. Name and title of individuals from your organization who have visited the site of the work, reviewed the Prequalification package, assisted in preparation of the Prequalification package (other than typing). At a minimum, the following individuals shall be named: Authorized Signatory, Estimator, and Project Manager. If necessary, attach a separate sheet, labeled as “Attachment B” .	
7. Is your organization legally qualified to do business in Texas?	
8. How many persons are employed full-time by your company?	

B. EXPERIENCE & EQUIPMENT

1. Key Personnel Experience:

Provide qualifications of the project personnel who will perform key functions. Label as “**Attachment C**”. Minimum information to be contained on the resume* of each individual, if applicable, shall include: years with Bidding Organization, total years of related technical experience, managerial experience, education, position occupied on each assignment, description of duties on each assignment, professional registration and certification, professional societies and affiliations and number of years of related experience with the organization. The following positions on your project team shall be identified at this time and shall be binding throughout the duration of the project unless otherwise approved by the City of Waco.

KEY PROJECT PERSONNEL – GENERAL CONTRACTOR

Principal-in-Charge

Dedicated Project Manager (committed to, and performing, the work)

Project Superintendent (Site Superintendent)

Safety Officer

(*Resumes shall include (1) where person was employed for the last ten years, (2) detailed projects and experience for the last three years, and (3) any information/experience noted in **Section V (“Prequalification Process and Review”)** of the Request for Bids)

<u>2. Organizational Experience</u>	
a) How many years has your organization been in business as a construction company under your present business name?	
b) List any other names your organization has, does or anticipates operating under, including the names of related companies presently doing business:	
c) How many years of experience in the proposed type and size of construction work has your organization had?	
1) As a General Contractor:	
2) As a Joint Venture Partner:	

3) As a Subcontractor:	
d) Provide a brief description of the structure of your organization with a block schematic diagram (i.e., organizational chart). Include titles and names of key personnel. Label as “Attachment D” .	
e) In the past ten years, has any officer or partner of your organization been an officer or partner of some other organization that failed to complete a construction contract? (Include the specific year(s) of the occurrence(s) in your answer.)	
If so, state name of individual, current title, other organization and provide details:	
f) In the past ten years, has any officer or partner of your organization failed to complete a construction contract for which he was Principal-in-Charge, Project Manager or Project Superintendent? (Include the specific year(s) of the occurrence(s) in your answer.)	
If so, state name of individual, current title and provide details:	
g) In the past ten years, has your organization failed to complete any work awarded to it? (Include the specific year(s) of the occurrence(s) in your answer.)	
If so, provide details:	

h) In the past 10 years, has your organization been released from a bid? (Include the specific year(s) of the occurrence(s) in your answer.)	
If so, list the name of the project, owner's name, address, phone number and state the reasons for each occurrence:	
i) Is your organization currently engaged in litigation with respect to any claim regarding contract performance?	
If so, provide details:	
j) In the past ten years, has your organization been assessed liquidated damages? (Include the specific year(s) of the occurrence(s) in your answer.)	
If so, provide details, including the project name, contact name, phone number and owner's name, address and phone number:	

k) In the past ten years, has your organization had a contract terminated for cause? (Include the specific year(s) of the occurrence(s) in your answer.)	
If so, provide details,	
l) In regard to questions e) through k); have any of these occurred with the City of Waco? If so, provide details about the project; circumstances in which this occurred; and the final outcome or resolution.	
m) What percentage of this project do you, as the general contractor, anticipate performing?	
n) Provide a description of the Work that will be completed by your organization's work force for this project. If additional space is needed, label it "Attachment E" .	

<p>o) Provide a listing of “Major” subcontractors that your company proposes to utilize for the requested project. Include their company name, contact information, brief description of proposed services, key staff, years in business, and at least three projects with similar work and complexity. “Major” subcontractor is defined as any contractor performing: 1) electrical, 2) site work. (If additional space is required, include as “Attachment F”.)</p>	
<p>p) What construction projects does your organization currently have under contract? Provide the name and location of each project, name of owner and their construction manager, description of project, the anticipated completion date, contract amount and list of current disputes and/or claims. (If additional space is required, include as “Attachment G”).</p>	
<p>In what other business(es) does your organization actively participate?</p>	

- q) Major Scopes of Work: The information for all referenced projects in this section shall contain at a minimum the following information:
- Name of Project
 - Location of Project
 - Reference Project Contact including name, address, telephone number, and email of the Owner.
 - Name of Construction Manager
 - Project Cost
 - Description of Project demonstrating similar size and complexity as this project.

Note: Listing contact names, addresses, phone numbers, etc., indicates your organization has no objection to these persons and/or organizations being contacted for verification and/or additional information.

List at least two (2) successful gravity wastewater line projects (equal to or greater than 30-inch diameter fiberglass pipe with fiberglass Tee-Base manholes and each at least 1500 linear feet in length), as well as, lateral boring, and water line installation, that the **Bidding Organization** has completed during the last 10 years. and include any information noted in Section V (“**Prequalification Process and Review**”) of the Request for Bids. For all applicable projects provide bid completion time; actual completion time; contract price; and general description of change orders and claims. Fully describe each project. Label as “**Attachment H**”.

List two (2) successful gravity wastewater line projects (equal to or greater than 30-inch diameter fiberglass pipe with fiberglass Tee-Base manholes and each at least 1500 linear feet in length) as well as, lateral boring, and water line installation, that the **Project Manager** has completed within the past 10 years. At least one project must have been completed with the Bidding Organization.

List two (2) successful gravity wastewater line projects (equal to or greater than 30-inch diameter fiberglass pipe with fiberglass Tee-Base manholes and each at least 1500 linear feet in length) As well as, lateral boring, and water line installation, that the **Site Superintendent** has completed within the past 10 years. At least one project must have been completed with the Bidding Organization.

<u>3. Equipment</u>	
a) List the major types of construction equipment your organization would propose to use on the proposed work:	

<p>b) Which of these items of equipment does your organization own, and state whether or not this equipment will be available when needed for the proposed work?</p>	
<p>c) List the major items of equipment which your organization would typically lease:</p>	

C. CONTRACTOR'S FINANCIAL STATUS

Attach documentation showing that a bonding company will issue performance and payment bonds to the submitter if the contract is awarded. The bonding company must meet the following standards: complied with the laws and regulations of the U.S. Department of the Treasury under Title 31 U.S.C. 9304-9308 of the United States Code ("T-listing") and be included as an acceptable surety on federal bonds in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

1. What is your organization's approximate total bonding capacity?	
Approximately what percentage is currently committed to other work?	
2. What is the name, address, and telephone number of your organization's primary bonding company?	
3. Does your organization intend to use this company as Surety?	
If not, who does your organization intend to use? Provide Surety's name, address and telephone number.	

D. SAFETY RECORD

1. Describe the permanent safety program maintained within your organization. (Provide your organization's prepared safety statement, program or policy, if available, and label it as "Attachment I").	
2. What is the approximate total dollar value of OSHA safety violation citations charged against your organization over the past five years?	
3. Provide specific details for each OSHA citation received within the past five years.	
4. Include a lost day accident report over the last three years for the job site project manager listed in Section B. (If additional space is required, include as "Attachment J").	

E. AFFIDAVITS

AT LEAST ONE OF THE FOLLOWING THREE AFFIDAVITS MUST BE EXECUTED. ANY AFFIDAVIT THAT IS NOT APPLICABLE TO YOUR ORGANIZATION SHOULD BE LEFT BLANK.

F. INSURANCE

Insurance and Indemnification requirements are listed in Appendix C for this Request for Bids. By checking the box below, you certify that you will meet the minimum insurance requirements listed in Appendix C and that, if awarded the contract for the

North Interceptor Wastewater Improvements-Phase 1, you will provide your Certificate of Insurance to the City of Waco and fulfill all other insurance requirements listed in Appendix C.

☐ I certify the above statement.

PREQUALIFICATION APPLICATION:
AFFIDAVIT FOR CORPORATION (1)

State of _____ §

§

County of _____ §

_____, being duly sworn deposes and states:

That he/she is _____ of the _____, the corporation submitting the foregoing statement of experience and financial condition; that he/she has read the same; and that the same is true and correct.

Signature

Signed and sworn to before me this _____ day of, 20_____

Notary Public

My commission expires: _____

Note: Use full corporate name and attach corporate seal.

PREQUALIFICATION APPLICATION:
AFFIDAVIT FOR PARTNERSHIP (2)

State of _____ §

§

County of _____ §

_____, being duly sworn deposes and states:

That he/she is _____ of the _____, the partnership submitting the foregoing statement of experience and financial condition; that he/she has read same; and that same is true and correct.

Signature

Signed and sworn to before me this _____ day of, 20____

Notary Public

My commission expires:_____

Note: Use full corporate name and attach corporate seal.

PREQUALIFICATION APPLICATION:
AFFIDAVIT FOR SOLE PROPRIETORSHIP (3)

State of _____ §

§

County of _____ §

_____, being duly sworn and deposes and states:

That he/she the person submitting the forgoing statement of experience and financial condition; that he/she has read same; and that same is true and correct.

Signature

Signed and sworn to before me this _____ day of, 20_____

Notary Public

My commission expires:_____

APPENDIX B

Solicitation Forms

- (1) Pricing Form(s)
- (2) Sample Bid Bond Form

**CITY OF WACO
OFFICIAL BID SHEET
BID INVITATION NO: RFB 2023-023
Brazos Basin Interceptor Improvements-Phase 1a Project
(61WW001272)**

DATE: _____

BIDDER: _____

AUTHORIZED
SIGNATURE: _____

- I. Refer to "Standard Instructions for all Bids" before completing Bid Sheet.
 - a. Price: quote your best price, F.O.B. Destination, on each item.
- II. In submitting this bid, I certify:
 - a. Items bid are in exact accordance with specifications, unless noted in bid.
 - b. That prices in this bid have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition.
- II. Bidder may offer an early payment discount by filling in the blanks in section below. City may accept an early payment discount, but in doing so, City does not waive any of its rights under Texas Government Code Section 2251 (Prompt Payment Act).
- III. Payment is due thirty (30) DAYS after acceptance of order and receipt of an original invoice, but a _____ percent early payment discount is offered for full payment made within ____ () DAYS after acceptance of order and receipt of an original invoice.

COMPLETED FORM MUST BE RETURNED WITH BID

Bid Form For RFB 2023-023
Brazos Basin Interceptor-Phase 1a - Gurley Lane Street & Drainage Improvements

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
<u>BASE BID</u>					
<u>GENERAL CONDITIONS</u>					
1.01	MOBILIZATION	1	LS		
1.02	PREPARE RIGHT-OF-WAY	1	LS		
1.03	TRENCH SAFETY PLAN	1	LS		
1.04	CONFINED SPACE PLAN	1	LS		
1.05	CONFINED SPACE IMPLEMENTATION	1	LS		
1.06	TRAFFIC CONTROL PLAN	1	LS		
1.07	TRAFFIC CONTROL PLAN IMPLEMENTATION	1	LS		
1.08	STORMWATER POLLUTION PREVENTION PLAN	1	LS		
1.09	STORMWATER POLLUTION PREVENTION PLAN IMPLEMENTATION	1	LS		
1.10	BUILDING WACO SIGN	4	EA		
1.11	UTILITY RELOCATION ALLOWANCE	1	LS	\$ 80,000.00	\$ 80,000.00
1.12	STREET AND DRAINAGE ALLOWANCE	1	LS	\$ 25,000.00	\$ 25,000.00

WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

2.01	48" HOBAS ASTM D3262 SN 72 INCLUDING EXCAVATION AND ALL BACKFILL (OFF-STREET TRENCH ALL DEPTHS)	1,763	LF		
2.02	48" HOBAS ASTM D3262 SN 72 INCLUDING EXCAVATION AND ALL BACKFILL (STREET TRENCH ALL DEPTHS)	2,567	LF		
2.03	BORE AND ENCASE WITH 66" STEEL CASING PIPE (MIN. 1/2" WALL THICKNESS)	160	LF		
2.04	48" HOBAS ASTM D3262 SN 72 INSTALLED IN 66" STEEL CASING PIPE	160	LF		
2.05	6" SDR-26 PVC ASTM-2241 INCLUDING EXCAVATION & ALL BACKFILL (STREET TRENCH ALL DEPTHS)	92	LF		
2.06	8" SDR-26 PVC ASTM-2241 INCLUDING EXCAVATION & ALL BACKFILL (STREET TRENCH ALL DEPTHS)	30	LF		
2.07	10" SDR-26 PVC ASTM-2241 INCLUDING EXCAVATION & ALL BACKFILL (STREET TRENCH ALL DEPTHS)	5	LF		
2.08	15" SDR-26 PVC ASTM-3034 INCLUDING EXCAVATION AND ALL BACKFILL (OFF-STREET TRENCH ALL DEPTHS)	12	LF		
2.09	15" SDR-26 PVC ASTM-3034 INCLUDING EXCAVATION AND ALL BACKFILL (STREET TRENCH ALL DEPTHS)	88	LF		
2.10	BORE AND ENCASE WITH 30" STEEL CASING PIPE (MIN. 1/2" WALL THICKNESS)	360	LF		
2.11	15" SDR-26 PVC ASTM-3034 INSTALLED IN 30" STEEL ENCASEMENT PIPE	360	LF		

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
2.12	CONNECT EXISTING 6" WASTEWATER LINE TO PROPOSED WASTEWATER MANHOLE	5	EA		
2.13	CONNECT EXISTING 8" WASTEWATER LINE TO PROPOSED WASTEWATER MANHOLE	3	EA		
2.14	CONNECT EXISTING 10" WASTEWATER LINE TO PROPOSED WASTEWATER MANHOLE	1	EA		
2.15	CONNECT EXISTING 12" WASTEWATER LINE TO PROPOSED WASTEWATER MANHOLE	1	EA		
2.16	CONNECT EXISTING 24" WASTEWATER LINE TO PROPOSED WASTEWATER MANHOLE	1	EA		
2.17	CONNECT EXISTING 36" WASTEWATER LINE TO PROPOSED WASTEWATER MANHOLE	1	EA		
2.18	CONNECT EXISTING 54" WASTEWATER LINE TO PROPOSED WASTEWATER MANHOLE	2	EA		
2.19	REMOVE EXISTING SANITARY SEWER MANHOLE AND DISPOSE OF PROPERLY OFFSITE	11	EA		
2.20	REMOVE EXISTING POLYMER CONCRETE SANITARY SEWER MANHOLE, SALVAGE AND PROVIDE TO CITY OF WACO	4	EA		
2.21	ABANDON EXISTING SANITARY SEWER MANHOLE IN PLACE	9	EA		
2.22	REMOVE EXISTING 8" WASTEWATER LINE AND DISPOSE OF PROPERLY OFFSITE	107	LF		
2.23	REMOVE EXISTING 24" WASTEWATER LINE AND DISPOSE OF PROPERLY OFFSITE	885	LF		
2.24	REMOVE EXISTING 36" WASTEWATER LINE AND DISPOSE OF PROPERLY OFFSITE	1,491	LF		
2.25	REMOVE EXISTING 36" WASTEWATER LINE, SALVAGE AND PROVIDE TO CITY OF WACO	45	LF		
2.26	REMOVE EXISTING 48" WASTEWATER LINE, SALVAGE AND PROVIDE TO CITY OF WACO	110	LF		
2.27	REMOVE EXISTING 54" WASTEWATER LINE, SALVAGE AND PROVIDE TO CITY OF WACO	30	LF		
2.28	PLUG EXISTING 6" OR 8" WASTEWATER LINE	2	EA		
2.29	PLUG EXISTING 10" OR 12" WASTEWATER LINE	1	EA		
2.30	PLUG EXISTING 24" WASTEWATER LINE	2	EA		
2.31	PLUG EXISTING 54" WASTEWATER LINE	1	EA		
2.32	ABANDON EXISTING 8" WASTEWATER LINE IN PLACE BY FILLING COMPLETELY WITH FLOWABLE FILL	320	LF		
2.33	ABANDON EXISTING 10" OR 12" WASTEWATER LINE IN PLACE BY FILLING COMPLETELY WITH FLOWABLE FILL	35	LF		
2.34	ABANDON EXISTING 15" OR 18" WASTEWATER LINE IN PLACE BY FILLING COMPLETELY WITH FLOWABLE FILL	830	LF		
2.35	ABANDON EXISTING 36" WASTEWATER LINE IN PLACE BY FILLING COMPLETELY WITH FLOWABLE FILL	2,235	LF		
2.36	MANHOLE NO. 1: 96" POLYMER CONCRETE MANHOLE WITH 72" DIA. RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING WATERTIGHT RING AND COVER) WITH 48" DROP STRUCTURE	1	EA		

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
2.37	MANHOLE NO. 2: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.38	MANHOLE NO. 3: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.39	MANHOLE NO. 4: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.40	MANHOLE NO. 5: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.41	MANHOLE NO. 6: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.42	MANHOLE NO. 7: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.43	MANHOLE NO. 29: 84" DIA. POLYMER CONCRETE MANHOLE WITH 72" DIA RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.44	MANHOLE NO. 8: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.45	MANHOLE NO. 9: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER & ECCENTRIC CONE, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.46	MANHOLE NO. 10: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER & ECCENTRIC CONE, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.47	MANHOLE NO. 11: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER & ECCENTRIC CONE, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.48	MANHOLE NO. 12: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER & ECCENTRIC CONE, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.49	MANHOLE NO. 13: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.50	MANHOLE NO. 14: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
2.51	MANHOLE NO. 27: 48" DIA. CONCRETE MANHOLE WITH DOG HOUSE OPENING, ALL DEPTHS, COMPLETE IN PLACE (INCCLUDING RING AND COVER)	1	EA		
2.52	MANHOLE NO. 15: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.53	MANHOLE NO. 16: 48" X 48" X 48" TEE BASE MANHOLE WITH 72" DIA. FRP RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.54	MANHOLE NO. 28: 48" DIA. CONCRETE MANHOLE WITH DOG HOUSE OPENING, AL. DPETHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.55	MANHOLE NO. 17: 96" DIA. POLYMER CONCRETE MANHOLE WITH 72" DIA. RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.56	MANHOLE NO. 18: 96" DIA. POLYMER CONCRETE MANHOLE WITH 72" DIA. RISER, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING WATERTIGHT RING AND COVER)	1	EA		
2.57	MANHOLE NO. 19: 48" DIA. CONCRETE MANHOLE WITH DOGHOUSE OPENINGS, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.58	MANHOLE NO. 20: 48" DIA. CONCRETE MANHOLE WITH INVERT, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.59	MANHOLE NO. 21: 48" DIA. CONCRETE MANHOLE WITH INVERT, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING RING AND COVER)	1	EA		
2.60	MANHOLE NO. 22: 48" DIA. CONCRETE MANHOLE WITH INVERT, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING WATERTIGHT RING AND COVER)	1	EA		
2.61	MANHOLE NO. 23: 48" DIA. CONCRETE MANHOLE WITH INVERT, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING WATERTIGHT RING AND COVER)	1	EA		
2.62	MANHOLE NO. 24: 48" DIA. CONCRETE MANHOLE WITH INVERT, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING WATERTIGHT RING AND COVER)	1	EA		
2.63	MANHOLE NO. 25: 48" DIA. CONCRETE MANHOLE WITH INVERT, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING WATERTIGHT RING AND COVER)	1	EA		
2.64	MANHOLE NO. 26: 48" DIA. CONCRETE MANHOLE WITH INVERT, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING WATERTIGHT RING AND COVER)	1	EA		
2.65	MANHOLE 30: 60" DIA. CONCRETE MANHOLE WITH DOGHOUSE OPENINGS, ALL DEPTHS, COMPLETE IN PLACE (INCLUDING WATERTIGHT RING AND COVER IN FLAT TOP SLAB 2-3 FEET BELOW GRADE); TO BE ABANDONED IN PLACE AT THE END OF PROJECT	1	EA		

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
2.66	8" EXTERNAL DROP FIXTURE	1	EA		
2.67	36" EXTERNAL DROP FIXTURE	1	EA		
2.68	48" EXTERNAL DROP FIXTURE	1	EA		
2.69	4" (MIN.) SANITARY SEWER SERVICE (DEEP) WITH 2-WAY CLEANOUT AND CONNECT TO PRIVATE SERVICE	7	EA		
2.70	CONNECT EXISTING 4" WASTEWATER SERVICE LINES TO PROPOSED MANHOLE	7	EA		
2.71	VIDEO NEW WW LINE	5,129	LF		
2.72	WATER STOP	10	EA		
2.73	10'X10' CONCRETE MANHOLE SLAB	8	EA		
2.74	6' 12 GAUGE GALVANIZED STEEL U-CHANNEL POST WITH 3/8-INCH DIAMETER HOLES AT 1-INCH SPACING	10	EA		
2.75	BERMUDA SEEDING	1,601	LF		
2.76	FERTILIZER	8	TON		
2.77	VEGETATIVE WATERING	1,050,000	GAL		
2.78	REMOVE EXISTING FENCE AND REPLACE WITH NEW FENCE	200	LF		
2.79	REMOVE EXISTING GATE AND REPLACE WITH NEW GATE	1	EA		
2.80	TRENCH SAFETY IMPLEMENTATION	4,651	LF		
2.81	SOD (MATCHING EXISTING TYPE)	270	SY		
2.82	SANITARY SEWER FLOW CONTROL / TEMPORARY BY-PASS SYSTEM INCLUDING ALL MATERIALS, LABOR, AND EQUIPMENT TO FULLY BYPASS WASTEWATER FLOWS TO ACCOMMODATE CONSTRUCTION OF THE NEW WASTEWATER LINES, NEW MANHOLES AND CONNECTIONS TO THE EXSTING WASTEWATER LINES	1	LS		
2.83	ALL MATERIALS, LABOR AND EQUIPMENT TO REMOVE & RELOCATE EXISTING WASTEWATER FLOW METER FROM EXISTING MANHOLE ON SHEET C103 TO MANHOLE NO. 2 ON SHEET C100. INCLUDES ALL COMPONENTS NEEDED TO OPERATE THE METER INCLUDING BUT NOT LIMITED TO 12-FOOT TELEPHONE POLE, SOLAR PANEL, TELEDYNE ISCO SIGNATURE FLOW METER, TELEDYNE ISCO 360 LASER FLOW SENSOR, CELL PHONE SERVICE, ALUMINIMUM STORAGE BOX FOR FLOWMETER/CABLES, MANHOLE BRACKET FOR THE LASER SENSOR, INSTALLED, OPERATING, COMPLETE AND ACCEPTED IN PLACE WITH FOUR (4) NEW BOLLARDS INSTALLED FOR PROTECTION	1	LS		
2.84	ADDITIONAL FOUNDATION COURSE OF CRUSHED STONE AT BOTTOM OF TRENCH SECTION PER SHEET WP 100 ONLY TO BE USED AS DIRECTED BY THE CITY OF WACO	4,462	LF		

WATER DISTRIBUTION SYSTEM IMPROVEMENTS

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
3.01	CUT AND PLUG EXISTING 6" WATERLINE	3	EA		
3.02	CUT AND PLUG EXISTING 8" WATERLINE	5	EA		
3.03	8" C-900 PVC (ALL DEPTHS) INCLUDING EXCAVATION & ALL BACKFILL (STREET TRENCH)	1,631	LF		
3.04	16" X 8" TEE, DI, MJ	1	EA		
3.05	8" X 8" TEE, DI, MJ	6	EA		
3.06	8" X 6" REDUCER, DI, MJ	2	EA		
3.07	6" X 6" TEE, DI, MJ	1	EA		
3.08	6" DI PLUG	2	EA		
3.09	8" DI, MJ, 11.25° BEND	4	EA		
3.10	8" DI, MJ, 45° BEND	40	EA		
3.11	8" GATE VALVE	13	EA		
3.12	CONNECT TO EXISTING 6" WATERLINE	1	EA		
3.13	CONNECT TO EXISTING 8" WATERLINE	5	EA		
3.14	ABANDON EXISTING 6" WATER LINE IN PLACE BY FILLING COMPLETELY WITH FLOWABLE FILL	1,245	LF		
3.15	REMOVE EXISTING 8" WATER LINE AND DISPOSE OF PROPERLY OFFSITE	470	LF		
3.16	FIRE HYDRANT SETTING	3	EA		
3.17	2" WATER SERVICE LINE WITH 2-1" WATER METERS AND CONNECT TO PRIVATE SERVICE (BULLHEAD CONNECTION)	2	EA		
3.18	1" WATER (LONG) SERVICE AND CONNECT TO PRIVATE SERVICE	1	EA		
3.19	BERMUDA SEEDING	25	LF		
3.20	FERTILIZER	1	TON		
3.21	VEGETATIVE WATERING	150,000	GAL		
3.22	REMOVE EXISTING FENCE AND REPLACE WITH NEW FENCE	15	LF		
3.23	ALL MATERIALS, LABOR, EQUIPMENT AND MAINTENANCE FOR THE COMPLETE INSTALLATION AND REMOVAL OF TEMPORARY WATERLINE AS REQUIRED TO PROVIDE CONTINUOUS WATER SERVICE TO PROPERTIES AS SHOWN ON THE DRAWINGS	1	LS		
3.24	TRENCH SAFETY IMPLEMENTATION	1,631	LF		
<u>ROADWAY IMPROVEMENTS</u>					
4.01	REMOVE EXISTING HMAC PAVEMENT SECTION	7,971	SY		
4.02	2-INCH HMAC D-GR HMA(SQ) TY-D (TXDOT ITEM 340) (110 LBS/SY-IN)	491	TON		
4.03	5-INCH HMAC D-GR HMA(SQ) TY-B (TXDOT ITEM 340) (110 LBS/SY-IN)	1,143	TON		
4.04	UNCLASSIFIED STREET EXCAVATION	2,660	CY		
4.05	EMBANKMENT	121	CY		

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
4.06	8-INCH LIME STABILIZED SUBGRADE	4,933	SY		
4.07	HYDRATED LIME	100	TON		
4.08	6-INCH REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT	3,588	SY		
4.09	CONCRETE STREET CURB WITH KEYWAY	1,939	LF		
4.10	MOUNTABLE CURB	326	LF		
4.11	CONCRETE DRIVE APPROACH AND DRIVE SLAB	2,564	SF		
4.12	4-INCH TOPSOIL	2,285	SY		
4.13	SOD (MATCH EXISTING)	2,285	SY		
4.14	REMOVE EXISTING MAILBOX AS NECESSARY AND PROVIDE TEMPORARY MAILBOX; REINSTALL MAILBOX TO EXISTING CONDITION AT CONCLUSION OF WORK	1	EA		
4.15	REMOVE EXISTING SIGN AND REPLACE WITH NEW SIGN	1	EA		
4.16	NEW SMALL ROADSIDE SIGN	6	EA		
4.17	ADJUST MANHOLE COVER TO GRADE AND INSTALL CONCRETE REINFORCING PER DETAIL ST-10	7	EA		
4.18	ADJUST WATER VALVE TO GRADE AND INSTALL CONCRETE REINFORCING PER DETAIL ST-10	7	EA		
4.19	FERTILIZER	3	TON		
4.20	VEGETATIVE WATERING	450,000	GAL		

DRAINAGE IMPROVEMENTS

5.01	18-INCH RC PIPE (CL III) (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	60	LF		
5.02	24-INCH RC PIPE (CL III) (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	334	LF		
5.03	30-INCH RC PIPE (CL III) (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	212	LF		
5.04	4'X3' REINFORCED CONCRETE BOX (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	322	LF		
5.05	10' STANDARD RECESSED INLET	8	EA		
5.06	15' STANDARD RECESSED INLET	2	EA		
5.07	STANDARD STORM SEWER MANHOLE	5	EA		
5.08	24-INCH RC PIPE CAP	1	EA		
5.09	TRENCH SAFETY PLAN IMPLEMENTATION	928	LF		

TOTAL BASE BID:

TOTAL AMOUNT OF MATERIALS

TOTAL AMOUNT OF LABOR & EQUIPMENT

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
TOTAL AMOUNT OF BASE BID					

I WILL USE THE FOLLOWING SUBCONTRACTORS FOR THIS WORK:

SUBCONTRACTOR

TYPE OF WORK

FIRM NAME: _____

BY (SIGNED): _____

TITLE: _____

ADDRESS: _____

Contractor acknowledges and agrees that the official TOTAL AMOUNT OF BID is determined by multiplying the unit bid prices by the respective estimated quantities shown in this bid form and then totaling all of the extended amounts. Extended amounts **SHOULD NOT** be rounded up or down. All dollar amounts should be either written legibly or typed. Any mistakes should be rewritten and initialed by the Contractor.

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
-------------	-------------	--------------	---------------	---------------	----------------

Bid Form For RFB 2023-023
Brazos Basin Interceptor-Phase 1a - Gurley Lane Street & Drainage Improvements

Item No.	Description	Est. Qty.	Unit Meas.	Unit Price	Item Amount
<u>ADDITIVE/DEDUCTIVE ALTERNATE BID</u>					
<u>6.00 WASTEWATER PIPE MATERIAL</u>					
6.01	SUBSTITUTE 48" 115 PS PVC ASTM F-679 INCLUDING EXCAVATION AND ALL BACKFILL (OFF-STREET TRENCH ALL DEPTHS) IN LIEU OF 48" HOBAS (ITEM 2.01)	1,763	EA	_____	_____
6.02	SUBSTITUTE 48" 115 PS PVC ASTM F-679 INCLUDING EXCAVATION AND ALL BACKFILL (STREET TRENCH ALL DEPTHS) IN LIEU OF 48" HOBAS (ITEM 2.02)	2,567	EA	_____	_____
6.03	SUBSTITUTE 48" 115 PS PVC ASTM F-679 INSTALLED IN 66" STEEL CASING PIPE IN LIEU OF 48" HOBAS (ITEM 2.04)	160	EA	_____	_____

ADDITIVE/DEDUCTIVE ALTERNATE BID SUBTOTAL: _____

ITEMS 2.01, 2.02 & 2.04 SUBTOTAL: _____

ADDITIVE/DEDUCTIVE ALTERNATE BID MINUS ITEMS 2.01, 2.02 & 2.04

TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID: _____

TOTAL AMOUNT OF MATERIALS _____

TOTAL AMOUNT OF LABOR & EQUIPMENT _____

TOTAL AMOUNT OF ADDITIVE/DEDUCTIVE ALTERNATE BID _____

I WILL USE THE FOLLOWING SUBCONTRACTORS FOR THIS WORK:

SUBCONTRACTOR

TYPE OF WORK

FIRM NAME: _____

BY (SIGNED): _____

TITLE: _____

ADDRESS: _____

Contractor acknowledges and agrees that the official **TOTAL AMOUNT OF BID** is determined by multiplying the unit bid prices by the respective estimated quantities shown in this bid form and then totaling all of the extended amounts. Extended amounts **SHOULD NOT** be rounded up or down. All dollar amounts should be either written legibly or typed. Any mistakes should be rewritten and initialed by the Contractor.

APPENDIX C

Contract Requirements

- (1) Insurance & Indemnification Requirements
- (2) Worker's Compensation
- (3) Wage Rates
- (4) Sales Tax Information
- (5) House Bill 1295 Information Sheet
- (6) Protest Procedure
- (7) EJCDC Form of Agreement Between Owner and Contractor for Construction Contract – 2007 edition (with edits by City of Waco)
- (8) EJCDC Standard General Conditions of the Construction Contract 2007 edition
- (9) Supplementary Conditions to the EJCDC Standard General Conditions prepared by City of Waco
- (10) Special Project Provisions
- (11) Sample Payment and Performance Bond Requirements

City of Waco Insurance & Indemnification Requirements
Horizontal Construction (03/22/2019)

Insurance Requirements:

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> • Premises/Operations • Independent Contractors • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability 	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles 	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).

Term of Policy: With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

Modification of Insurance Requirement: The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the City allow a modification which results in the City incurring increased risk.

Proof of Insurance Required and When to Submit:

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish original proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation, Employers' Liability, and Professional Liability Insurance, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Management Office by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4th Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance

required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

INDEMNIFICATION.

A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.

Employee Litigation: In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any 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, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.



City of Waco Workers' Compensation Coverage Verification Form

The City of Waco, a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically, **Texas Labor Code – Section 406.096** directs Contractors who enter into a building or construction Contract with a Municipality to certify in writing that (1) they provide workers' compensation insurance coverage for each employee of the contractor employed on public projects, and (2) they receive a certificate from each subcontractor showing that every employee of the subcontractor is covered by workers' compensation insurance.

For your convenience, Texas Labor Code – Section 406.096 is attached.

Please review Section 406.096 prior to completing the City of Waco Workers' Compensation Coverage Verification Form.

If you have questions concerning this form, contact City of Waco Risk Management office at (254) 750-5730.

LABOR CODE

TITLE 5. WORKERS' COMPENSATION

SUBTITLE A. TEXAS WORKERS' COMPENSATION ACT

CHAPTER 406. WORKERS' COMPENSATION INSURANCE COVERAGE

EXTRACT:

Sec. 406.096. REQUIRED COVERAGE FOR CERTAIN BUILDING OR CONSTRUCTION CONTRACTORS. (a) A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.

(b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.

(c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

(1) "Building or construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

(2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

Acts 1993, 73rd Leg., ch. 269, Sec. 1, eff. Sept. 1, 1993.



Office Use Only
Date Received:

City of Waco Workers' Compensation Coverage Verification Form. For Building or Construction Contractors

This form is being filed in accordance with Texas Labor Code – Section 406.96. Required Coverage For Certain Building Or Construction Contractors.

1. Name of Company doing business with the City of Waco.

_____.

2. Company Primary Point of Contact for Insurance issues.

Name: _____ Phone: _____.

Address: _____.

Email: _____
(Optional)

3. Name of Insurance Company providing Workers' Compensation Coverage for Company Employees.

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Is this an update to previously provided information on workers' compensation insurance?

☐ YES ☐ NO.

Note: Please inform the City of Waco of changes in Insurance Companies.

5. Has the Company hired one or more Subcontractors for this project?

☐ YES ☐ NO

6. Has each Subcontractor provided the Company with a certificate showing workers' compensation insurance coverage for each of the Subcontractor's employees?

☐

YES

☐

NO

7. Name of each Subcontractor and Name of its Insurance Carrier providing Workers' Compensation Coverage for Subcontractor's Employees:

Subcontractor

Insurance Carrier

Please provide a copy of each Subcontractor's proof of Workers' Compensation Coverage.

8. **Printed Name and Title of person completing this form, and have Witness sign.**

Print Name: _____

Title: _____

Signature: _____

Date Signed: _____

WITNESS:

Signature: _____

Date Signed: _____

Print Name: _____

Print Title: _____

PLEASE SIGN AND RETURN WITH BID



Prevailing Wage Rates Information

Texas Government Code Chapter 2258 requires a worker employed by a contractor or subcontractor in the execution of a contract for the public work by or on behalf of political subdivision of the state to be paid a prevailing wage rate.

Definition of "public work." A public work to which this provision applies includes but is not limited to construction of a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. It does not apply to work done directly by a public utility company under an order of a public authority. Whether this Project is a public work shall be determined by the City, and such determination shall be provided in writing to the Contractor before the opening of bids.

Worker wage rate. Contractor agrees, covenants, and guarantees that it and its subcontractor(s) constructing this Project, if a public work, shall pay their workers, other than maintenance workers, employed on this Project:

1. not less than the general prevailing rate of per diem wages for work of a similar character performed within the geographical limits of the City; and
2. not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

"Worker employed on a public work" defined. A worker is employed on a public work for the purposes of this provision if the worker, including a laborer or mechanic, is employed by a contractor or subcontractor in the execution of a contract for a public work with the City, or any officer of the City, or the City Council of the City of Waco.

Determination of prevailing wage rate. The City Council of the City of Waco shall determine the general prevailing rate of per diem wages to be paid for each craft or type of worker needed to construct the Project by:

1. conducting a survey of the wages received by classes of workers employed on public works of a character similar to the contract work in the geographical limits of the City in which this public work is to be performed; or
2. using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.) if the survey used to determine that rate was conducted within a three-year period preceding the date the City Council of the City of Waco issues invitations for bids for this public work.

Sum certain of prevailing wage rate. The City Council shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

Wage rates incorporated in agreement and in invitation to bid. The prevailing wage rate to be paid for each craft or type of worker needed to construct the public work shall be specified in the invitation to bid for this Project and is incorporated by reference herein.

Determination final. The City Council's determination of the general prevailing rate of per diem wages is final.

Penalty. A contractor or subcontractor who violates this provision shall pay to the City sixty dollars (\$60) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the invitation to bid and this contract. The City Council shall use any money collected under this provision to offset the costs incurred in the administration of this provision. A contractor or subcontractor does not violate this provision if the City Council, in awarding the bid for this contract, does not determine the prevailing wage rates and specify the rates in the invitation to bid and in this contract.

Maintenance of wage record. Contractor agrees, covenants, and guarantees that it and its subcontractor(s) shall keep a record showing:

1. the name and occupation of each worker employed by the contractor(s) and subcontractor(s) in the construction of this public work; and
2. the actual per diem wages paid to each worker.

Inspection of wage record. The record shall be open at all reasonable hours to inspection by the officers and agents of the City.

Payment greater than prevailing rate not prohibited. This provision does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Reliance on certificate of subcontractor. The contractor awarded this bid is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Duty of City to hear complaints and withhold payment. The City Council shall:

1. take cognizance of complaints of all violations of this provision committed in the execution of the construction of this public work; and
2. withhold money forfeited or required to be withheld under this provision from the payments to the contractor(s) under the bid contract, except that the City may not withhold money from other than the final payment without a determination by the City Council that there is good cause to believe that the contractor has violated this provision.

Complaint; initial determination. The City Council shall comply with Sections 2258.023 and 2258.056, Government Code, in the initial determination of a complaint presented pursuant to this provision.

For the purposes of this Project, the general prevailing rate of per diem wages are the wage the rates set forth on the following page(s).

"General Decision Number: TX20230023 01/06/2023

Superseded General Decision Number: TX20220023

State: Texas

Construction Types: Heavy (Sewer/Water Treating Plant and Sewer/Incid. to Hwy.)

Counties: Bell, Bosque, Coryell, Falls, Freestone, Hamilton, Hill, Lampasas, Leon, Limestone, McLennan, Milam, Mills, Navarro, Robertson and Williamson Counties in Texas.

WATER & SEWAGE TREATMENT PLANTS AND LIFT PUMP STATIONS

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 \$16.20 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 2023.
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 \$12.15 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 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

SUTX1990-003 02/09/1990

	Rates	Fringes
CARPENTER.....	\$ 9.00 **	
CEMENT MASON/CONCRETE FINISHER...	\$ 8.00 **	
ELECTRICIAN.....	\$ 13.45 **	.80+8 1/2%
Form Builder.....	\$ 7.25 **	
Form Setter.....	\$ 7.25 **	
LABORER.....	\$ 7.25 **	
Pipelayer.....	\$ 7.50 **	
Power equipment operators:		
Bulldozers.....	\$ 7.25 **	
Cranes, Clamshells, Backhoes, Derricks, Dragline, Shovels.....	\$ 7.25 **	
Front End Loaders.....	\$ 10.00 **	
Scrapers.....	\$ 7.25 **	
Steel Setter.....	\$ 9.50 **	
Steel Worker.....	\$ 7.25 **	
Truck drivers:		
Tandem Axles.....	\$ 7.25 **	
Transit Mix.....	\$ 7.25 **	
Utility Laborer.....	\$ 7.25 **	

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

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 (\$16.20) or 13658
(\$12.15). 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"

TEXAS SALES TAX EXEMPTION INFORMATION

This information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.

Under the Texas Tax Code Section 151.309, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Waco. The form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>

or

<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

- (1) List itself (the contractor) as the purchaser and complete required information;
- (2) Fill in the name and required information about the seller;
- (3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Waco – might include statement that purchase is related to contract with City of Waco, Texas, for Project {description, e.g., New Street sewer lien project};
- (4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Waco is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Waco will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01-339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: <http://www.window.state.tx.us/taxinfo/sales/>

In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:

<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico <i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i>	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, _____ State, _____ ZIP code: _____

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date
-----------	-------	------

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, _____ State, _____ ZIP _____ code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
--	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.

Do not send the completed certificate to the Comptroller of Public Accounts.

NOTICE OF HB 1295 DISCLOSURE

Beginning January 1, 2016, business entities entering into a contract which is approved by the Waco City Council for goods or services to be used by the City of Waco are required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website.

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 to the Texas Government Code. Beginning January 1, 2016, a business entity which:

- (1) enters into a contract which must be approved by the Waco City Council
- (2) for goods or services
- (3) to be used by the City of Waco

is required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **The disclosure requirement applies to a contract (including an amendment, extension or renewal) entered into on or after January 1, 2016.** Business entities required to comply include for-profit and non-profit entities.

The Texas Ethics Commission adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295.

Form 1295 requires disclosure of interested parties (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

Filing Process:

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A business entity entering into a contract for goods or services with the City of Waco must use that website application to enter the required information on Form 1295 and then print a copy of the form. A certification of filing will be issued by the Commission containing a unique certification number established by the Commission. An authorized agent of the business entity must sign the printed copy of the Form and have the form notarized. The original executed and notarized Form 1295 (with certification of filing) must be filed with the City of Waco. The City is then required to notify the Commission using the Commission's website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission's website. The City will retain the original of the notarized form.

FORM 1295

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

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

[illegible]

6 AFFIDAVIT

Signature of authorized agent of contracting business entity

Signature of officer administering oath

Title of officer administering oath

Form provided by Texas Ethics Commission

Procedure to Protest Award Recommendation

- A. If a firm or person believes it is injured as a result of an RFB, a written protest may be filed.
- B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:

**Purchasing Services c/o City of Waco
Post Office Box 2570
Waco, Texas 76702-2570**

- C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.
- D. The written protest must include the following information before it may be considered:
 - 1. Name, mailing address, and business phone number of the protesting party;
 - 2. Identification of the RFB being protested;
 - 3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and
 - 4. Any documentation or other evidence supporting the protest.
- E. In conjunction with the department that requested the RFB, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
- F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
- G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
- H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
- I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

INTRODUCTION

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) (“Agreement”) has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts (“Instructions to Bidders”) (EJCDC C-200, 2007 Edition); the Suggested Bid Form for Construction Contracts (“Bid Form”) (EJCDC C-410, 2007 Edition); and the Standard General Conditions of the Construction Contract (“General Conditions”) (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition), and the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

This Agreement form assumes use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements, which include the advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders; and
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.

The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter, and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive rekeying. (The definitions of terms used in this Agreement, including “Bidding Documents,” “Bidding Requirements,” and “Contract Documents,” are set forth Article 1 of the General Conditions.)

Suggested provisions are accompanied by “Notes to User” to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location: doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in the Uniform Location of Subject Matter (EJCDC N-122).

EJCDC has designated Section 00520 for this Agreement. If this convention is used, the first page of the Agreement would be numbered 00520-1. If CSI’s MasterFormat 04™ is being used for the Project Manual, consult MasterFormat 04 for the appropriate section number and number the pages accordingly.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix “I,” those of the Bid Form are referenced with the prefix “BF,” and those of this Agreement are referenced with the prefix “A.”

NOTE: EJCDC publications may be purchased from any of the organizations listed on the page immediately following the cover page of this document.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ City of Waco _____ (“Owner”) and
_____, (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The major work shall generally consist of but is not limited to all labor, materials, equipment, appurtenances and incidentals as required to properly install, complete and be accepted in place approximately 4,490 linear feet of 48-inch Hobas ASTM D3262 gravity wastewater line, 30 new manholes of various size and material, approximately 520 linear feet of bore and encased line using 30-inch and 66-inch steel casing pipe for two highway crossing, temporary by-pass system, abandonment of approximately 3,420 linear feet of existing 8-inch, 12-inch, 15-inch, and 36-inch gravity wastewater lines and manholes, approximately 1,630 linear feet of 8-inch waterline, surface replacement, reconstruction of Gurley Lane from University Parks Drive to Graduate Row consisting of approximately 3,600 square yards of reinforced concrete pavement and associated storm drain improvements, and all necessary components as shown on the project drawings and as specified herein..

ARTICLE 2 – THE PROJECT

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

Brazos Basin Interceptor Improvements – Phase 1a
(61WW001272)

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Walker Partners, LLC. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, except and unless the Owner designates itself or another to perform various Engineer functions and responsibilities.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed and in-service within **550 calendar days** from Notice to Proceed as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **580 calendar days** from Notice to Proceed. If a Contractor wants to perform work on Saturdays, Sundays, or City holidays, the Contractor shall seek approval by making a written request to City.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$1,000.00** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion of the entire Work until the Work is substantially complete.
- B. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500.00** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount below:

- A. For all Work, at the total bid package price of _____ (words) (\$XXX,XXX).

This price is also stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E below, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement
 2. Performance bond.
 3. Payment bond.
 4. General Conditions (pages ____ to ____, inclusive).
 5. Supplementary Conditions (pages ____ to ____, inclusive).
 6. Specifications, Memos, Special Project Provisions and Permits as listed in the table of contents of the Project Manual.
 7. Drawings listed on attached sheet index.
 8. Addenda (numbers ____ to ____, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.
- E. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order:
1. The Agreement as originally executed and subsequently amended.
 2. Permits and Licenses issued by governmental agencies
 3. Special Project Provisions
 4. Supplementary Conditions

5. EJCDC Standard General Conditions of the Construction Contract (2007)
6. Requests for Information or Interpretation, Field Orders and Change Orders
7. Drawings, with details in drawings controlling over large-scale drawings
8. Project Technical Specifications and Reports
9. Waco Manual of Standard Detail (2015)
10. Waco Standard Specifications for Construction (2013)
11. Request for Bid issued by Owner
12. Bid submitted by Contractor

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are 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 Documents.

9.03 *Successors and Assigns*

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

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. “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 bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 Partial Invalidity

- A. If any term, provision, covenant, or condition of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

9.07 Misspelled Words

- A. Misspelling of one or more words in this contract shall not void this contract. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____
(which is the Effective Date of the Agreement).

OWNER: City of Waco

Sign: _____

By: Bradley Ford

Title: City Manager

Approved as to Form and Legality:

Title: City Attorney

Address for giving notices:

City of Waco

PO Box 2570

Waco, Texas 76701

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

Sign: _____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed	6
2.04 Starting the Work	7
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules	7
Article 3 – Contract Documents: Intent, Amending, Reuse.....	8
3.01 Intent.....	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	11
4.03 Differing Subsurface or Physical Conditions.....	11
4.04 Underground Facilities	13
4.05 Reference Points	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers	16
5.03 Certificates of Insurance	16
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance	18
5.06 Property Insurance	18
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds	21
5.09 Acceptance of Bonds and Insurance; Option to Replace.....	21

5.10	Partial Utilization, Acknowledgment of Property Insurer	21
Article 6 – Contractor’s Responsibilities		22
6.01	Supervision and Superintendence	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	22
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”	23
6.06	Concerning Subcontractors, Suppliers, and Others	25
6.07	Patent Fees and Royalties	26
6.08	Permits.....	27
6.09	Laws and Regulations	27
6.10	Taxes	28
6.11	Use of Site and Other Areas	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative	30
6.15	Hazard Communication Programs	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples	30
6.18	Continuing the Work	32
6.19	Contractor’s General Warranty and Guarantee.....	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site.....		34
7.01	Related Work at Site	34
7.02	Coordination.....	35
7.03	Legal Relationships.....	35
Article 8 – Owner’s Responsibilities		36
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data	36
8.04	Pay When Due	36
8.05	Lands and Easements; Reports and Tests	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	36
8.09	Limitations on Owner’s Responsibilities	36
8.10	Undisclosed Hazardous Environmental Condition.....	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program.....	37
Article 9 – Engineer’s Status During Construction		37
9.01	Owner’s Representative.....	37
9.02	Visits to Site	37
9.03	Project Representative	38

9.04	Authorized Variations in Work	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments	38
9.07	Determinations for Unit Price Work	38
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	39
9.09	Limitations on Engineer's Authority and Responsibilities.....	39
9.10	Compliance with Safety Program.....	40
Article 10 –	Changes in the Work; Claims	40
10.01	Authorized Changes in the Work	40
10.02	Unauthorized Changes in the Work	40
10.03	Execution of Change Orders.....	40
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work.....	42
11.01	Cost of the Work	42
11.02	Allowances	44
11.03	Unit Price Work	45
Article 12 –	Change of Contract Price; Change of Contract Times	45
12.01	Change of Contract Price.....	45
12.02	Change of Contract Times	47
12.03	Delays	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	49
13.06	Correction or Removal of Defective Work.....	49
13.07	Correction Period.....	50
13.08	Acceptance of Defective Work	51
13.09	Owner May Correct Defective Work.....	51
Article 14 –	Payments to Contractor and Completion.....	52
14.01	Schedule of Values	52
14.02	Progress Payments	52
14.03	Contractor's Warranty of Title	54
14.04	Substantial Completion.....	55
14.05	Partial Utilization	55
14.06	Final Inspection.....	56
14.07	Final Payment	56
14.08	Final Completion Delayed.....	57
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	58
15.01 Owner May Suspend Work	58
15.02 Owner May Terminate for Cause	58
15.03 Owner May Terminate For Convenience.....	59
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	60
16.01 Methods and Procedures	60
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	61
17.03 Cumulative Remedies	61
17.04 Survival of Obligations	61
17.05 Controlling Law	61
17.06 Headings	61

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer 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 Documents.
 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. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, 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 Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *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 last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *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), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *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.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. 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 Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely 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). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which 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.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) 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 Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer 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 shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier 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 editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner 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 and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness 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. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall 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.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner 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 will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness 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. 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- 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 Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, 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 Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. “*Or-Equal*” *Items*: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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 Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner 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.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer 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.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume 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 a particular 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 Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, 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 not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, 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 claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, 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 the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any 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 .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any 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, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *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. Contractor shall not be required to provide professional services in violation of applicable law.
- 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, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner 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. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional 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, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes 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. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer 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. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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 Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only 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 Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 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. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, office, and temporary facilities at the Site, and hand tools not owned by the workers, 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. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, 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. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence 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.
 - f. 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 (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which 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 negligence 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 and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. 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 Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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 times 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 Engineer subject to the provisions of Paragraph 9.07.
- 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.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors 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.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, 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) 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); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. 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) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or 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) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion 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 or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner 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 Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer 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 beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 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 Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and 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.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall 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 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, 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 Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, 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 Engineer 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 Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- #### A.
- At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will 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 Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, 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.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, 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;
 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;
 3. 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 in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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 or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

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

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (“Paragraph”), EJCDC® C-700 (2007 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto. In some cases, deleted text is shown with ~~strikeover~~ and added text by underline.

SC 1.01.A.3 Amend Paragraph 1.01.A.3 “Application for Payment” to read as follows:

Application for Payment—The form acceptable to Engineer and Owner 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 Documents.

SC 1.01.A.19 Amend Paragraph 1.01.A.19 to read as follows:

Engineer—The individual or entity named as such in the Agreement. The Engineer acts as the Owner’s representative.

SC 1.01.A.29 Amend Paragraph GRAPH 1.01.A.29 to read as follows:

Owner—The ~~individual or~~ entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed, which is the City of Waco, Texas. The terms “Owner” and “City” may be used interchangeably.

SC 1.01.A. Amend Paragraph 1.01.A.44 to read as follows:

Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion is further defined as that degree of completion of the Project’s operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work.

SC 1.02.C.1 Amend Paragraph 1.02.C.1 to read as follows:

The word “day” means a calendar day of 24 hours measured from midnight to the next midnight, no days being excepted.

SC 2.03.A. Amend Paragraph 2.03.A to read as follows:

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, 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 Agreement. ~~In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~ This statement supersedes all other language within the Agreement and the Contract Documents.

SC 2.04.A Amend Paragraph 2.04.A to read as follows:

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run. Contractor shall contact the Construction Inspector a minimum of 24 hours prior to beginning (or recommencing after a hiatus) work.

SC 3.03.A.3 Amend Paragraph 3.03.A.3 to read as follows:

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor ~~had actual knowledge~~ knew or reasonably should have known thereof.

SC 3.05 Amend Paragraph 3.05.A to read as follows:

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's ~~its~~ consultants, including electronic media editions; or
2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

SC 4.02.A As required by Paragraph 4.02.A “*Reports and Drawings*” the following report(s) known to Owner is/are identified:

Langerman Foster Engineering Company Drilling and Testing Report (Brazos Basin Interceptor – LFE Project No. W21-025) to be provided by the Owner

Langerman Foster Engineering Company Geotechnical Pavement Report (Gurley Lane Improvements – LFE Project No. W22-040) to be provided by the Owner

Langerman Foster Engineering Company Geotechnical Memorandum No. 1 (Gurley Lane Improvements – Additional Pavement Recommendations – LFE Project No. W22-040) to be provided by the Owner

SC 4.02.B Delete Paragraph 4.02.B in its entirety.

SC 4.03.C Amend Paragraph 4.03.C by adding the following as 4.03.C.4:

4. All adjustments in price are subject to the approval of the Owner, a municipal corporation, as required by state law, city charter, or city ordinance.

SC 4.04.B Amend Paragraph 4.04.B by adding the following as 4.04.B.3:

3. All adjustments in price are subject to the approval of the Owner, a municipal corporation, as required by state law, city charter, or city ordinance.

SC 4.06.A As required by Paragraph 4.06.A “*Reports and Drawings*” Engineer has identified reports and drawings relevant to this project. Required information is included in the technical specifications.

SC 4.06.B Delete Paragraph 4.06.B in its entirety.

SC 4.06.G Delete Paragraph 4.06.G in its entirety.

SC 4.06.H Amend Paragraph 4.06.H to change the font, capitalize text as follows and amend to read as follows:

TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, 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 A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 4.06.H SHALL OBLIGATE CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.

SC 4.06 Amend Paragraph 4.06 by adding the following 4.06.J:

J. All adjustments in price resulting from the discovery or creation of a Hazardous Environmental Condition are subject to the approval of the Owner, a municipal corporation, as required by state law, city charter, or city ordinance.

SC 5.03.B Delete Paragraph 5.03.B in its entirety.

SC 5.04 Delete Paragraph 5.04 and insert the following

5.04 Contractor's Insurance

- A.** The Contractor's financial integrity is of interest to the City. Therefore, subject to a Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Comprehensive General Liability Including: <ul style="list-style-type: none"> • Premises/Operations • Independent Contractors • Products Liability/Completed Operations • Personal & Advertising Injury • Broad form property damage, to include fire legal liability 	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

Type	Amount
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Builders Risk	Amount of the contract or replacement value of the facility

- B. Term of Policy:** The required insurance coverage must remain in effect for a two (2) year period following the final payment to Contractor and at all times when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07.
- C. Modification of Insurance Requirement:** The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the City allow a modification which results in the City incurring increased risk.
- D. Proof of Insurance Required and When to Submit:**
- Examination & Approval.* All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.
 - Contractors with Multiple Projects.* Contractors who have multiple projects with the City will provide the general liability aggregate in a project form with the name and/or location of the project listed in the comments section of the certificate of insurance.
 - When to Submit.* Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, Contractor shall furnish original proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager shall have authority to waive this requirement.
 - Additional Insured.* Except for Workers' Compensation and Employers' Liability, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager, shall have authority to waive this requirement. The Engineer shall also be named as an additional insured.

5. *Other-Insurance Endorsement* -- All insurance policies are to contain or be endorsed to contain the following additional provisions:
 - a. "Other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy; and
 - b. Provide not less than ten (10) calendar days advance notice to the City of any suspension, cancellation, non-renewal or material change in coverage.
 6. *Agent Information.* The certificate(s) or other proof of insurance must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Manager by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4th Street, Waco, Texas 76707. To send by fax or email, please contact the Risk Manager at 254-750-8061 to obtain the fax number or email address.
 7. *Precondition to Performance & Basis for Termination.* The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The Contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.
 8. *Waiver of Subrogation.* Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
 9. *Notice of Cancellation, Non-renewal, Material Change.* When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by the City, Contractor shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Contractor knows of said change in advance, or ten (10) days' notice after the change, if the Contractor did not know of the change in advance. Such notice must be accompanied by a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy.
- E. The City of Waco, as a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically Texas Labor Code – Section 406.096 directs Contractors who enter into a building or construction Contract with a Municipality to certify in writing that (1) the **contractor** provides workers' compensation insurance coverage for each employee of the contractor employed on public projects, and (2) the

contractor receive a certificate from each **subcontractor** showing that every employee of the subcontractor is covered by workers' compensation insurance. Texas Administrative Code Title 28 Section 110.110(c)(7) requires the following language to be contained in building and construction bid specifications and contracts:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by Paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the

contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

SC 5.06 Delete Paragraph 5.06 in its entirety.

SC 5.07 Delete Paragraph 5.07 in its entirety.

SC 5.08 Delete Paragraph 5.08 its entirety.

SC 5.09 Delete Paragraph 5.09 its entirety.

SC 5.10 Delete Paragraph 5.10 in its entirety.

SC 6.01.C Amend Paragraph 6.01 by adding 6.01.C to read as follows:

- C. Before starting work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. An alternate representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate the Contractor's presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the Contractor. A joint venture shall designate only one representative and alternate. In the absence of the Contractor or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or its representative.

SC 6.02.B Amend Paragraph 6.02.B to read as follows:

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Normal working hours and days are defined as 8:00am to 5:00pm on Monday through Friday. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer. For work outside of the normal working hours, Contractor shall be responsible for compensation to the City of Waco at the rate of \$250/hr. Payment shall be obtained from the retainage withheld by the City of Waco.

SC 6.04.A Amend Paragraph 6.04.A by adding 6.04.A.3 which shall read:

3. If an event or circumstance occurs which Contractor believes may require a change in the Progress Schedule, Contractor shall notify the Construction Inspection immediately.

SC 6.05.A Amend Paragraph 6.05.A by adding the following at the end of the Paragraph:

Substitutions that were not submitted as part of the bid response will not be approved except in unusual circumstances.

SC 6.06.B Amend Paragraph 6.06.B to read as follows:

- B. ~~Contractor shall report to the Owner the identity of each Subcontractor that has a Subcontract. If the Supplementary conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance of the date the Subcontractor performs any part of the Work, for acceptance by Owner by specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list as required herein thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.~~

SC 6.06.G Amend Paragraph 6.06.G to read as follows:

- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. ~~Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or supplier, Contractor will obtain the same.~~

SC 6.06.H Amend Paragraph 6.06 by adding the following:

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC 6.07.B Delete Paragraph 6.07.B.**SC 6.07.C Amend Paragraph 6.07.C, including changing the font and capitalizing the text, to read as follows:**

- C. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE ELECTED OFFICIALS, OFFICERS, DIRECTORS, 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 NOT SPECIFIED IN THE CONTRACT DOCUMENTS.**

SC 6.07.D Amend Paragraph 6.07 by adding Paragraph 6.07.D which reads as follows:

- D. Contractor shall, at its sole expense, defend and pay all damages, fees, royalties, and costs awarded in any proceeding brought against Owner, its employees and agents, in which it is claimed that the manufacture, sale, or use of any treatment process, material and equipment, or parts thereof furnished thereunder constitutes an infringement of any patent or other proprietary information right, provided Contractor is promptly notified of the commencement of any such proceedings. Contractor's indemnity, as to use, applies only when infringement occurs from the normal use for which such treatment process, material, and equipment were designed. Owner may, at its option, be represented at any such proceeding.
1. If such manufacture, sale, or use is held in any such proceeding to constitute an infringement and is enjoined, Contractor, at its expense, shall either procure for Owner the right to manufacture, sell, and use such treatment process, material and equipment; or pay the costs for damages, fees, or royalties.

SC 6.08.A Amend Paragraph 6.08.A to read as follows:

- A. ~~Unless otherwise provided in the Supplementary Conditions,~~ Contractor shall obtain and pay for all construction permits and licenses. If any City of Waco permits are required, Contractor shall apply for the permits, but shall not be required to pay permit fees. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor will be responsible for filing the required Notice of Intent for the Storm Water Prevention Plan and paying any applicable fees. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

SC 6.09.B Amend Paragraph 6.09.B to read as follows:

- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

SC 6.09.C Amend Paragraph 6.09.C to read as follows:

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05. Any adjustment in price is subject to the approval of the Owner, a municipal corporation, as required by state law, city charter, or city ordinance.

SC 6.09.D Amend Paragraph 6.09 by adding Paragraph 6.09.D which reads as follows:

- D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

1. Prevailing Wage Rates:

Texas Government Code Chapter 2258 requires a worker employed by a contractor or subcontractor in the execution of a contract for the public work by or on behalf of political subdivision of the state to be paid a prevailing wage rate.

- a. In accordance with Government Code 2258.021 through 2258.023, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, shall be paid to all laborers, workers, and mechanics employed by Contractor or Subcontractors in the execution of the Contract.
- b. The prevailing wage rate to be paid for each craft of type of worker needed to construct the Project as well as other information regarding this law is included in this bid package.
- c. Prior to approval of the Final Payment, Contractor must submit the form attached to these Supplementary Conditions with the information for all individuals involved in performing work under this contract.

SC 6.10.B Amend Paragraph 6.10 by adding 6.10.B which read as follows:

- B. Under the Texas Tax Code Section 151.309, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco. Additional information regarding Texas Sales Tax and the possibility of an exemption from payment was included in this bid package.

SC 6.11 Amend Paragraphs 6.11.B and 6.11C to read as follows:

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work and on a daily basis, Contractor shall keep the Site, staging areas, and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* ~~Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.~~ At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the site clean and ready for the Owner prior to initiating project completion process (requesting punch list, etc.). If the Contractor fails to comply with these requirements, the Owner may do so and pass along all related costs to the Contractor.

SC 6.11.A Amend Paragraph 6.11.A.3 by changing the font, capitalizing the text, and adding wording so it read as follows:

3. **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE ELECTED OFFICIALS, OFFICERS, 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 CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER, ENGINEER, OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED BY OR BASED UPON CONTRACTOR'S PERFORMANCE OF THE WORK.**

SC 6.13.C Amend Paragraph 6.13.C to read as follows:

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The ~~Supplementary Conditions~~ City of Waco Standard Specifications for Construction (2013) identify ~~any~~ Owner's safety programs that are applicable to the Work.

SC 6.13 Amend Paragraph 6.13 to add G and H as follows:

- G. Confined Space – The City of Waco anticipates that completion of this contract will require working within a confined space. Access to such a work area will only be allowed through compliance with a project specific program meeting applicable OSHA standards. The CONTRACTOR shall review any hazards confronted during the confined space entry with the City's designated representative.
- H. Trench Safety – The City of Waco anticipates that completion of this contract will require working in excavations deep enough to dictate the use of trench safety protective measures. Access to any such excavations will only be allowed through compliance with a project specific program meeting applicable OSHA standards. The CONTRACTOR shall submit the name and cell phone number of the Qualified Person.

SC 6.20 Delete Paragraph 6.20.A in its entirety and insert the following:

A. CONTRACTOR AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT DOCUMENTS AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS AND ENGINEER OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY. THE CONTRACTOR AGREES THAT ANY INSURANCE CARRIER INVOLVED SHALL NOT BE ENTITLED TO SUBROGATION UNDER ANY CIRCUMSTANCES AGAINST THE CITY, ITS OFFICERS, OFFICIALS, AND EMPLOYEES.

SC 6.20 Amend Paragraph 6.20.B to read as follows:

- B. In any and all claims against Owner or Engineer or any of their elected officials, officers, directors, members, employees, partners, agents, consultants or subcontractors or servants by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any 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, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

SC. 6.20.C Delete Paragraph 6.20.C.

SC 8.07.A Amend Paragraph 8.07.A to read as follows:

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03. Any change order related to a change in price must be approved as required by state law, city charter, or city ordinance.

SC 9.01.B Amend Paragraph 9.01 by adding Paragraph 9.01.B which reads as follows:

- B. Owner is a municipal corporation. Under state law, its city charter, and ordinances, final authority on certain matters lies with the City Council or City Manager. Consequently, the final authority on some decisions, particularly those related to price changes and adjustments, lies with Owner. On questions relating to quantities, the acceptability of material, equipment or work, the execution, progress or sequence of work, and the interpretation of Specifications or drawings, the decision of the Engineer is final and binding as provided in this Agreement, unless otherwise ordered by the Owner.

SC 9.04.A Amend Paragraph 9.04.A by adding the following sentence to the end of Paragraph 9.04A:

All adjustments in price are subject to the approval of the Owner, a municipal corporation, as required by state law, city charter, or city ordinance.

SC 9.06 Amend Paragraphs 9.06.C and 9.06.D to read as follows:

- C. In connection with Engineer's authority as to Change Orders, see Paragraph 9.01.B and Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Paragraph 9.01.B and Article 14.

SC 9.07.A Amend Paragraph 9.07.A to read as follows:

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraphs 9.01.B. and 10.05.

SC 9.08.C Amend Paragraph 9.08.C to read as follows:

- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraphs 9.01.B. and 10.05.

SC 10.03 Amend Paragraph 10.03.A.3 to read as follows:

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A. and provided that all adjustments in price are subject to the approval of the Owner, a municipal corporation, as required by state law, city charter, or city ordinance.

SC 12.01 Amend Paragraph 12.01 by adding Paragraph 12.01.D. which reads as follows:

- D. All adjustments in price are subject to approval of the Owner, a municipal corporation, as required by state law, city charter, or city ordinance.

SC 13.03.B Amend Paragraph 13.03.B to read as follows:

- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. as otherwise specifically provided in the Contract Documents.

SC 13.03.G Amend Paragraph 13.03 by adding 13.03.G which shall read as follows:

- G. Contractor shall coordinate bacteriological testing and pressure testing with City of Waco.

SC 13.04 Amend Paragraph 13.04.D to read as follows:

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed to negotiate an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement,

and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

SC 14.02.A Amend Paragraph 14.02.A by adding 14.02A.4 which shall read as follows:

4. Contractor shall submit a cash flow projection for the remainder of the project with each Application for Payment.

SC 14.02 Amend Paragraph 14.02.C to read as follows:

1. ~~Ten~~ Twenty-five (25) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

SC 14.04 Amend Paragraph 14.04.C to read as follows:

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have fourteen (14)~~seven~~ days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within twenty-one (21)~~14~~ days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said twenty-one (21)~~14~~ days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

SC 14.07.A.2. Amend Paragraph 14.07.A.2 to read as follows:

2. The final Application for Payment shall 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 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; ~~and~~
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work; and

- e. a written release from any private property owner whose property was used in connection with this Project that the condition of their property is acceptable.

SC 14.07.B.1 Amend Paragraph 14.07.B.1 to read as follows:

- 4. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. Engineer's letter shall include a description of the Work being accepted. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

SC 14.10.A Amend Article 14 by adding Paragraph 14.10.A which reads as follows:

- A. Arrears of Taxes Offset to Debt Against City -- In accordance with the City of Waco Charter Article VIII, Section 8, the City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

SC 15.02 Amend Paragraph 15.02 by adding Paragraph 15.02.G. which reads as follows:

- G. The City may, by written notice to the Contractor, cancel this contract without liability to the City if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event City, as set forth in this Paragraph, cancels this contract the City shall be entitled to recover from the Contractor all additional costs incurred by City as a result of the cancellation.

SC 16.01.A Amend Paragraph 16.01.A to read as follows:

- A. Either Owner or Contractor may request non-binding mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

SC 17.05 Amend Paragraph 17.05 to read as follows:

17.05 Controlling Law and Venue.

- A. This Contract is to be governed by the law of the state of Texas~~in which the Project is located.~~
- B. Venue shall be in McLennan County, Texas.

Special Project Provisions**1. GENERAL**

- 1.1. **Liquidated Damages** – Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in the Contract for Substantial Completion and Final Completion (reference General Conditions, Supplementary Conditions, and the Agreement).
- 1.2. **Standards** – Construction shall be in accordance with the City of Waco Standard Specifications for Construction (current version) and applicable City of Waco Manual of Standard Details (WMSD), with the following exceptions and as noted in these Special Project Provisions:
 - 1.2.1. **Traffic Control Plans:** The Contractor shall use the Texas Department of Transportation (TxDOT) traffic control measures provided in the plans to the extent possible.
 - 1.2.2. **Hot-Mix Asphalt Concrete:** The Contractor shall use TxDOT Special Specification 3076 Dense-Graded Hot-Mix Asphalt Type D for overlay, Type D for level up and installation of curb and gutter, and CLSM for base failure repair.
- 1.3. **Construction Surveying** - Walker Partners will provide one-time construction staking for line and grade of the wastewater and water system improvements. The cost of any restaking shall be borne by the Contractor.
- 1.4. **Benchmarks** – This project includes benchmarks as shown on the plans. Additional benchmarks or those requiring replacement shall be paid for by the Contractor at no additional cost to Owner.
- 1.5. **Site Restoration** – All areas (vegetated, gravel, paved, etc.) disturbed by the work of this contract must be restored to pre-project or better condition. Payment for this work will be considered to be subsidiary to completion of the associated work item unless otherwise provided. All existing vegetated areas must be restored to existing condition or better with topsoil and either seed or sod as appropriate. Contractor is responsible for watering and all required care until project acceptance. This work will be considered subsidiary to the project, unless otherwise specified. It is recommended that the contractor video the entirety of the construction area to document the original condition.
- 1.6. **Mobilization** – If total contract is:
 - 1.6.1. \$500,000 or greater, the lump sum for mobilization shall not exceed 10%,
 - 1.6.2. Between \$100,000 and \$500,000, the lump sum for mobilization shall not exceed 15%,
 - 1.6.3. Less than \$100,000, the lump sum for mobilization shall not exceed 20%
 - 1.6.4. Payment of mobilization shall be included in the progress payments upon written application subject to the following provisions:
 - a. 50% of the mobilization will be paid when 1% of the contract amount (less mobilization, bonds & insurance, and materials on hand) have been earned

- b. 75% of the mobilization will be paid when 5% of the contract amount (less mobilization, bonds & insurance, and materials on hand) have been earned
 - c. 90% of the mobilization will be paid when 10% of the contract amount (less mobilization, bonds & insurance, and materials on hand) have been earned
 - d. The remainder of the mobilization will be paid when 100% of the contract amount (less mobilization, bonds & insurance, and materials on hand) have been earned
 - 1.6.5. This specification supersedes Section 6.4, Part 4(A)5, of the Standard Specifications for Construction, specifically regarding the percentage (%) of mobilization to be paid.
 - 1.6.6. This contract document has an order of governance that is to be followed. However, should a conflict arise between this section and other sections of this contract document the stricter specification will rule.
 - 1.6.7. Mobilization payments will be subject to retainage amounts stipulated in this agreement.
- 1.7. **Bonds and Insurance**
 - 1.7.1. Bonds and insurance is not considered a mobilization expense. However, it will be addressed in the following manner.
 - 1.7.2. Bonds and insurance will not exceed 2.5 % of the total construction costs of the project, less mobilization costs.
 - 1.7.3. Bonds and insurance expenses over 2.5% of the total construction costs of the project, less mobilization costs, may be considered acceptable and payable (at the owner's discretion) if (a) detailed documentation of the actual expense is provided and (b) proof that the actual expense for the bonds and insurance has been paid.
 - 1.7.4. Bonds and insurance may be 100% payable in the first invoice provided all pre-construction items have been submitted and approved including:
 - a. Schedule of Values
 - b. Trench Safety Plan
 - c. SWPPP
 - d. Construction schedule
 - e. Preconstruction photos (if required)
- 1.8. **Materials on Hand** – Materials on Hand will be allowed for the following material items only:
 - 1.8.1. 15"/48" Wastewater Pipe
 - 1.8.2. 30"/66" Steel Casing Pipe
 - 1.8.3. Wastewater Manholes (Only base, risers, and cones)
 - 1.8.4. Resilient Seat Gate Valves
 - 1.8.5. Fire Hydrants

1.8.6. 8” C900 Waterline

1.8.7. Storm Drain Inlets and Piping

Invoices for all materials shall be provided and material must be delivered prior to recommendation for payment. The Project CI will verify delivered quantities prior to recommendation for payment.

- 1.9. **Protection of Facilities in Right-of Way** – The Contractor shall be responsible for adequately protecting all facilities (mailboxes, trees, bushes, sidewalks, handicapped ramps, etc.) not designated for removal. Any facilities that accidentally sustain damage shall be restored to existing or better condition, and the cost of the restoration shall be subsidiary to the work.
- 1.10. **Underground Utilities** – The attention of the Bidder is drawn to requirements in State law regarding location of underground utilities prior to excavation and the reporting of damage to any underground utility.
- 1.11. **Aboveground Utilities** – The Contractor is responsible to coordinate with the appropriate utilities owning any poles or signs that may be impacted during the work of this contract. Bracing, shielding, and protective measures per the requirements of the utility owners shall be provided by the Contractor and shall be considered subsidiary to the work. Contractor to coordinate with Oncor on the potential requirement to shield overhead lines using an Oncor approved contractor.
- 1.12. **Privately Owned Lots** – If the Contractor chooses to utilize a private lot(s) as a staging area, the Contractor shall provide to the City written permission from the property owner(s). The project shall not be finalized until the Contractor provides a written letter from the property owner(s) saying that the property owner is satisfied with the said lot(s). If the Contractor chooses to utilize any City-owned lots, the Contractor shall obtain written permission from the City’s Property Manager. Additional insurance may be required.
- 1.13. **Private Property Access** – Contractors shall endeavor to minimize disruptions to private properties and vehicular access to private driveways must be maintained. At the end of each working day, all private vehicular drives shall have access. Cost to provide this work shall be incidental to the installation of the utility.
- 1.14. **Earthwork** – All earthwork (cut and fill) required for the work of this contract, unless otherwise specified, is subsidiary to payment for the various bid items.
- 1.15. **Bus Routes** – The Contractor shall coordinate all work with public and private schools affected by the construction at the beginning of construction and maintain communication until final acceptance of the roadway. Coordination will be required if any bus routes (Waco ISD, Waco Transit, or other) are affected or there is a school within one block of construction.
- 1.16. **Trash Pickup** – The Contractor shall coordinate all work with the City’s Waste Management Division to avoid interruption of service on trash pickup days. Contact information is provided in the plans.
- 1.17. **Testing** – The Contractor must request material testing and inspections forty-eight (48) hours in advance through the Project CI. Availability of the testing company may dictate final testing date. The Owner will be financially responsible for testing that:

- a. Confirms installed material or work was done in accordance with the technical specifications and/or construction documents.
- b. Duplicate testing as directed by the Owner
- c. Any special testing as directed by the Owner

The Contractor will be financially responsible for testing costs for the following conditions:

- a. Testing that finds installed material or work was **NOT** done in accordance with the technical specifications and/or construction documents.
- b. Early or non-standard testing as requested by the Contractor.
- c. Any charges incurred due to the project or item of work not being ready for testing when the laboratory arrives onsite.
- d. Any charges incurred due to cancellation of the testing as requested by the Contractor.

The Contractor will need to set up an account with the materials testing company and pay directly to the materials testing company for any testing costs that the contractor is responsible for.

1.18. **Projectmates**

- 1.18.1. The City has setup an Internet-based project management system called Projectmates for managing design and construction projects. The Contractor will be required to utilize Projectmates as follows:
- 1.18.2. Contract management related processes including RFIs, submittals, field reports, meeting minutes, change orders, pay application, punch lists, and close-out documents shall be submitted, tracked, and responded to, by the Contractor, City, and Engineer through Projectmates over the Internet. Paper copies shall not be accepted unless specifically requested.
- 1.18.3. The City of Waco Projectmates software portal is:
<https://cityofwaco.projectmates.com>
One (1) Projectmates user license will be provided to the Contractor by the City without charge. The City will recover the license upon project completion. The Contractor may purchase additional Projectmates user licenses through the City for a cost of \$1,000.00 each.
- 1.18.4. The Contractor shall be familiar with Projectmates prior to the pre-construction meeting. Training can be arranged by contacting software vendor Systemates Inc. Training expenses shall be borne by the Contractor. Contact Systemates, Inc., Richardson, Texas 214-217-4100 or email info@systemates.com

- 1.19. **Contractor Self-Performance** – The General Contractor must self-perform a minimum of 51% of the work in the awarded contract.

1.20. **Right of Way Clearing and Cleanup**

- 1.20.1. **Right of Way Clearing:** The Contractor shall be responsible for clearing the right of way of trees, shrubs, and other vegetative growth as needed for

equipment clearance, construction of street components, and any other work required for this Project, prior to beginning construction, and in areas specifically identified on the drawings. Any trees that are removed to facilitate the work must be replaced with the same species, unless otherwise specified by the Owner or as indicated on the plans. Any cut limbs shall be sealed with Spectracide Pruning Seal or approved equal. See Tree Pruning and Removal detail in the plans for additional requirements. This work shall be subsidiary to all pay items unless otherwise noted on the drawings.

- 1.20.2. **Right of Way Cleanup:** At the end of the project and prior to requesting the punch list, the Contractor shall cleanup the right of way from the edge of pavement to the approximate right of way on each side of the street (including portions of intersecting streets on which work was performed). The approximate right of way is shown on the plans (via parcel boundaries); however, the Contractor and Construction Inspector (CI) shall coordinate the extents of the work during construction. The purpose of the right of way cleanup is to leave the entire right of way clear of trash, debris, overgrown vegetation, and vegetative growth in the curb and gutter. The Contractor will not be required to go beyond any fence lines for this work. Cleanup activities shall include, but not limited to the following:

- a. Remove all trash and debris
- b. Remove all downed trees, tree limbs, and brush piles
- c. Mow grass/vegetation to 3-inch height
- d. Edge Grass at back of curb, pavement, sidewalk, and curb ramps
- e. Remove vegetation from curb and gutter, sidewalk, and curb ramps by mechanical means or other methods approved by the Project Engineer

This work shall be subsidiary to all pay items unless otherwise noted on the drawings.

- 1.21. **Change Proposal Requests** – The contractor must submit a schedule of values for the modification in the scope of work being requested as part of the change proposal request, documenting the expenses to be incurred. The expenses to be included in the schedule of values shall be expenses that can be documented with invoices and/or with payroll documentation; thus, mark-ups on miscellaneous items, such as small tools, shall not be accepted. The mark-ups associated with overhead and profit shall be in accordance with EJCDC C-700 Standard General Conditions of the Construction Contract.

2. **COMMUNICATION**

- 2.1. **Construction Inspector Notification** – Contractor shall contact the Construction Inspector (CI) a minimum of seventy-two (72) and a maximum of ninety-six (96) hours prior to beginning (or recommencing after a hiatus) work; and notify the CI immediately upon any change in schedule.
- 2.2. **Public Notification prior to beginning Construction** – The contractor will be required to notify residences and businesses that will be impacted seven (7) days prior to beginning construction. The contractor shall submit a schedule of start and finish times on each section to the inspector. The contractor will deliver a copy of the notification

flyer for review to the City before distribution to the residences and businesses. The notification flyer shall be delivered to a contact person at each business that will be impacted by construction. Construction will not be allowed to start until the flyer is delivered. A sample notification has been included showing the required information to distribute. The notification flyer will be on the Contractor's letterhead. All work involved with the Public Notification of Construction flyer shall be considered subsidiary to the contract price and no additional compensation shall be made. Flyer shall be submitted for approval.

- 2.3. **TxDOT** – Contractor is required to notify TxDOT 48 hours (2 business days) before starting construction in TxDOT ROW to allow for proper inspection and coordination of work days and traffic control plans. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT.
- 2.4. **Oncor** – Contractor is required to contact Oncor prior to performing any work adjacent to Oncor facilities.

3. SITE CLEAN-UP

- 3.1. During the progress of the Work and on a daily basis, CONTRACTOR shall keep all the premises (including any staging areas) free from accumulations of all waste materials, rubbish and other debris resulting from the Work.
- 3.2. The Contractor shall remove all material stockpiles, equipment left overnight or any obstructions within thirty (30) feet of a travel way or clearly marked by warning lights and barricades.
- 3.3. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for the OWNER prior to initiating project completion process (requesting punch list, etc.).
- 3.4. It shall be the responsibility of the Contractor to keep the roadway, drive approaches, and sidewalk clean of mud, sand, rock, and other debris.
- 3.5. If the CONTRACTOR fails to comply with these requirements, the OWNER may do so and pass along all related costs to the CONTRACTOR.

4. PERMITS

- 4.1. TxDOT permits are included for this project relating to work in TxDOT ROW
- 4.2. Plumbing Permits – If plumbing services or water services on private property are included in the scope of work, the Contractor must obtain a plumbing permit from the City of Waco or City of Bellmead. All work on private property must be conducted by a licensed plumber. The City will cover the cost of the “no-fee” plumbing permit that must be obtained for each address at which the plumber on this project will be working.

5. SUBMITTALS

- 5.1. All submittals shall be complete shop drawings and design data, providing the information necessary to document compliance with all specifications. See section 2.6

C in the General Provisions of the City of Waco Standard Specifications for Construction.

- 5.2. The Owner will utilize Projectmates during the submittal process. Each submittal is limited to one (1) line item and shall be submitted using the appropriate naming conventions. Resubmittal numbers are auto-generated in Projectmates.
- 5.3. If “mass submittals” are received, Engineer’s review time stated above will be extended as necessary to perform proper review. Engineer will review “mass submittals” based on priority determined by Engineer after consultation with Owner and Contractor. “Mass submittals” are defined as six or more submittals in one day or 15 or more submittals or items in one week.
- 5.4. Contractor is responsible for keeping a current set of record drawings available for review, documenting any and all changes to the contract documents made in the field during construction. Contractor shall review these record drawings with the Construction Inspector on a weekly basis.
- 5.5. **Review Time** – All submittals, Request for Information (RFI) and Potential Change Orders (PCO) shall be allowed a maximum of fifteen (15) calendar days for review.
- 5.6. **Erosion Control and SW3P** – Submittal is required in accordance with City of Waco Standard Specifications for Construction, Section 1.10 Storm Water Pollution Prevention.

6. SAFETY

- 6.1. **Confined Space** – If the completion of this contract requires working within a confined space, access to such a work area will only be allowed through compliance with a project specific program meeting applicable OSHA standards. The contractor shall review any hazards confronted during the confined space entry with the City’s designated representative. The contractor will be required to submit a confined space plan to the Engineer for review and approval before commencing work in a confined space environment.
- 6.2. **Trench Safety** – The completion of this contract requires working in excavations deep enough to dictate the use of trench safety protective measures. Access to any such excavations will only be allowed through compliance with a project specific program meeting applicable OSHA standard. The contractor shall submit the name and cell phone number of the Qualified Person. The Contractor shall be required to submit a trench safety plan to the Engineer for review and approval before commencing work with excavations deeper than 5 ft.
- 6.3. **Traffic Control Plans (TCP)** – TCP’s must be compiled by licensed or certified personnel (Texas Licensed Professional Engineer; IMSA Certified Work Zone - Work Zone Traffic Control Technician; or TEEX, Texas A&M Engineering Extension Services, Work Zone Traffic Control Certification, HWS002). Documentation of current certification shall be submitted with all TCP’s.
 - 6.3.1. Each TCP must be developed to address the specific conditions of the planned construction work zone location. Multiple phases of construction will require a separate TCP for each phase. All may be submitted at one time for acceptance. The Contractor shall incorporate the various Barricade

Standards, Traffic Control Plan Standards, and Work Zone Standards into the TCPs as appropriate.

- 6.3.2. Temporary traffic control plans shall be completed by a Texas professional engineer prior to submittal. Plans for construction projects occurring on state roads will require TXDOT approval prior to submittal.
- 6.3.3. TCP's shall be designed such that only one direction of traffic (2-way streets) or half of the available lanes (one-way street) are closed during any portion of the Project.

7. EROSION CONTROL

- 7.1. The Contractor shall use Best Management Practices (BMPs) to provide erosion control measures for this project. This is subsidiary to the "Stormwater Pollution Prevention Plan" and "Stormwater Pollution Prevention Plan Implementation" line items. Erosion control measures to be used must be submitted in writing to the Engineer and approved by the Engineer before work begins. Contractor shall be responsible for providing a plan that meets regulatory requirement and implementation of the plan across the entire project site.

8. SCHEDULE

- 8.1. This contract is a calendar day contract.
- 8.2. The construction of the project shall be completed to Substantial Completion within 550 calendar days from the date of the Notice to Proceed and to Final Completion within 580 calendar days from the date of the Notice to Proceed.
- 8.3. The Contractor is required to provide an approved construction schedule within two weeks of the effective date of the notice to proceed.
- 8.4. The Contractor shall also provide updated schedules as warranted by the progress of the work at all regularly scheduled monthly meetings.
- 8.5. It is anticipated that the pre-construction meeting will be held the week following the receipt of the signed contracts from Legal. Unless other arrangements have been approved, the effective date of the Notice to Proceed will be the Monday following the pre-construction meeting.
- 8.6. The project schedule includes time to:
 - 8.6.1. Develop, submit, review, approve and implement the SWP3/erosion control plan;
 - 8.6.2. Develop, submit, review, and approve safety and material submittals;
 - 8.6.3. Complete and commission the Work;
 - 8.6.4. Attend Monthly Progress Meetings;
 - 8.6.5. Conduct Punch List Walk Through; and
 - 8.6.6. Complete the project closure activities and paperwork.
- 8.7. The contractor shall maintain a work force adequate to accomplish the work within the contract time. The Contractor agrees to employ only orderly, competent, and knowledgeable workers, skillful in performance of the type of work required under this contract.

- 8.8. Contractor’s representative (City of Waco Standard Specifications for Construction, General Provisions, Section 8.7, page 58) – “Before starting work, the Contractor shall designate in writing a representative who shall have complete authority to act for it. The representative or alternate shall be present at the Work site whenever work is in progress...”
- 8.9. The Contractor is required to provide an approved construction schedule within four weeks of the effective date of the Notice To Proceed. The schedule shall be in a Gantt, CPM, or PERT format suitable to depict the project work plan.
- 8.10. The Contractor shall also provide updated schedules as warranted by the progress of the work.
- 8.11. If the Contractor works a minimum of three (3) hours during a day, said day shall not be allowed to be claimed as a Weather Day.
- 8.12. **Working Hours** – All work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner’s Representative in accordance with Section 7.2 of the City of Waco Standard Specifications for Construction. If a contractor wants to perform work on Saturdays, Sundays, and/or legal holidays, the Contractor shall seek approval by making a written request to the City 72-hours in advance. Dark or night-time work will require a minimum request of 5 days in advance of said work. If the Contractor is required to work outside of the normal working hours, the Contractor may not request additional compensation.
- 8.13. **Overtime Costs** – Contractor shall be responsible for all City staff and third-party time, costs, expenses and overtime for work performed after standard working hours, Saturdays, Sundays, or City holidays, unless excused in writing by the City prior to the work. City/Engineer will bill key personnel at the following rates. All other City/Engineer personnel will be billed at their current billing rates.

There will be an 8 hour minimum charge for Saturday, Sunday, or Holiday work. Cancellation is required by Friday 12:00 PM Noon in advance of Saturday, Sunday, or Holiday work or the 8 hour minimum charge will apply.

8.13.1. Field Representative/Observer \$165.00/hr

8.13.2. Project Manager \$215.00/hr

8.13.3. Project Engineer \$165.00/hr

8.13.4. Project Administrator \$90.00/hr

8.13.5. Payment shall be obtained from the retainage withheld by the City of Waco.

9. PROJECT COMPLETION

- 9.1. It is expected that the contractor shall complete the “final” phase of the project in no more than 30 calendar days of completion of pay items, within the constraints of Section 7, Prosecution, Progress, and Acceptance of Work, City of Waco Standard Specifications for Construction.
- 9.2. When contractor completes all work or pay items, they shall submit a written request for a punch list.

- 9.3. The Construction Inspector along with a representative for the various City of Waco Departments will coordinate a “walk of the project” and issue the punch list.
- 9.4. When contractor deems all punch list items are complete, they shall submit a written request for a final inspection.
- 9.5. When the Construction Inspector finds all items complete to their satisfaction, they shall submit a letter of final acceptance which will request the contractor submit a one-year guarantee and an all bills paid affidavit, both notarized.
- 9.6. The final acceptance letter shall include an accurate description of the Work being accepted.
- 9.7. If private property is used, the Inspector shall receive a written release from property owner accepting the condition of their property.
- 9.8. Once all punch list items have been completed, the final pay application is approved and the one-year guarantee and all bills paid affidavit are received, the project will be deemed final.
- 9.9. Warranty –The Warranty for the entire project will begin on the date of Substantial Completion. The inspector will schedule a warranty walk approximately 11 months after project completion. If any issues arise during the warranty period, the Construction Inspector will send written request to the contractor.

10. CONSTRUCTION SEQUENCE/CONSTRAINTS

- 10.1. SW3P and Traffic Control – SW3P and traffic control shall be approved and implemented prior to commencement of construction.
- 10.2. Water Line Tie-Ins And Temporary Service Disruptions
 - 10.2.1. All efforts shall be made by the Contractor to minimize disruption of service to area customers that may be affected by construction work.
 - 10.2.2. Where existing water mains must be shut off longer than 30 minutes, customers shall be given advanced notification.
 - 10.2.3. The City shall approve all interruptions of water service on a case by case basis with intent to provide all customers a minimum advanced notice of 72 hours.
 - 10.2.4. A construction schedule to coincide outside of business hours or non-operating hours will be required where non-residential customers are affected.
 - 10.2.5. Water service shall not be interrupted to any customer or any fire hydrant for a period exceeding 4 hours under any circumstances.
 - 10.2.6. Temporary potable water service (utilizing NSF-61 piping and fittings) shall be provided to all commercial customers.
 - 10.2.7. Customers and businesses that require potable water for medical reasons shall not have their service interrupted without prior approval and scheduling.

- 10.2.8. Water tie-ins will be scheduled Tuesdays and Thursdays only, unless given approval by the Owner. The CI shall coordinate with the RMG Group for valve closures with a minimum advanced notice of 72 hours.
- 10.3. Wastewater Line Tie-Ins And Temporary Service Disruptions –
 - 10.3.1. All efforts shall be made by the Contractor to minimize disruption of service to area customers that may be affected by construction work.
 - 10.3.2. Where existing wastewater services must be shut off longer than 30 minutes, customers shall be given advanced notification.
 - 10.3.3. The City shall approve all interruptions of wastewater service on a case by case basis with intent to provide all customers a minimum advanced notice of 72 hours.
 - 10.3.4. A construction schedule to coincide outside of business hours or non-operating hours will be required where non-residential customers are affected.
 - 10.3.5. Wastewater service shall not be interrupted to any customer for a period exceeding 4 hours under any circumstances.
- 10.4. **Hauling Materials** – Contractor shall arrange construction operations to prevent the hauling of materials through completed pavement sections unless otherwise approved by the CI or City Engineer.

11. POTHOLE REQUIREMENTS

- 11.1. The Contractor is directed to conduct the necessary potholes of existing utilities, both public and private, as identified in the construction drawings.
- 11.2. The cost of all potholes is subsidiary to the cost of installation of the appropriate utility.
- 11.3. The pothole shall include the preparation and submittal of any required Traffic Control Plans, Traffic Control Device implementation and removal, cost of obtaining a water meter and payment of any water charges and backfill and repair of the pavement surface as required.
- 11.4. The Contractor shall provide the following information to the Design Engineer:
 - 11.4.1. Utility Name
 - 11.4.2. Horizontal location based on the coordinate system for the Project
 - 11.4.3. Vertical elevation of the top of the utility
 - 11.4.4. Material of the utility
 - 11.4.5. For water, sewer and storm drainage utilities, the OD of the utility shall be measured.
- 11.5. At locations where the proposed utility will connect to the existing utility, including installation of valves for isolation during construction, the Contractor shall pothole these locations prior to the ordering of the material necessary for said connection. Failure to do so will not be considered a justification for an extension of the construction time.

12. UTILITY WORK

- 12.1. **Utility Identification** – The contractor shall place the appropriate utility identification tape on top of the embedment. Water pipe and its corresponding marking tape shall be the color “blue” and Wastewater pipe and its corresponding marking tape shall be the color “green” or, if necessary, the color that meets AWWA requirements. These costs shall be subsidiary to linear foot of pipeline being installed.
- 12.2. **Embedment** – If the bedding under existing storm drain, water, or sanitary sewer pipes is impacted during this construction, the Contractor shall restore such bedding in accordance with current City of Waco standard details. Restoration of such bedding, and any necessary additional embedment and backfill, shall be subsidiary to the work and per the City of Waco Standard Details.
- 12.3. **Tracer Wire** – Tracer Wire is required on all non-metallic utility lines. Tracer Wire shall be installed in the bottom of the trench below the bedding material. The contractor shall use blue colored #12 AWG Solid (0.0808” diameter) steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating. Manufactured by Copperhead Industries part number 1230-SF or approved equal. No breaks or cuts in the tracer wire or wire insulation shall be permitted. The tracer wire shall be securely bonded together at all wire joints with an approved watertight connector to provide electrical continuity, and shall be accessible at all new water valve boxes and water meter boxes. The end of the tracer wire shall be spliced to the wire of a six pound zinc anode and buried at the same elevations as the water main. Contractor shall perform a continuity test on all trace wire in the presence of the Owner’s Representative. If the trace wire is found to be not continuous after testing, Contractor shall repair or replace the failed segment of wire. These costs shall be subsidiary to linear foot of pipeline being installed.
- 12.4. **Polyethylene Wrap** – Polyethylene Wrap is required on all ductile iron pipe. This shall be paid for subsidiary to the piping and trenching bid item(s) in the project.
- 12.5. **Compaction** – All trenching and excavation required for construction shall meet the following requirements. Excavation and backfill in traffic areas shall be backfilled to pavement profile with gravel (pit run) and compacted to 95% standard proctor density per City of Waco Standard Specifications for Construction. Excavation and backfill in non-traffic areas shall be backfilled with the excavated reuse material, where suitable. Reuse material shall meet all specifications and shall be accepted by the City’s construction representative. Where reuse material does not meet all specifications, imported borrow shall be used that meets all specifications. All backfill shall be placed per all specifications and shall be compacted to 95% standard proctor. Contractor shall include in their original bid price all costs associated with meeting all backfill requirements. No additional compensation shall be made to Contractor for imported and/or select fill.
- 12.6. **Utility Services Sewer Piping** – Where sanitary sewer service connections must be re-tapped into the new sanitary main while the main is still under construction, Contractor shall pressure test both the new main and new service line by temporary plugging the new service line at the upper most new cleanout that connects to the existing sanitary sewer service line at the residence. New service lines to be re-tapped

into existing sanitary sewer mains shall be tested from the upper most new cleanout that connects to the existing sanitary sewer service line at the residence to the existing sanitary sewer main. Contractor shall test prior to connecting the new service line to the existing main. All new or retrofitted manholes shall be pressure tested as specified in the applicable specification section.

- 12.7. **Vertical Bend Fittings** – Vertical bend fittings may not all be shown or called out on the drawings. Vertical bend fittings not specifically called out on the plans but are required to properly achieve pipe alignments and/or connections shall be subsidiary to the water main construction and no additional payment will be made to the contractor for such fittings.
- 12.8. **Additional Fittings (as needed)** – More bends may have been included in the bid proposal than are shown on the plans. It is possible that the Engineering Inspector will direct the Contractor to use some of these supplemental bends if unexpected conflicts are discovered during construction. Bends in addition to those shown on the plans may only be used with specific permission from the Engineering Inspector. No adjustment to the unit prices in the contract will be made as a result of reduced quantities if these supplemental bends are not used.
- 12.9. **Disposal of Excavated Materials** – Any excess excavated material, not utilized after all backfill requirements have been met, shall become the responsibility of the Contractor. The Contractor shall haul and dispose of excess excavated material outside the limits of this project and of public thoroughfares and water courses, in conformity with pertinent City, County, State and Federal regulations.
- 12.10. **Disturbed Areas** – All disturbed off-street areas shall be re-seeded or re-sodded and the cost shall be considered subsidiary to the item whose work caused the disturbed areas. Fences requiring removal for construction purposes shall be replaced with a fence of similar type and material as existing and all work, equipment, material, and associated appurtenances shall be subsidiary to the Bid Item that required the fence removal.
- 12.11. **Surface Replacement** – Surface replacement is paid by the linear foot and no additional payment will be made if additional surface replacement is required due to the possibility of unstable soil.
- 12.12. **Gravel Trench Backfill** – Gravel trench backfill is paid for as part of the street trench bid items and no additional payment will be made if additional gravel trench backfill is required due to the possibility of unstable soil.
- 12.13. **Water Services** – For installation of new water services (if required), the Contractor shall:
 - 12.13.1. Remove existing service to meter.
 - 12.13.2. Install new service in accordance with City of Waco Standard Specifications for Construction and Details.
 - 12.13.3. Connect new service to existing meter.
 - 12.13.4. Provide necessary surface replacement and curb and gutter removal and replacement. Surface Replacement shall be incidental to the cost of the water service.

- 12.14. **Notice of Water and Sanitary Sewer Service Interruption** – All homeowners and businesses potentially affected by the interruption of water or sewer services shall be notified by the Contractor 48 hours in advance of the planned service interruption on a city provided template. Should the work not occur on the specified day, new notification will be distributed as directed by the City’s project representative.
- 12.15. **Sewer Service Lines** – The unit price bid for sewer service lines shall include connection to main, taps, and any additional cleanouts needed to install the lines in accordance with the City of Waco Standard Specifications for Construction and Details. Price per each new sewer service line shall also include restoration of all concrete, curb & gutter, sidewalk, steps, handicap ramps, asphalt, driveways, landscaping, vegetation, irrigation systems, grass, and anything else above ground to pre-project conditions.
- 12.15.1. Where sewer service lines cross sidewalks the Contractor shall remove and replace sidewalk section between joints adjacent to both sides of the service location. This shall be paid for subsidiary to service line bid items.
- 12.15.2. Where sewer service lines are in existing driveways the Contractor shall remove and replace full width of driveway from the street to the property line, and in accordance with the applicable details. This shall be paid for subsidiary to service line bid items.
- 12.15.3. Surface Replacement shall be incidental to the cost of the sewer service.
- 12.16. **Manhole Protection** – The City of Waco requires the interior surface of sanitary sewer manholes to be primed with TNEMEC Series 218 followed by 60 dry mils of protective coating TNEMEC Series 436. The exterior surface of sanitary sewer manholes require protective coating to be added to all exposed applications. The exterior coating shall be extended 18 inches below ground and shall be primed with TNEMEC Series 218 followed by 60 mils minimum of TNEMEC Series 436. In lieu of coating the interior and exterior surfaces of the manholes with TNEMEC, a precast concrete admixture of ConShield, or an approved equal, may be used if the Contractor provides a 5-year maintenance bond warranty for parts and labor for manhole installations. Concrete containing ConShield (or a pre-approved equal) shall be added at a rate of 1 gallon per cubic yard of concrete replacing 1 gallon of water. If ConShield is chosen to be utilized, then Con Tint concrete colorant, or an approved equal, shall be added at the manufacturer’s recommended dosage. Additionally, ConShield Joint Set, or an approved equal, shall be used. A letter from ConShield must be submitted confirming compliance with manufacturer’s recommendations. In the event the contractor elects to utilize the Conshield design for manholes, the Conshield additive and tint must be used for the concrete “donuts.”
- 12.17. **Sanitary Sewer Flow Control** – The Contractor shall submit a bypass pumping plan to the Engineer for review and approval. If building a new sewer in the same location as existing active sewer the following shall be followed:
- 12.17.1. During construction hours, the contractor shall plug the upstream manhole, use it as temporary storage for the upstream wastewater and haul off the wastewater when the manhole has become full or provide temporary 8” service around manhole. When wastewater flow is plugged, or blocked,

sufficient precautions shall be taken to protect the public health and protect wastewater lines from damage. No wastewater shall be allowed to backup into any homes or building. No wastewater shall overflow any manhole, cleanout, or any other sewer access. During any time when an active wastewater line is plugged or blocked, the contractor shall continually observe the conditions upstream of the plug.

- 12.17.2. Outside of construction hours, the contractor shall provide a temporary connection, if necessary, between the old and the new pipe. For all work which will require a temporary interruption of utility service via temporary pump around by-pass system, the Contractor shall submit a proposed pump around work plan which indicates the manpower, tools, fuel, materials, equipment, and procedure to be used to complete the installation, at least 14 calendar days prior to the activity. Pumping plan shall include sufficient pumps and pumping capacity to adequately handle estimated peak wastewater flows. Contractor shall take all necessary precautions at all times to prevent wastewater overflows.
- 12.18. **Abandonment** – It is the Contractor’s responsibility to verify that all flow from existing services, main lines and manholes has been rerouted prior to abandonment.
- 12.19. **Surface Replacement Thickness** – The thickness of the HMAC within the project limits varies as indicated on the geotechnical borings. For the final surface replacement, the thickness of the HMAC shall match that of the existing pavement. Variation in pavement thickness is not grounds for a change order and the appropriate pay item shall be used for all thicknesses.
- 12.20. **Utility Measurement** – All utilities shall be measured and paid for based on the Plan Linear Footage of the Utility. Contractor shall be responsible for incorporating any additional costs due to the true length of pipe based on vertical elevations or wastage of partial pipe. Any change orders that require adjustment to the utilities shall also be measured and paid for by the plan length.
- 12.21. **Dewatering** – There is no pay item for dewatering and no separate payment will be made for dewatering. Any dewatering of the trench required is the responsibility of the contractor and shall be incidental to the bid item for which it pertains. Groundwater discharges from dewatering operations may be discharged into a receiving stream or drainageway provided:
- 12.21.1. No downstream nuisances or property damage occurs.
- 12.21.2. No soil erosion results from said operations.
- 12.21.3. No substantial degradation to the downstream water quality occurs.
- 12.22. **Foundation Course** – A bid item has been included for an additional foundation course of 3x5 rock at the bottom of the trench section per details in drawings. This item will only be used if directed by the City of Waco. If not used, the amount of this item will be deducted from the contract.

13. CONNECTION TO EXISTING UTILITY MAINS

- 13.1. This project requires that the water utility be built as a whole, tested in accordance with the City of Waco requirements, and then connected to the existing main or valves installed for isolation purposes.
- 13.2. Due to interruptions of commercial and/or residential property owners, connections will be required to be conducted outside the normal working hours. Notification of the affected users in advance of the work is required as outlined in Section 2 of the Special Project Notes.
- 13.3. Contractor may be required to complete some or all tie-ins during low demand/low flow periods, which may require completing such tie-ins during night-time hours. No additional payment shall be made to Contractor for night-time work and shall be included as part of their original project bid price.

14. STEEL PLATES

- 14.1. The Contractor will be allowed to use steel plates and pins, secured to the street, if work is to resume within 24 hours. In the event work will not be resumed within 24 hours, the Contractor shall backfill the trench.
- 14.2. Contractor shall comply with Section 23-31 of the City of Waco Code of Ordinances.
- 14.3. When the Contractor elects to use a steel plate a cold asphalt mix ramp will be provided to feather around the plate.
- 14.4. The thickness of plates for trench widths exceeding 72 inches shall be established in an analysis completed by a Licensed Professional Engineer Registered in the State of Texas.
- 14.5. Steel plates must extend a minimum of 24 inches beyond the edges of excavation.
- 14.6. In the event of improper installation of the steel plates that presents a nuisance or a public safety problem, the Contractor shall respond to all excavation restoration requests by the City immediately upon notification. Non-responses will result in the required restoration work being done by the City, with all expenses to be paid by the Contractor.
- 14.7. It is the responsibility of the Contractor to perform and document daily inspections of all active plate(s) or unattended plate(s) location(s), and where necessary take appropriate measures to protect the public safety until work is completed. This documentation shall be available to the inspector upon request. No un-plated excavation shall be left unattended overnight.
- 14.8. All steel plates shall be properly marked with the Contractor's name and Contractor's after- hours contact phone number in the event the plates need to be secured.

15. TEMPORARY STREET REPAIR

- 15.1. To allow for the Contractor to minimize the disruption to the traffic, the Bid Item: Temporary Street Repair is included in the Bid Proposal. This Bid Item shall consist of the Contractor installing and maintaining controlled low strength material (CLSM) in all disturbed pavement pipeline trench areas until permanent pavement is installed by contractor. Although the utility line has not been tested, and approved, use of this Bid Item will allow for traffic disruption to be minimized. Contractor shall maintain

temporary surfacing by immediately filling all ruts and settlement to match and maintain surface grade to existing pavement.

- 15.2. Cost to remove and dispose of the Temporary Street Repair in advance of final permanent street repair will be considered subsidiary to the Temporary Street Repair Bid Item.
- 15.3. Cost of Traffic Control Mobilization and Demobilization due to this requirement will be included in the Traffic Control Implementation Bid Item.
- 15.4. If the utility line fails during testing, the Contractor is required to excavate to make necessary repairs to meet the testing requirements. If the utility line repair is not completed and approved within seven (7) days, the Contractor shall at no additional cost, install Temporary Street Repair at no additional cost to allow traffic to resume.

16. STREET WORK

- 16.1. The Contractor may pave any time (during working hours) the roadway has no standing water on the roadway surface, the roadway surface temperature is at least 60°F and the ambient temperature is at least 50°F and rising. Place mixtures only when the Engineer determines the roadway surface weather and moisture conditions are suitable. The Engineer may restrict the Contractor from paving if the ambient temperature is below 50°F and falling. Cease placement twenty-four (24) hours before the National Weather Service forecast predicts temperatures below 32°F unless otherwise approved.
- 16.2. No asphalt treatments will be applied just prior to a rain event that could result in chemical asphalt or any asphalt by-product pollutant being washed into a stream or stormwater collection system.
- 16.3. No AC or Emulsion for surface treatment items will be placed between October 1 and April 1 unless approved in writing by the Engineer.
- 16.4. Installation of new curb and gutter, concrete fillets and valley gutters; completion of base failure repair; and HMAC grinding and level up work shall be completed prior to the overlay work.
- 16.5. All aggregate for each project will come from the same source or blended sources approved by the Engineer.
- 16.6. Remove all dirt and debris accumulated in the curb and gutter sections prior to beginning paving. Likewise, remove all vegetation from pavement edges prior to operations. This work will be subsidiary to bid items.
- 16.7. When paving more than one section of continuous street, the Engineer or designated representative will have the final decision whether to pave cross streets.
- 16.8. Random cores will be performed by the City for the purpose of payment calculations. Payment calculations will follow TxDOT Special Specification 3076 Dense-Graded Hot-Mix Asphalt.
- 16.9. Surfacing required as repair due to unsatisfactory workmanship by the Contractor will not be paid for directly but shall be deemed the cost responsibility of the Contractor.
- 16.10. Any tracking of asphalt material will be the responsibility of the Contractor to mitigate at no additional expense to the City.

- 16.11. For adjustment of manholes, valves, and vaults the finish elevation of the structure shall be constructed within ¼" inch of adjacent proposed grade.
- 16.12. Manhole and water valve lids shall be adjusted in accordance with COW Standard Details ST-11 and ST-13 respectively.
- 16.13. Any conflicts between City of Waco specifications and Texas Department of Transportation specifications will be directed to the Engineer to provide clarification.
- 16.14. The elevation adjustment of any "SWB or AT&T Manholes" shall be coordinated through Calvin Pewitt of AT&T who can be contacted at (254)757-7810 (office), (254)715-7869 (mobile) or at cp8237@att.com.
- 16.15. Any signs removed shall be replaced the same day.

17. MILLING, BASE REPAIR, AND OVERLAY

17.1. General Process

- 17.1.1. The mill and overlay process consists of milling usually to a depth of 2" where HMAC is to be placed (unless otherwise specified), base failure repair if needed, cleaning, and applying a bonding course (either Tracking-Resistant Asphalt Interlayer of product type Hot Asphalt) and placement of 2" of HMAC, Type D.
- 17.1.2. Adjustments to mill depth shall be made based on the geotechnical boring information provided in the contract book, plans, and/or varying site conditions. The following table shall be used to determine mill and overlay depth based on existing pavement thickness:

EXISTING PAVEMENT THICKNESS	MILL DEPTH	HMAC OVERLAY DEPTH
< 1.5"	0"	2"
1.5" to 2.5"	0.5"	2"
2.5" to 3"	1"	2"
>3"	2"	2"

In areas where existing pavement is less than 2.5", mill to CTB. Mill depth transitions shall occur over a distance of 100 ft (minimum).

- 17.1.3. HMAC overlay shall be tapered over a 4-foot width (min) at edges of pavement to match the elevation of the gutter lip. The minimum thickness of the tapered HMAC overlay shall be 1 inch in the street and 2 inches at the edge of pavement, or to depth of base, whichever is less. Edge milling to depths exceeding those in the table above will be allowed to match the new pavement surface with the existing gutter lip. Exposed base shall receive a prime coat if not overlaid the same day as exposure.
- 17.1.4. Do not mill or overlay concrete pavement.
- 17.1.5. Milling shall be done to match the grade of new and existing surfaces at concrete aprons and valleys, utility vaults (transition so that utility vaults do

not need adjustment and a smooth ride is achieved), concrete street intersections, and along intersecting streets identified in the plans.

- 17.1.6. Where due to milling there is a transverse joint greater than ½” in depth in a travel way a temporary ramp acceptable to the Engineer shall be placed prior to opening to traffic.
- 17.1.7. Millings shall become the property of the Contractor and removed from site. This removal is subsidiary to the unit price for milling and overlay.
- 17.1.8. Milled pavement must be overlaid within 72 hours unless otherwise approved by the City of Waco Project Manager.
- 17.1.9. Adjustment of manholes and valves shall be made to within ¼” of adjacent proposed grade. Note that abandoned valves may exist and will be addressed by the Engineering Inspector during construction. If old style valve boxes are encountered during the raising process, the Contractor shall replace them with boxes meeting the new details. The boxes will be either raised or replaced and paid for by the appropriate bid item. Contractor will not be paid for both. Salvage all water valve covers and deliver to the City’s Utility Department at 200 Colcord Avenue.

17.2. **Base Failure Repair**

- 17.2.1. Base Failure Repair shall utilize Controlled Low Strength Materials (CLSM). The average depth of base failure repair is 8 inches from the bottom of the 4-inch deep saw cut section.
- 17.2.2. At least 14 calendar days prior to the Contractor beginning work on a street, the contractor shall notify the Engineering Inspector and the Contractor will walk the milled lanes with the Engineering Inspector and decide where Base Failure Repair is needed. The City reserves the right to add or subtract locations to receive base failure repair and the final decision will be the City’s. The unit price as bid will be used regardless of the quantity.
- 17.2.3. Base failure repair work shall be done after milling of corresponding lane(s) of roadway and prior to placement of HMA. The City’s intent of the spot base repairs is to keep the work parallel to the curb and gutter and not to extend across the entire width of the road being repaired. Minimum base repair dimensions shall be 7 feet by 10 feet, with the 10 foot dimension in the direction of travel. The width of the base repair shall be increased as needed to prevent the edge of the repair being located in the wheel path.
- 17.2.4. Upon completion of each 4-inch base repair lift, Contractor shall complete a density test and submit results to the Engineering Inspector for review and approval. Density test and report costs shall be subsidiary to the Base Failure Repair cost.
- 17.2.5. Though the City’s Public Works Department has no minimum curing time requirement for the CLSM for base repairs, the Contractor shall work diligently to minimize the impact on the public. Base repair work shall be sequenced such that a lane of traffic may remain open at all times. Removal

of material below the milled surface will be subsidiary to Base Failure Repair. All lanes shall be open to traffic by the close of the working day.

- 17.2.6. The Base Failure Repair quantities provided in the drawings and bid items are estimates only. Engineering Inspector and the Contractor will walk the milled lanes and decide where Base Failure Repair is needed. The final decision will be the City's. The unit price as bid will be used regardless of the quantity.

17.3. Prime Coat for Base Failure Repair and Exposed Base Material

- 17.3.1. The Contractor shall utilize a prime coat asphalt applied as a solid and uniform coat over the entire area of the base failure repair to receive new HMAC. Prime coat material shall be AE-P, MC-30, or approved equal. Before the prime coat is applied, the surface shall be cleaned thoroughly to the satisfaction of the EI. The rate of application shall be 0.15 gal/SY of residual asphalt and shall provide complete and uniform coverage of the repair surface. The EI must approve proper coverage and may suspend paving operations until satisfactory prime coat has been applied. This item shall be subsidiary to the unit price for base failure repair.
- 17.3.2. If base material is exposed, the Contractor shall apply a prime coat of the same material and application rate above within the same day of exposure. Base material shall not be left without a prime coat overnight or if rain is forecasted within 8 hours. This item shall be subsidiary to the mill and overlay work.

17.4. Bonding Course

- 17.4.1. **General – General** - For the bonding course, the Contractor shall use Tracking-Resistant Asphalt Interlayer (TRAIL), product type Hot Asphalt) per TxDOT Special Specification 3084).
- 17.4.2. **TRAIL, product type Hot Asphalt** – Tracking-Resistant Asphalt Interlayer (TRAIL) of the product type Hot Asphalt shall be used per TxDOT Special Specification 3084. The following TRAIL product manufactures are acceptable for use, without exception:
- a. UltraFuse – Trackless Hot Applied by Blacklidge
 - b. Underseal by Jebro
 - c. eTac-HB by Ergon Asphalt and Emulsions

Before the bonding course is applied the surface shall be cleaned thoroughly to the satisfaction of the Engineering Inspector or designated representative. This product shall be applied at the rate of 0.19 GAL/SY (residual asphalt) to provide complete and uniform coverage of the underlying milled material. The Contractor shall also apply a uniform coat to all contact surfaces including curbs, castings, structures and joints to provide a closely bonded, watertight joint. The Engineering Inspector or designated representative must approve proper coverage and may suspend paving operations until satisfactory underseal membrane has been applied. This material will be measured and paid for in accordance with Special Specification 3084.

- 17.4.3. **TRAIL, product type Emulsified Asphalt** – *Tracking-Resistant Asphalt Interlayer (TRAIL) of the product type Emulsified Asphalt per TxDOT Special Specification 3084* TRAIL, may be used in place of TRAIL, product type Hot Asphalt for handwork only in narrow, irregular-shaped areas that are inaccessible to the spray bar and small areas with less than 20 feet longitudinal run. The following TRAIL product manufacturers and products are acceptable for use, without exception:

- UltraTack – Trackless Tack (NTSS-1HM) - by Blacklidge
- NTQS-1HH – by Asphalt Products Unlimited
- CBC-1H by Ergon Asphalt and Emulsions
- CATT-TR Emulsified Asphalt by Wright Asphalt Products Co
- BC-1HT by Ergon Asphalt and Emulsions

Before the Emulsified Asphalt bonding course is applied to narrow, irregular-shaped areas that are inaccessible to the spray bar and small areas with less than 20 feet longitudinal run, the surface shall be cleaned thoroughly to satisfaction of the EI or designated representee. This product shall be applied at the rate of 0.10 GAL/SY residual asphalt rate to provide complete and uniform coverage of the underlying milled material. The contractor shall also apply a uniform coat to all vertical and horizontal contact surfaces including curb, castings, structures and joints to provide a closely bonded, watertight joint. The EI or designated representative must approve proper coverage and may suspend paving operations until satisfactory underseal membrane has been applied. This item shall be paid for by the gallon of residual asphalt placed properly.

17.5. Hot-mix Asphalt Concrete (HMAC)

- 17.5.1. The Contractor may not place the overlay course until approval is requested and written approval is received by the Contractor from the Engineer.
- 17.5.2. HMAC shall be TxDOT Special Specification 3076 Dense-Graded Hot-Mix Asphalt Type D performance graded asphalt 64-22 and shall be applied at a rate of 110 lbs/SY/inch of compacted pavement.
- 17.5.3. HMAC for level up and installation of curb and gutter shall be TxDOT Special Specification 3076 Dense-Graded Hot-Mix Asphalt Type B performance graded asphalt 64-22.
- 17.5.4. The Contractor shall provide results from the mix prior to construction.
- 17.5.5. A City of Waco representative shall inspect the stockpile prior to construction.

18. CURB, GUTTER AND PEDESTRIAN IMPROVEMENTS

- 18.1. Where asphaltic material is present in gutter pan, Contractor shall mill to gutter pan or to a depth of 1 ½", whichever comes first.

- 18.2. The Contractor will be responsible for construction of all curb and gutter, and other tie-ins to meet existing grades as shown in the plans and described in all details and notes.
- 18.3. The Contractor shall work with property owners when working on or near driveways in order to ensure that access is maintained at all times.
- 18.4. All subgrade, fill, and HMAC work required in the curb and gutter details in the plans shall be subsidiary to the Curb and Gutter bid item.
- 18.5. The CI and Contractor will walk lanes to receive surface treatment and determine where curb and gutter replacement is required. The final decision will be the City's. The unit price as bid will be used regardless of the quantity.
- 18.6. Where vegetation is to be established in an area where concrete or asphalt is being removed, Contractor will be paid per square foot for the work. This pay item includes watering and all required care until project acceptance.
- 18.7. All earthwork (cut and fill) required for the work of this contract, unless otherwise specified, is subsidiary to payment for the sidewalk, retaining wall, etc.
- 18.8. At all pedestrian ramp locations, the change in elevation between the curb and gutter and beginning of the ramp rise shall not exceed 1/4-inch.
- 18.9. The maximum cross slope in any direction on the new sidewalk shall be 2% and graded to drain with a minimum slope of 0.5%, unless otherwise noted on plans.
- 18.10. The maximum slope in any direction across a landing shall be 2%. Landings shall be graded to drain with a minimum slope of 0.5%, unless otherwise noted on plans.
- 18.11. The Contractor may scale the length of ramps, dimensions of landings, etc. from the plans for estimating purposes, but these lengths and dimensions are approximate. The Contractor will be responsible for construction of all ramps and landings, sidewalk, vegetated areas, driveways, and other tie-ins to comply with maximum and minimum slopes and widths and to meet existing grades as shown in the plans and described in all details and notes.

19. PEDESTRIAN RAMPS

- 19.1. Each ramp will be bid as a unit price item. The unit price bid will be full compensation for materials, tools, labor and incidentals to construct the ramp, upper and lower landings, detectable warning surface, ramp and landing, curbs, and flares as shown on the plans.

20. PAVEMENT MARKINGS

- 20.1. Place temporary traffic markings that meet the Texas Manual on Uniform Traffic Control Devices on all streets currently marked.
- 20.2. Placement of permanent markings on all streets shall be done as existing, unless indicated in plans. Markings shall meet the requirements of TxDOT Item 666, "Retroreflectorized Pavement Markings." This shall include any non-overlaid concrete sections within the street limits.
- 20.3. Type 1 markings must meet the following minimum retro-reflectivity values for edge line markings, centerline or no passing barrier-line, and lane lines when measured any time after 3 days, but not later than 10 days after application:

- 20.3.1. White markings: 250 millicandelas per square meter per lux (mcd/m²/lx)
- 20.3.2. Yellow markings: 175 mcd/m²/lx
- 20.4. Contractor shall complete the retroreflectivity testing in accordance with TxDOT Item 666 and shall provide written report with test results confirming conformance the required retroreflectivity values.
- 20.5. Placement of Raised Pavement Markers shall be done in accordance with TxDOT Item 672, "Raised Pavement Markers."
- 20.6. The Contractor will supply and install the blue raised reflective markers utilized for all fire hydrants within the work limits. This is included as a line item in the Bid Proposal.
- 20.7. Removal of raised pavement markers as work progresses shall be subsidiary to the various bid items.
- 20.8. Two-way left-turn use arrow pavement markings are to be placed, with 16 feet typical spacing, at or just downstream from the beginning of the two-way left-turn lane, as indicated in plans, per the Texas Manual on Uniform Traffic Control Devices, Section 3B.20.
- 20.9. Pedestrian Crossings are to have 10 feet long by 2 feet wide white bars with 2 feet spacing.
- 20.10. The Contractor shall open the pavement to traffic each night.
- 20.11. Reflective pavement markings of the break type shall be measured and paid for by the linear feet of pavement marking applied. Contractor shall note that the length and spacing of the yellow and white break lines shown on the plans may not be to scale. The length of the lines shall be 10' and the length of the spacing shall be 30'.
- 20.12. Contractor shall arrange construction operations to prevent the hauling of materials through the completed pavement sections unless otherwise approved by the EI or Director of Public Works or her or his designee.

ATTACHMENT "A"
SAMPLE OF PUBLIC NOTIFICATION OF CONSTRUCTION

(TO BE PRINTED ON CONTRACTOR'S LETTERHEAD)

Date:

PROJECT NAME:

LIMITS OF CONSTRUCTION: _____

Estimated Duration of Construction on your Street: _____ days

NOTICE OF CONSTRUCTION

**THIS IS TO INFORM YOU THAT UNDER A CONTRACT
WITH THE CITY OF WACO, (COMPANY NAME) WILL REPLACE WATER
AND WASTEWATER LINES – ON OR AROUND YOUR PROPERTY**

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

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

Mr. (Contractor's Superintendent) at (Telephone Number). OR

Mr. (Inspector) at (Telephone Number)

AFTER 4:30 PM OR ON WEEKENDS, PLEASE CALL _____

PLEASE KEEP THIS FLYER AVAILABLE WHEN YOU CALL

Performance Bond

Bond No. _____

PERFORMANCE BOND

Required by City of Waco where contract is over \$100,000

STATE OF TEXAS
COUNTY OF McLENNAN

KNOW ALL BY THESE PRESENTS: That we (1) _____
_____, (2) a _____ of (3) _____
hereinafter called **Principal** and (4) _____
_____ of _____, State of _____,
which is duly authorized to do business in the State of Texas and is hereinafter called **Surety**, are
held and firmly bound unto City of Waco of McLennan County, Texas in the amount of _____
_____ Dollars (\$
_____) in lawful money of the United States, to be paid in McLennan
County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with City of Waco dated the (5) _____ day of _____,
A.D., 20____, a copy of which is hereto attached and make a part hereof for the construction of:

- | |
|---|
| <p>(1) Correct legal name of Contractor
(2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
(3) City and state of contractor's office
(4) Correct name of Surety along with city and state
(5) Leave dates blank. City will fill in with date of City Council action.</p> |
|---|

NOW THEREFORE, if the Principal shall well, truly and faithfully perform the work in
accordance with the plans, specifications and contract documents during the original term
thereof, and any extensions thereof which may be granted by the City of Waco, with or without
notice to the Surety, and if Principal shall fully satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the City of Waco from all costs and
damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City
of Waco all outlay and expense which the City of Waco may incur in making good any default,
then this obligation shall be void. Otherwise, this obligation remains in full force and effect.

For value received, Surety hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract or to the work performed thereunder, or the
plans, specifications, drawings, etc. accompanying same, with or without notice to Surety, shall
in any way affect its obligation on this Bond; and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the Contract or to the work to be performed
thereunder.

Surety's telephone number is (_____) _____. Any notice of claim shall be

Performance Bond

sent to Surety at:

Mailing address: _____

Address of surety company: _____.

IN WITNESS WHEREOF, this instrument is executed, this the ____ day of _____, A.D.
20____.

NOTE: Date of Bond must NOT be prior to date of Contract or date of Council action, whichever is later.

ATTEST:

(Principal) Secretary

Principal - Contractor*

(Corporate Seal)

BY: _____

Witness as to Principal

Title: _____

Address: _____

Address: _____

ATTEST:

(Surety) Secretary

Surety

(Surety Seal)

BY: _____

Attorney-in-Fact

Witness to Surety

Address: _____

Address: _____

*If Contractor is Partnership, all partners should execute bond. Use extra pages if necessary.

Bond No. _____

PAYMENT BOND

Required by City of Waco where contract is over \$50,000

THE STATE OF TEXAS
COUNTY OF McLENNAN

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
(2) _____ of (3) _____ hereinafter called
Principal and (4) _____
_____ of _____, State of _____
_____, which is duly authorized to do business in the State of Texas and is hereinafter called Surety,
are held and firmly bound unto THE CITY OF WACO of McLENNAN COUNTY, TEXAS, and unto
all persons, firms, and corporations, who may furnish materials for, or perform labor upon the
building or improvements hereinafter referred to in the amount of

_____ Dollars
(\$ _____) in lawful money of the United States, to be paid in McLENNAN
COUNTY, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with THE CITY OF WACO dated the (5) _____ day _____, A.D.,
20____, a copy of which is hereto attached and made a part hereof for _____
_____ (herein called the "Work").

- | |
|---|
| <p>(1) Correct name of Contractor
(2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
(3) City and state of contractor's office
(4) Correct name of Surety along with city and state
(5) Leave dates blank. City will fill in with date of City Council action.</p> |
|---|

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all payment bond beneficiaries as defined in Chapter 2253 of the Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise the obligation shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract, with or without notice to Surety, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed under the Contract.

The Surety agrees to pay the City of Waco upon demand all loss and expense, including attorney's fees and court costs, incurred by the City of Waco by reason of or on account of any breach of this obligation by the Surety.

This bond is made for and entered into solely for the protection of all payment bond beneficiaries supplying labor and materials in the prosecution of the work provided for in said contract, and all such payment bond beneficiaries shall have a direct right of action under the bond as provided in Chapter 2253 of the Texas Government Code.

PROVIDED FURTHER, that no final settlement between the City of Waco and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Surety's telephone number is (_____) _____. Any notice of claim shall be sent to Surety at:

Mailing address: _____

Address of surety company: _____

IN WITNESS WHEREOF, this instrument is executed, this the _____ day of _____, A.D. 20____.

NOTE: Date of Bond must NOT be prior to date of Contract or date of Council action, whichever is later.

ATTEST:

(Principal) Secretary

(Corporate Seal)

Witness as to Principal

Address: _____

ATTEST:

(Surety) Secretary

(Surety Seal)

Witness to Surety

Address: _____

Principal - Contractor*

BY: _____

Title: _____

Address: _____

Surety

BY: _____

Attorney-in-Fact

Address: _____

*If Contractor is Partnership, all partners should execute bond. Use extra pages if necessary.

APPENDIX D

Forms to Complete and Return

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Business Identification Form
- (3) Application for Local Preference Consideration 271.905b
- (4) Application for Local Preference Consideration 271.9051b
- (5) Conflict of Interest Questionnaire (CIQ form)
- (6) Disclosure of Relationships with City Council/Officers (City Charter)
- (7) HB 89 (Israel Form)
- (8) HB 89 (Firearms Form)
- (9) HB 89 (Energy Form)
- (10) Women Owned Business & HUB Certification
- (11) Litigation Disclosure
- (12) Certification Regarding Debarment
- (13) Non-collusion Affidavit
- (14) Resident Certification
- (15) Texas Public Information Act
- (16) Drug Free Workplace

Submission of Bid/Proposal and Acknowledgment of Addenda

RFB/P No. 2023-023, Issued by City of Waco, Texas

The entity identified below hereby submits its response to the above identified RFB/P. The entity affirms that it has examined and is familiar with all of the documents related to RFB/P.

DECLARATION OF INTENT

I attest that the bid submitted is: (check one box below)

- ☐ 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- ☐ 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.
- or
- ☐ 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Date : _____

Proposal of (entity name) _____

Signature of Person Authorized

to Sign Submission: _____

Signor's Name and Title

(print or type): _____

PLEASE SIGN AND RETURN WITH BID

**BUSINESS ENTITY IDENTIFICATION**

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: _____

Doing Business As (assumed name): _____

Main Contact Person: _____

Registered Office Address: _____

Business Phone #: _____ Fax#: _____

Email Address: _____ DUNS Number: _____

Check the appropriate box to designate the type of business entity and complete the information below.

Is entity: ☐ Sole Proprietorship ☐ Corporation ☐ Professional Corporation
☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Limited Liability Company ☐ Professional Limited Liability Company
☐ Other _____

Date Business Started: _____ State Where Started: _____

If the entity was formed in another state, registration with the Texas Secretary of State may be required before transacting business in Texas. See http://www.sos.state.tx.us/corp/foreign_outofstate.shtml

Publicly traded company ☐ No ☐ Yes – Where Traded: _____

Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below -

To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.

1	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
2	Position or title with business entity	
3	Address (<i>if different from above</i>)	
4	Who is authorized to execute contracts and other documents?	
5	What is the title or position of the person listed in #4?	
6	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provision, corporate bylaw, etc), the certification below may be signed and that document attached to this page.

CERTIFICATION REGARDING ATTACHED DOCUMENT

I, the undersigned person, as the *{title}* _____ of
{business entity} _____, certify that the attached
 document authorizes *[name of person]* _____ to execute
 contracts and other documents on behalf of said business entity and said document has not been revoked,
 altered, or amended and is still in full force and effect.

SIGNED this _____ day of _____, 20____

 (Signature)

 Print Name

Attach Document to this Form

If a corporation does not have a document authorizing someone execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of _____
(Name of Corporation)

that _____ is hereby authorized to execute a contract with the
(Name)

City of Waco to complete/construct _____
(Name of Project, Project No.)

_____, Secretary is authorized to attest he signature binding the corporation.

(Corporate Seal)

Corporate Name

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution was
(Secretary of Corporation)

adopted by the Board of Directors of _____
(Corporation)

at a meeting on the _____ day of _____, 20__.

(Signature of Secretary)

(Print Name of Secretary)

(Email Address)

AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY, CORPORATION OR PARTNERSHIP

Name of Business Entity: _____

Which is: ☐ Corporation ☐ Professional Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Limited Liability Company
☐ Professional Limited Liability Company

On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

Name: _____

Title: _____

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

Signature

Print Name

Print Title

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, A.D., 20____.

(seal)

Notary Public

My Commission Expires:

Application for Local Preference Consideration

Section 271.905 (b) of the Texas Local Government Code
 “CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS:

**If you DO NOT have your principal place of business located within the City of Waco city limits –
 STOP – do not fill out this form.**

Texas Local Government Code Section 271.905 (b): In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES NOT MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS.

BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:

1. **Complete this form; and**
2. **Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of Waco that will be created if you are awarded this contract. Include the number of City of Waco residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Waco if you are awarded this contract.**

I certify that I am a local bidder.

COMPANY NAME: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (DO NOT PUT P.O. MAILING ADDRESS):

PRINTED NAME: _____

SIGNATURE: _____

*** Read item #2 above BEFORE signing. ***

PLEASE SIGN AND RETURN WITH BID

Application for Local Preference Consideration

Section 271.9051 (b) of the Texas Local Government Code
 “CONSIDERATION OF LOCATION OF BIDDERS PRINCIPAL PLACE OF BUSINESS IN
 CERTAIN MUNICIPALITIES”:

**If you DO NOT have your principal place of business located within the City of Waco city limits –
 STOP – do not fill out this form.**

Texas Local Government Code Section 271.9051 (b): In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

THIS “APPLICATION FOR LOCAL PREFERENCE CONSIDERATION” DOES NOT MEAN THAT THE CITY OF WACO IS LIMITING RESPONSES TO THIS REQUEST FOR BIDS/PROPOSALS TO ONLY THOSE BUSINESSES LOCATED WITHIN THE CITY LIMITS. ALL BIDS/PROPOSALS ARE WELCOME. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS.

BIDDERS WHO WISH TO QUALIFY UNDER THE LOCAL PREFERENCES LAW MUST HAVE THEIR PRINCIPAL PLACE OF BUSINESS LOCATED WITHIN THE WACO CITY LIMITS.

If your principal place of business is within the Waco city limits AND you want to apply for local preference consideration, then you MUST:

1. **Complete this form; and**
2. **Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of Waco that will be created if you are awarded this contract. Include the number of City of Waco residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Waco if you are awarded this contract.**

I certify that I am a local bidder.

COMPANY NAME: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS (DO NOT PUT P.O. MAILING ADDRESS):

PRINTED NAME: _____

SIGNATURE: _____

*** Read item #2 above BEFORE signing. ***

PLEASE SIGN AND RETURN WITH BID



INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Waco.

What family relationships create a conflict?

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Waco?

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the person or company who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Waco officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the “Yes” or “No” box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of

Chapter 176 of the Texas Local Government Code can be found at:

http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG_176.htm

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Waco

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

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

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

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

Complete A-B if a conflict exist

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

Identify and describe the relationship, if applicable

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

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date



DISCLOSURE OF RELATIONS WITH CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: _____

Is the above entity: **(Check one)**

- ☐ A corporation ☐ A partnership ☐ A sole proprietorship or an individual
☐ Other (specify): _____

Check all applicable boxes.

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Waco?

- ☐ NO -- there is no such relationship between Entity/Business/Person and the City of Waco.
☐ YES, a person who is a/an ☐ owner, ☐ principal, or ☐ manager of this entity/business/person

is: **(Check all applicable boxes below)**

- ☐ related to by blood or marriage* and/or ☐ a member of the same household as
and/or ☐ financially dependent upon** and/or ☐ financially supporting**
to a City of Waco ☐ City Council member, ☐ officer or ☐ employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

** As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manger of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manger of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

- ☐ NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).
☐ YES, a person is **(Check all applicable boxes)**

- (a) a current City of Waco ☐ City Council member, ☐ officer or ☐ employee,
(b) and is ☐ an owner, ☐ a principal, or ☐ a manager of the entity/business/person listed in #1,
or ☐ an employee or ☐ an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: _____ Phone #: _____ Date: _____

Print Name: _____ Print Title: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

- (1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;
- (2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;
- (3) "Discriminate against a firearm entity or firearm trade association":
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

- (4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;
- (5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;
- (6) "Firearm entity" means:
 - (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer: and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code;
- (7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and
2. Company will not boycott energy companies during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____



**CITY OF WACO
PURCHASING
MINORITY / WOMEN OWNED BUSINESS CERTIFICATION**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

Certification: Bidder declares a minority and/or women owned business status:

_____ YES _____ NO

If yes, check one of the blocks (indicate male or female):

Black M/F_____; Hispanic M/F_____; Woman_____; Asian M/F_____;

Native American M/F_____; Service Disabled Veteran of 20% or more M/F_____.

HUB certified _____ YES _____ NO

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

☐ Yes

☐ No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

☐ Yes

☐ No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

☐ Yes

☐ No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.

INSTRUCTIONS FOR CERTIFICATION REGARDING
Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Purchasing Department**

Post Office Box 2570

Waco, Texas 76702-2570

254 / 750-8060

Fax: 254 / 750-8063

www.waco-texas.com**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

Project Name: _____

Location: _____

RFB/RFP #: _____

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company_____
Name and Title of Authorized Representative_____
Signature_____
Date



Notary Public Signature

RESIDENT CERTIFICATION

Chapter 2252 of the Texas Government Code “CONTRACTS WITH GOVERNMENTAL ENTITY, SUBCHAPTER A. NONRESIDENT BIDDERS”:

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

- (1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that as defined in Texas Government Code, Chapter 2252 that:

☐ Yes, I am a Texas Resident bidder

☐ No, I am not a Texas Resident bidder

COMPANY NAME: _____

PRINTED NAME: _____

SIGNATURE: _____

PLEASE SIGN AND RETURN WITH BID



TEXAS PUBLIC INFORMATION ACT
Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and **bid sheet with pricing**) that are **not confidential**. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

☐ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

☐ The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____

_____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

PLEASE SIGN AND RETURN WITH PROPOSAL/BID

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. Contractor certifies that he/she will provide a drug-free workplace by:
 - (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in Contractor's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) Contractor's policy of maintaining a drug-free workplace;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
 - (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
 - (e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
 - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____ Zip Code: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

APPENDIX E

Technical Specifications

In addition to the attached Specification and/or Drawings, the “City of Waco Standard Specifications for Construction” dated January 2013 is incorporated herein by reference for all intents and purposes except for the General Provisions [GP-1 to GP-80] as this project will be administered under the EJCDC Standard General Conditions of the Construction Contract (2007 editions) as modified by the Supplementary Conditions and Special Project Provisions. If a standard specified in the City of Waco Standard Specifications conflicts with a standard included within an attached specification and/or drawing, the attached specification and/or drawing controls. If the standard is unclear, the Deputy Director Water Utility Services for the City of Waco will determine which standard controls and his determination shall be final.

A copy of “City of Waco Standard Specifications for Construction” and the City of Waco Standard Details may be obtained by accessing the City of Waco website at <https://www.waco-texas.com/engineering-specifications.asp>

SECTION 31 23 19

DEWATERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for excavations.
- B. Protection of excavations and trenches from surface runoff.
- C. Disposing of removed ground water by approved methods.

1.2 REFERENCES

- A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb Rammer and 12" Drop.
- B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).
- C., Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

1.3 DEFINITIONS

- A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.
 - 1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed ground water by approved methods. Intent of dewatering is to increase stability of excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures, piping and other installations.
 - 2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of excavations.
- B. Excavation drainage includes keeping excavations free of surface and seepage water.
- C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect Work from any source of surface water.
- D. Equipment and instrumentation for monitoring and control of ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.4 PERFORMANCE REQUIREMENTS

- A. Conduct subsurface investigations as needed to identify ground water conditions and to provide parameters for design, installation, and operation of ground water control systems.

- B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Section 31.23.15 - Trench Safety Systems, to produce the following results:
 - 1. Effectively reduce hydrostatic pressure affecting:
 - a) Excavations (including utility trenches);
 - b) Excavation, face stability or seepage into excavations.
 - 2. Develop a substantially dry and stable subgrade for subsequent construction operations.
 - 3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.
 - 4. Prevent the loss of fines, seepage, boils, quick condition, or softening of foundation strata.
 - 5. Maintain stability of sides and bottom of excavations.
- C. Provide ground water control systems which may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.
- D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.
- E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water away from excavations.
- F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.
- G. Assume sole responsibility for ground water control systems and for any loss or damage resulting from partial or complete failure of protective measures, and any settlement or resultant damage caused by ground water control operations. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by ground water control systems or resulting from failure of system to protect property as required.
- H. Provide an adequate number of piezometers installed at the proper locations and depths as required to provide meaningful observations of conditions affecting excavations, adjacent structures, and water wells.
- I. Provide environmental monitoring wells installed at proper locations and depths as required to provide adequate observations of hydrostatic conditions and possible contaminant transport from contamination sources into work area or into the ground water control system.
- J. Decommission piezometers and monitoring wells installed during design phase studies and left for Contractors monitoring and use, if applicable.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Comply with requirements of agencies having jurisdiction.
- B. Comply with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Water Well Drillers Association for development, drilling, local underground water district, and abandonment of wells used in dewatering system.
- C. Prior to beginning construction activities, file Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under Texas Pollutant Elimination System (TPDES) General Permit No. TXR150000, administered by Texas Commission on Environmental Quality (TCEQ). General permit falls under provisions of Section 402 of Clean Water Act and Chapter 26 of Texas Water Code.

- D. Prepare submittal form and submit to TCEQ along with application fee.
- E. Upon completion of construction, file Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES General Permit with TCEQ.
- F. Obtain all necessary permits from agencies with control over use of ground water and matters affecting well installation, water discharge, and use of existing storm drains and natural water sources. Because review and permitting process may be lengthy, take early action to pursue and submit for required approvals.
- G. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.
- H. Conduct sampling and testing of ground water and receiving waters as outlined in Article 3 below.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

- A. Equipment and materials are at option of Contractor as necessary to achieve desired results for dewatering.
- B. Eductors, well points, or deep wells, where used, shall be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.
- C. All equipment must be in good repair and operating order.
- D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 - EXECUTION

3.1 GROUND WATER CONTROL

- A. Perform a subsurface investigation by borings as necessary to identify water bearing layers, piezometric pressures, and soil parameters for design and installation of ground water control systems. Perform pump tests, if necessary to determine drawdown characteristics of water bearing layers.
- B. Provide labor, material, equipment, techniques and methods to lower, control, and handle ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.
- C. Install, operate, and maintain ground water control systems in accordance with ground water control system design. Notify Inspector in writing of any changes made to accommodate field conditions and changes to Work. Revise ground water control system design to reflect field changes.
- D. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.
- E. Monitor operations to verify that system lowers ground water piezometric levels at a rate required to maintain a dry excavation resulting in a stable subgrade for prosecution of subsequent operations.
- F. Where hydrostatic pressures in confined water bearing layers exist below excavation, depressurize those zones to eliminate risk of uplift or other instability of excavation or installed works. Allowable piezometric elevations shall be defined in ground water control system design.

- G. Remove ground water control installations.
 - 1. Remove pumping system components and piping when ground water control is no longer required.
 - 2. Remove piezometers and monitoring wells when directed by Engineer.
 - 3. Grout abandoned well and piezometer holes. Fill piping that is not removed with cement-bentonite grout or cement-sand grout.
- H. During backfilling, dewatering may be reduced to maintain water level a minimum of 5 feet below prevailing level of backfill. However, do not allow that water level to result in uplift pressures in excess of 80% of downward pressure produced by weight of structure or backfill in place. Do not allow water levels to rise into cement stabilized sand until at least 48 hour after placement.
- I. Provide a uniform diameter for each pipe drain run constructed for dewatering. Remove pipe drain when it has served its purpose. If removal of pipe is impractical, provide grout connections at 50-foot intervals and fill pipe with cement-bentonite grout or cement-sand grout when pipe is removed from service.
- J. Extent of construction ground water control for structures with a permanent perforated underground drainage system may be reduced, such as for units designed to withstand hydrostatic uplift pressure. Provide a means for draining the affected portion of underground system, including standby equipment. Maintain drainage system during operations and remove it when no longer required.
- K. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.
- L. In unpaved areas, compact backfill to not less than 95% of Standard Proctor maximum dry density in accordance with ASTM D 698. In paved areas (or areas to receive paving), compact backfill to not less than 98% of Standard Proctor maximum dry density in accordance with ASTM D 698.

3.2 REQUIREMENTS FOR EDUCTOR, OR WELL POINTS

- A. For above ground piping in ground water control system, include a 12" minimum length of clear, transparent piping between every eductor well or well point and discharge header so that discharge from each installation can be visually monitored.
- B. Install sufficient piezometers or monitoring wells to show that all trench or shaft excavations in water bearing materials are pre-drained prior to excavation. Provide separate piezometers for monitoring of dewatering and for monitoring of depressurization. Install piezometers and monitoring wells for tunneling as appropriate for Contractor's selected method of work.
- C. Install piezometers or monitoring wells not less than one week in advance of beginning any associated excavation (including trenching).
- D. Dewatering may be omitted for portions of underdrains or other excavations, but only where auger borings and piezometers or monitoring wells show that soil is pre-drained by an existing system such that criteria of ground water control system design are satisfied.
- E. Replace installations that produce noticeable amounts of sediments after development.
- F. Provide additional ground water control installations, or methods, in event that installations according to ground water control system design do not provide satisfactory results based on performance criteria defined by ground water control system design and by these specifications.

3.3 EXCAVATION DRAINAGE

- A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. Excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.4 MAINTENANCE AND OBSERVATION

- A. Conduct daily maintenance and observation of piezometers or monitoring wells while ground water control installations or excavation drainage are operating in an area or seepage into tunnel is occurring. Keep system in good condition.
- B. Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells as necessary to meet observation schedule.
- C. Cut off piezometers or monitoring wells in excavation areas where piping is exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make observations, as specified.
- D. Remove and grout piezometers inside or outside the excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by Engineer.

3.5 MONITORING AND RECORDING

- A. Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Also monitor and record water level and ground water recovery. These records shall be obtained daily until steady conditions are achieved, and twice weekly thereafter.
- B. Observe and record elevation of water level daily as long as ground water control system is in operation, and weekly thereafter until Work is completed or piezometers or wells are removed, except when Engineer determines that more frequent monitoring and recording are required. Comply with Inspector's direction for increased monitoring and recording and take measures as necessary to ensure effective dewatering for intended purpose.

3.6 SAMPLING, TESTING AND DISPOSAL OF GROUND WATER

- A. It is the intent that Contractor discharge groundwater primarily into adjacent stream only if groundwater is uncontaminated and quality of ground water is equal to or better than quality of receiving stream.
- B. Contractor shall prevent ground water from trench or excavation dewatering operations from discharging directly into storm water system prior to testing and authorization. Ground water from dewatering operations shall be sampled and tested, and disposed of by approved methods.
- C. Laboratory analysis of groundwater and receiving water quality is to be performed by Contractor at Contractor's expense, prior to commencing discharge, and groundwater analysis shall be performed by Contractor at a minimum of once per week. Contractor shall coordinate with Engineer on all laboratory analysis. Laboratory analysis of groundwater shall also be performed at each new area of construction prior to discharge from that location.
- D. Sample containers, holding times, preservation methods, and analytical methods, shall either follow requirements in 40 CFR Part 136 (as amended), or latest edition of "Standard Methods for Examination of Water and Wastewater." Any laboratory providing analysis must be accredited or certified by Texas Commission on Environmental Quality according to Title 30 Texas Administrative Code (30 TAC) Chapters 25 for matrices, methods, and parameters of analysis, if available, or be exempt according to 30 TAC §25.6.

- E. Analysis of ground water discharge shall show it to be equal to or better than quality of first natural body of receiving water. This requires testing of both receiving water and a sample of ground water. All parts of this procedure shall be complete prior to any discharge of ground water to storm water system.

GROUND WATER DISCHARGE LIMITS			
Parameter	Ground Water Monitoring Frequency	Receiving Water Monitoring Frequency	Maximum Limitation
Total Dissolved Solids (TDS)	Initial + Weekly	Once Prior to Discharge	< Receiving Water
Total Suspended Solids (TSS)	Initial + Weekly	Once Prior to Discharge	< Receiving Water
Total Petroleum Hydrocarbons	Initial + Weekly		15 mg/L
Total Lead	Initial + Weekly		0.1 mg/L
Benzene	Initial + Weekly		0.005 mg/L
Total BTEX	Initial + Weekly		0.1 mg/L
Polynuclear Aromatic Hydrocarbons	Initial + Weekly		0.01 mg/L

1. Analyze Ground Water for Hydrocarbon Contamination. All other parameters listed on Ground Water Discharge Limits table must be analyzed prior to ground water discharge to storm water system. If no limits are exceeded, ground water discharge to storm water system may be authorized following notification to MS4 operator (City of Waco) and all Pollution Prevention Measures for project are in place. Analytical results shall be on-site or readily available for review by local, state or federal inspectors. Note that this step is frequently done simultaneously with Step 2 above to shorten analytical processing time.
2. Pollution Prevention Measures. A storm water pollution prevention plan or pollution control plan shall be developed and implemented prior to any ground water discharges to storm water system. Plan's objectives are to limit erosion and scour of the storm water system, and minimize Total Suspended Solids (TSS) and other forms of contamination, and prevent any damage to storm water system. Note that ground water discharges must cease immediately upon first recognition of contamination, either by sensory or analytical methods. If discharge of groundwater results in any damages to storm water system, the responsible party shall remediate any damage to storm water system and environment to the satisfaction of Storm Water Department and/or any State or Federal Regulatory Agency.
3. MS4 Operator Notification. MS4 operator shall be notified prior to ground water discharge to storm water system. Contractor shall contact City representative to request authorization to discharge ground water.
Notification shall include:
Project Name:
Responsible Party:
Discharge Location:
Receiving Water:
Estimated Time of Discharge:
Linear Project: Yes / No
Pollution Prevention Measures Implemented:

Statement indicating all sampling and testing has been conducted and meets requirements of a legitimate discharge.

- F. Discharges to Wastewater System. In the event that groundwater does not equal or exceed receiving water quality, an alternative disposal option would include pumping to nearest sanitary sewer system. Discharge to sanitary sewer system requires a permit from Wastewater Department. If discharging to temporary holding tanks and trucking to a sanitary sewer or wastewater treatment plant, costs for these operations shall be negotiated.
- G. Other groundwater disposal alternatives or solutions may be approved by Engineer on a case by case basis.

3.7 MEASUREMENT AND PAYMENT

- A. Control of ground water, if required, will be subsidiary to various bid items and no separate payment will be made for dewatering.

END OF SECTION

SECTION 33 05 15 - FIBERGLASS MANHOLES

PART 1 GENERAL

1.1 SUMMARY

- A. Fiberglass manholes

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Fiberglass Manhole:
 - 1. Basis of Measurement: Per each.
 - 2. Basis of Payment: Includes excavation, foundation, bedding, embedment, manhole, backfill, concrete, anchor, and connection to piping, ring & cover.

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM D3753 - Standard Specifications for Fiberglass Reinforced Polyester Manholes and Wetwells.

1.4 DEFINITIONS

- A. Bedding: Coarse aggregate fill placed under manhole prior to subsequent backfill operations.

1.5 SUBMITTALS

- A. Product Data: Submit data indicating fiberglass manholes and accessories.
 - 1. Details of joints, gaskets, fittings
 - 2. Shop drawings for each manhole shall be signed by a professional engineer licensed in the State of Texas
- B. Manufacturer's Installation Instructions: Submit instructions for installation of manholes.
- C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- D. Project Record Documents: Record location of manholes, connections, and invert elevations.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Accept manholes on site. Inspect for damage.
- B. Store manholes in areas protected from weather, moisture, or damage. Do not store directly on ground. Take precautions to prevent damage to interior or exterior surfaces when handling.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Conduct operations not to interfere with, interrupt, damage, destroy, or endanger integrity of surface structures or utilities, in immediate or adjacent areas.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements and elevations prior to fabrication.

1.9 SCHEDULING

- A. Schedule work after excavation and foundation course work and prior to connecting piping work.

PART 2 PRODUCTS

2.1 FIBERGLASS MANHOLES

- A. Manufacturers:
 - 1. LF Manufacturing, Inc., Giddings, Texas.
 - 2. Containment Solutions.
- B. Manhole:
 - 1. Glass Fiber-Reinforced Polyester (Fiberglass) Manholes shall be a one-piece monolithic designed unit of FRP or tee-based manhole with single piece riser section.
 - 2. Exterior Surface: The exterior surface of the manhole shall have a gray pigment UV inhibitor added for a minimum thickness of 0.125 inches.
 - 3. The fiberglass manhole riser and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection system.
 - 4. Dimension: Shall be as shown in the contract drawings with a minimum wall thickness of 0.50 inches
 - a. Manhole bottom shall be resin fiber-reinforced with a minimum 0.50 inches thick and be fabricated with a minimum 3-inch wide anti-floatation ring.
 - b. Manhole shall contain a full depth internal, integral invert with sloped bench.
 - 5. Configuration: The manway reducer must provide a bearing surface on which a standard ring and cover may be supported and adjusted to grade. The reducer shall be joined to the barrel section at the factory with resin and glass fiber reinforcement to achieve the required monolithic design.
 - a. Manhole shall be designed to accommodate AASHTO HS-20 loads.
 - 6. Marking and Identification: All manholes shall be marked in letters no less than 1-inch in height with the following information:
 - a. Manufacturer's name
 - b. Manufacturer's factory location
 - c. Manufacturer's serial number
 - d. Manhole length
 - e. ASTM Designation
- C. Tee-Base Manhole
 - 1. Shall be constructed of mitered sections of the same fiberglass piping being of each adjacent segment and be connected with fiberglass reinforced laminations.
 - 2. Diameter and length of the tee base section and vertical leg shall be as shown on the contract drawings.

3. Pipes used to construct the tee base shall have the same stiffness as the adjacent line piping.
 4. Fabricate tee base section with a mitered elbow configuration to achieve the required angles shown on the contract drawings. Maximum angle of each miter is 30 degrees.
- D. Manhole Frames and Covers:
1. Frames, Grates, Rings and Covers: In accordance with contract drawings
 2. Furnish 30 inches minimum opening.
- E. Base Pad: Cast-In-Place concrete of type specified in drawings. All concrete shall contain antimicrobial admixture for sulfate resistant concrete. Increase thickness of concrete base as required to prevent flotation. Provide anchorage to concrete base.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

- A. Correct over excavation with coarse aggregate.
- B. Remove large stones or other hard matter impeding consistent backfilling or compaction.

3.3 FOUNDATION

- A. When indicated in Drawings, install geotextile fabric and geogrid over subgrade in accordance with manufacturer's instructions.
 1. Lap ends and edges a minimum of 6 inches.
 2. Anchor fabric to subgrade when required to prevent displacement while foundation material is placed.
- B. Place foundation material at bottom of excavation, level materials in continuous layer not exceeding 6 inches per lift.
- C. Foundation material to attain required compaction density.

3.4 MANHOLE INSTALLATION

- A. Form bottom of excavation to correct elevation.
- B. Form and place cast-in-place concrete base pad, with provision for sanitary sewer pipe end sections.
- C. Establish elevations and pipe inverts for inlets and outlets as indicated on Drawings.

- D. Mount frame and cover level, secured to top cone section to elevation as indicated on Drawings.

3.5 BACKFILLING

- A. Backfill excavations for Manholes in accordance with Contract Drawings
- B. Compact backfill for Manholes in accordance with Contract Drawings

3.6 TESTING

- 1. General: Test using air whenever possible prior to backfilling to assist in locating leaks. Make joint repairs on both outside and inside of joint to ensure permanent seal. Test manholes with manhole frame set in place.
- 2. Vacuum test in accordance with ASTM C1244 and as follows:
 - a. Plug pipe openings; securely brace plugs and pipe.
 - b. Inflate compression band to effect seal between vacuum base and structure; connect vacuum pump to outlet port with valve open; draw vacuum to 10 inches of Hg; close valve; start test.
 - c. Test:
 - 1) Determine test duration for manhole from the following table:

Manhole Diameter	Test Period
4 feet	60 seconds
5 feet	75 seconds
6 feet	90 seconds
7 feet	105 seconds
8 feet	120 seconds

- 2) Record vacuum drop during test period; when vacuum drop is greater than 1 inch of Hg during test period, repair and retest manhole; when vacuum drop of 1 inch of Hg does not occur during test period, discontinue test and accept manhole.
 - 3) When vacuum test fails to meet 1 inch Hg drop in specified time after repair, repair and retest manhole.

3.7 PROTECTION OF FINISHED WORK

- A. Protect manhole from damage or displacement until backfilling operation is in progress.

END OF SECTION

SECTION 33 31 14 - Centrifugally Cast Fiberglass Reinforced Polymer Mortar Pipe (CCFRPM)

PART 1 GENERAL

1.1 SUMMARY

- A. Centrifugally Cast Fiberglass Reinforced Polymer Mortar Pipe (CCFRPM).

1.2 REFERENCES

- A. ASTM D3262 – Standard Specification for “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Sewer Pipe.
- B. ASTM D4161 – Standard Specification for “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Joints Using Flexible Elastomeric Seals.
- C. ASTM D2412 – Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
- D. ASTM D3681 – Standard Test Method for Chemical Resistance of “Fiber glass” Pipe in a Deflected Condition.
- E. ASTM D638 – Test Method for Tensile Properties of Plastics.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Pipe and Fittings:
 - 1. Basis of Measurement: By the linear foot. Paid for as Street Trench (areas subject to or influenced by vehicular traffic) Trench depths shall be paid as follows: (all depths).
 - 2. Basis of Payment: Includes materials, labor, tools, equipment, excavation, bedding, embedment, backfill, pipe and fittings, to indicated depth, connection to existing sewer and new manholes, all testing and for all other incidentals necessary to complete the pipe installation as indicated

1.4 SUBMITTALS

- A. Product Data: Certified Test Reports from the manufacturer’s testing facility of centrifugally cast fiberglass reinforced polymer mortar pipe certifying that pipe has been tested in accordance with and exceeds the minimum requirements of ASTM D3262, ASTM D2412, and ASTM D3681
- B. Shop Drawings: Show:
 - 1. Critical dimensions (Wall thickness, Pipe length, class, diameter), joint details and connections, fasteners, gaskets details, anchors, specials.
 - 2. Materials of construction.
- C. Manufacturer’s instructions for handling, transporting, loading, storage, and installation of pipe.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Pipe delivery, storage, and handling shall be in accordance with manufacturer's recommendations.
- B. The Owner or other designated representative shall be entitled to inspect pipes or witness the pipe manufacturing. Material found to be defective due to manufacture or damage in shipment shall be rejected and removed from the job site.
- C. Manufacturer's Notification to Customer: Should the Owner request to see specific pipes during any phase of the manufacturing process, the manufacturer must provide the Owner with adequate advance notice of when and where the production of those pipes will take place.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Resin System: The manufacturer shall use only polyester resin systems with a proven history of performance in wastewater systems. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product. Internal resin shall be resistant to exposure to sulfuric acid as produced by biological activity from hydrogen sulfide gases.
- B. Glass Reinforcements: The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade E-glass filaments with binder and sizing compatible with impregnating resins.
- C. Silica Sand: Sand shall be a minimum 98% silica with a maximum moisture content of 0.2%.
- D. Additives: Resin additives, such as curing agents, pigments, dyes, fillers, thixotropic agents, etc., when used, shall not detrimentally effect the performance of the product.
- E. Elastomeric Gaskets: Gaskets shall meet ASTM F477 and be supplied by qualified gasket manufacturers and be suitable for the service intended.
- F. Tee-Base: Manhole tee-base shall be constructed of mitered sections of CCFRPM sewer pipe connected with fiberglass reinforced laminations. Pipe used to construct the tee-base shall have the same stiffness as the adjacent line. The tee-base shall meet the requirements of ASTM D3262, project drawings/specifications, and shall be provided by pipe manufacturer.

2.2 MANUFACTURE AND CONSTRUCTION

- A. Pipes: Manufacture pipe by the centrifugal casting process to result in a dense, nonporous, corrosion-resistant, consistent composite structure. The interior surface of the pipes exposed to sewer flow shall provide crack resistance and abrasion resistance. The exterior surface of the pipes shall be comprised of a sand and resin layer which provides UV protection to the exterior.

- B. Joints: Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets as the sole means to maintain joint watertightness. The joints must meet the performance requirements of ASTM D4161. Joints at tie-ins, when needed, may utilize gasket-sealed closure couplings.
- C. Fittings: Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall be capable of withstanding all operating conditions when installed. They may be contact molded or manufactured from mitered sections of pipe joined by glass-fiber-reinforced overlays.
- D. Markings: Each length of pipe shall be marked in at least one location using large, easily legible, permanent letters indicating the manufacturer name, manufacturer number (identifies factory, location, date manufactured, shift and sequence), nominal diameter, laying lengths, pipe stiffness, ASTM Designation.
- E. Acceptable Manufacturer: HOBAS Pipe USA.

2.3 DIMENSIONS

- A. Diameters: The actual outside and inside diameter of the pipes shall be in accordance with ASTM D3262 and per manufacturer's literature.
- B. Lengths: Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be nominal +1, -4 inches.
- C. Wall Thickness: The minimum wall thickness shall be the stated design thickness.
- D. Pressure Class: Shall not be less than PN-25
- E. Stiffness Class: The stiffness class of the pipe shall meet all project requirements including the ability to withstand all external loads, construction loads and not be less than SN 72.
- F. End Squareness: Pipe ends shall be square to the pipe axis with a maximum tolerance of 1/8".
- G. Roundness: The pipe shall be round within 0.1% of the outside diameter.

2.4 TESTING

- A. Pipes: Pipes shall be manufactured and tested in accordance with ASTM D3262.
- B. Joints: Coupling joints shall meet the requirements of ASTM D4161.
- C. Stiffness: Minimum pipe stiffness when tested in accordance with ASTM D2412 shall normally be 72 psi.

2.5 Customer Inspection

- A. The owner or other designated representative shall be entitled to inspect pipes or witness the pipe manufacturing.

- B. Manufacturer's Notification to Customer: Should the owner request to see specific pipes during any phase of the manufacturing process, the manufacturer must provide the Owner with adequate advance notice of when and where the production of those pipes will take place.

2.6 Packaging, Handling, Shipping

- A. Packaging, handling, shipping, unloading, and storage of pipe shall be done in accordance with the manufacturer's instructions.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Burial: The bedding and burial of pipe and fittings shall be in accordance with the project drawings and specifications and the manufacturer's requirements.
- B. Pipe Handling: Use textile slings, other suitable materials or a forklift. Use of chains or cables is not recommended.
- C. Jointing:
 - 1. Clean ends of pipe and coupling components.
 - 2. Apply joint lubricant to pipe ends and elastomeric seals of coupling. Use only lubricants approved by the pipe manufacturer.
 - 3. Use suitable equipment and end protection to push or pull the pipes together.
 - 4. Do not exceed forces recommended by the manufacturer for coupling pipe.
 - 5. Join pipes in straight alignment then deflect to required angle. Do not allow the deflection angle to exceed the deflection permitted by the manufacturer.
- D. Verify trench excavation is ready to receive work and excavations, dimensions, and elevations are as indicated on drawings.

3.2 PREPARATION

- A. Correct over excavation with coarse aggregate.
- B. Remove large stones or other hard matter capable of damaging pipe or impeding consistent backfilling or compaction.
- C. Protect and support existing sewer lines, utilities and appurtenances.
- D. Maintain profiles of utilities. Coordinate with other utilities to eliminate interference. Notify Engineer where crossing conflicts occur.

3.3 BEDDING

- A. Excavate pipe trench in accordance with Drawings.
- B. Excavate to lines and grades shown on Drawings.

- C. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- D. Provide sheeting and shoring in accordance with Contractor's Trench Safety Plan.
- E. Bedding shall be required to bring the trench bottom up to grade and shall be the same material as the embedment. The bedding shall be contoured at each belled joint to permit proper joint assembly while maintaining uniform pipe support.
- F. Place bedding to a compacted depth as indicated on the Drawings
- G. Maintain optimum moisture content of bedding material to attain the required compaction density as shown on the Drawings.

3.4 INSTALLATION - PIPE

- A. Lay pipe to slope gradients noted on Drawings.
- B. Assemble and handle pipe in accordance with manufacturer's instructions.
- C. Keep pipe and fittings clean until work is completed and accepted. Cap open ends during periods of work stoppage.
- D. Lay bell and spigot pipe with bells upstream.
- E. Connect pipe to existing sewer system at existing manhole as indicated on Drawings.
- F. Install detectable warning tape continuous over top of pipe buried 36 inches below finish grade above pipe line. Tape shall be continuous and shall not deviate outside the horizontal profile of the pipe.

3.5 EMBEDMENT

- A. Place embedment around sides and above the top of pipe in accordance with the Drawings.
- B. Maintain optimum moisture content of embedment material to attain required compaction density.

3.6 BACKFILL

- A. Place backfill above embedment material in accordance with the Drawings.

3.7 FIELD QUALITY CONTROL

- A. Request inspection prior to and immediately after placing embedment.
- B. Compaction Testing for Bedding, Embedment, and Backfill: In accordance with the Drawings.

- C. When tests indicate Work does not meet specified requirements, remove work, replace and retest.
- D. Frequency of Compaction Tests: Per Drawings.

3.8 PROTECTION OF FINISHED WORK

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

3.9 SEWER TESTING

- A. Examination:
 - 1. Verify piping is ready for testing and that trenches are backfilled.
- B. Piping Preparation:
 - 1. Lamping:
 - a. Lamp gravity piping after flushing and cleaning.
 - b. Perform lamping operation by shining light at one end of each pipe section between manholes; observe light at other end; reject pipe not installed with uniform line and grade; remove and reinstall rejected pipe sections; re-clean and lamp until pipe section achieves uniform line and grade.
- C. Testing Gravity Sewer Piping:
 - 1. All field testing shall be in accordance with City of Waco Standard Specifications for Construction including:
 - 2. Low Pressure Air Test: Each reach may be tested with air pressure (max 5 psi). The system passes the test if the pressure drop due to leakage through the pipe or pipe joints is less than or equal to the specified amount over the prescribed time period. When piping fails, determine source of air leakage, make corrections and retest; test section in incremental stages until leaks are isolated; after leaks are repaired, retest entire section between manholes.
 - 3. Individual Joint Testing: Individual joints shall be tested with a portable tester to 5 psi maximum.
 - 4. Deflection Testing (Mandrel): allowable 30-day deflection of 5% of the initial diameter
 - 5. Video inspection of the interior of the entirety of the piping.

END OF SECTION

SECTION 33 34 11 - TEMPORARY WATER LINE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Design Requirements.
 - 2. Performance Requirements.

1.2 DESCRIPTION

- A. This Section requires the Contractor to furnish all materials, labor, equipment, maintenance, etc. for the complete installation and removal of temporary waterline for the purpose of providing continuous water service to all properties affected by the project.
- B. Temporary waterline will be required as specified on the drawings, specifications or as required by the Owner in order to maintain adequate water supply.
- C. The temporary waterline shall be maintained and repaired at all times by the Contractor until the new permanent waterline is placed in service.

1.3 UNIT PRICES - MEASUREMENT AND PAYMENT

- A. Measurement for the work will be by lump sum and as required by the drawings and specifications. Should Contractor determine additional waterline is required that is not specifically shown on the drawings, this will not be measured separately for payment and will be considered incidental. Repair or replacement of meter boxes or other appurtenances disturbed as part of the temporary waterline operation is considered incidental to the bid item and will not be measured separately for payment.

1.4 SUBMITTALS

- A. Contractor shall furnish the following documents prior to installation of any temporary waterline:
 - 1. Material Data:
 - a. Type and size of pipe and appurtenances to be used.
 - 2. Design Data:
 - a. Depth of cover or embedment to be used, if applicable. Consideration must be given regarding loads, public safety and protection of the pipe when placed in high traffic areas and exposed to freezing temperatures.
 - 3. Layout Plan:
 - a. Temporary waterline layout plan based on proposed construction sequence as approved by the Owner;
 - b. Any thrust restraint locations;
 - c. Any temporary pipe supports and anchoring required;

PART 2 PRODUCTS

All temporary waterline and appurtenances shall be new or acceptable used as approved by Owner.

2.1 TEMPORARY PIPING

- A. All temporary waterline shall be NSF/ANSI 61 approved.
- B. Contractor may select one of the following pipe materials based on the traffic, weather condition, and construction sequence as approved by the Owner:
 - 1. PVC (Restrained Joint)
 - 2. HDPE

2.2 FITTINGS AND APPURTENANCES

- A. All fittings, valves and other appurtenances shall be NSF/ANSI 61 approved.
- B. Glued fittings shall not be permitted
- C. Fittings are to be suitable and compatible with the specified pipe materials and class with which they are used.

2.3 DESIGN DATA

- A. Temporary waterline of 2" (or smaller) can be above ground or buried as approved by the Owner.
- B. Temporary waterlines of larger than 2" shall be buried a minimum depth of 2 feet in order to protect from traffic and freezing conditions.
- C. Temporary water service shall be connected to the temporary water main for each existing meter. Bull heads shall not be permitted unless otherwise approved by the Owner.
- D. Each temporary water service shall be supplied with its own individual corporation stop where it connects to the temporary waterline.

2.4 SIZING

- A. Minimum size of the temporary waterline shall be 2" as shown on the drawings.

2.5 VALVES

- A. Valves shall be furnished and installed by the contractor on the temporary mains so that the temporary waterline can be isolated.
- B. Valves shall be installed at each branch of a temporary waterline.
- C. Before permanently shutting down an existing waterline, the valves shall be tested to ensure that they are in proper working order.
- D. 3/4" copper corporation stop shall be installed at the end of the temporary waterlines.

PART 3 EXECUTION

3.1 PREPARATION

- A. Locate any existing utilities in the area the Contractor selects to locate the temporary waterline in order to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the City and the Engineer. All cost associated with relocating utilities and obtaining approvals shall be paid by the Contractor.
- B. During all temporary waterline operations, protect the existing utilities and streets. The Contractor is responsible for all physical damage caused by Contractors operations.

3.2 INSTALLATION AND OPERATION

- A. Temporary waterlines shall be placed parallel to the side of the street and as close as possible to the area being serviced.
- B. When a street must be crossed with temporary waterline, installation will be by open-cut and not surface mount.
- C. Temporary waterlines 2" (or smaller) in diameter may be surface mounded with temporary cold mix asphalt at all driveways, as long as it does not pose a safety concern. The Contractor may choose to utilize Pipe and Hose Ramps as manufactured by RubberForm Recycled Products, LLC or approved equal, to meet the safety requirements for small mains, per the manufacturer's specifications.
- D. The Contractor shall furnish, place and connect temporary water services from the temporary waterline to a point beyond each meter box. The services will consist of a service clamp, corporation cock, sufficient length of copper pipe to reach beyond each meter box, copper to iron pipe union, street ell and bushing.
- E. Temporary water services range from ¾" to 2" in diameter. Contractor to verify size of each existing service.
- F. In the event the temperatures fall, the Contractor shall take steps to prevent temporary waterline and services from freezing.

3.3 FLUSHING, DISINFECTION, SAMPLING & SERVICE TRANSFER

- A. After installation, the temporary waterline shall be flushed and chlorinated by the Contractor and sampled by the Contractor. Services shall not be transferred until the temporary waterline has been checked and approved by the Owner. There will be no additional compensation for delaying in obtaining approval to transfer services.
- B. Care shall be given during the installation process of temporary potable water supply services to avoid contamination.

3.4 REMOVAL OF TEMPORARY WATERLINE

- A. After the new permanent water services are in place and in service, the Contractor shall remove and dispose of the temporary waterline, temporary services, temporary pipe hose ramps and/or temporary paving / moundings as necessary.

3.5 SITE RESTORATION

- A. Following construction operations, the contractor shall restore the work site to original conditions or better. Backfill and compact all excavations according to City of Waco Standard Specifications.

3.6 FIELD QUALITY CONTROL AND MAINTENANCE

- A. Inspect temporary water line daily to ensure that the system is working correctly.
- B. Insure that the temporary system is properly maintained.
- C. Spare parts for piping shall be kept on site as required.

END OF SECTION