

**SPECIFICATIONS AND CONTRACT  
DOCUMENTS**

**BID NO. 2023-13**

**2024 CITY OF LIBERTY  
FIRE HYDRANT REPLACEMENT PROJECT**

**CITY OF LIBERTY  
LIBERTY COUNTY, TEXAS**

PREPARED BY:

DAMON JONES / MARK REED

APPROVED BY:

DAMON JONES

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Public Works Director

TOM A. WARNER, P.E.

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City Manager

**PART I - BIDDING AND AGREEMENT FORMS AND BONDS**

Title	Page No.
Notice Inviting Bids	3
Instructions to Bidders-Section	5
Scope of Work	9
Bid Forms: Bid-Section	10
Bid Schedule(s)-Section	12
Bid Summary-Section	13
Bid Bond	14
Corporate Resolution	15
Information Required of Bidder	16
Agreement and Bonds: Agreement	18
Performance Bond-Section	20
Payment Bond-Section	21
Contract Administration Forms: Notice of Award	22
Notice to Proceed	23
Conflict of Interest Questionnaire	23A-B

**PART II - CONDITIONS OF THE CONTRACT****SECTION 1100 - GENERAL CONDITIONS**

Article		Page No.
Number	Title	
1	Definitions	24
2	Preliminary Matters	27
3	Contract Documents, Intent, Amending, Reuse	28
4	Availability of Lands; Physical Conditions; Reference Points	29
5	Bonds and Insurance	31
6	The Contractor's Responsibilities	33
7	Other Work	38
8	The Owner's Responsibilities	39
9	The Engineer's Status During Construction	40
10	Changes in the Work	42
11	Change of Contract Price	43
12	Change of Contract Time	46
13	Warranty and Guarantee; Tests And Inspections; Correction, Removal, or Acceptance of Defective Work	47
14	Payments to the Contractor and Completion	49
15	Suspension of Work and Termination	52
16	Miscellaneous	53

**SECTION 1200 - SUPPLEMENTARY GENERAL CONDITIONS**

Article	Title	Page No.
Number		
1	Supplementary Definitions	55
2	Preliminary Matters	55
3	Contract Documents: Intent, Amending, Reuse	55
4	Availability of Lands; Physical Conditions; Reference Points	56
5	Bonds and Insurance	56
6	The Contractor's Responsibilities	57
7	Other Work	57
8	The Owner's Responsibilities	57
9	The Engineer's Status During Construction	57
10	Changes in the Work	58
11	Change of Contract Price	58
12	Change of Contract Time	59
13	Warranty and Guarantee; Tests and Inspections; Correction, Removal/ Acceptance of Defective Work	59
14	Payments to the Contractor and Completion	59
15	Suspension of Work and Termination	59
16	Miscellaneous	59

**PART III - SPECIAL SPECIFICATIONS****DIVISION I - GENERAL REQUIREMENTS**

Section	Title	Page No.
1300	Contractor Submittals	60
1350	Reference Standards and Abbreviations	65
1400	Quality Control	68
1450	Protection of Existing Facilities	70
1480	Temporary Environmental Control	73
1500	Summary of Work	75
1550	Site Access and Storage	77
1600	Materials and Equipment	78
1700	Project Closeout	80

**DIVISION II - CONSTRUCTION SPECIFICATIONS**

Title	Page No.
General Notes	82
Exhibits and Details	89

## NOTICE TO BIDDERS

The City of Liberty, Texas will receive bids for the **2024 FIRE HYDRANT REPLACEMENT PROJECT** until **2:00 PM** on **January 11, 2024**, at the City Secretary's Office at City Hall, 1829 Sam Houston Street, Liberty, TX 77575. The bids will be publicly opened and read aloud at **2:05 PM** on **January 11, 2024**, at Council Chambers at City Hall, 1829 Sam Houston Street, Liberty, TX 77575. Plans and Specifications may be examined without charge in the Public Works Service Center at 1100 North Main Street, Liberty, Texas. Bids may be submitted by US Mail, Overnight Express Delivery, or in person. Fax or e-mail bids will not be accepted.

One copy of each set of bid documents and specifications can be obtained on the City of Liberty website: **Cityofliberty.org**. **Any bids received after 2:00 PM will be returned unopened.**

**The work shall consist of removing failed fire hydrant assembly and installing a new fire hydrant assembly with valves.**

All unit prices must be stated in both script and figures. The City of Liberty, Texas reserves the right to reject any or all bids and to waive any informality in bids received. In case of ambiguity or lack of clearness, in stating the prices in the bids, the owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable (or "unbalanced") unit prices will authorize the owner to reject any bid. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions.

**Equal Opportunity in Employment** - All qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, handicap, or national origin. Bidders to this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplement in Department of Labor regulations 42 CFR Part 60.

A bidder's bond, Certified or Cashier's Check in the amount of not less than of five percent (5%) of the total bid shall accompany each bid as a guarantee that, if awarded the contract, the bidder will promptly enter into contract with the City of Liberty, Texas. The successful bidder or bidders will be required to furnish a performance bond, payment bond and one year maintenance bond. The bonds shall be from a corporate surety or corporate sureties, duly authorized to do business in the State of Texas. Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and related Acts) wage rate as issued by the US Department of Labor and contained in the contract documents must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. A bidder or bidders may modify and or withdraw their bids prior to the bid opening.

The City of Liberty, Texas reserves the right to reject any or all bids. All Bidders shall be aware that The City of Liberty, Texas is tax exempt as referred to in Chapter 151, Subchapter E of the Tax Code. After the bids have been opened and tabulated, the applicant and consulting engineer shall evaluate the bids and bidders to determine the lowest, responsive, responsible bidder. The bids may be held by the City of Liberty, Texas for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award. The bid will be awarded to the lowest responsible, responsible bidder or combination of responsible bidders.

**All bidders are required to acknowledge receipt of all addenda:**

Addenda No. 1 \_\_\_\_\_

Addenda No. 2 \_\_\_\_\_

Addenda No. 3 \_\_\_\_\_

**A Voluntary Pre-Bid Conference** will be held on **December 20, 2023**, at **2:00** pm at Council Chambers at City Hall, 1829 Sam Houston Street, Liberty, TX 77575.

**First Advertisement November 30, 2022**

**Second Advertisement December 7, 2023**



## **SECTION 0100 INSTRUCTIONS TO BIDDERS**

1. **DEFINED TERMS** - Terms used in these Instructions to Bidders and the Notice Inviting Bids are defined in the General Conditions. The term "Bidder" means one who submits a Bid directly to the Owner, as distinguished from a sub-bidder, who submits a Bid to a Bidder.
2. **COMPETENCY OF BIDDERS** - In selecting the lowest, responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "Information Required of Bidder - Bidder's General Information," bound herein.
3. **DISQUALIFICATION OF BIDDERS** - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the Owner believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the Owner believes that any collusion exists among the Bidders, all Bids will be rejected.
4. **BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE**
  - (a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Engineer of any and all conflicts, errors, or discrepancies found in the Contract Documents.
  - (b) Reference is made to the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports; however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
  - (c) Copies of such reports and drawings will be made available for review by the Owner to any Bidder upon request if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in the Supplementary General Conditions, are incorporated therein by reference.
  - (d) Information and data reflected in the Contract Documents with respect to underground utilities at, or contiguous to, the site is based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or the Section entitled "Protection of Existing Facilities" of the technical specifications.
  - (e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and/or other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4.2 of the General Conditions, (Physical Conditions).
  - (f) Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at, or contiguous to, the site or otherwise which may affect cost, progress, or performance of the Work

and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- (g) On request, in advance, the Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. The Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such exploration and tests.
- (h) The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.
- (i) The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Item #4 General Conditions, herein, entitled: "Bidder's Examination of Contract Documents and the Site," that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

- 5. **INTERPRETATIONS** - All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Engineer or Owner as having received the Contract Documents. Questions received less than 7 days prior to the date of opening Bids may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6. **BID SECURITY, BONDS, AND INSURANCE** - Each Bid shall be accompanied by a certified or cashier's check or approved Bond in the amount stated in the Notice Inviting Bids. Said check or bond or letter of credit shall be made payable to the Owner and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the Owner, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond within fourteen (14) days; each of said bonds to be in the amount stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the Owner. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
- 7. **RETURN OF BID SECURITY** - Within 14 calendar days after award of the contract, the Owner will return all bid securities accompanying each of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany if not accepted for Contract agreement.
- 8. **BID FORM** - The Bid shall be made on the Bid Schedule sheets bound herein and the pages shall not be removed from the bound volume. The envelope enclosing the sealed Bid shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title of the Contract Documents for the Work, and the date and hour of opening of bids as indicated in the Notice Inviting Bids. **The envelope enclosing the sealed Bid shall be addressed to the City Secretary and shall be delivered or mailed to the City of Liberty, City Hall, 1829 Sam Houston Street, Liberty, Texas 77575.**
- 9. **SUBMISSION OF BIDS** - The Bid Security shall be enclosed in the same envelope with the Bid. The Bid shall be accompanied by the proper Bid Bond or Security, Bidder's Corporate Resolution and Bidder's General Information Form and shall be delivered by the time and to the place stipulated in the

Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time.

10. **IDENTIFICATION OF UNIT PRICES** - All lump sum and unit prices must be stated in both printed words and figures. The Owner reserves the right to reject any and all bids and to waive any informality in bids received. Bids will be compared on the basis of the Engineer's estimate of the quantities of the various items of Work as shown on the Bid Schedule(s). Only such plans, specifications, and items of Work as are appropriate shall apply to the Work bid on.
11. **DISCREPANCIES IN BIDS** - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the schedule, and failure to do so will render the Bid as non-responsive and may cause its rejection. Unit and lump sum prices must be shown on the Bid Schedules in both words and figures for each item listed in the Bid Schedules, and in the event of discrepancy between the written and number amount, the written amount will prevail. In the event that the unit price Bid Items in a Bid Schedule and the total indicated for a unit price Bid Item does not equal the product of the unit price multiplied by quantity, the unit price shall govern, and the total will be corrected accordingly, and the Contractor shall be bound by such correction. In the event that there is more than one Bid Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of prices Bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction. In case of ambiguity or lack of clarity in stating prices bid, the Owner reserves the right to consider the most advantageous proposal thereof or to reject the bid.
12. **QUANTITIES OF WORK** - The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work by an amount up to and including 20 percent of any Bid Item, without a change in the unit price, and shall include the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed 20 percent of the Contract Price, without formal, authorized Change Order to the Contract.
13. **WITHDRAWAL OF BID** - The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.
14. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS** - Unauthorized conditions, limitations, or provisions attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures. Alternative Bids will not be considered unless expressly called for and if supplied, without request, will be considered as additional bids and will be judged non-responsive and therefore rejected. Oral, telegraphic, facsimile or telephone Bids or modifications will not be considered.
15. **LIQUIDATED DAMAGES** - Provisions for liquidated damages, if any, are set forth in the Agreement.
16. **SUBSTITUTE OR "OR-EQUAL" ITEMS** - The Work, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Technical Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in Section entitled: "Contractor Submittals" of the Technical Specifications.
17. **AWARD OF CONTRACT** - Award of Contract, if awarded, will be based primarily on the lowest overall cost to the Owner, and will be made to a responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period that the Bids remain open, however, such period shall not exceed 30 calendar days. Unless otherwise

indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is identified in more than one Bid Schedule, the Owner may award schedules individually or in combination. In the case of 2 or more Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.

18. **EXECUTION OF AGREEMENT** - The Bidder to whom award is made shall execute a written Agreement with the Owner on the form provided, shall secure all insurance documents specified, and shall furnish all certificates and bonds required by the Contract Documents within fourteen (14) calendar days after receipt of the Agreement forms from the Owner. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the Owner may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the Owner may award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid Securities shall be likewise forfeited to the Owner. Upon failure or refusal of any Bidder to execute the agreement when notified of award, the owner may at its option, reject all bids and call for total or partial rebidding of the project.
19. **WORKER'S COMPENSATION REQUIREMENT** - The Bidder should be aware that in accordance with laws of the State of Texas, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.
20. **WAGE RATE REQUIREMENTS** - Attention is called to the fact that there must be paid on this project not less than the prevailing DAVIS-BACON Highway-Heavy, Municipal and Utilities wage rates for Liberty County or, as applicable, wage rates for Federally Funded Construction Projects. Wage rates as of **2021** are set out in the contract documents and are subject to revisions. It shall be the duty of the Contractor to keep posted on all the latest revisions. Also, qualifications being equal, citizens of the City of Liberty shall be given preference in employment by any Contractor doing work for the City under contract.

END OF INSTRUCTIONS TO BIDDERS

## **SCOPE OF WORK**

### **General Considerations:**

The Contractor will perform the following improvements at the: CITY OF LIBERTY STREETS

1. Remove existing fire hydrant assembly.
2. Install new fire hydrant assembly.
3. Install EZ-valves and install/remove line stops.
4. Restore site to original condition or better.

It is the intent of these Contract Documents to provide for **removing and replacing failed fire hydrants**. Successful completion of the project will be determined by the Public Works staff.

### **Special Considerations:**

The work required by these Contract Documents will occur on City of Liberty Streets and ROW. The Contractor shall notify in writing, at least forty-eight (48) hours prior to beginning work, the contractor shall allow proper ingress and egress to City residents at all times.

All cost for safety requirements, permits, delays shall be the responsibility of the contractor.

The Contractor shall work closely with the various utility owners and assure prompt access to their equipment for service or adjustment. The Contractor shall be solely responsible for coordinating the work with any utility owner which may be affected by the work. Additionally, forces of the City of Liberty, in order to secure the safety, welfare and convenience of the citizens of Liberty, must provide services on both emergency and normal, continuing basis. Provision of these services may require City forces, or their designees to work within or around the construction area prescribed by this project. While it is anticipated that the construction schedule impact induced by the work of City and utility crews will be minimal, the Contractor, by affixing proper signature to these Contract Documents, agrees to indemnify and hold harmless the City of Liberty from any and all claims of damage or delay, incurred or alleged to have incurred, in connection with the work of said crews.

**Section 0200**  
**BID**

BID TO: THE CITY OF LIBERTY, TEXAS

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City of Liberty, Texas herein called Owner, in the Form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled:

**2024 FIRE HYDRANT REPLACEMENT PROJECT**

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Instructions to Bidders unless otherwise required by law. Bidder will, upon notification of Award, enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificate's, Payment Bond, Performance Bond, and all other such forms as may be required by the Contract Documents.

Bidder has examined copies of all the Contract Documents including the following Addenda, receipt of all of which is hereby acknowledged:

Number		Date	
	_____		_____
	_____		_____
	_____		_____
	_____		_____

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or deceptive Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder certifies that, after Bid has been officially opened by the Owner and the contents made public, it will not ask that the Bid be withdrawn due to any claim of clerical error, error of computation, omission or otherwise and that Bidder and its surety will remain firmly bound to the Bid as submitted.

To all the foregoing and including all Bid Schedule(s) and Information Required of Bidder contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the contract price(s) identified in the aforementioned Bidding Schedule(s).

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

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

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

Section 0210  
**BID SCHEDULE**  
 For construction of: 2024 CITY OF LIBERTY FIRE HYDRANT REPLACEMENT PROJECT  
 For the City of Liberty, Texas

ITEM NO.	ITEM CODE	ALT	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN)	TOTAL
			<b>TOTAL BID</b>					
1			COMPLETE REMOVAL: FIRE HYDRANT ASSEMBLY	20	EA		And /100 Dollars	
2			COMPLETE VALVE INSTALLATION: 6" VALVE HOT ON MAIN	9	EA		And /100 Dollars	
3			COMPLETE INSTALLATION: 8" VALVE HOT ON MAIN	2	EA		And /100 Dollars	
4			COMPLETE INSTALLATION: 12" VALVE HOT ON MAIN	4	EA		And /100 Dollars	
5			COMPLETE INSTALLATION AND REMOVAL: 6" LINE STOP	13	EA		And /100 Dollars	
5			COMPLETE INSTALLATION AND REMOVAL: 8" LINE STOP	3	EA		And /100 Dollars	
5			COMPLETE INSTALLATION AND REMOVAL 12" LINE STOP	4	EA		And /100 Dollars	
6			COMPLETE INSTALLATION: FIRE HYDRANT ASSEMBLY W/6"VALVE	20	EA		And /100 Dollars	
7			MOBILIZATION / DEMOBILIZATION (NOT TO EXCEED 5%)	1	LS		And /100 Dollars	
8			BARRICADES, TRAFFIC CONTROL AND SIGNS	4	MON		And /100 Dollars	



**Section 0220**  
**BID SUMMARY**

**TOTAL BID** \$ \_\_\_\_\_

Total Materials Cost-Based on Estimated Quantities \$ \_\_\_\_\_

Total Services Cost-Based on Estimated Quantities \$ \_\_\_\_\_

Total Base Contract Price-Based on Estimated Quantities \$ \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_/100 Dollars  
(Total Base Contract Price - Written)

**Total number of calendar days to complete: 120**

**QUANTITIES OF WORK:**

The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right afterward to increase or decrease the quantity of any unit price item of the Work by any amount up to and including twenty percent (20%) of any Bid Item, without a change in the unit price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed twenty percent (20%) of the Contract Price.

Bid Submitted by: \_\_\_\_\_, Contractor

Represented by: \_\_\_\_\_, Title

Bid Prepared by: \_\_\_\_\_, Estimator

**Section 0300**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, Contractor, as Principal,

and \_\_\_\_\_ as Surety,

are held and firmly bound unto the City of Liberty, Texas, herein called Owner, in the sum of:

\$ \_\_\_\_\_ (Figure)

\_\_\_\_\_ (Written Form)

(not less than 5 percent of the largest total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled:

**2024 FIRE HYDRANT REPLACEMENT PROJECT**

NOW THEREFORE, if said Principal is awarded a contract by said Owner, and, within the time, and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and Owner prevails, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**Section 0400**  
**CORPORATE RESOLUTION**

I, \_\_\_\_\_, Secretary  
(Name)

do hereby certify that a meeting of the Board of Directors of: \_\_\_\_\_, duly called and held at \_\_\_\_\_  
of Corporation) \_\_\_\_\_  
\_\_\_\_\_ in the City of \_\_\_\_\_.  
(Address)

State of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 2024, at which time a quorum was present, the following resolution was duly adopted as the action of the Board, and is now in full force and effect:

Be It Resolved, that \_\_\_\_\_,  
(Name of Individual) (Title)

is hereby empowered and authorized to enter into contract agreements and to sign bid proposals, contracts and other written documents as may be necessary to perform such agreements; and that signature on such documents shall be evidence of the full and complete obligation of the Corporation to the terms and conditions of such Contract Documents.

WITNESS MY hand and Seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_, Secretary  
(Signature)

(SEAL)

**SECTION 0500**

**INFORMATION REQUIRED OF BIDDER  
BIDDER'S GENERAL INFORMATION**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete any of the following Item Numbers will cause the Bid to be non-responsive and may cause its rejection. In any event, no Award will be made until all of the Bidder's General Information (i.e., Items 1 through 12 inclusive) is provided to the Owner.

1. BIDDER/CONTRACTOR'S name and complete address:  

☐ Corporation  
☐ Partnership  
☐ Individual

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Name of PROJECT MANAGER 

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2. CONTRACTOR'S telephone number: 

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3. Name of person who inspected the site of the proposed Work for the Bidder:  
Name: 

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Date of inspection: 

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4. Name, Address, and Telephone number of Surety Company and Agent who will provide the required Bonds on this Contract:  

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5. ATTACH TO THIS BID the experience or resume of the person who will be designated as the full-time, on-site General Construction Superintendent or full-time, on-site Construction Manager for the Contractor.
6. ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.
7. ATTACH TO THIS BID a list of 3 projects completed as of recent date involving work of similar type and complexity, listing the following data for each project:

<u>Project</u> <u>Name</u>	<u>Contract</u> <u>Price</u>	<u>Date</u> <u>Completed</u>	<u>Telephone No. of Owner's</u> <u>Representative(s)</u>
1) <hr/>			
2) <hr/>			
3) <hr/>			
8. How many years has Bidder been engaged in the type of construction work required by this contract?
  - (a) As a General Contractor
  - (b) As a Sub-Contractor
  - (c) Under its present business name
  - (d) Under another business name

9. Has Bidder ever failed to complete any Work awarded to it? [ ] Yes [ ] No  
If so, list below: Names of projects, names of owners, and reason(s) project(s) was not completed.

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

10. List below construction equipment owned by Bidder which will be available for the work required by this Contract. Attach additional sheets as required.

<u>Description</u> <u>Mfg., Model, Capacity, etc.</u>	<u>Quantity</u> <u>Available</u>	<u>Years in</u> <u>Service</u>	<u>Condition</u>
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11. The Ready-Mix Plant to be used on this Project shall be certified by the Texas Department of Transportation (TxDOT) in accordance with Item 520 of TxDOT's 2014 Standard Specifications prior to this Bid Submittal. A copy of the Certification must be submitted with the Bid.

12. List below material/equipment which Bidder proposes to furnish which will become part of this project. All raw materials furnished shall meet the Texas Department of Transportation's (TxDOT's) 2014 Standard Specifications Item 360. The Special Specifications shall govern over Special Provisions to Standard Specifications and Special Provisions to Standard Specifications shall govern over Standard Specifications.

<u>Material/Equipment</u>	<u>Manufacturer</u>	<u>Supplier</u>
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13. List below all sub-contractors which will perform work covered by this contract.

<u>Sub-Contractor</u> <u>Name</u>	<u>Address</u>	<u>Work to Be</u> <u>Performed</u>	<u>Name of On-Site</u> <u>Field Foreman</u>
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\_\_\_\_\_  
Authorized Signature for Bidder

\_\_\_\_\_  
Date

## Section 0600 AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ in the year 2024, by and between The City of Liberty, Texas a legal entity organized and existing in the State of Texas, hereinafter designated as the Owner, and \_\_\_\_\_ hereinafter designated as the Contractor.

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

### ARTICLE 1. THE WORK

The Contractor shall complete the work as specified or indicated under the Bid Schedule(s) of the Owner's Contract Documents entitled:

#### **2024 FIRE HYDRANT REPLACEMENT PROJECT**

The work is generally described as follows:

Remove existing fire hydrant assembly and replace with new fire hydrant assembly with 6" valve.

### ARTICLE 2. TIME ALLOWED FOR WORK: COMMENCEMENT TO COMPLETION

The work to be performed under this Contract shall be commenced on the day specified by the Owner in the Notice to Proceed and the work shall be fully completed within 120 calendar days after the date of commencement of the work.

The Owner and the Contractor recognize that time is of the essence with this Agreement and that the Owner will suffer financial loss if the work is not completed within the time specified in this Article 2, herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expenses and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as **liquidated damages** for delay (but not as a penalty) the Contractor shall pay the Owner the sum of **\$500.00** for each calendar day that expires after the time specified in this Article 2, herein, plus any authorized extensions.

### ARTICLE 3. CONTRACT PRICE

The Owner shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Price(s) named in the Contractor's Bid and Bid Schedule(s), including any authorized changes.

### ARTICLE 4. THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Scope of Work, Bid Forms (Bid, Bid Schedule(s) and Bid Summary), Bid Bond, Corporate Resolution, Information Required of Bidder, Agreement, Performance Bond, Payment Bond, Minority Business utilization Commitment, MBE Schedule C, Schedule of DAVIS-BACON Prevailing Local Wage Rates, General Conditions of the Contract, Supplementary General Conditions of the Contract, General Summary of the Work, Technical Specifications, Special Specifications, Drawings listed in the Schedule of Drawings in the Supplementary General Conditions of the Contract, General Notes, Addenda Number ONE, inclusive, and all Change Orders and Work Directive Changes which may be issued subsequent to the Effective Date of the Agreement and are not attached hereto.

Documents which will become part of these Contract Documents subsequent to Award consist of: Notice of Award, Certificates of Insurance, Evidence of Workers Compensation coverage, Surety's Power of Attorney (to accompany the executed Performance and Payment Bonds) and Notice to Proceed.

## ARTICLE 5. PAYMENT PROCEDURES

The Engineer will prepare monthly Progress Payment Schedules based on measured progress of the work in accordance with Article 14 of the General Conditions and Supplementary General Conditions. Monthly Progress Payment Schedules will be processed for payment by the Owner as provided in the General Conditions.

## ARTICLE 6. NOTICES

Whenever any provision of the Contract Documents requires the giving of written Notice, it shall be deemed to have been validly given if 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 if delivered by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

## ARTICLE 7. MISCELLANEOUS

Terms used in this Agreement are defined in Article 1 of the General Conditions and Supplementary General Conditions.

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

The Owner and the 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 of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS HEREOF, the Owner and the Contractor have caused this Agreement to be executed the day and year first written above.

CITY OF LIBERTY  
STATE OF TEXAS

\_\_\_\_\_  
(BULL-G CONSTRUCTION, LLC)

By: \_\_\_\_\_  
City Manager

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

Attest: \_\_\_\_\_  
City Secretary

Attest: \_\_\_\_\_  
Secretary

(Affix Corporate Seal)

Address for giving notices:

Address for giving notices:

City Manager  
City of Liberty  
1829 Sam Houston Street  
Liberty, Texas 77575

**SECTION 0700  
PERFORMANCE BOND**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_  
BOND NO. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That \_\_\_\_\_ as Contractor, and \_\_\_\_\_ as Surety, are held firmly bound unto the City of Liberty, Texas hereinafter called Owner, in the penal sum of \_\_\_\_\_ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS said Contractor has been awarded and is about to enter into the Agreement with said Owner to perform the Work as specified or indicated in the Contract Documents entitled:

**2024 FIRE HYDRANT REPLACEMENT PROJECT**

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect. If said Contractor fails in any contract requirement, Surety will, upon demand of Owner, proceed to complete the Contractor's obligations, at Surety's expense.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

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

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

By: \_\_\_\_\_  
(Signature)

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

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(SEAL)

(SEAL)



**SECTION 0800  
PAYMENT BOND**

STATE OF TEXAS  
COUNTY OF:  
BOND NO.

KNOW ALL BY THESE PRESENTS:

That \_\_\_\_\_ as Contractor,  
and \_\_\_\_\_ as Surety, are held firmly  
bound unto the City of Liberty, Texas hereinafter called Owner, in the penal sum of \_\_\_\_\_ dollars,  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the Agreement with said Owner to perform  
the Work as specified or indicated in the Contract Documents entitled:

**2024 FIRE HYDRANT REPLACEMENT PROJECT**

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or  
for rental of same, used in connection with the performance of the work contracted to be done, or for amounts due  
under applicable State law for any work or labor thereon, said Surety will pay the same in an amount not exceeding  
the sum specified above, and, in the event suit is brought upon this Bond, a reasonable attorney's fee to be fixed by  
the Court. This Bond shall inure to the benefit of any and all persons, companies, or corporations entitled to file claims  
under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of  
completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said  
Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract  
Documents, release either said Contractor or said Surety, and notice of said alterations or extensions of the  
Agreement is hereby waived by said Surety.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil  
Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of  
said article to the same extent as if it were copied at length herein.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Contractor)

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

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

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

Address: \_\_\_\_\_

(SEAL)

(SEAL)

SECTION 0900

NOTICE OF AWARD

Dated \_\_\_\_\_.

To: \_\_\_\_\_.

(Bidder)

Address: \_\_\_\_\_.

\_\_\_\_\_.

Attention: \_\_\_\_\_.

At its meeting held \_\_\_\_\_ the City of Liberty awarded your firm the contract for:

**2024 FIRE HYDRANT REPLACEMENT PROJECT**

Said Award being based on your apparent successful Bid dated \_\_\_\_\_ and bearing a total Bid Price of: \_\_\_\_\_ (\$\_\_\_\_\_)

Work to be performed under this contract is to be completed within 120 calendar days.

Six copies of the proposed Contract Documents (except drawings) accompany this Notice of Award. Three sets of the drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions within fourteen (14) calendar days of the date of this Notice of Award, by \_\_\_\_\_.

1. You must deliver to the Owner six fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature where indicated.
2. You must deliver with the executed Agreement, the executed Payment and Performance Bonds (with Surety's Power of Attorney attached) and the Insurance Certificates as specified in the Instructions to Bidders, the General Conditions (Article 5.2), and the Supplementary General Conditions.

A Contractor's checklist is enclosed with this Notice of Award to assist you in the proper execution of the contract documents. Questions should be addressed to:

DAMON JONES

Project Manager at (936)336-2910.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within fourteen (14) calendar days after you comply with these conditions, the Owner will return to you two (2) fully executed copies of the Contract Documents.

THE CITY OF LIBERTY, TEXAS

By: DAMON JONES

Title: PUBLIC WORKS DIRECTOR

Certified Mail  
Return Receipt Requested

SECTION 1000

NOTICE TO PROCEED

Dated \_\_\_\_\_, 2024

To:

Address:

Contract for: **2024 FIRE HYDRANT REPLACEMENT PROJECT**

You are hereby notified that the Contract Time under the above Contract will commence on: \_\_\_\_\_, 2024.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions for beginning and completion of the work in the section of the Contract Documents entitled Summary of Work, the Time and Date of Completion is \_\_\_\_\_ calendar days after the date of commencement of the work specified above, or not later than \_\_\_\_\_, 2024.

Before you start any work at the site, Paragraph 2.5 of the General Conditions provides that you must study the Contract Documents and verify figures and field dimensions and must report any observed errors or discrepancies. You must also submit to the Engineer all those documents called for in the section entitled Contractor Submittals in the Technical Specifications.

Also, before you may start any work at the site, you must notify:

By \_\_\_\_\_

Title \_\_\_\_\_

Certified Mail

Return Receipt Requested

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## SECTION 1100 GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Addenda** - Written or graphic instruments issued prior to the opening of Bids which make changes, additions, or deletions to the bid documents or the Contract Documents.

**Agreement** - The written agreement between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof.

**Beneficial Use or Occupancy** - Placing all or any portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching completion of all of the Work.

**Bid** - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the Work to be done.

**Bonds** - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform its Contract.

**Change Order** - A document recommended by the Engineer which is signed by the Contractor and the Owner and authorizes an addition to, deletion from, or revision of the work or quantities, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**Completion** - Completion of the Work shall be finalized by acceptance of the Work by the Governing Body of the Owner.

**Contract Documents** - The Notice Inviting Bids, Instructions to Bidders, the Accepted Bid (Including the Bid, Bid Schedule(s), Bid Summary, Bid Bond, Corporate Resolution, and Information Required of Bidder), Minority Business Utilization Commitment, MBE Schedule C, South African Product Exclusionary Agreement, Notice of Award, Certificates of Insurance, Evidence of Worker's Compensation Coverage, Notice To Proceed, General Conditions of the Contract, Supplementary General Conditions of the Contract, General Summary of the Work, Technical Specifications, Special Specifications, Drawings, General Notes, and all Addenda, Change Orders, and Work Directive Changes executed pursuant to the provisions of the Contract Documents.

**Contract Price** - The total monies payable by the Owner to the Contractor for work performed under the terms and conditions of the Contract Documents.

**Contract Time** - The number of calendar days as stated in the Contract Documents for the completion of the Work.

**Contractor** - The person, firm, or corporation with whom the Owner has executed the Agreement.

**Day** - A calendar day of 24 hours, measured from midnight to the next midnight: however, work will be authorized from 8am to 5pm.

**Defective Work** - Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Engineer's recommendation of final payment.

**Drawings** - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work to be performed.

**Effective Date of the Agreement** - The date indicated in the Agreement on which it was executed, but if

no such date is indicated it shall mean the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Engineer** - The person, firm, or corporation named as such in the Contract Documents.

**Field Order** - A written order issued by the Engineer which in the opinion of the Engineer does not involve a change in the Contract Price or the Contract Time.

**General Requirements** - Sections of Division 1 of the Technical Specifications.

**Laws and Regulations; Laws or Regulations** - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

**Notice of Award** - The written notice by the Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, the Owner will enter into an Agreement.

**Notice of Completion** - The written notice by the Owner to the Contractor stating that the Work has been accepted by the Governing Body of the Owner.

**Notice to Proceed** - A written notice issued by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

**Owner** - A public body or authority, corporation, association, firm, or person with whom the Contractor has entered into the Agreement and for whom the work will be performed.

**Partial Utilization** - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of the Work.

**Progress Payment Schedule** - A schedule prepared each month by the Engineer based on measured quantities of Work completed. Monthly progress payments will be governed by the progress payment schedule.

**Project** - The construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof, as indicated elsewhere in the Contract Documents.

**Responsive, Responsible Bid/Bidder** - A responsive bid is one in which all of the requirements of the invitation to bid are fulfilled without exception or deviation. A Responsible Bidder is one submitting a responsive bid and who can demonstrate by financial statement, resumes of management personnel and equipment lists, it's fiscal, physical, and managerial competence to complete projects of like complexity and scope of the Work as described and offered herein by these Contract Documents.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier or manufacturer and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

**Specifications** - Those portions of the Contract Documents consisting of the General Requirements and the written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto.

**Sub-contractor** - An individual, firm, or corporation having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work at the site.

**Substantial Completion** - Refers to the Work (or a specified part thereof) that has progressed to the point where, in the opinion of the Engineer, as evidenced by the Notice of Substantial Completion/Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there is no such Notice issued, when final payment is due in accordance with the provisions of the Contract Documents,

and where the Engineer can recommend that the Work be accepted by the Owner. The terms "Substantial Completion" and "substantially complete" and "substantially completed" as applied to any Work shall mean Substantial Performance of the Contract, hereunder.

**Supplementary General Conditions** - The part of the Contract Documents which makes additions, deletions, or revisions to these General Conditions.

**Supplier** - A manufacturer, fabricator, distributor, or vendor.

**Technical Specifications** - The Specifications as defined herein.

**Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, water, sewage and drainage removal, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

**Unit Price Work** - Work to be paid for on the basis of unit prices.

**Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. The Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**Work Directive Change** - A written directive to the Contractor, issued on or after the Effective Date of Agreement and signed by the Owner and recommended by the Engineer, ordering an addition, deletion, or revision of the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies as provided in the Contract Documents. A Work Directive Change may not be used to change the Contract Price nor the Contract Time but shall be evidence that the parties expect that the change directed or documented by a Work Directive Change 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 Time as provided in the Contract Documents.



## **ARTICLE 2 - PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds:**

When the Contractor delivers the executed Agreements to the Owner, the Contractor shall also deliver to the Owner such bonds as the Contractor may be required to furnish in accordance with the Contract Documents.

### **2.2 Copies of Documents:**

The Owner shall furnish to the Contractor two (2) copies (unless otherwise specified in the Supplemental Conditions) of the executed Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **2.3 Commencement of Contract Time; Notice to Proceed:**

The Contract Time will commence on the day indicated in the Notice to Proceed.

### **2.4 Starting the Project:**

The Contractor shall start to perform the work on or after the date when the Contract Time commences but in no event shall any work be done at the site prior to the date on which the Contract Time commences.

### **2.5 Before Starting Construction:**

- a. Before undertaking each part of the work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any work affected thereby; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error or discrepancy in the Contract Documents, unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- b. The Contractor shall submit to the Engineer for review those documents called for under Section entitled "Contractor Submittals" in the General Requirements.
- c. When the Contractor delivers its executed Agreement to the Owner, the Contractor shall also deliver certificates (and other evidence of insurance requested by the Owner) which the Contractor is required to purchase and maintain in accordance with the requirements of the Contract Documents.

### **2.6 Preconstruction Conference:**

A preconstruction conference attended by the Contractor, the Engineer, and others as appropriate will be held to discuss the Work in accordance with the applicable procedures specified in the General Requirements.

### **2.7 Finalizing Schedules:**

At least seven (7) calendar days before preparation of the first Progress Payment Schedule, a conference will be held and attended by the Contractor, the Engineer, and others as appropriate to finalize the schedule(s) submitted in accordance with the General Requirements.

## **ARTICLE 3 - CONTRACT DOCUMENTS : INTENT, AMENDING, REUSE**

### **3.1 Contract Documents:**

- a. The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The contract Documents will be construed in accordance with the law of the place of the Project.
- b. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- c. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Engineer in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation, clarification, or correction from the Engineer; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- d. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways;
  1. A Change Order, or
  2. A Work Directive Change.

### **3.2 Order of Precedence of Contract Documents:**

- a. In resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
  1. Change Orders
  2. Agreement
  3. Addenda
  4. Contractor's Bid (Bid Forms)
  5. Special Specifications
  6. Supplementary General Conditions
  7. Notice Inviting Bids
  8. Instructions to Bidders
  9. General Conditions of the Contract
  10. Technical Specifications
  11. Referenced Standard Specifications
  12. Drawings - Exhibits
- b. With reference to the drawings, the order of precedence shall be as follows:
  1. Figures govern over scaled dimensions
  2. Detail drawings govern over general drawings
  3. Addenda/Change Order drawings govern over Contract Drawings

#### 4. Contract Drawings govern over standard drawings

### **3.3 Amending and Supplementing Contract Documents:**

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 Change Order, pursuant to Article 10.

### **3.4 Reuse of Documents:**

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Owner shall 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 the Engineer; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the Owner and the Engineer and specific written verification or adaptation by the Engineer.

## **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

### **4.1 Availability of Lands:**

The Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the Contractor shall not enter upon nor use any property not under the control of the Owner until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement agreement furnished to the Engineer prior to said use; and, neither the Owner nor the Engineer shall be liable for any claims or damages resulting from Contractor's unauthorized trespass or use of any such properties.

### **4.2 Physical Conditions:**

- a. Explorations and Reports: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Engineer in the preparation of the Contract Documents. The Contractor may rely upon the accuracy of the factual data contained in such reports, however, the interpretation of such factual data, including any interpolation or extrapolation thereof, together with nonfactual data, interpretations, and opinions contained in such reports or the completeness thereof is the responsibility of the contractor.
- b. Existing structures: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Article 4.4, herein) which are at or contiguous to the site that has been utilized by the Engineer in the preparation of the Contract Documents. The Contractor may rely upon the accuracy of the factual data contained in such drawings; however, the interpretation of such factual data, including any interpolation or extrapolation thereof, together with nonfactual data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the Contractor.

### **4.3 Differing Site Conditions:**

- a. The Contractor shall notify the Engineer in writing of the following unforeseen conditions, hereinafter called differing site conditions, promptly upon their discovery (but in no event later than 14 calendar days) and

before they are disturbed:

1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents including those reports and documents discussed in Article 4.2; and
  2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in Article 4.2.
- b. The Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the Owner in writing of the Engineer's findings and conclusions.
  - c. If the Owner concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10, of the General Conditions, to reflect and document the consequences of the difference.
  - d. In each such case, an increase or decrease in the Contract Price or an extension or reduction of the contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the Owner and the Contractor are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12 of the General Conditions.
  - e. The Contractor's failure to give notice of differing site conditions within fourteen (14) calendar days of discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct, consequential, or inconsequential in nature.
  - f. Nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter, and junction boxes, on or adjacent to the site of the construction.

#### **4.4 Physical Conditions - Underground Utilities:**

- a. Shown or Indicated: The information shown or indicated in the Contract Documents with respect to existing, underground utilities at or contiguous to the site is based on information and data furnished to the Owner or the Engineer by the owners of such underground utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or the section entitled "Protection and Restoration of Existing Facilities" of the General Requirements, the Owner and the Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground utilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the cost of which will be considered as having been included in the Contract Price.
- b. Not Shown or Indicated: If an underground utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall identify the owner of such underground utility and give written notice thereof to that owner and shall notify the Engineer in accordance with the requirements of the Supplementary General Conditions and section entitled "Protection and Restoration of Existing Facilities" of the General Requirements.

#### **4.5 Reference Points:**

- a. The Engineer will provide one benchmark, near or on the site of the work, and will provide 2 points near or on the site to establish a base line for use by the Contractor for alignment control. Unless otherwise specified in the General Requirements, the Contractor shall furnish all other lines, grades, and benchmarks required for proper execution of the work.

- b. The Contractor shall be responsible for laying out the work (unless otherwise specified in the General Requirements) and shall preserve all benchmarks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel at no additional cost to the Owner.

## **ARTICLE 5 - BONDS AND INSURANCE**

### **5.1 Performance and Other Bonds:**

- a. Upon receiving a Notice of Award, the Contractor shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect at least until one year after the date of Notice of Substantial Completion/Notice of Completion as applicable, except as otherwise provided by Law or Regulation or by the Contract Documents; provided, that after the date of Notice of Substantial Completion/Notice of Completion, as applicable, the amount of said Performance Bond may be reduced to the amount set forth in the Supplementary General Conditions. The premiums upon all such bonds shall be paid by the Contractor. The Contractor shall promptly furnish such additional security as may be required by Owner from time to time to protect its interest and those of persons supplying labor or materials in the execution of the work identified in this Contract.
- b. The Owner will approve any Surety company which, at the time of execution of this Contract is listed in the latest published U.S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- c. If the Surety on any Bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the work is located, the Contractor shall within seven (7) calendar days thereafter substitute another Bond and Surety, which must be acceptable to and approved by the Owner.

### **5.2 Insurance:**

- a. The Contractor shall purchase and maintain the insurance required under this Article. Such insurance shall include the specific coverage set forth herein and shall be written for not less than the limits of liability and coverage provided in the Supplementary General Conditions, or required by law, whichever is greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Notice of Substantial Completion/Notice of Completion, as applicable, pursuant to acceptance of the Work by the Owner. The Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- b. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) calendar days prior written notice has been given to the Owner by Certified Mail. All such insurance shall remain in effect until the date of Substantial Completion and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Article 13.5, herein. In addition, the Insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the Owner, the Engineer, and their officers, agents, and employees as "additional insured" under the policies.
  - 1. Worker's Compensation Insurance Requirements: This insurance shall protect the Contractor against all claims under applicable state Worker's Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Worker's

Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of each of its employees if not otherwise protected.

2. **Comprehensive General Liability:** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to the property of the Owner or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions of the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusions relative to blasting, explosion, collapse of or damage to buildings, or damage to underground structures.
  3. **Comprehensive Automobile Liability:** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles. Said insurance shall cover the operation onsite or offsite of all motor vehicles licensed for highway use whether they are owned, non-owned, or hired.
  4. **Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance:** The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the Contractor's own policy in like amount.
- c. **Policy Requirements:** The insurance provided by the Contractor hereunder shall be (1) with companies licensed to do business in the state where the Project is located, (2) with companies with a Best's Financial Rating of XI or better, and (3) with companies with a Best's General Policy Policyholders Rating of not less than B, except that in case of Worker's Compensation Insurance, participation in the State Fund, where applicable, is acceptable.
- d. **Insurance policies required hereunder to have the Owner and Engineer named as additional insured shall,** (1) include a provision that the policies are primary and do not participate with, nor exceed any other valid and collectible insurance, (2) include a waiver of subrogation against the Owner, its agents and employees, and (3) for Builders All Risk Insurance, provide for deductible amounts not exceeding 5 percent of the insurable values of the Work of the Contractor for the perils of all risks of physical loss or damage, including but not limited to fire and wind and associated perils, vandalism and malicious mischief, earthquake, and flood. In the event of an insured loss or damage, the Contractor agrees to pay to the Owner upon demand an amount equal to the deductible amount.
- e. **Owner May Insure for Contractor:** In case of the breach of any provision of this Article the Owner may, at the Owner's option, take out and maintain at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Owner may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to the Contractor under this Contract.

## **ARTICLE 6 - THE CONTRACTOR'S RESPONSIBILITIES**

### **6.1 Supervision and Superintendence:**

- a. The Contractor shall supervise 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. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but the Contractor shall not be responsible for the negligence of

others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the contract documents. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

- b. The Contractor shall designate in writing and keep on the work at all times during its process a competent, resident, technically qualified, English-speaking superintendent, acceptable to the Owner, who shall not be replaced without written notice to the Owner and the Engineer except under extraordinary circumstances. The superintendent shall be the contractor's representative at the site and shall have authority to act on behalf of the Contractor in all matters. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communication to the Owner through the Engineer.
- c. The sole activity and responsibility of the Contractor's Supervisor or Superintendent shall be the full-time superintendence of the work. The Superintendent shall not engage in any activity which detracts in any way from his ability to devote his complete attention to superintendence of the work nor from the mobility required to personally oversee all physical areas of work activity within the project. The Superintendent shall be present at the site of the work at all times while work is in progress. Failure to observe these requirements shall be considered as suspension of the work by the Contractor until such time as such Supervisor or Superintendent is again present at the site and/or able to devote full attention to superintendence of the project.
- d. Each Subcontractor shall, before starting construction, designate in writing one person who shall have authority to act on behalf of the Subcontractor and who shall be present at the work site at all times while the Subcontractor's work is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Subcontractor until such time as the designated person is present at the site of the work.

## **6.2 Labor, Materials, and Equipment:**

- a. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract Documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the Owner's written consent given after prior written notice and approval by the Engineer. If the Contractor performs any work after regular working hours, or on Saturday, Sunday, or any legal holiday, it shall pay the Owner any additional cost incurred by the Owner as a result of such work.
- b. Except as otherwise provided in this Article, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of eight (8) hours in any one calendar day or forty (40) hours in anyone (1) calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid to the Contractor for overtime work only in the event that extra work is ordered by the Engineer, and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.
- c. All costs of inspection and testing performed during overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due the Contractor.
- d. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up, and completion of the work.
- e. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract

Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the Owner, nor any of the Owner's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Articles 9.9c or 9.9d.

### **6.3 Adjusting Progress Schedule:**

The Contractor shall submit any adjustments in the progress schedule to the Engineer for acceptance in accordance with the provisions for "Contractor Submittals" in the General Requirements.

### **6.4 Substitutes or "or-Equal" Items:**

The contractor shall submit proposed substitutes or "or-equal" items in accordance with the provisions for "Contractor Submittals" in the General Requirements.

### **6.5 Concerning Subcontractors, Suppliers, and Other:**

- a. The Contractor shall be fully responsible to the Owner and for the acts and omissions of its subcontractors and their employees to the same extent as the Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this Article shall create any contractual relationship between the Owner or the Engineer and any subcontractor, nor shall it relieve the Contractor of any liability or obligation under the prime Contract.
- b. The Divisions and Sections of the Specifications and identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or suppliers or in delineating the work to be performed by any specific trade.

### **6.6 Permits, License Fees, and Royalties:**

- a. Unless otherwise provided in the Supplementary General Conditions, the Contractor shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis of claims for additional compensation. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The 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. The Contractor shall pay all charges of utility owners for connections to the work, and the Owner shall pay all charges of such utility owners for connections to the work.
- b. The 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. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses, and expenses (including attorney's fees and court and arbitration costs) arising out of 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, and shall defend all such claims in connection with any alleged infringement of such rights.

### **6.7 Laws and Regulations:**

The Contractor shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the work, or the conduct of the workers or employees. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the Contractor shall report the same in writing to the Engineer. The Contractor shall indemnify, defend, and hold harmless the Owner, the Engineer, and their officers, agents, and employees against all claims or liability arising from violation of any such law,



ordinance, code, order, or regulation, whether by Contractor or its employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local laws and regulations. Where an individual state act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

## **6.8 Taxes:**

The Texas legislature in 1991 in its first special session passed 1 H.B. 11 which amended the Texas Limited Sales Excise and Use Tax Act which requires a Contractor who is engaged in a capital improvements project for a city to pay tax on tangible personal property purchased under the contract. According to an August 19, 1991, letter from the State Comptroller's Tax Administration Division, the use of "Separated Contracts" will allow for tax free purchases of tangible personal property for the project. Separated Contracts are those that separate services costs from materials costs. This procedure may not be used for materials which do not become part of a finished project. (Example: equipment rentals). This legislation is effective for all contracts and bids entered into after August 14, 1991.

## **6.9 Use of Premises:**

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Owner by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the Owner harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequently out of any action, legal, or equitable brought by any such other party against the Owner to the extent based on a claim arising out of the Contractor's performance of the Work.

## **6.10 Safety and Protection:**

- a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to the following:
  - 1. All employees on the project and other persons and organizations who may be affected thereby;
  - 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. The Contractor shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- c. The Contractor shall designate a responsible representative at the site whose duty and responsibility shall be the prevention of accidents. This person shall be the Contractor's superintendent or project manager unless otherwise designated in writing by the Contractor to the Owner.

## **6.11 Shop Drawings and Samples:**

- a. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the Contractor shall submit to the Engineer for review all Shop Drawings in accordance with the accepted schedule of Shop Drawing submittals specified in the General Requirements.
- b. The Contractor shall also submit to the Engineer for review all samples in accordance with the accepted schedule of sample submittals specified in the General Requirements.
- c. Before submittal of each shop drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.
- d. The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission and the Engineer has given written approval of each such variation; nor will any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Article 6.11c.
- e. Where a shop drawing or sample is required by the Specifications, any related Work performed prior to the Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of the Contractor.

## **6.12 Continuing the Work:**

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

## **6.13 Indemnification:**

- a. The contractor shall indemnify, defend, and hold harmless the owner, their agents, officers, and employees from and against all claims and liabilities arising under or by reason of the contract or any performance of the work. This indemnity expressly extends to claims alleging negligence by the City of Liberty, Texas, its agents, officers, or employees arising from actions taken or occurrences under this contract. Such indemnification by the contractor shall include but not be limited to the following:
  1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or its agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or its agents;
  2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents;
  3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or the Owner in the performance of this Contract of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
  4. Liability or claims resulting directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor or its agents;
  5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or its agents; and,
  6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.
  7. Liabilities or claims of whatever kind or character, arising out of or in connection with the performance by the Contractor of those services contemplated by this Agreement, based upon allegations of negligent acts of Contractor, its officers, agents, employees, and expressly including allegations of negligence, acts or omissions of the Owner, the Engineer, their consultants, agents, officers or employees, when such allegations of negligence to the Owner or Engineer arise from the actions and Work undertaken by Contractor hereunder.
- b. The Contractor shall reimburse the Owner, and the Engineer for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by said Owner, and the Engineer in enforcing the provisions of this Article.
- c. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under the workers' compensation act, disability benefit acts, or other employee benefit acts.

## **6.14 Contractor's Daily Reports:**

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Engineer and shall be submitted to the Engineer at the conclusion of each workday.

## **6.15 Assignment of Contract:**

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof or its right, title, or interest therein, or obligations thereunder, without written consent of the Owner, except as imposed by law. If the Contractor violates this provision, the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee, growing out of such termination.

# **ARTICLE 7 - OTHER WORK**

## **7.1 Related Work at Site:**

- a. The Owner may perform other work related to the Project at the site by the Owner's own forces, have other work performed by utility owners, or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work.
- b. The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the Owner if the Owner is performing the additional work with the Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.
- c. If any part of the Contractor's Work depends, for proper execution or results, upon the work of any such other contractor or utility owner (or the Owner), the Contractor shall inspect and promptly report to the Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

## **7.2 Coordination:**

If the Owner contracts with others for the performance of other work on the project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary General Conditions. Unless otherwise provided in the Supplementary General Conditions, neither the Owner nor the Engineer shall have any authority or responsibility in respect of such coordination.

## **ARTICLE 8 - THE OWNER'S RESPONSIBILITIES**

### **8.1 Communications:**

The Owner shall issue all its communications to the Contractor through the Engineer.

### **8.2 Payments:**

The Owner shall make payments to the Contractor as provided in Articles 14.5 and 14.8.

### **8.3 Lands, Easements, and Surveys:**

The Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Articles 4.1 and 4.5. The Owner shall identify and make available to the Contractor copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by the Engineer in preparing the Drawings and Specifications.

### **8.4 Change Orders:**

The Owner shall execute Change Orders as indicated in Article 10.1d.

### **8.5 Inspections and Tests:**

The Owner's responsibility in respect of certain inspections, tests, and approvals is set forth in Article 13.3b.

### **8.6 Suspension of the Work:**

In connection with the Owner's right to stop work or suspend work, see Articles 13.4 and 15.1. Articles 15.2 and 15.3 deal with the Owner's right to terminate services of the Contractor under certain circumstances.

## **ARTICLE 9 - THE ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.1 Owner's Representative:**

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

### **9.2 Visits to Site:**

The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

### **9.3 Project Representation:**

The Engineer will furnish an inspector to assist the Engineer in observing the performance of the work. The duties, responsibilities, and limitations of authority of any such inspector will be as provided in the Supplementary General Conditions.

### **9.4 Clarifications and Interpretations:**

The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as may be determined to be necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

### **9.5 Authorized Variations in Work:**

The 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 Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on the Owner, and also on the Contractor who shall perform the work involved promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefor as provided in Article 11 or Article 12.

### **9.6 Rejecting Defective Work:**

The Engineer will have authority to disapprove or reject work which the Engineer believes to be defective and will also have authority to require special inspection or testing of the work as provided in Article 13.3g, whether or not the work is fabricated, installed, or completed.

### **9.7 Contractor Submittals, Change Orders, and Payments:**

- a. The Engineer will review all the Contractor submittals, including shop drawings, samples, substitutes, or "or equal" items, etc., in accordance with the procedures set forth in the General Requirements.
- b. In connection with the Engineer's responsibilities as to Change Orders, see Articles 10, 11 and 12.
- c. In connection with the Engineer's responsibilities with respect to Preparation of Progress Payment Schedules, see Article 14.

## **9.8 Decisions or Disputes:**

- a. The Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the work thereunder. Claims, disputes, and other matters relating to the acceptability of the work; the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or the Contract Time will be referred initially to the Engineer in writing with a request for formal decision in accordance with this Article, which the Engineer will render in writing within 30 calendar days of receipt of the request. Written notice of each such claim, dispute, and other matter shall be delivered by the Contractor to the Engineer promptly (but in no event later than 30 calendar days) after the occurrence of the event giving rise thereto. Written supporting data shall be submitted to the Engineer within 60 calendar days after such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim.
- b. When functioning as arbiter and judge, the Engineer will not show partiality to the Owner or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Article 14.12) will be a condition precedent to any exercise by the Owner or the Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

## **9.9 Limitations on the Engineer's Responsibilities:**

- a. Neither the Engineer's authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or for any other person or organization performing any of the Work.
- b. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the 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 Articles 9.9c or 9.9d, herein.
- c. The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
- d. The Engineer will not be responsible for the acts or omissions of the Contractor nor of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.1 General:**

- a. Without invalidating the Agreement and without notice to any surety, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Change Order or a Work Directive Change issued by the Engineer. Upon receipt of such document, the Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.
- b. If the Owner and the Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.
- c. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, and supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Article 13.3.
- d. The Owner and the Contractor shall execute appropriate Change Orders covering the following:
  - 1. Changes in the Work which are ordered by the Owner pursuant to Article 10.1a;
  - 2. Changes required because of acceptance of defective work under Article 13.7;
  - 3. Changes in the Contract Price or Contract Time which are agreed to by the parties;
  - 4. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by the Engineer pursuant to Article 9.8; and
  - 5. Any other changes agreed to by the parties.
- e. If notice of any change required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly.

### **10.2 Allowable Quantity Variations:**

- a. In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in the quantity of any unit price bid item of the Work in excess of 20 percent.
- b. In the event a part of the Work is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the Owner and the Contractor. If the Owner and the Contractor fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.



# ARTICLE 11 - CHANGE OF CONTRACT PRICE

## 11.1 General

- a. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.
- b. The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than 30 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 calendar days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by the Engineer in accordance with Article 9.8 if the Owner and the Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article 11.1b.
- c. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
  1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
  1. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 11.4).
  2. On the basis of the Cost of the Work (determined as provided in Articles 11.2 and 11.3), plus a Contractor's Fee for overhead and profit (determined as provided in Article 11.4, herein).

## 11.2 Cost of Work (Based on Time and Materials):

- a. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project.
- b. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces will be the sum of the following:
  1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Engineer that the services of foremen do not constitute a part of the overhead allowance.
  2. All payment imposed by state and federal laws including, but not limited to, compensation insurance, and social security payments.
  3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the extra work and as later requested by the Engineer, the contractor shall furnish the Engineer proof of labor compensation rates being paid.

- c. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

1. Trade discounts available to the purchaser shall be credited to the Owner notwithstanding the fact that such discounts may not have been taken by the Contractor.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If in the opinion of the Engineer the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount.
  3. The Owner reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- d. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Engineer. The Contractor may furnish cost data which might assist the Engineer in the establishment of the rental rate.
1. All equipment shall, in the opinion of the Engineer, be in good working condition, properly fueled, and suitable for the purpose for which the equipment is to be used.
  2. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Engineer, in duplicate, a description of the equipment and its identifying number.
  3. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  4. Individual pieces of equipment or tools having replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

5. Rental time will not be allowed while equipment is inoperative due to breakdowns, malfunctions, or operator unavailability.
- e. Equipment on the Work: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour 30 minutes or more will be considered one hour of operation.
  2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be ½-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the Contractor will be paid for the equipment and operator, as set forth in Subparagraphs (3), (4), and (5), following.
  3. Payment for the equipment will be made in accordance with the provisions in Article 11.2d, herein.
  4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the Work, or in the absence of such labor, established by collective bargaining agreements for the type workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 11.2b, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.
  5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 11.4, herein.

### **11.3 Special Services:**

- a. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Engineer in making estimates for payment for special services:
1. When the Engineer and the Contractor, by agreement, determine that a special service or work is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Engineer, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
  2. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
  3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for special services.

- b. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the Contractor's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the Owner for review prior to the performance of any work hereunder.

**11.4 Contractor’s Fee:**

- a. Work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the Engineer, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the Work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the total cost of labor, materials, or equipment provided for under Paragraphs 11.2b, c, and d, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST		OVERHEAD AND PROFIT ALLOWANCE
Labor	.....	15 percent
Materials	.....	15 percent
Equipment	.....	15 percent

- b. It is understood that labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the Contractor may add 15 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 15-percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate work transaction.

**ARTICLE 12 - CHANGE OF CONTRACT TIME**

**12.1 General:**

- a. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than 30 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 calendar days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer in accordance with Article 9.8 if the Owner and the Contractor cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Article 12.1a.
- b. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefor as provided in Article 12.1a and if approved therefore by Engineer. Such delays shall include acts of neglect by the Owner or others performing additional work as contemplated by Article 7, or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes.
- c. All time limits stated in the Contract Documents are of the essence of the Agreement.

**12.2 Extensions of Time for Delay Due to Inclement Weather:**

- a. Inclement weather is any weather condition or conditions resulting immediately therefrom, causing the Contractor to suspend construction operations, or preventing the Contractor from profitably utilizing at least

75 percent of the normal labor and equipment force engaged on the Work.

- b. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, or the forecast by the local NOAA Weather Reporting Station of 30% or greater chance of inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- b. Any such regular workdays not worked due to the circumstances set forth in subparagraphs 12.2a and 12.2b above will entitle the Contractor to an extension of time equal to the time lost only to the extent such time exceeds the usual, expected inclemency for the local area of the Work as established by a 10-year statistical average of such weather conditions as recorded by the National Oceanic and Atmospheric Administration. Article 12.1 of the Supplementary General Conditions of these Contract Documents identifies the inclemency base established for this Project in accordance with the procedure set forth above.

## **ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### **13.1 Warranty and Guarantee:**

The Contractor warrants and guarantees to the Owner and the Engineer for a period of one year after final acceptance by the owner, that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects known to the Owner, or the Engineer shall be given to the Contractor. Neither the right to inspect, nor the presence of inspectors, the Engineer, consultants, or testing agencies hired by the Owner or the Engineer, nor their general review or approval shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

### **13.2 Access to Work:**

The Engineer and the Engineer's representatives, other representatives of the Owner, testing agencies, and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access. Such observation, inspections and testing shall not be construed as the basis for any claims of delay but shall be considered a normal and necessary part in the progress of the work.

### **13.3 Tests and Inspections:**

- a. The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals, but in no event less than 24 hours notice.
- b. If Laws or Regulations of any public body having jurisdiction other than the Owner, require any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing, or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in the Owner's or the Engineer's acceptance of a Supplier of materials or equipment proposed as a substitution or "or equal" to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the Owner (unless otherwise specified).
- c. The Engineer will make, or have made, such inspections and tests as the Engineer deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the Contractor. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by

the Engineer, as well as the cost of subsequent re-inspection and re-testing. Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents.

- d. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Owner.
- e. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Engineer, it shall, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to perform such test or to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.
- f. If any work is covered contrary to the written request of the Engineer, it shall, if requested by the Engineer, be uncovered for the Engineer's observation, and replaced at the Contractor's expense.
- g. If the Engineer considers it necessary or advisable that covered work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as the Engineer may require, that portion of the Work in question and shall furnish all necessary labor, material, and equipment. If it is found that such work is defective, the Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price for such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided in Articles 11 and 12.

#### **13.4 Owner May Stop the Work:**

If the Work is defective, or the Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

#### **13.5 Correction or Removal of Defective Work:**

If required by the Engineer, the Contractor shall promptly either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Engineer, the Contractor shall remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs of such correction or removal, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, made necessary thereby.

### **13.6 One Year Correction Period:**

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or 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, the Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with non defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, shall be paid by the Contractor. 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 Contract Documents.

### **13.7 Acceptance of Defective Work:**

If, instead of requiring correction or removal and replacement of defective Work, the Owner prefers to accept the Work, the Owner may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Price.

## **ARTICLE 14 - PAYMENTS TO THE CONTRACTOR AND COMPLETION**

### **14.1 Schedule of Values (Lump-Sum Price Breakdown):**

The schedule of values or lump-sum price breakdown established as provided for in the General Requirements shall serve as the basis for progress payments and will be incorporated into a Progress Payment Schedule Form prepared by the Engineer.

### **14.2 Unit Price Bid Schedule:**

Progress payments of unit-priced work will be based upon the number of units completed.

### **14.3 Progress Payments:**

- a. Unless otherwise prescribed by law, on or before the 5th calendar day of each month, the Engineer shall prepare and submit to the Owner for review a Progress Payment Schedule covering measured portions of the Work completed as of the last calendar day of the preceding month, as reported in the inspector's daily reports with such supporting documentation as required by the Contract Documents.
- b. The Net Payment due to the Contractor shall be the Contractor's Total Earnings to date from which will be deducted the amount of retainage specified in the Contract Documents; the total amount of all previous payments made to the Contractor; any liquidated damages as may become due, and any special deductions in the Contract Price.

### **14.4 Contractor's Warranty of Title:**

The 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 the Owner no later than the time of final payment free and clear of all liens.

#### **14.5 Review of Progress Payment Schedule:**

- a. The Owner will review the Progress Payment Schedule and either accept it for payment, or within seven (7) calendar days, return it to the Engineer, noting in writing the exceptions taken to the Schedule as submitted. In the latter case, the Engineer shall make the corrections required and resubmit the Schedule to the Owner for processing.
- b. The Owner may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the Owner on account of the Contractor's performance of the work, or Liens have been filed in connection with the work, or there are other items entitling the Owner to a credit against the amount recommended, but the Owner must give the Engineer written notice within seven (7) days of receipt of the Engineer's recommended Progress Payment Schedule (with a copy to the Contractor) stating the reasons for such action.

#### **14.6 Beneficial Use or Occupancy and Partial Utilization:**

- a. Partial Utilization: The Owner shall have the right to utilize or place into service any item of equipment or other usable portion of the work prior to completion of the work. Whenever the Owner plans to exercise said right, the Contractor will be notified in writing by the Owner fourteen (14) days in advance, identifying the specific portion or portions of the work to be so utilized or otherwise placed into service.
- b. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the work to be partially utilized shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the Owner will accept responsibility for the protection and maintenance of all such items or portions of the work described in the written notice.
- c. Beneficial Use or Occupancy: The Owner shall have the right, at its option and convenience, to occupy or otherwise make use of all or any part of the project premises at any time prior to substantial completion, fourteen (14) days in advance written notice to the Contractor. Beneficial occupancy or use shall be subject to the following conditions:
  1. The Owner shall use its best efforts to prevent occupancy from interfering with the conduct of the Contractor's remaining work;
  2. The Contractor shall not be required to repair damage to the premises if the same was caused by, or pursuant to, the Owner's occupancy or use;
  3. The one-year correction period for those portions of the premises occupied and equipment used by the Owner shall start as of the date of actual occupancy or use;
  4. Occupancy or use shall not constitute acceptance by the Owner either of the completed work or any portion thereof, nor will it relieve the Contractor from full responsibility for correcting defective work or materials found before completion and acceptance of all the work during the period specified in Article 13.6;
  5. Occupancy or use shall not be deemed to be the equivalent of filing a Notice of Substantial Completion/Notice of Completion or a Cessation of Labor;
  6. There shall be no added cost to the Owner due to pre-completion occupancy or use.

#### **14.7 Substantial Completion:**

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the Owner and the Engineer in writing that the Work is substantially complete and request that the Engineer schedule a Final Inspection. Within a reasonable time thereafter, the Owner, the Contractor, and the Engineer shall inspect the Work to determine the status of completion. If the Owner does not consider the Work to be substantially complete, it will request that the Engineer so notify the Contractor in writing, stating the reasons therefor. If the Owner considers the Work substantially complete, with only minor items of corrective work remaining, it will



instruct the Engineer to prepare and deliver to the Owner for its execution and recordation six (6) copies of the Notice of Substantial Completion/Notice of Completion, signed by the Engineer and Contractor. As applicable, there shall be attached to the Notice a list of items (punch list) to be completed or corrected before the Final Progress Payment will be made. Upon execution and recordation of the Notice by the Owner, which shall fix the date of Substantial Completion, the Owner will furnish the Contractor with two (2) copies of the executed Notice with punch list attached as applicable. The Contractor shall immediately upon receipt of the executed Notice and attached punch list, begin such corrective work as is required by the Owner and indicated on the punch list. All corrective work must be completed by the Contractor to the satisfaction of the Owner within thirty (30) calendar days following the date of Substantial Completion as established according to the provisions of this Article 14.7. If, at the expiration of the 30-day correction period, outstanding items of corrective work remain, the Owner may, at its option, accept the work or, in response to extraordinary conditions and at the written request of the Contractor, grant one (1) thirty (30) calendar day extension of time for completion of all outstanding punch list items. If, at the expiration of the 30-day extension period or if at the expiration of the original 30-day corrective work period an additional extension is not granted by the Owner and the Owner accepts the Work with items of corrective work outstanding, the Engineer is directed to deduct up to two (2) times the value of such outstanding items of work from the Final Progress Payment Schedule and the Contractor does hereby waive any and all claims to all monies withheld by the Owner to cover up to two (2) times the value of all uncorrected or incomplete items of the Work. The Engineer shall be the sole and final judge of the value of uncorrected and/or incomplete items of the work.

#### **14.8 Final Progress Payment:**

The Final Progress Payment shall comprise all billable items or the Work including billable items of corrective work completed through the end of the Final Progress Payment Period. The Final Progress Payment shall be based on the Final Progress Payment Schedule prepared by the Engineer and shall be calculated as follows: Final Progress Payment due shall equal the sum value of completed items of the Work plus the value of completed Change Order Work less 5% retainage, less Liquidated Damages (as applicable), less Special Reductions (as applicable), less an amount up to two (2) times the value of outstanding items of corrective work (as applicable) and less all previous payments.

#### **14.9 Acceptance by Owner and Final Payment:**

At such time that the Contractor has completed all items of corrective work or, upon expiration of the corrective work period(s) in accordance with the provisions of Article 14.7, above, the Contractor shall deliver to the Engineer all documentation called for in these Contract Documents together with complete and legally effective releases or waivers (satisfactory to the Owner) of all claims arising out of or filed in connection with the Work by any vendor, supplier, rental agency, subcontractor or others having directly or indirectly supplied goods, services materials and/or equipment utilized for or incorporated in the construction of the Work. Additionally, and concurrent with the above, the Contractor shall deliver to the Engineer, all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, record documents and other documents, all as required by these Contract Documents. If, on the basis of the Engineer's reports and recommendations and the Owner's examination of the documentation and waivers of claims submitted by the Contractor, the Owner is satisfied that the Work has been completed and that the Contractor's obligations under the requirements of these Contract Documents have been fulfilled, the Owner will, within 15 calendar days after acceptance of Work by the Owner's governing body, make Final Payment to the Contractor. The amount of the Final Payment shall be calculated as follows: The Value of all completed items of the Work plus the value of completed Change Order Work, less Liquidated Damages (as applicable), less Special Reductions (as applicable), less outstanding claims (as applicable), less up to two (2) times the value of outstanding items of corrective work (as applicable), less total amounts previously paid.

#### **14.10 Contractor's Continuing Obligation:**

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any Progress or Final Payment by the Engineer, nor the issuance of a Notice of Substantial Completion/Notice of Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

#### **14.11 Final Payment Terminates Liability of the Owner:**

The acceptance by the Contractor of the Final Payment referred to in Article 14.9 herein shall be a release of the Owner and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the Owner or of any person relating to or affecting the Work, except demands made against the Owner for the remainder, if any, of the amounts kept or retained under the provisions of Article 14.9, herein; and excepting all pending, unresolved claims filed prior to the date of the Notice of Substantial Completion/Notice of Completion.

### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

#### **15.1 Suspension of Work by Owner:**

The Owner, acting through the Engineer, may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 calendar days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Engineer of a Notice to Resume Work. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes an approved claim therefore as provided in Articles 11 and 12.

#### **15.2 Termination of Agreement by Owner (Contractor Default):**

- a. In the event of default by the Contractor, the Owner may give 14-calendar days written notice to the Contractor of Owner's intent to terminate the Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be considered a default by the Contractor whenever the Contractor shall:
  1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
  2. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;
  3. Disregard or violate provisions of the Contract Documents or Engineer's instructions;
  4. Fail to perform the Work according to the approved Progress Schedule; or
  5. Fail to provide a Full-Time qualified Superintendent or Project Manager, competent workers, or materials or equipment meeting the requirements of the Contract Documents.If the Contractor fails to remedy the conditions constituting default within the time allowed, the Owner may issue the Notice of Termination.
- b. In the event that the Agreement is terminated in accordance with any provision of Article 15.2.a, herein, the Owner shall have the right to take possession of the Work and may complete the Work by whatever method or means the Owner may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds that balance which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference.

#### **15.3 Termination of Agreement by Owner (For Convenience):**

The Owner may terminate the Agreement at any time if it is found that reasons beyond the control of either the Owner or the Contractor make it impossible or against the Owner's interests to complete the Work. In such a case, the Contractor shall have no claims against the Owner except: (1) for the value of the work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would have been needed in the work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Engineer in accordance with the procedure prescribed for the preparation of the final Progress Payment Schedule and payment under Articles 14.8 and 14.9.

#### **15.4 Termination of Agreement by Contractor:**

The Contractor may terminate the Agreement upon fourteen (14) calendar days written notice to the Owner, whenever:

- a. The Work has been suspended under the provisions of Article 15.1, herein, for more than ninety (90) calendar days through no fault or negligence of the Contractor, and Notice to Resume Work or to terminate the Agreement has not been received from the Owner within this time period; or
- b. The Owner should fail to pay the Contractor any monies due in accordance with the terms of the Contract Documents and within sixty (60) calendar days after presentation to the Owner by the Contractor of a request therefor, unless within said fourteen (14) calendar day period after receipt by Owner of Notification to Terminate, the Owner shall have remedied the condition upon which the payment delay was based.

In the event of such termination, the Contractor shall have no claim against the Owner except for those claims specifically enumerated in Article 15.3, herein, and as determined in accordance with the requirements of said Article.

### **ARTICLE 16 - MISCELLANEOUS**

#### **16.1 Giving Written Notice:**

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if 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 if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### **16.2 Title to Materials Found on the Work:**

The Owner shall have the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the Work, without charge, any such materials which meet the requirements of the Contract Documents.

#### **16.3 Right to Audit:**

If the Contractor submits a claim to the Owner for additional compensation, the Owner shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the Owner deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Owner for auditing, all relevant accounting records and documents, and other financial

data, and upon request, shall submit true copies of requested records to the Owner.

**16.4Asbestos:**

If the Contractor during the course of the work observes the existence of asbestos in a structure or building, the Contractor shall promptly notify the Owner and the Engineer. The Owner shall consult with the Engineer regarding removal or encapsulation of the asbestos material and the Contractor shall not perform any work pertinent to the asbestos material prior to receipt of special instructions from the Owner through the Engineer.

**- END OF GENERAL CONDITIONS -**

## SECTION 1200

### CONDITIONS OF THE CONTRACT SUPPLEMENTARY GENERAL CONDITIONS

#### GENERAL

These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

#### ARTICLE 1 - SUPPLEMENTARY DEFINITIONS

In addition to the definitions in the provisions of Article 1 of the General Conditions, the following respective supplemental definitions shall apply:

**Engineer** – City of Liberty – Public Works Director.

**Owner** - The Owner is the City of Liberty, Texas

#### ARTICLE 2 - PRELIMINARY MATTERS

##### 2.1 Legal Address of the Owner:

The official, legal address of the Owner shall be 1829 Sam Houston Street, Liberty, Texas 77575, or such other address as the Owner may subsequently designate in written notice to the Contractor.

##### 2.2 Legal Address of the Engineer

The official, legal address of the Engineer shall be 1100 N. Main St. Liberty, Texas 77575, or such other address as the Engineer may subsequently designate in written notice to the Contractor.

#### ARTICLE 3 - CONTRACT DOCUMENT : INTENT, AMENDING, REUSE

##### 3.1 Scope:

The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation services, and all fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Specifications, Schedules, Drawings, and other Contract Documents as defined in the Contract, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Drawings or other Contract Documents. The Work shall be complete, and all work, materials, and services not expressly called for or shown in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.

##### 3.2 Contract Drawings:

- a. The locations of the Work, its general nature and extent, and the form and general dimensions of the Project and appurtenant works are shown on the Drawings and are hereby made a part of these Contract Documents as listed herein, all bearing the common title:

## LIST OF DRAWINGS

Drawing No.

Drawing Title

### AS SHOWN ON TITLE SHEET OF PLANS

- b. The Contractor will be furnished two (2) sets of Contract Documents without charge. Additional sets will be furnished upon request at the actual cost of reproduction.

## ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS

### 4.1 Subsurface and Existing Structures:

- a. In the preparation of the Contract Documents, the Engineer has relied upon the following reports of explorations and tests of subsurface conditions at the site of the Work:
- b. The Engineer has also relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities) which are at or contiguous to the site of the Work:
- c. Copies of these reports and drawings may be examined at the office of the Engineer during regular business hours if said reports and drawings are not bound herein. As provided in Article 4.2 of the General Conditions and as identified and established above, the Contractor may rely upon the accuracy of the technical data contained in these reports and drawings which are incorporated in the Contract Documents by reference. However, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such reports or drawings, which are not a part of the Contract Documents, or the completeness thereof is the responsibility of the Contractor.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.1 Performance and Other Bond Amounts:

The Contractor shall furnish a satisfactory Performance Bond in the amount of 100 percent (100%) of the Contract Price and a satisfactory Payment Bond in the amount of 100 percent (100%) of the Contract Price.

### 5.2 Insurance Amounts:

The limits of liability for the insurance required by Article 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- a. Workers' Compensation: (Under Article 5.2 of the General Conditions):
  - 1. Per Statutory Requirements
  - 2. Employer's Liability: \$ 1,000,000
- b. Comprehensive General Liability and Automobile Liability: (Under Article 5.2 of the General Conditions: shall include completed operations and product liability.)
- c. The City of Liberty, Texas and the Engineer shall be named as additional insured.

## 5.2 INSURANCE AMOUNT CONT.

A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. The types of insurance and the limits of Liability indicated are the minimum required. Neither OWNER nor ENGINEER warrant the adequacy of the types of insurance or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. CONTRACTOR shall provide verification of all coverages with or on the insurance certificate.

1. Worker's Compensation:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's)	Statutory
(c)	Employer's Liability:	
	Bodily Injury, Each Accident	\$1,000,000
	Bodily injury by Disease, Each Employee	\$1,000,000
	Bodily Injury/Disease Aggregate	\$1,000,000
	Foreign Voluntary Worker Compensation	Statutory

2. Contractor's Liability Insurance which shall also include completed operations and product liability coverages and eliminate any exclusion with respect to property under the care, custody and control of Contractor:

(a)	General Aggregate (Except Products- Completed Operations)	\$2,000,000
(b)	Products - Completed Operations Aggregate	\$2,000,000
(c)	Personal and Advertising Injury (Per Person/Organization)	\$1,000,000
(d)	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
(e)	Property Damage Liability Insurance will provide Explosion. Collapse and Underground coverages where applicable.	

3. Automobile Liability Insurance:
  - (a) Bodily Injury:
 

Each Person	\$1,000,000
Each Accident	\$1,000,000
  - Property Damage:
 

Each Accident	\$1,000,000
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  - or
  - (b) Combined Single Limit  
(Bodily Injury and Property Damage):
 

Each Person	\$1,000,000
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4. Excess or Umbrella Liability:
  - (a) Per Occurrence \$2,000,000
  - (b) General Aggregate \$2,000,000
5. CONTRACTOR's Pollution Liability:
  - (a) Each Occurrence \$2,000,000
  - (b) General Aggregate \$2,000,000

**B. Additional Insured Endorsements**

The Contractor shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds the Owner and the Engineer, using Additional Insurance Endorsement Form CG 20 10 07 04, or equivalent form. General liability policies shall also be endorsed with Form CG 20 37 07 04 to include the "products-completed operations coverage."

C. Endorsements or General Liability policy shall not exclude supervisory or inspection services. The Contractor shall also provide an Additional Insured Endorsement for the automobile policy. Endorsement form shall be CA 20 48, or equal.

D. The insurance shall remain in effect at least until the Work is complete and longer if required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty of correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract.

E. Products and completed operations coverage shall be maintained for three years after final payment. Contractor shall furnish Owner and each other additional insured (as identified in the Special Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.



F. Pursuant to the Texas Worker's Compensation Commission Rule, TAC[JI 10.110 the following language is hereby incorporated into this contract:

Workers' Compensation Insurance Coverage:

I. 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 statutorily 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 owner.

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 or 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.

2. 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.

3. The Contractor must provide a certificate of coverage to the owner prior to being awarded the contract.

4. 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 owner showing that coverage has been extended.

5. The contractor shall obtain from each person providing services on a project and provide to the owner.

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

- (b) 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.
- 6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 7. The Contractor shall notify the Owner 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.
- 8. 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.
- 9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (a) 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;
  - (b) 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;
  - (c) 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;
  - (d) obtain from each other person with whom it contracts, and provide to the Contractor;
    - (1) a certificate of coverage, prior to the other person beginning work on the project; and
    - (2) 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;
  - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(f) notify the Owner 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

(g) contractually require each person with whom it contracts, to perform as required by Articles (I) - (16), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner 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.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

## **ARTICLE 6 - THE CONTRACTOR'S RESPONSIBILITIES**

### **6.1 Subcontract Limitations:**

In addition to the provisions of Article 6.5 of the General Conditions, the Contractor shall perform not less than 50 percent of the "Services" as shown on the bid form with its own forces. The 50 percent requirement shall be understood to refer to the "Services" line on the bid form, based on estimated quantities.

### **6.2 Laws and Regulations:**

- a. General: The Work is located in the City of Liberty County of Liberty. The Contractor shall comply with all ordinances, regulations, and other lawful requirements of said City and county and of the State, Federal, and other public authorities within their respective jurisdictions governing the work on public property. In particular, the Contractor's attention is directed to the provisions of Section entitled, "Temporary Environmental Controls."
- b. All work hereunder shall conform to or exceed all applicable requirements of OSHA for health and safety on or about the site.

## **ARTICLE 7 - OTHER WORK**

No changes, additions, or deletions to the General Conditions.

## **ARTICLE 8 - THE OWNER'S RESPONSIBILITIES**

No changes, additions, or deletions to the General Conditions.

## **ARTICLE 9 - THE ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.1 Duties, Responsibilities and Limitations of Authority of the Inspector:**

- a. General: The Inspector, who is the Engineer's representative, will act as directed by and under the supervision of the Engineer and will confer with the Engineer regarding its actions. The Inspector's dealings in matters pertaining to the on-site Work shall in general be only with the Engineer and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor. Written communication with the Owner will be only through or as directed by the Engineer.
- b. Duties and Responsibilities: The Inspector will:
  1. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and will assist said superintendent in understanding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
  2. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is proceeding in accordance with the Contract Documents.
  3. Report to the Engineer whenever the Inspector believes that any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the Engineer when the Inspector believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
  4. Verify that tests, equipment, and system startups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the outcome of these inspections, and report to the Engineer.
  6. Keep a diary or logbook, recording hours on the jobsite, weather conditions, data relative to questions of extras or deductions, instructions given to Contractor, daily activities, observations in general, personnel and equipment, idle equipment, and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
  7. Furnish the Engineer daily reports of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submittals.
  8. Consult with the Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
  9. Report immediately to the Engineer upon the occurrence of any accident.
  10. Submit to the Contractor, a list of observed items requiring completion or correction, before the Engineer prepares a Notice of Substantial Completion/Notice of Completion, as applicable.
  11. Conduct final inspection in the company of the Engineer, the Owner and the Contractor and prepare a punch list of items to be completed or corrected.
  12. Verify that all items on the punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.
- c. Limitations of Authority: Except upon written instruction of the Engineer, the Inspector:
1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
  2. Shall not exceed limitations on the Engineer's authority as set forth in the Contract Documents.
  3. Shall not undertake any of the responsibilities of the Contractor, subcontractors, or Contractor's superintendent, or expedite the Work.
  4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
  5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
  6. Shall not participate in specialized field or laboratory test.

## **ARTICLE 10 - CHANGES IN THE WORK**

No changes, additions, or deletions in the General Conditions.

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

### **11.1 Equipment Rental Rates:**

For each extra work project to be performed on the basis of time and materials, the Engineer will establish equipment rental rates based on the following information:

1. The Contractor shall supply a detailed list of equipment to be used in completing the extra work. Said list shall identify each basic machine, its attachments, appurtenances, peripheral equipment, and external power source(s) (if required) in accordance with the provisions of Article 11.2d.3 of the General Conditions.

2. Based on information supplied in accordance with Article 11.1.1, above, the Engineer will establish a rental rate for each piece of equipment based on the lowest average of any three rate quotations obtained from local rental equipment firms offering similar available equipment, or, if not locally available, upon the "Contractors Equipment Cost Guide" as published by DataQuest.

## **ARTICLE 12 - CHANGE OF CONTRACT TIME**

### **12.1 Inclement Weather Delays:**

The Contractor's construction schedule shall be based upon the inclusion of [20] days of inclement weather as defined in Article 12.2a of the General Conditions. No request for an extension of Contract time will be considered until the actual number of inclement weather days exceeds the number of days set out herein.

## **ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No changes, additions, or deletions to the General Conditions.

## **ARTICLE 14 - PAYMENTS TO THE CONTRACTOR AND COMPLETION**

No changes, additions, or deletions to the General Conditions.

## **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

No changes, additions, or deletions to the General Conditions.

## **ARTICLE 16 - MISCELLANEOUS**

No changes, additions, or deletions to the General Conditions.

END OF SECTION

## SECTION 1300

### CONTRACTOR SUBMITTALS

#### 1.01 GENERAL

- A. Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer.
- B. Within seven (7) calendar days after the date of commencement as stated in the Notice to Proceed, the Contractor shall submit the following items to the Engineer for review:
  - 1. A Preliminary CPM Construction Schedule indicating the starting and completion dates of the various stages of the work.
  - 2. A preliminary schedule of Shop Drawing, Sample, and proposed Substitutes or "Or Equal" submittals.
  - 3. A list of all permits and licenses the Contractor shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

#### 1.02 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents, or where required by the Engineer, the Contractor shall furnish to the Engineer for review, 3 copies of each submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items. Said Shop Drawings shall be submitted to the Engineer at a time early enough to allow review of same by the Engineer, and to accommodate the rate of construction progress required under the Contract.
- B. Except as may otherwise be provided herein, the Engineer will return prints of each submittal to the Contractor with its comments noted thereon, within 14 calendar days following their receipt by the Engineer. The Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The Owner reserves the right to withhold monies due the Contractor to cover additional cost of the Engineer's review beyond the second submittal.
- C. If one copy of a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- D. If one copy of the submittal is returned to the Contractor marked "AMEND-RESUBMIT," the Contractor shall revise said submittal and shall resubmit 3 copies of said revised submittal to the Engineer.
- E. If one copy of the submittal is returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said submittal and shall resubmit 3 copies of said revised submittal to the Engineer.
- F. Fabrication of an item may be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- G. All Contractor submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the Engineer. Each submittal shall be dated, signed, and certified by the Contractor, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by

the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

- H. The Engineer's review of Contractor submittals shall not relieve the contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

### **1.03 CONTRACTOR'S SCHEDULES**

- A. The successful Bidder shall, within seven (7) calendar days of the date of the Notice of Award and prior to issuance of the Notice to Proceed, submit a detailed Critical Path Method (CPM) Construction Schedule, hereinafter called "Schedule". The Schedule shall follow the "Sequence of Work" which is listed in the Scope of Work section of these Contract Documents. The Schedule shall consist of the following:
1. A logic network CPM arrow or precedence diagram of sufficient detail to construct each segment of the project and to construct the total project.
  2. A detailed activities list which includes the following information in tabular form:
    - a. A listing of all submittals, production, procurement, and construction management activities;
    - b. The expected duration (in days) of each activity listed;
    - c. The activities upon which the start of each activity depends;
    - d. The resource requirements (manpower, material, and equipment) for each activity; and
    - e. An estimated dollar value of each activity such that the sum total value of all activities equals the total dollar value of the Bid.
- B. The Owner will review with the Contractor the proposed CPM schedule submitted by the Contractor. The purpose of this review is to assure adequate planning for the proper and timely execution of the Work and to assist the Owner in appraising the suitability of the proposed network Schedule for construction of the project.
- C. Upon acceptance by the Owner the Schedule will become the basis for monitoring and measuring the progress of the Work. To assure proper tracking of progress throughout the performance of the Work, the Contractor shall maintain and continuously update his detailed network Schedule. The Contractor shall, during the first week of each month and at other times as the Owner may request, furnish to the Owner an updated schedule which is clearly marked to show the actual percent completion of each activity as of the date of the Schedule update. The Contractor shall submit with the Schedule update, a narrative report of the progress made during the period covered by the Schedule update. This report shall outline accomplishments during the reporting period and shall include a discussion of problems encountered and of how those problems have been or will be dealt with. The narrative report shall also include a discussion of changes or other items encountered which, in the opinion of the Contractor, may cause problems to the future progress of the Work. The Contractor shall include in the report a plan of action for overcoming the potential problems stated.
- D. The Owner retains the right to withhold progress payments until the Contractor's updated schedule has been accepted by the Owner.
- E. During the course of the Work the Schedule may be revised by agreement of the Owner and the Contractor. Each revision of the Schedule shall supersede and replace all previous versions of the Schedule.



The revised Schedule shall include the following information:

1. Date of revision.
  2. Identification of all changes made to the original schedule, including the incorporation of anticipated Change Orders.
  3. Narrative explanation of the reasons for each change.
- F. The Contractor may request Schedule revisions by submitting a revised Schedule in the form outlined above; however, if the Owner cannot agree to the suggested revisions, the Contractor shall make those adjustments as may be required to maintain the original Schedule.
- G. Responsibility for the Contractor's Schedule(s) in all aspects, assumptions, and implications, either known or unknown, made, or assumed, by the Contractor in the preparation of his Schedule(s), is entirely that of the Contractor. Acceptance of the Contractor's schedule(s) by the Owner shall in no way make the Owner responsible for the execution or non-execution of the Contractor's schedule nor is the Owner responsible or liable in any way for any acts, errors, omissions or negligence of the Contractor or any sub-contractor or any of the Contractor's or sub-contractor's agents, assigns, servants or employees or any other person, firm or corporation performing or attempting to perform the Work.

#### **1.04 PROPOSED SUBSTITUTES OR "OR EQUAL" ITEMS**

- A. For convenience of designation in the Contract Documents, any material, product, or equipment to be incorporated in the Work may be designated under a brand or trade name or the name of a manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required characteristics for the purpose intended will be permitted, subject to the following requirements:
1. The burden of proof as to the quality and utility of any such substitute material, product, or equipment shall be upon the Contractor.
  2. The Engineer will be the sole judge as to the quality and utility of any such substitute material, product, or equipment and its decision shall be final.
- B. Wherever in the Contract Documents the name or the name and address of a manufacturer or supplier is given for material, a product, or equipment, or if any other source of a material, product, or equipment is indicated therefore, such information is given for the convenience of the Contractor only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the Contractor to determine the accurate identity and location of any such manufacturer, supplier, or other source of any material, product, or equipment called for in the Contract Documents.
- C. The Contractor may offer any material, product, or equipment which it considers equal to those specified. Unless otherwise provided by law or authorized in writing by the Engineer, the substantiation of any proposed substitute or "or-equal" material, product, or equipment must be submitted within 30 calendar days after the execution of the Agreement. The Contractor, at its sole expense, shall furnish data concerning items it has offered as substitute or "or-equal" to those specified. The Contractor shall provide the data required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the substitute or "or-equal" item will fulfill its intended function.
- D. The Contractor's attention is further directed to the requirement that its failure to submit data substantiating a request for a substitution of an "or equal" item within said 30-day period shall be deemed to mean that the Contractor intends to furnish one of the specific brand or trade-named materials, products, or equipment specified in the Contract Documents and the Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment in each such case. Wherever a proposed substitute material, product, or equipment has not been submitted within said 30-day period, or wherever the submission of a proposed

substitute material, product, or equipment fails to meet the requirements of the Specifications and an acceptable resubmittal is not received by the Engineer within said 30-day period, the Contractor shall furnish only one of the materials, products, or equipment originally-named in the Contract Documents. Approval by the Engineer of a substitute item proposed by the Contractor shall not relieve Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substituted item. The Contractor shall also be responsible for resultant changes and all additional costs which the substitution requires in its work, the work of its subcontractors and of other contractors and shall effect such changes without cost to Owner.

## **1.05 SAMPLES**

- A. Unless otherwise specified, whenever in the Specifications samples are required, the Contractor shall submit not less than 3 samples of each such item or material to the Engineer for approval at no additional cost to the Owner.
- B. Samples, as required herein, shall be submitted for approval a minimum of 14 calendar days prior to ordering such material for delivery to the job-site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the Work.
- C. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and manufacturer's names for identification and submittal to the Engineer for approval. Upon receiving approval of the Engineer, one set of the samples will be stamped and dated by the Engineer and returned to the Contractor, one set will be retained by the Engineer, and one set of samples shall remain at the job site until completion of the Work.
- D. Unless otherwise specified, all colors and textures of specified items will be selected by the Engineer from the manufacturer's standard colors and standard materials, products, or equipment lines.

## **1.06 SPARE PARTS LISTS**

- A. The Contractor shall furnish to the Engineer 5 identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part.
- B. The spare parts list shall be limited to those spare parts which each manufacturer recommends be maintained by the Owner in inventory at the plant site. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to facilitate the Owner in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring, loose-leaf, vinyl plastic hard cover binders suitable for bookshelf storage.

## **1.07 RECORD DRAWINGS**

- A. The Contractor shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the Work as actually constructed. These master record drawings of the Contractor's representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date during the progress of the Work.
- B. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- C. Record drawings shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the work.

- D. Requests for partial payments will not be approved if the record drawings are not kept current, and not until the completed record drawings, showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, have been inspected by the Engineer.
- E. Final payment will not be approved until the Contractor-prepared record drawings have been delivered to the Engineer. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.
- F. Upon substantial completion of the Work and prior to final acceptance, the Contractor shall complete and deliver a complete set of record drawings to the Engineer for transmittal to the Owner, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, nor for any errors or omissions which may appear on the Record Drawings as a result.

- END OF SECTION -

## SECTION 1350

# REFERENCE STANDARDS AND ABBREVIATIONS

### 1.01 GENERAL

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.

### 1.02 REFERENCE CODES

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to "Building Code" or "SSBC" shall mean the Southern Standard Building Code of the Southern Building Code Congress (SBCC). The latest edition of the code as approved and used by the local agency as of the date of award, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

### 1.03 REFERENCE STANDARD SPECIFICATIONS AND DRAWINGS

- A. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein; except, that whenever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.
- B. References in the Contract Documents to "Standard Specifications" shall mean the City of Liberty Street Construction Standards and/or the Texas Department of Transportation (TxDOT) 2004 Standard Specifications for Construction of Highways, Streets, and Bridges, including all current supplements, addenda, and revisions thereof.
- C. Applicable Standard Drawings: References herein to "Standard Drawings" shall mean the Street Construction Standards of the City of Liberty which drawings are hereby incorporated in and made a part of these Contract Documents, by reference.

### 1.04 SAFETY STANDARDS

References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standard, (OSHA), Code of Federal Regulations (CFR), including all changes and amendments thereto.

### 1.05 ABBREVIATIONS AND ACRONYMS USED IN THE CONTRACT DOCUMENTS

Wherever in these Specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors
AI	The Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
CBM	Certified Ballast Manufacturer's
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
ETL	Electrical Test Laboratories
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
RIS	Redwood Inspection Service
SAE	Society of Automotive Engineers
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WRI	Wire Reinforcement Institute, Inc.

END OF SECTION

## SECTION 1400

### QUALITY CONTROL

#### 1.01 SITE INVESTIGATION AND CONTROL

A. The Contractor shall verify all dimensions in the field and shall check all field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work.

B. The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer any conditions which will prevent proper completion of the Work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at its sole cost and expense.

#### 1.02 INSPECTION OF THE WORK

A. General: The Work shall be conducted under the general observation of the Engineer and shall be subject to inspection by representatives of the Owner to assure strict compliance with the requirements of the Contract Documents.

B. The presence of the inspector(s) however shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is distinctly a duty of the Contractor and said duty shall not be avoided by any act or omission on the part of the inspector(s).

C. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no material or article shall be used in the Work until it has been inspected and accepted by the Engineer or the Owner.

D. Inspection at Place of Manufacture: Unless otherwise specified, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture.

E. The presence of the Engineer at the place of manufacture, however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents.

#### 1.03 SAMPLING AND TESTING

A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, applicable to the class and nature of the article or materials considered; however, the Owner reserves the right to use any generally accepted system of sampling and testing which, in the opinion of the Engineer, will ensure the Owner that the quality of the workmanship is in full accord with the Contract Documents.

B. Any waiver by the Owner of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bid to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver or any requirements of the Contract Document.

C. Notwithstanding the existence of such waiver, and in addition to any testing and inspection performed by any other inspector on behalf of the Owner or any public agency having jurisdiction, the Engineer shall have the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the contract Documents, shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

#### **1.04 TIME OF INSPECTIONS AND TESTS**

- A. Samples and test specimens required under the Contract Documents shall be furnished by the contractor and prepared for testing in ample time for the completion of the necessary tests and analyses before the subject materials or articles are to be used. The Contractor shall furnish all required test specimens at its own expense. Except as otherwise provided in the contract Documents, performance of the required tests will be by the Contractor; except, that the cost of any test which shows unsatisfactory results shall be borne by the Contractor.
- B. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover or make inaccessible any work under the Contract, the Contractor shall notify the engineer not less than 24 hours in advance of beginning any such work of backfilling, burying, casting in concrete, hiding, covering, or making inaccessible any portion of the Work to be inspected, so that the required inspection can be scheduled and performed. Failure of the contractor to notify the engineer at least 24 hours in advance of any such inspections shall be reasonable cause for the Engineer to require sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective work required, and all costs of such delays, including its effect upon other portions of the work shall be borne by the contractor.

-END OF SECTION-



## SECTION 1450

### PROTECTION OF EXISTING FACILITIES

#### 1.01 GENERAL

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

#### 1.02 RIGHTS-OF-WAY

The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. When 2 or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the Work in Article 15 of the General Conditions of the Contract.

#### 1.03 PROTECTION OF STREET OR ROADWAY MARKERS

The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the proper representatives of the Owner of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed by the Contractor without proper authorization by the Engineer will be accurately restored by the Owner at the Contractor's expense after all street or roadway resurfacing has been completed.

#### 1.04 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete beams cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavements shall conform to the requirements of the affected pavement owner. All pavements which are subject to partial removal shall be

neatly saw cut in straight lines.

- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Private Driveways: Wherever private roads or driveways are used, the contractor shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of time is so fixed, the Contractor shall maintain said temporary roadways until the final restoration thereof has been made.

## **1.05 EXISTING UTILITIES AND IMPROVEMENTS**

- A. General: The Contractor shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to coordinate with utility owners to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will be notified by the Contractor to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the utility company a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Owner's Right of Access: The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.
- D. Underground Utilities Shown or Indicated: Existing utility lines that are shown or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired at the Contractor's expense.
- E. Underground Utilities Not Shown or Indicated: In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the Engineer. Damage should also be immediately reported to the utility owner so that emergency repairs, if required, can be accomplished without delay. Payment for repairs to damaged utilities shall be the sole responsibility of the Contractor.
- F. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for repair of all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

## **1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS**

- A. General: The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or Owner. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company under permit from the jurisdictional agency or Owner and to the satisfaction of said agency and/or the Owner. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
- C. Replacement: The Contractor shall immediately notify the jurisdictional agency and/or the Owner if any tree is damaged by the Contractor's operations. If, in the opinion of said agency or the Owner, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay to the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the jurisdictional agency or owner. The size of the trees shall be not less than 1-inch diameter nor less than 6 feet in height.

#### **1.07 NOTIFICATION BY THE CONTRACTOR**

Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 2 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can mark, on the ground, the location and routing of said facilities and may, if they so choose, be present during excavation and backfill.

END OF SECTION

## SECTION 1480

### TEMPORARY ENVIRONMENTAL CONTROLS

#### 1.01 DUST ABATEMENT

The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

#### 1.02 RUBBISH CONTROL

During the progress of the Work, the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

#### 1.03 FEDERAL WATER POLLUTION CONTROL ACT

The Contractor's attention is directed to the Federal Water Pollution Control Act Amendments of 1972 (Public Law 92-500) which requires a Corps of Engineers permit under Section 404 of the Act, for the discharge of one cubic yard or more of any dredged or fill material into "navigable waters" as defined in "Permits for Activities in Navigable Waters or Ocean Waters", paragraph (d) (2), Federal Register of 25 July 1975, page 3134.

#### 1.04 CHEMICALS

All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

#### 1.05 SOIL EROSION AND TRACKING CONTROL

A. Throughout the entire course of construction of the Work as described in these Contract Documents, the provisions of the Code of Ordinances of the City of Liberty, Section 28-20.9, Subparagraphs (b) and (c) shall apply to wit:

- (b) Loose dirt, mud, clay, rocks, construction materials and other debris deposited upon any public highway, street and sidewalk or private property as a result of construction or demolition operations shall be immediately removed by the Contractor. Construction and demolition sites shall be kept clean and orderly at all times.
- (c) The prime Contractor or Developer of a construction or demolition site shall be responsible for maintaining the site as required by this section (Ord. No. 88-97, Section 1, 11-22-99)"

As pertains to these Contract Documents, the term "deposited", above, shall be construed to include dropping, tracking, silting, eroding or any other method of transport by which, as a result of this Work, any foreign material is placed intentionally, unintentionally, carelessly, or otherwise on any public way. The

removal of such materials shall be at the sole cost and responsibility of the Contractor.

- B. Drainage facilities, including storm drains, catch basins, manholes, lines, and ditches, and including existing facilities and those being constructed, shall be protected during the construction of this work from the incursion of silt, rubble, lumber or other such construction or natural materials, on or adjacent to the site of the work, which may be washed, pushed, dropped, or otherwise deposited in a drainage facility. Applicable provisions of Regulations of the U.S. Environmental Protection Agency (EPA), the Texas Natural Resource Conservation Commission (TNRCC) and other such agencies as may have interest in this area shall govern.

END OF SECTION

## SECTION 1500

### SUMMARY OF WORK

#### 1.01 GENERAL

The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.

#### 1.02 SCOPE OF WORK COVERED BY THESE CONTRACT DOCUMENTS

A. The Work of this Contract comprises the construction of:

##### **2024 FIRE HYDRANT REPLACEMENT PROJECT**

B. The Work is located within the corporate City limits of Liberty, Texas.

#### 1.03 BEGINNING AND COMPLETION OF THE WORK

Time is the essence of the Contract. In accordance with the provisions of Article 2 of the Agreement, the Contractor shall begin the Work on the date specified in the written Notice to Proceed from the Owner and shall complete all of the Work included in the Contract within the time specified in said Notice. Time stated for completion shall include final cleanup of the premises.

#### 1.04 CONTRACT METHOD

- A. The Work, hereunder, will be constructed under a single unit-price contract.
- B. The Contractor shall include the requirements of the General Conditions and Supplementary General Conditions of this Contract as a part of all of its subcontract agreements.

#### 1.05 ORDER OF THE WORK

The Work shall be carried on at such places on the project and also in such order of precedence as may be found necessary by the Engineer to expedite completion of the Project. After work has begun on any portion of a designated part of the Project, it shall be carried forward to its final completion as rapidly as practicable. The order and time to complete shall conform to the requirements of the approved Contractor's schedule as submitted under the provisions for "Contractor's Schedules" in Section entitled, "Contractor Submittals."

#### 1.06 WORK BY OTHERS

- A. Concurrent Work: The Contractor's attention is directed to the fact that work may be conducted at or adjacent to the site by the Owner and/or by other contractors during the performance of the Work under this contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, or Owner, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts or work.
- B. Interference With Work on Utilities: The Contractor shall cooperate fully with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

#### 1.07 WORK SEQUENCE

- A. The Contractor's attention is directed to the fact that during the period of time identified for this contract, no interruption in infrastructure system can be accommodated, and the Contractor shall so schedule its construction operations that no interference with the operation of the system will occur during this critical period.
- B. Access to the site is limited to the hours of 7:00 a.m. to 5:00 p.m. on normal workdays, unless otherwise authorized by the Engineer.

#### **1.08 BASE LINES AND GRADES**

- A. General: The Engineer will establish points of curvature, points of tangency, one benchmark near the beginning of project and center line offsets at the point of beginning of project and at the first point of curvature occurring thereafter. Any of the above controls which are disturbed during construction will be reset by the Contractor.
- B. When required by these Contract Documents, the Contractor shall provide the services of a Professional Surveyor, registered with the State of Texas, to verify, layout and maintain all lines, grades, and controls necessary for the successful and proper completion of the work, based on those controls established by the Engineer. Services shall include, at no extra cost to Owner, those revisions to the original plans layout which the Engineer determines necessary to the successful and proper completion of the work. The services of a Registered Professional Surveyor shall be bid as a Pay Item within the standard base contract bid amount to be paid on a station-to-station basis concurrent with right-of-way preparation.

#### **1.09 CONTRACTOR USE OF PROJECT SITE**

The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

#### **1.10 OWNER USE OF THE PROJECT SITE**

When the Contractor's work involves rehabilitation of or extension to the existing facilities, the Owner may utilize all or part of the existing site during the entire period of the construction for the conduct of the Owner's normal operations. The Contractor shall cooperate with the Owner and Engineer to minimize interference with the Contractor's operations and to facilitate the Owner's operations. In any event, the Owner shall be allowed access to the project site during the period of construction.

#### **1.11 PARTIAL UTILIZATION OF THE WORK BY OWNER**

- A. The Owner will take partial utilization of the Work upon completion of the portion of the work. Partial utilization will involve the placing into service of completed section during the period when ordered by the Engineer.
- B. The Contractor is hereby advised that the Owner will accept the responsibility for the maintenance and protection of the specific portion of the project so used. The Contractor shall retain full responsibility for satisfactory operation of the total project, however.

#### **1.12 PROJECT MEETINGS**

- A. Mandatory Preconstruction Conference: Prior to the commencement of Work at the site, a mandatory preconstruction conference will be held at a mutually agreed time and place which shall be attended by the Contractor, its on-site superintendent, and its subcontractors as appropriate. Other attendees will include representatives of the Engineer and the Owner.
- B. Unless previously submitted to the Engineer, the Contractor shall bring to the preconstruction conference one copy each of the CPM progress schedule and the Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.

END OF SECTION

## SECTION 1550 SITE ACCESS AND STORAGE

### 1.01 TRANSPORTATION FACILITIES

- A. Highway Limitations: The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to and from the site of the Work. It shall be the Contractor's responsibility to construct and maintain any access or haul roads required for its construction operations.

### 1.02 CONTRACTOR'S WORK AND STORAGE AREA

The Contractor shall make its own arrangements for any required off-site storage or shop areas necessary for the proper execution of the Work.

### 1.03 TEMPORARY STREET USE

- A. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas.
- B. No street shall be closed to the public without first obtaining the permission of the Engineer and the proper governmental authority. Where excavation is being performed in primary streets or highways, one lane of traffic shall be kept open in each direction at all times unless otherwise provided in the Contract Documents or under the terms of public agency permits.
- C. Toe boards shall be provided to restrict movement of excavated material if required by the Engineer or the Agency having jurisdiction over the street or highway.
- D. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times.
- E. Temporary provisions shall be made by the Contractor to assure proper functioning of all gutters, sewers, inlets, and other drainage facilities.
- F. Traffic Control: For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Texas Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations", published by the Texas Department of Transportation (TxDOT).
- G. The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G of the OSHA Safety and Health Standards.

### 1.04 TEMPORARY STREET CLOSURE

If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least 7 calendar days prior to the required street closure in order for the agency having jurisdiction to determine the necessary signing and detour requirements to be provided by the Contractor.

END OF SECTION



## SECTION 1600

# MATERIALS AND EQUIPMENT

### 1.01 GENERAL

The word "Products", as used herein, is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for the Project or taken from Contractor's stock of previously purchased products. The word "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

### 1.02 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

### 1.03 PRODUCT DELIVERY-STORAGE-HANDLING

The Contractor shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

### 1.04 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods suitable to avoid product damage and shall be delivered in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. The Contractor shall provide equipment and personnel to handle products, materials, and equipment, including those provided by Owner, by methods to prevent soiling and damage.
- C. The Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

### 1.05 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight enclosures and temperature and humidity ranges shall be maintained as required by manufacturer's written instructions.
- B. For exterior storage, fabricated products shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering with ventilation provided to avoid condensation.
- C. Loose granular materials shall be stored on solid surfaces in a well-drained area and shall be prevented from

mixing with foreign matter.

- D. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Storage shall be arranged in a manner to provide access for inspection and maintenance of stored items.

#### **1.06 ENCLOSED STORAGE**

- A. Products subject to damage by the elements shall be stored in substantial, weather tight enclosures.
- B. Temperature and humidity shall be maintained within ranges stated in manufacturer's written instructions.
- C. The Contractor shall provide humidity control and ventilation for sensitive products as required by manufacturer's written instructions.
- D. Unpacked and loose products shall be stored on shelves, in bins, or in neat groups of like items.

#### **1.07 EXTERIOR STORAGE**

- A. The Contractor shall provide substantial platforms, blocking, or skids to support fabricated products above ground and shall slope the storage area to provide drainage. Products shall be protected from soiling and staining.
- B. Products subject to discoloration or deterioration from exposure to the elements shall be covered with impervious sheet material. Ventilation shall be provided to avoid condensation.
- C. Loose granular materials shall be stored on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter.
- D. Surface drainage shall be provided to prevent erosion and ponding of water.
- E. The Contractor shall prevent mixing of refuse or chemically injurious materials or liquids.

END OF SECTION

## SECTION 1700

# PROJECT CLOSEOUT

### 1.01 FINAL CLEANUP

The Contractor shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

### 1.02 CLOSEOUT TIMETABLE

The Contractor shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the Owner, the Engineer, and their authorized representatives and consultants sufficient time to schedule attendance at such activities.

### 1.03 FINAL SUBMITTALS

The Contractor, prior to requesting its final progress payment, shall submit the following items to the Engineer for transmittal to the Owner:

1. Written guarantees or warranties, where required;
2. Bonds for maintenance, etc., as required hereunder;
3. Certificates of inspection and acceptance by local governing agencies having jurisdiction; and
4. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

### 1.04 COMPLETION OF THE WORK

- A. Completion of the Work, as the term is used in this Contract shall mean substantial completion of the Work. Substantial completion shall exist where there has been no willful departure from the terms of the Contract, and no omission in essential points, and the Contract has been honestly and faithfully performed in its material and substantial particulars, and the only variance consists of relatively unimportant omissions or defects, and the Work can be used or occupied for the purpose for which it was intended.
- B. The date of substantial completion of the Project shall be the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the Owner can occupy or utilize the project for the use for which it was intended and the legislative body of the Owner has accepted the Project as evidenced by execution and recording of a Notice of Substantial Completion/Notice of Completion.

### 1.05 REMAINING PUNCH LIST ITEMS

- A. Upon attaining substantial completion as defined in Paragraph 1.04, above, and upon acceptance of the Work by the Owner, by agreement between the parties some small outstanding punch list items may remain to be completed by the Contractor. As provided in Article 14.7 of the General Conditions, the Owner shall have the right to retain an amount of money from the final progress payment due the Contractor, equal to 2 times the estimated value of such outstanding punch list items. The Contractor hereby agrees to complete all such outstanding punch list items within 30 calendar days following the date of the Notice of Substantial Completion.
- B. As provided in Article 14.7 of the General Conditions, failure of the Contractor to complete or correct all such outstanding punch list work to the satisfaction of the Engineer within 30 calendar days following acceptance

and Notice of Substantial Completion, shall constitute a waiver by the Contractor of all rights to any and all claims it may have to all monies withheld by the Owner under the Contract to cover the value of such uncompleted or uncorrected items.

#### **1.06 MAINTENANCE AND GUARANTY**

- A. The Contractor shall comply with the maintenance and guarantee requirements contained in Article 13 of the General Conditions.
- B. Replacement of earth or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work.
- C. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the work or to have the work done by others and the Contractor and its Surety shall be liable to the Owner for the cost thereof.

#### **1.07 EXTENSION OF PERFORMANCE BOND**

The Contractor shall provide a bond to guarantee performance of the provision contained in Paragraph entitled "Maintenance and Guarantee", Article 1.06 and Article 13 of the General Conditions.

END OF SECTION

## C. DIVISION II - CONSTRUCTION SPECIFICATIONS

### General Notes and Specifications

1. The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
2. Direct attention to comply with all ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project.
3. Any storm water permit and associated fees required for construction of this project shall be at the contractor's expense. Also, any temporary erosion, sediment and water control measures required shall be in accordance with the details shown in the plans, and all work and materials required will not be paid for directly but considered subsidiary to various bid items. Erosion control logs are to be utilized at every inlet within the affected area of construction and should remain in place throughout the duration of construction. Contractor shall submit SW3P plan prior to the start of construction. This will not be paid for directly and will be considered subsidiary to various bid items.
4. Storm water grading permit is required for this project and shall be filed by the contractor at the contractor's expense.
5. Procure all the necessary city, county and/or state permits and licenses before the start of this project. This will not be paid for directly and will be considered subsidiary to various bid items.
6. Before excavating near existing utilities, contact the utility companies or the utility coordinating committee for exact locations to prevent damage or interference with present facilities. Notify the utility coordinating committee and the Texas One Call System at the following numbers:

Texas One Call, toll-free 1-800-245-4545

AT&T Communications  
555 Main – Room 20760  
Beaumont, Texas 77701  
(409) 839-1666  
Eddie B. Cook

Entergy Distribution  
North 11<sup>th</sup> Street  
Beaumont, Texas 77701  
(409) 785-2136  
Ron Fletcher

CenterPoint Energy Entex  
6090 College  
Beaumont, Texas 77707  
(409) 860-7111  
Robert Young

Comcast  
8590 W. Tidwell Rd.  
Houston, Texas 77040  
(281) 739-0298  
Jimmy Spivey

City of Liberty  
City Utilities  
(936) 336-2910  
Mark Reed

City of Liberty  
Public Works-Street & Drainage  
(936) 336-2910  
James Redding

The Contractor's attention is directed to the fact that utility adjustments may be required for the construction of this project. The Contractor will be expected to coordinate work with all utility companies in order to maintain service at all times to the adjacent property owners. Additional time will be granted for delays caused by utility adjustments, if in the opinion of the Engineer, such delays warrant additional time. It is specifically understood, however, that if the Contractor is delayed by virtue of these utility adjustments, that this delay will not be considered as a basis for a claim by the Contractor.

1. **This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to the City.**

7. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
8. Allow City forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the engineer.
9. Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, or modified under this project. City forces will maintain the existing sections of roadway and its appurtenances not a part of this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. Any portion of roadway damaged by sub-contractors on this project shall be repaired by the contractor at no expense to the City.
10. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless protected behind positive barrier. All damages caused by the Contractor shall be repaired at his/her expense. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work. City forces will maintain the existing section of streets and its appurtenances not a part of this project except that those sections damaged by the contractor's forces shall be repaired by the contractor at his entire expense.
11. All materials received or removed from the project are to access from City of Liberty 4 approved route.
12. Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.
13. Control the dust caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type  
Wayne Series 900  
Elgin White Wing  
Elgin Pelican  
Mobile TE-4

Truck Type -4 Wheel  
M-B Cruiser II  
Wayne Model 945  
Mobile TE-3  
Murphy 4042

14. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. Ingress and egress to adjacent property shall be maintained by the contractor at all times.
15. The contractor is to have an independent lab to sample all concrete and ACP and make and test all beams and cylinders in accordance with the test methods provided for under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the independent lab at least 48 hours in advance. If the Contractor schedules an independent lab for testing and cancels services, the contractor will be responsible for any charges that occur for cancellation.

16. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the City. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
17. Material on hand will not be paid for.
18. Prior to final acceptance, all new and existing structures and extensions shall be cleaned and free of debris and dirt and all outfall channels unobstructed. This work will not be paid for directly but will be considered subsidiary to the various bid items.
19. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place the sign post back in accordance with the applicable standard. This will not be paid for directly and will be considered subsidiary to various bid items.
20. Maintain adequate drainage throughout the limits of the project during all construction phases.
21. Upon approval, vary the governing slopes shown on the typical sections as necessary.
22. Verify material quantities and dimensions prior to ordering materials.
23. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
24. Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.
25. The Contractor shall schedule each work day so the roadway is compacted and open to traffic.
26. When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.
27. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to private property shall be furnished by the contractor at no additional cost to the city and shall be considered as incidental to the various bid items in this project.
28. Contractor must keep working equipment readily available throughout the contract. Each street must be open to traffic at the end of each day. Streets shall not be closed over-night unless approved by the Public Works Director.
29. Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.

30. The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a punch list per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has approved all work including punch list items.
31. Final surface courses are to be paved within four calendar days of paved level-up courses. The City shall have the authority to add or remove streets from the rehabilitation list in the exhibits as directed by the Public Works Director.

**2. ITEM 5: CONTROL OF WORK**

1. Station the project prior to commencing work. Mark the stations every 100 feet. Contractor shall maintain stationing throughout the duration of the project. Remove the station markings at the completion of the project. Consider this work to be subsidiary to the various bid items of the contract.

**3. ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES**

1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the City. Consider this work to be subsidiary to the various bid items of the contract.
2. Maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

**4. ITEM 8: PROSECUTION AND PROGRESS**

1. Compute and charge working days in accordance with Article 8.3.1.3 Monday thru Sunday Work Week. However, there will be no work performed on Saturday or Sunday and the work day time is 7am to 6pm.
2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with, or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

**5. ITEM 9: MEASUREMENT AND PAYMENT**

1. The Contractor shall submit all tickets, As-Built drawings and updated schedule with each pay request.
2. The City will withhold a 5% retainage from each pay request.

**ITEM 9001**

**GATE VALVE INSTALLATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Installation of 6" or 12" EZ-Valve (installed on a hot waterline) or approved equal on an existing water main. Valves for fire hydrant assembly will be specified in the fire hydrant detail (Exhibit "A")



## **1.02 MEASUREMENT AND PAYMENT**

- A. Price and Payment Procedures for unit prices and procedures – This item is for complete installation all incidentals needed to complete the item will be considered subsidiary to this item.
- B. Measurement and payment includes excavation, excavation support and protection, bedding, backfill, compaction, crushed stone base, concrete curb, site work, site restoration, valve box, taping material(hot installation existing water line – AC pipe), inspection and testing, pavement repairs (concrete and asphalt shown in details)and all associated accessories shown on Drawings, all incidentals needed to complete the item.

## **1.01 MATERIALS AND/OR EQUIPMENT**

**Gate Valves:** Gate valves 2 inches and larger shall be iron-body, resilient rubber seat, non-rising stem and shall conform to AWWA C-509. Smaller valves shall be brass double disc with brass body, non-rising stem with square nut adapter and shall conform to AWWA C-500. Valves shall have ends as required for the piping in which they will be installed. Gate valves shall have a clear waterway equal to the full nominal diameter of the valve and shall be opened by turning counterclockwise. The operating nut or wheel shall have an arrow cast in the metal indicating the direction of opening. Valves located inside structures shall be wheel operated and underground valves shall be nut operated. For nut operated valves installed with the nut more than 48 inches from finished grade, provide nut operator extension so nut operator is 48 inches or less below finished grade. Each valve shall have the maker's initials, pressure rating, and year of manufacture cast on the body. Valves 3 inches through 12 inches shall have a 200 psig working pressure and valves 16 inches and larger shall have 150 psig working pressure. Prior to shipment from the factory each valve shall be tested by hydraulic pressure equal to twice the specified water working pressure. Gate valves shall be American Flow Control, Mueller, or preapproved equal.

**Valve Boxes:** Valves buried underground shall be provided with adjustable cast iron valve boxes of proper dimensions to fit over the valve and to extend to finished grade or slightly above. Valve boxes to have lids cast with the word "Water".

### **Tapping**

### **DETOURS, BARRICADES, WARNING SIGNS, SEQUENCE OF WORK, ETC.**

- The Contractor's particular attention is directed to the requirements of Article 5 "The Contractors Responsibilities" of the "General Conditions". In addition to these requirements, the following provisions shall govern on this Contract.
- Prior to beginning any work on this project, it will be necessary for the Contractor to participate in the pre-construction safety meeting with the Engineer in charge of the project, and other agencies. The Engineer in charge of the project will notify the Contractor when this meeting will be held. This meeting shall be prior to the beginning of working time changes.
- Before beginning work on this project, the contractor shall submit in writing, for approval by the Engineer, a plan of operation outlining in detail a sequence of work to be followed.
- The Traffic Control Plan shall be governed by TxDOT Traffic Control Plan, Barricades and Traffic Control Standards; BC (1-12)-14 and Work Zones Traffic Control Details as shown on the plans.
- Flaggers, portable barricades, pavement markings, and warning signs in addition to those shown in the plans may be required as directed by the Engineer in order to insure a safe and continuous flow of traffic. If the Contractor desires to deviate from the Traffic Control Plans, approval from the Engineer must be obtained. No additional compensation will be allowed the Contractor if there is a deviation from the Traffic Control Plan.

- All inlets and manholes may be constructed to subgrade elevation to facilitate drainage during construction. If the Contractor chooses to build inlets in stages a temporary top will be required as provided in Item 465.5 “Stages of Construction”.
- The Contractor’s particular attention is called to the Traffic Control Plan and sequence of work detailed in the plans. Strict adherence to this plan will be required unless otherwise approved by the Engineer in writing.
- It is the intent of the City of Liberty that unfavorable impact by the contract work, on businesses and residences, shall be minimized. The Contractor shall notify in writing, at least forty-eight (48) hour prior to beginning any phase of work, all businesses and residences which are expected to be affected by said phase of work. Ingress and egress to affected businesses and residences shall be maintained at all times by the Contractor as provided in the Plans and Contract documents.

**1. General:**

- The Contractor shall provide the traffic control devices so detailed in the Traffic Control Plan. It is the intent of the sequence of work that the Contractor be continually aware and responsive to the needs of the traveling public and that all operations be performed with the needs of the public and local residences in mind and to insure the safety of both the public and the project personnel.

**2. Note:**

- Relocate utilities and drainage pipes, boxes and appurtenances prior to construction of final paving of streets during construction.
- Maintain existing storm water drainage facilities. During construction in all phases of work on site or as ordered by the engineer, the contractor will provide all necessary labor, equipment and conveyance materials to drain the storm water and discharge into existing and new storm sewer structures where storm water will flood properties and roadways. This will not be paid for separately but will be considered subsidiary to various bid items.
- Insure that safe access is provided to bus stops, bus shelters and to and from bus loading and unloading at all times.
- Re-construct street intersections one at a time, no two consecutive intersections may be closed at a time.
- Provide temporary driveway access crossing construction area at the end of each day.

**3. End of Special Provision**

**END OF BID SPECIFICATIONS**

# EXHIBIT A

## LIST OF FIRE HYDRANTS FOR REPLACEMENT

NO.	LOCATION	LEAKING	MAIN SIZE	EXISTING CONDITION	PROPOSED WORK		
					WATER MAIN LOCATION	LINE STOP	EZ VALVE
1	700 FM 563	NO	6"	NO VALVE, LEANING BAD	AC PIPE; NOT IN STREET	1 - 6" LS	1 - 6" VALVE
2	1611 FM 563	NO	8"	HAS A VALVE IS A KENNEDY HYDRANT	AC PIPE; NOT IN STREET	1 - 8" LS	-
3	500 FM 563	NO	6"	NO VALVE, BROKEN STEM	AC PIPE; NOT IN STREET	1 - 6" LS	1 - 6" VALVE
4	COS & FANNIN	NO	8"	NO VALVE, BROKEN STEM	AC PIPE; IN THE STREET (CONCRETE)	1 - 8" LS	1 - 8" VALVE
5	3323 BEAUMONT	NO	12"	NO VALVE, BROKEN STEM	AC PIPE; EDGE OF THE STREET (ASPHALT)	1 - 12" LS	1 - 12" VALVE
6	1707 TWIN OAKS	NO	6"	NO VALVE, BROKEN STEM	AC PIPE; NOT IN STREET	1 - 6" LS	-
7	4500 NORTH MAIN	NO	12"	NO VALVE, LEANING BAD	AC PIPE; NOT IN STREET	1 - 12" LS	1 - 12" VALVE
8	2700 CORNELL	NO	6"	HAS A VALVE IS A KENNEDY HYDRANT	AC PIPE; IN THE STREET (ASPHALT)	1 - 6" LS	-
9	WEBSTER & MAIN	NO	6"	NO VALVE, HYDRANT WILL NOT OPEN	AC PIPE; IN THE STREET (CONCRETE)	1 - 6" LS	1 - 6" VALVE
10	MIZELL RD	NO	6"	NO VALVE, HIT BY VEHICLE	AC PIPE; IN THE STREET (ASPHALT)	1 - 6" LS	1 - 6" VALVE
11	4402 MAIN ST	NO	12"	NO VALVE, HIT BY VEHICLE	AC PIPE; NOT IN STREET	1 - 12" LS	1 - 12" VALVE
12	WOODSPRINGS & BYPASS	NO	12	NO VALVE, HIT BY VEHICLE	AC PIPE; NOT IN STREET	1 - 12" LS	1 - 12" VALVE
13	MILAM & COS	NO	8"	NO VALVE, BROKEN STEM	AC PIPE; IN THE STREET (CONCRETE)	1 - 8" LS	1 - 8" VALVE
14	1000 MLK	NO	12	NO VALVE, BROKEN STEM	AC PIPE; IN THE STREET (CONCRETE)	1 - 6" LS	-
15	LAYL & AVENUE D	NO	6"	NO VALVE, BROKEN STEM	AC PIPE; EDGE OF THE STREET (ASPHALT)	1 - 6" LS	1 - 6" VALVE
16	LAYL & LONE OAK	NO	6"	NO VALVE, BROKEN STEM	AC PIPE; IN THE STREET (CONCRETE)	1 - 6" LS	1 - 6" VALVE
17	3446 NORTH MAIN ST	NO	6"	HAS VALVE	AC PIPE; NOT IN STREET	1 - 6" LS	-
18	KENTUCKY & GRAND	NO	6"	NO VALVE, BROKEN STEM	AC PIPE; IN THE STREET (CONCRETE)	1 - 6" LS	1 - 6" VALVE
19	1900 KIPLING	NO	6"	NO VALVE, BROKEN STEM	AC PIPE; IN THE STREET (ASPHALT)	1 - 6" LS	1 - 6" VALVE
20	HOLLY & HAWTHORNE	NO	6"	NO VALVE, BROKEN STEM	AC PIPE; IN THE STREET (ASPHALT)	1 - 6" LS	1 - 6" VALVE

\*\*\* INFORMATION IN TABLE ARE ESTIMATED LOCATIONS AND CONDITIONS. FIELD VERIFICATION IS REQUIRED