

**SPECIFICATIONS  
FOR  
CONSTRUCTION  
OF  
INTERSECTION CAPACITY IMPROVEMENTS (FY 23)**

**CITY OF MCKINNEY**



**March 27, 2026**

*Prepared by:*

**COBB, FENDLEY & ASSOCIATES, INC.  
TBPE No. F-274 | TBPLS No. 10046702**

**Project No.: ST2303**

**Bid No.: 26-53ITB**

**THE CONSTRUCTION OF**  
INTERSECTION CAPACITY IMPROVEMENTS (FY 23)

**CITY OF MCKINNEY OFFICIALS**

**MAYOR**

*Bill Cox*

**COUNCIL MEMBERS**

*Justin Beller  
Patrick Cloutier  
Geré Feltus  
Rick Franklin  
Ernest Lynch  
Michael Jones*

**CITY MANAGER**

*Paul Grimes*

**DIRECTOR OF ENGINEERING**

*Gary Graham, P.E., PTOE*

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**SECTION I**

**LEGAL NOTICE**  
**City of McKinney, Texas**  
**Advertisement for Bids for**  
**The Construction of CIP PROJECT ST2303**  
**INTERSECTION CAPACITY IMPROVEMENTS (FY 23)**  
**Bid # 26-53ITB**

The City of McKinney (“City”) is accepting sealed bids for the **INTERSECTION CAPACITY IMPROVEMENTS (FY 23), Project No.: ST2303**. Bids will be accepted until **2:00 p.m., April 23, 2026**, (“Closing Time”) electronically via the City of McKinney’s procurement portal (“Bonfire”) or in person at the City of McKinney Procurement Services Office, 401 E. Virginia Street, McKinney, Texas 75069 (“Procurement Services Office”). Any Bid received at the Procurement Services Office after Closing Time regardless of the cause will be returned unopened.

A non-mandatory pre-bid conference is scheduled for **1:00 PM on April 7, 2026**, via Webex meeting <https://cityofmckinney.webex.com/cityofmckinney/j.php?MTID=m8d6d4afd950d392242d95586c27a664> . Representatives of the Owner and Engineer will be present to discuss the Project. The Owner will make available to prospective bidders such Addenda as the Engineer considers necessary in response to issues raised with the Representative during the conference.

**Bid opening will occur immediately following the Closing Time inside the Procurement Services Office** and will be broadcasted via a Webex meeting. Bidders are strongly encouraged to attend virtually versus in-person by following the Webex meeting details listed in Bonfire.

Electronic copies of Plans, Specifications and related Documents (collectively “Contract Documents”) will be available for download from Bonfire (<https://mckinneytexas.bonfirehub.com/>)

Hard copies of the Contract Documents will be available at **Cobb, Fendley & Associates, Inc. (CobbFendley), 2801 Network Blvd, #800, Frisco, TX 75034**. A set of Contract Documents may be acquired from that office upon **Cobb Fendley’s** receipt of \$325.00 per set, which amount is nonrefundable.

Hard copy submissions of Bids are to be addressed to the Procurement Services Office and shall be marked **“SEALED BID – INTERSECTION CAPACITY IMPROVEMENTS (FY 23), BID NO. 26-53ITB”** on the outside of the envelope.

The City makes no guarantee that any Bids sent via U.S. mail will be picked up from the U.S. Post Office and received at the Procurement Services Office before the Closing Time. It is recommended that Bid are submitted electronically, as noted above, or via an alternate delivery method ensuring timely delivery to the Procurement Services Office. **Bidder bears full responsibility for delivering the Bid to the Procurement Services Office before the Closing Time. The mere fact a Bid was dispatched does not equal timely receipt.**

In accordance with the Americans with Disabilities Act, it is the policy of the City of McKinney to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. [contact-ada.compliance@mckinneytexas.org](mailto:contact-ada.compliance@mckinneytexas.org).

TO APPEAR IN THE MCKINNEY COURIER GAZETTE IN THE FOLLOWING EDITIONS:

FIRST PUBLICATION:	March 27, 2026
SECOND PUBLICATION:	April 3, 2026

## INSTRUCTIONS TO BIDDERS

### GENERAL

The City of McKinney, Texas (the "Owner") has adopted the North Central Texas Council of Governments (NCTCOG) Fifth Edition (2023) of the *Public Works Construction Standards - North Central Texas* (as amended) (the "NCTCOG Specifications"). The NCTCOG Specifications apply to this project, except as otherwise noted herein. In the event of a contradiction or conflict between the NCTCOG Specifications and these Contract Documents, the information in these Contract Documents shall control.

Bidders are specifically directed to become thoroughly familiar with the NCTCOG Specifications prior to submitting a bid. The NCTCOG Specifications may be purchased from:

North Central Texas Council of Governments  
616 Six Flags Drive  
P.O. Box 5888  
Arlington, Texas 76005-5888  
817/461-3300 (Metro)

Bidders shall complete the following components and submit them with the bid proposal in accordance with the requirements for the bid proposal as set out in the legal notice:

- 1) Contractor Status Information;
- 2) Out of State Contractor Compliance to State Law (If Applicable);
- 3) Statement of Bidding Contractor's Qualifications and Experience;
- 4) Statement of Subcontractor's Qualifications and Experience (See Below);
- 5) Safety Record Questionnaire & Statement of Bidder's Safety Experience;
- 6) Bid Proposal;
- 7) Bid Schedule (Table 1); and,
- 8) Bid Bond (in the form attached).

The "Statement of Subcontractor's Qualifications and Experience" shall be completed at a minimum with the name of each subcontractor intended to perform work on the project when submitted with the bid proposal. Any incomplete or inaccurate subcontractor information shall be completed and/or corrected by the apparent low bidder and the next two lowest bidders (if requested by the City). The completed and/or corrected information shall be submitted to the City on or before 5:00 p.m. of the next business day immediately following the bid opening. Failure to submit the names of such subcontractors and/or timely correction or completion and submittal of the "Statement of Subcontractor's Qualifications and Experience" in a timely fashion may result in the rejection or disqualification of the bidder's proposal.

Any bidders obligated by law to register with the Texas Secretary of State must include their filing number on the Contractor Status Form. Responses from entities that are required to register and maintain an active right to transact business in Texas but fail to provide a filing number or lack an active right to transact business, may be deemed non-responsive and subsequently rejected.

I. DEFINED TERMS.

A. Terms used in these Instructions to Bidders are defined in the General Provisions of the NCTCOG Specifications. In addition:

“Engineer” means the City Engineer or their designee.

“Project” means the **INTERSECTION CAPACITY IMPROVEMENTS (FY 23)** project, **Project No.: ST2303.**

“Successful Bidder” means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

“Work Order” as used in Item 108 means the notice to proceed issued by the Owner directing the Contractor to begin the Work.

II. COPIES OF CONTRACT DOCUMENTS.

- 1) Complete sets of the Contract Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from Engineer.
- 2) Complete sets of Contract Documents shall be used in preparing Proposals; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 3) Owner and Engineer in making copies of Contract Documents available on the above terms do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

III. QUALIFICATIONS OF BIDDERS

A. Add the following paragraph at the end of current NCTCOG Specifications Item 102.12 as a new paragraph:

Within five (5) business days after Bid Opening, the apparent low Bidder shall submit such evidence as the OWNER may require establishing the Bidder's qualifications to satisfactorily perform the Work included in this Project. Information that may be required shall include the following:

1. Current Financial Statement;
2. Letter of Auditor's opinion if available;
3. Previous years Balance Sheet, Income Statement and Change of Financial Position;
4. Other information that may be pertinent to the Bidders qualifications.

Should the Bidder fail to produce evidence satisfactory to the OWNER on any of the foregoing points, they may be disqualified, and the Work awarded to the next Bidder so qualifying.

IV. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Refer to NCTCOG Specifications Items 102.3, 102.4 and 103.1.  
The project is located in the City of McKinney, Texas.
- B. On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of their Proposal.
- C. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Conditions or Drawings.
- D. The submission of a Proposal will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article IV and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

V. INTERPRETATIONS

Bidders desiring further information or interpretation of the Plans or Specifications must make request for such information through the City of McKinney electronic procurement portal, Bonfire, at <https://mckinneytexas.bonfirehub.com/>, **prior to April 16, 2026 at 2:00 p.m. CT**. Answers to all such requests will be given in writing to all bidders, in Addendum form, and all Addenda will be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official, or binding and the City will not be responsible for any other explanations or interpretations. Should a bidder find discrepancies in, or omissions from the Plans, Specifications, or other Contract Documents, or should they be in doubt as to their meaning, they should at once notify the City in order that a written Addendum may be sent to all bidders. Any Addenda issued prior to forty-eight (48) hours before the opening of bids will be issued via Bonfire. The proposal as submitted by the Contractor will be understood to include any Addenda if such are issued by the City prior to forty-eight (48) hours before the opening of Proposals.

**Any correction or change to information entered by bidder on a Proposal form must be initialed and dated by the person(s) preparing said Proposal form. Corrections should be made by striking out the incorrect information and writing or typing the correct information legibly in the margin or nearest available space. "White-out" is not an acceptable method of deleting information.**

VI. BID SECURITY

Each Proposal submitted shall be accompanied by an acceptable bidder's security bond or a bid guaranty in the form of a certified check or cashier's check made payable to the City of McKinney in an amount not less than 5% of the greatest possible total amount of

the Proposal submitted as a guarantee that, if awarded the contract, the Bidder will enter into a Contract and execute all necessary bonds and provide evidence of all required insurance coverage. The bid bond shall be issued in the form provided by the Owner as attached to the Instructions to Bidders (Section I). No alternate bid bond forms will be accepted. If a proposal is submitted electronically, the Bidder shall submit a .pdf (or other electronic format) of the original hard copy of the Bid Bond or bid guaranty with their proposal. If a hard copy of the proposal is submitted, the Bidder shall cause of the original hard copy of the Bid Bond, certified check, or Cashier's Check to be enclosed with the proposal. All bidders' security will be retained until a contract has been awarded and executed. See also, NCTCOG Specifications Items 102.5, 102.7 and 102.13.

A Bidder's failure to include the original hard copy, or a .pdf (or other electronic format) of the original hard copy, of the Bid Bond, certified check, or Cashier's Check with their proposal prior to bid opening shall be cause for rejection of their bid.

If the Bidder submitted their proposal electronically together with a .pdf (or other electronic format) of the original hard copy, of the Bid Bond, certified check, or Cashier's Check, the Bidder shall provide the original hard copy thereof to the City's Procurement Services Department within no more than 24 hours after the earlier of (a) the opening of the bids or (b) the request of the Procurement Services Department. Failure to timely submit the original hard copy of the Bid Bond, certified check, or Cashier's Check within such 24-hour period shall be cause for rejection of the bid.

## VII. PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

Performance and payment bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. In addition to the requirement of NCTCOG Specifications Item 103.3.1.1 that the Performance Bond provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the Owner, a Maintenance Bond in the amount of 100% of the contract sum covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction shall also be required upon the forms which are a part of the Contract Documents. The performance, payment, and maintenance bonds shall be issued in the form provided by the Owner as attached to the Construction Agreement (Section II). No alternate performance, payment, and maintenance bond forms will be accepted. Bonds shall be executed by a surety company acceptable to and approved by the Owner, authorized to do business in the State of Texas, and acceptable for underwriting of risks as indicated by the latest revision of Treasury Department Circular 570 listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.

## VIII. DELAYS AND EXTENSIONS OF TIME

Requests for additional time shall be submitted in accordance with NCTCOG Specifications Item 108.8 and Special Condition 15 and will only be considered if the anticipated workdays, as outlined in NCTCOG Specifications Item 108.8 and Special Condition 15 have not been available. Regular documentation of such causes must be maintained for claims to be valid.

IX. LIQUIDATED DAMAGES

Refer to NCTCOG Specifications Item 108.8.1 and Special Condition 13 for specific information regarding Liquidated Damages

X. BONUSES

Refer to Special Condition 14 for specific information regarding Bonuses available for early completion, if any.

XI. SUBSTITUTE MATERIAL AND EQUIPMENT

Refer to Special Condition 19 for specific information regarding the use of equivalent materials and equipment and NCTCOG Specifications Item 106.1.

XII. SUBCONTRACTORS, ETC.

Refer to NCTCOG Specifications Item 108.5. Additionally, under this Contract no more than 30% of the labor for the Contract Work shall be subcontracted. Bid proposals that exceed this specified subcontracted work percentage shall be considered grounds for the rejection of the bid.

Contractor shall not be allowed to shift Contract Work from the Contractor to one or more subcontractors if such action increases the amount of Contract Work to be performed by subcontractors to an amount greater than 30% of the labor for the Contract Work unless specifically approved in advance and in writing by the Owner. All requests to modify the list of subcontractors, increase the number of subcontractors, or shift work from the Contractor to one or more subcontractors shall be accompanied by an updated written notice of subcontracts.

XIII. PROPOSAL FORM

A. Refer to NCTCOG Specifications Items 102.1, 102.2, 102.4 and 102.10.

B. NCTCOG Specifications Item 102.4 (Preparation of Proposal) shall be amended to eliminate requirements for written prices in ink and words where electronic bid proposal forms are utilized and submitted by the Contractor in lieu of a written proposal. All handwritten submittals shall conform with NCTCOG Specification Item 102.4.

XIV. SUBMISSION OF PROPOSALS

Refer to NCTCOG Specifications Item 102.6.

XV. MODIFICATION AND WITHDRAWAL OF PROPOSALS

Refer to NCTCOG Specifications Item 102.7.

XVI. OPENING OF PROPOSALS

Refer to NCTCOG Specifications Item 102.8.

PROPOSALS TO REMAIN OPEN

XVII.

Refer to NCTCOG Specifications Items 102.7, 103.2 and 103.5.2.

XVIII. AWARD OF CONTRACT

A. Refer to NCTCOG Specifications Items 102.9, 102.10, 103.2, 103.5.1 and 103.6.

B. The CONTRACTOR shall complete the execution of the required performance, payment and maintenance bonds, and Contract, within ten (10) calendar days of such Notice, or the OWNER shall be entitled to the proceeds of the Proposal Guaranty in accordance with NCTCOG Specifications Item 102.5.

XIX. PERFORMANCE AND OTHER BONDS

Refer to the Construction Agreement and the attached forms for Payment, Performance and Maintenance Bonds as well as NCTCOG Specifications Item 103.3.

XX. SIGNING OF AGREEMENT

Refer to NCTCOG Specifications Item 103.5.

XXI. PROTECTION OF THE PUBLIC

For protection and convenience of the public and emergencies, the Successful Bidder shall furnish the Owner with a telephone number at which the Contractor can be contacted 24 hours a day during the entire construction period of this Project. This telephone number shall be furnished to the Owner in writing prior to the beginning of construction.

XXII. GOVERNING DOCUMENTS

The work shall conform to the requirements of these Specifications and the details as shown on the Drawings. These Contract Documents are intended to be complementary. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Drawings and the Specifications, the interpretation of the Drawings shall have priority. In case of conflict between the referenced Specifications and the Project Specifications, the Project Specifications shall govern.

XXIII. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the Drawings or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the Contractor's risk, and will be considered unauthorized, and at the option of the Engineer, may not be measured and paid for, and may be ordered removed at the Contractor's expense. If the Contractor fails to satisfactorily repair, replace or remove the rejected, condemned or unauthorized work or materials immediately upon receipt of written notice, the Engineer will have the authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the Contractor.

XXIV. SPECIAL LEGAL REQUIREMENTS

Refer to NCTCOG Specifications Item 107.14 -- State and Local Sales and Use Taxes.

XXV. PRE-BID CONFERENCE

A NON-MANDATORY pre-bid conference is scheduled for **1:00 PM on April 7, 2026**, via a Webex meeting at: <https://cityofmckinney.webex.com/cityofmckinney/j.php?MTID=m8d6d4afd950d392242d95586cc27a664> Representatives of the Owner and Engineer will be present to discuss the Project. The Engineer will distribute to prospective bidders of record such Addenda as the Engineer considers necessary in response to discussions or inquiries arising at the conference.

XXVI. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

**The Engineer's opinion of probable construction cost is \$3,818,925.**

**SECTION II**

## **NCTCOG SPECIFICATIONS**

The City of McKinney, Texas has adopted the Fifth Edition (2017) of the *Public Works Construction Standards - North Central Texas* as amended and published by the North Central Texas Council of Governments (the "NCTCOG Specifications"). The NCTCOG Specifications apply to this Project, except as noted herein. In the case of a contradiction between the NCTCOG Specifications and these Contract Documents, the information in these Contract Documents shall control.

Bidders are specifically directed to become thoroughly familiar with the NCTCOG Specifications prior to submitting a bid. The Specifications may be purchased from:

North Central Texas Council of Governments  
616 Six Flags Drive  
P.O. Box 5888  
Arlington, Texas 76005-5888  
817/461-3300 (Metro)

Unless otherwise specifically noted on the Plans, or in these Specifications, all applicable sections of the NCTCOG Specifications are in effect. In this case of a contradiction between the NCTCOG Specifications and these Contract Documents, the information in these Contract Documents shall control.

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## SC.01 GENERAL

The work shall be performed in accordance with the Fifth Edition (2017) of the *Public Works Construction Standards - North Central Texas* as amended and published by the North Central Texas Council of Governments (the "NCTCOG Specifications") and shall be maintained unless there exists a conflict with the provisions of this section, in which case the Special Conditions shall govern. Construction shall be in accordance with and as indicated on the Plans, City of McKinney Standard Construction Details, the NCTCOG and/or Project Specifications, or in these Special Conditions.

## SC.02 DEFINITION OF TERMS

Engineer: The word "Engineer" in these specifications shall be understood as referring to the Director of Engineering, City of McKinney, 221 N. Tennessee, McKinney, Texas, 75069, Engineer of the OWNER, or such other representatives as may be authorized by said OWNER to act in any particular position.

Working Time: "Working Time" is defined as the time during the day, except holidays (listed below) in which the CONTRACTOR shall be permitted to work. Normal work hours will be 6:00 a.m. to 9:00 p.m. (7:00 AM to 7:00 PM in residential areas) Monday through Friday. CONTRACTOR will be permitted to work weekend hours (excluding City holiday weekends) between 8:00 a.m. and 5:00 p.m. on Saturdays and between 1 pm and 5 pm on Sundays provided CONTRACTOR supplies written notification to the City Inspector of CONTRACTOR's intent to work and identifies the specific weekend days and hours it plans to work on or before 12:00 noon of the immediately preceding Thursday. If the CONTRACTOR fails to timely notify the City Inspector of CONTRACTOR's intent to work weekend hours the CONTRACTOR will not be allowed to work. The CONTRACTOR will not be allowed to work City of McKinney holidays unless an exception is given by the City, and it is the CONTRACTOR's responsibility to verify the City's holiday schedule. The consequences of work being performed without the benefit of inspection on Saturdays, Sundays or holidays will be the removal of all work performed without the appropriate inspection, as determined by the City Inspector.

The City of McKinney observes the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & the Day after Thanksgiving (including the following Saturday and Sunday), and Christmas Eve & Christmas Day. If a holiday falls on a Saturday, the City will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the City will observe the holiday on the following Monday. Therefore, the City will be closed at least 9 days a year for holidays.

Substantial Completion: For the purpose of tracking time, issuing payment of retainage or bonuses and assessing liquidated damages, Substantial Completion shall be defined as the date upon which all scheduled bid items included in the Contract have been constructed or installed completely to allow all facilities to function as designed and the CONTRACTOR has made a request for a walk-through inspection with the City Inspector, the Engineer and the City's Representative.

Final Completion: For the purpose of tracking time, issuing payment of retainage or bonuses and assessing liquidated damages, Final Completion shall be defined as the date upon which all items identified during the walk through as being incomplete or not functioning as designed (the “punch list”) have been completed or corrected and the CONTRACTOR has requested final acceptance of the Project.

Gantt Chart: A “Gantt Chart” clearly defines the critical construction path. The Gantt Chart shall include each major item of work and the time frame for the initiation, progress and completion of such major items of work.

Weather Days: The phrase “Weather Days” means those days having more than a trace of rain and / or snow on the project as measured and confirmed by the OWNER **AND** on which days the CONTRACTOR is unable to work as verified by the OWNER. The phrase “Weather Days” does not include days on which the CONTRACTOR or its subcontractors are able to work at least a portion of the day (4 hours or more).

Project: The term “Project” refers to all proposed work/improvements as defined in the approved construction plans for the work activities defined in the Construction Agreement, and as amended through any and all contract changes.

#### SC.03 LOCATION OF PROJECT

The Work awarded under this Contract shall include all locations stated or included in the Project.

#### SC.04 SCOPE OF WORK

The Work under this Contract includes furnishing all labor, tools, material, and equipment, and for performing all work necessary for the Project, plus additional appurtenances as shown on the Plans or Specifications.

#### SC.05 PROSECUTION AND PROGRESS

1. Generally.

NCTCOG Specifications Item 108.8, Delays; Extension of Time; Liquidated Damages shall apply, except as amended in SC.13 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR and SC.15 DELAYS: EXTENSION OF TIME: LIQUIDATED DAMAGES.

2. Monthly Progress Meetings.

In order to facilitate timely prosecution of the Work under NCTCOG Specifications Item 108, monthly progress meetings will be required for this Project. CONTRACTOR shall have a Project Manager, Supervisor or other person with the power and authority to speak on behalf of and make decisions regarding the

Project that are binding upon the CONTRACTOR. Failure of the CONTRACTOR to be represented at such monthly progress meetings by a person with the power and authority to speak on behalf of and make binding decisions regarding the Project may result in the issuance of a Stop Work Order until such time as the monthly progress meeting can be rescheduled with the attendance of a duly authorized representative of the CONTRACTOR present. CONTRACTOR shall not be entitled to an extension of time for any days that are subject to a Stop Work Order including any days that would otherwise be Weather Days or delays arising from Unforeseeable Causes.

3. Failure to Comply with Contract Documents.

Notwithstanding any other provision of the Contract Documents, specifically including NCTCOG Specifications Item 108, OWNER shall have the right to issue a Stop Work Order to CONTRACTOR should the CONTRACTOR after verbal and/or written warnings or reprimands continue to violate any provision of the Contract Documents. Such Stop Work Order shall be in effect until such time as a meeting is scheduled and held with the Project Manager, Supervisor or other person with the power and authority to speak on behalf of and make decisions regarding the Project that are binding upon the CONTRACTOR and an agreement resolving such violation is attained. CONTRACTOR shall not be entitled to an extension of time for any days that are the subject to a Stop Work Order including any days that would otherwise be Weather Days or delays arising from Unforeseeable Causes. This right to issue a Stop Work Order shall be in addition to all other rights and privileges of the OWNER regarding violations or breaches of the Contract Documents.

SC.06 MEASUREMENT AND PAYMENT

The quantities for construction are estimated, based on calculated quantities and supplemental documentation as required by the OWNER. Monthly pay estimates to be provided by the CONTRACTOR on a form prescribed by the OWNER will be based on the completion of each unit, as determined by the OWNER's representative. Submittals for payment and payment shall be made in accordance with NCTCOG Specifications Item 109.

SC.07 FORMS, PLANS AND SPECIFICATIONS

Engineering Plans, Specifications and Contract Documents may be obtained at no charge from registered vendors on the **City of McKinney's electronic procurement portal, Bonfire**, at <https://mckinneytexas.bonfirehub.com/>. Alternatively, they may be purchased from the design engineer as shown on the legal notice at the cost prescribed by the engineering firm. The purchase price is non-refundable. For additional information, please contact the City of McKinney Engineering Department at 972-547-7400 or [contact-engineering@mckinneytexas.org](mailto:contact-engineering@mckinneytexas.org).

## SC.08 CONFLICT OF INTEREST

City Charter states that no member of the City Council or any officer or employee of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER, nor shall be financially interested, directly or indirectly, in the sale to the OWNER of any land, or rights or interest in any land, materials, supplies or services. Any willful violation of this prohibition shall constitute malfeasance in office. Any violation of this prohibition with the knowledge, expressed or implied, of the persons or corporations contracting with the OWNER shall render the contract voidable by the City Manager, or the City Secretary, or the City Council. The CONTRACTOR represents that no member of the City Council, employee or officer of the OWNER has an interest in the CONTRACTOR.

## SC.09 RESERVED

## SC.10 RESERVED

## SC.11 CONSTRUCTION SCHEDULE

Prior to starting Work, the CONTRACTOR shall submit a Gantt Chart and proposed schedule for the Work included herein, as required by NCTCOG Specifications Item 108.1, and shall submit any major revisions to this schedule on a monthly basis as the Project progresses and when a major revision occurs. The schedule shall include a construction-phasing plan to ensure minimum interruption of traffic on streets and driveways, as detailed in SC.27 BARRICADES, WARNING SIGNS, DETOURS, AND SEQUENCE OF WORK. The CONTRACTOR shall also provide an updated Gantt Chart and construction schedule no less frequently than one time each month as part of the monthly payment application submission pursuant to NCTCOG Specifications Item 109.5.1, and without which schedule the monthly payment application shall be rejected. This schedule shall provide for completion of the Project within the contract time provided in the Specifications.

If CONTRACTOR fails to complete the Project within the required contract time the CONTRACTOR shall not be relieved of the obligation to submit updated Gantt Charts and construction schedules as provided herein. Rather, CONTRACTOR shall continue to provide an updated Gantt Chart and construction schedule projecting the anticipated time of completion utilizing the CONTRACTOR's best efforts, utmost diligence, and all due speed to complete the Project.

No more than one (1) Phase shall be under construction simultaneously without approval of the Engineer. The CONTRACTOR shall apply continuous work on Phase No. 1 until completed, proceed to Phase No. 2 and apply continuous work until completed, proceed to Phase No. 3 and apply continuous work until completed, etc. **It is the responsibility of the CONTRACTOR to ensure continuous work/progress for each Phase of the Project. Should major work activities cease in any Phase or**

**Specific Location longer than 14 days without adequate written notice to the Engineer, the CONTRACTOR shall provide a detailed Gantt Chart to the OWNER for expected recommencement and completion of work in those locations. Failure to provide this information may result in withholding of monthly progress payments by the OWNER.**

**SC.12 REQUEST FOR INFORMATION AND FIELD CHANGES**

Requests for Information (RFI) shall be submitted to the Design Engineer and copied to the City's Project Manager. A formal response to each RFI will be provided by the Design Engineer and/or City's Project Manager.

Field changes, including significant quantity overruns, may be authorized by the City's Project Manager via e-mail and shall be tracked and aggregated into a later Change Order.

**SC.13 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR**

The CONTRACTOR understands and agrees that time is of the essence in performing and completing the Work. The OWNER and CONTRACTOR acknowledge that the actual damages the OWNER may sustain if the CONTRACTOR fails to complete the Work on time can be difficult to ascertain. Consequently, the CONTRACTOR agrees to pay to the OWNER the following schedule of liquidated damages, replacing NCTCOG Schedule 108.8.1.(a) Liquidated Damages, for each calendar day that completion of any Work required under the Contract Documents is overdue:

<b><i>Amount of Contract (\$)</i></b>	<b><i>Amount of Liquidated Damages (\$)</i></b>
Less than 25,000.00	200.00 Per Day
25,000.00 to 99,999.99	350.00 Per Day
100,000.00 to 999,999.99	500.00 Per Day
More than 1,000,000.00	1,000.00 Per Day

This amount is payable as reasonable and just compensation for failure to complete the Work on time. This amount is payable as liquidated damages and not as a penalty. In the event that the amount of calculated liquidated damages is less than retainage withheld, the assessed amount will be deducted from accumulated retainage upon project closeout.

**SC.14 CONSIDERATION FOR EARLY COMPLETION**

No early completion bonus shall be considered for this Project.

**SC.15 DELAYS: EXTENSION OF TIME: LIQUIDATED DAMAGES**

In addition to the requirements of NCTCOG Specifications Item 108.8 Delays; Extension of Time; Liquidated Damages, the following provisions shall be applied to Item 108.8 and be incorporated in to the NCTCOG Specifications as Item 108.8.2:

108.8.2 Unforeseeable Cause

The term "unforeseeable cause" as it is used in Item 108.8 shall mean:

1. An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the Work site, including access or egress thereto;
2. A riot or war situation actually involving the site or actually preventing the CONTRACTOR from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as supplied to OWNER; \* or
3. An unanticipated strike involving the forces actually working on the Project or involving the employees of those essential suppliers, \* but no other labor stoppage.

\* The CONTRACTOR must identify its essential suppliers in writing within five (5) business days of the Notice to Proceed. Any supplier that is not so identified shall not be considered an essential supplier justifying an extension of time for a delay caused by an Unforeseeable Cause.

No event shall be deemed an Unforeseeable Cause for the purposes of this Agreement unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the CONTRACTOR could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Weather Days shall not be considered an Unforeseeable Cause for which an extension of time will be granted unless and except in those months during which the actual number of Weather Days within the month exceed the historical average number of Weather Days for said month. The historical number of Weather Days per calendar month is as follows, based upon regional weather data from the National Weather Service (Dallas / Fort Worth, TX Weather Forecast Office):

Average Weather Days per Month

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
8	7	8	7	9	7	4	5	6	7	7	7

**A notice of claim for delays and extension of time for completion due to Unforeseeable Cause(s) or Weather Days shall be promptly submitted to the OWNER and no later than 14 days after the event(s) giving rise to such claim.** The notice shall, in writing, specify the Unforeseeable Cause(s) and the anticipated effect it will have on the CONTRACTOR's abilities to perform its obligations along with a plan to deal with the effects of such Unforeseeable Causes and proposed amendments to all affected schedules and the Gantt Chart necessarily resulting therefrom.

Failure to timely submit a complete notice of claim for delays and extension of time for completion due to Unforeseeable Cause(s) or Weather Days shall result in the denial of a request for extra working time. No adjustment shall be made to the Contract price, and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this Special Condition and / or NCTCOG Specifications Item 108.8.

#### SC.16 CHANGE ORDERS

Change Orders for the performance of extra work under NCTCOG Specifications Item 104.2.3 and/or the provision of extra materials and/or requests for additional time shall be promptly submitted in writing to the OWNER in accordance with NCTCOG Specifications Item 104.2.5 no later than 14 days after occurrence of the event or events giving rise to the need for such extra work and/or extra materials and/or additional time. All Change Orders shall be supported by an updated Gantt Chart and construction schedule. No extra time shall be granted for additional work unless the additional work is directly related to the critical construction path. In addition, no extra time shall be granted for delays related to work that are outside of the critical construction path.

#### SC.17 COPIES OF PLANS AND SPECIFICATIONS

Five (5) sets of Plans and Specifications shall be furnished to the CONTRACTOR, at no charge, for construction purposes. Additional copies may be obtained at the cost of reproduction upon request.

#### SC.18 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications, to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these Specifications.

#### SC.19 TRADE NAMES AND MATERIALS

No material which has been used by the CONTRACTOR for any temporary purposes whatsoever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the Specifications in connection with material, manufactured article, or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

#### SC.20 PERMITS AND RIGHTS-OF-WAY

The OWNER will provide rights-of-way for the purpose of construction without cost to the CONTRACTOR, by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the CONTRACTOR, prior to the initiation of construction on easements through private property, to inform the property owner of this intent to begin construction. Before beginning construction in areas of public dedication, the CONTRACTOR shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

#### SC.21 CONCRETE MIX DESIGN

The CONTRACTOR shall submit proposed concrete mix design for each class of concrete to the OWNER for review and acceptance. The mix designs shall be proportioned in accordance with the requirements of A.C.I. 318-08 and include data from field experience and/or trial mixtures with the results of confirmation cylinders. The mix designs and supporting data shall be submitted and accepted at least ten (10) calendar days prior to placing concrete. The mix designs must be signed and sealed by a professional engineer licensed in the state of Texas.

#### SC.22 PROJECT MAINTENANCE, PUBLIC CONVENIENCE, AND SAFETY

The CONTRACTOR shall maintain, and keep in good repair and safe order, the locations and improvements covered by these Plans and Specifications during the life of this Contract. This includes, but is not limited to:

1. Daily project cleanup as required and further described in these special conditions.
2. Proper advance notification to any impacted residents or businesses due to direct construction impacts as required and further described in these special conditions.
3. Maintenance and daily inspection of barricades and traffic control devices as required and further described in these special conditions.
4. Routine cleanup and daily inspection of public streets and alleys as required and further described in these special conditions.
5. Maintenance and daily inspection of all temporary erosion control devices as required and further described in these special conditions.
6. Maintenance and implementation of all required tree protection in accordance with the plans.
7. Safe storage of construction equipment and materials.
8. Storage, handling, and disposal of all hazardous or construction materials in accordance with Federal, State, and Local requirements.
9. Protection of private property and city property.
10. Maintenance and cleanup of any construction staging areas.
11. Ensuring safe passage of public and emergency vehicles on public streets and alleys (unless a closure or detour are approved in writing by the Engineer).
12. Providing accommodations for mail delivery and solid waste collections.
13. Ensuring the safety of pedestrians in the work area.
14. Preventing accumulations of dumping, stagnant water, trash, and other unsanitary matter declared a nuisance (City of McKinney Ordinance 70-55)
15. Promptly addressing weeds, brush, and other objectionable or unsightly matter (City of McKinney Ordinance 70-56)

Unless specifically stated in the Project plans and specifications, the CONTRACTOR obligations above are not considered pay items and shall be subsidiary to the Project. The OWNER shall have the right to issue a Stop Work Order to the CONTRACTOR should the CONTRACTOR after repeat verbal and written reprimands continue to violate these conditions. Such Stop Work Order shall be in effect until such time that all noted violations are corrected. The CONTRACTOR shall not be entitled to an extension of time for any days that are the subject to a Stop Work Order including any days that would otherwise be Weather Days or delays arising from Unforeseen Causes.

## SC.23 CLEANUP

### 1. During Construction.

The CONTRACTOR shall at all times keep the Work site as free from all disposable material, debris, and rubbish as is practicable, and shall remove same from any portion of the Work site when it becomes objectionable or interferes with the progress of the Project, in the opinion of the Engineer or the OWNER. Debris resulting from construction shall not be left on the site after the construction of such Work is completed. Upon completion of particular phases of any concrete pavement improvements which can be used by the traveling public during construction, the joints shall be sawed at the proper time, and within ten (10) calendar days after sawing the joints, the joints shall be sealed, and the pavement shall then be swept clean with a power-driven broom and opened for traffic. Under no circumstances shall the CONTRACTOR leave the joints unsealed unless written permission is given by the Engineer. Whether permission is given or not for the CONTRACTOR to delay sealing the joints, the CONTRACTOR shall sweep and clean up the slab for use by the traveling public. Under no circumstances shall the CONTRACTOR use a completed pavement to stockpile backfill material. During the construction the CONTRACTOR shall not damage improvements on private property, including shrubs, grass, pavement, walks, curbs and fences.

### 2. Final.

Upon completion of the Work, the CONTRACTOR shall remove from the Work site all plants, materials, tools and equipment belonging to them and restore the Work site with an appearance acceptable to the Engineer and the OWNER. The CONTRACTOR shall thoroughly clean all equipment and materials installed by them and shall deliver over such materials and equipment in a bright, clean, polished, and new-appearing condition.

## SC.24 GUARANTY AGAINST DEFECTIVE WORK

The CONTRACTOR shall indemnify the OWNER against any repairs which may become necessary to any part of the Work performed under the Contract, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of final acceptance of the Work, in accordance with the Performance and Maintenance Bond stipulations.

## SC.25 TESTING AND QUALITY CONTROL

### 1. Testing of Materials.

Observation of the CONTRACTOR's work to determine compliance with the Plans and Specifications will include testing of material installed on the Project. Testing of work performed, and materials furnished shall be done by an engineering testing laboratory employed by the OWNER. The CONTRACTOR shall use only materials

in the Work, which meet the requirements of the Specifications. The OWNER will employ the services of an engineering testing laboratory to make certain inspections and to sample and test the materials to be used in the Work. The CONTRACTOR shall furnish, at their own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the Work. All materials not conforming to the requirements of the Specifications will be rejected.

2. Quality Control.

During the construction, the OWNER will retain the engineering testing laboratory to perform services related to checking the quality of the Work being performed by the CONTRACTOR to determine if the improvements are being constructed in accordance with the Plans and Specifications. THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY WITH REGARD TO CONSTRUCTING THE WORK IN ACCORDANCE WITH THE CONTRACT.

THE CONTRACTOR SHALL GIVE THE ON-SITE REPRESENTATIVE OF THE OWNER SUFFICIENT NOTICE OF THEIR INTENTION TO CONSTRUCT PORTLAND CEMENT CONCRETE PAVEMENT, STRUCTURAL CONCRETE, OR HOT MIX ASPHALTIC CONCRETE TO ASSURE THE ADEQUATE QUALITY CONTROL OF CONSTRUCTION MATERIALS AND WORKMANSHIP.

3. Testing and Quality Control Services.

Testing and Quality Control Services shall include but are not limited to the following:

a. Reinforced Concrete Pavement

- (1) Analysis of Aggregates
- (2) Decantation Tests on Aggregates
- (3) Inspect Aggregate Stockpiles
- (4) Prepare or Check Concrete Batch Design
- (5) Slump and Air Content Tests
- (6) Flexural or Compressive Strength Tests

b. Lime Treated Base or Flexible Base

- (1) Lime requirements as indicated by test method ASTM C977-83a, Appendix X1
- (2) Field Compaction Tests - ASTM D698-90 Method A (Perform one (1) Density Test on compacted subgrade for each 5,000 square feet of area)

c. Embankment or Pavement Subgrade

- (1) Moisture - Density Curves
- (2) Field Compaction Tests-Test Method ASTM D698-90 Method A

d. Hot Mix Asphaltic Concrete

- (1) Prepare or Check Mix Design
- (2) Provide Full Quality Control at Hot Mix Plant
  - (a) Hot Bin Gradation Tests
  - (b) Air Void
  - (c) Stability and Density Tests
  - (d) Percent Asphalt Content
- (3) Make Tests from Samples of Mix (a) Extraction (b) Gradation (c) Percent Asphalt (d) Stability and Density Tests (e) Make Hot Bin Analysis Every 250 Tons

e. Structural Concrete

- (1) Mix Design
- (2) Batch Plant Weight and Moisture Checks
- (3) Slump and Air Tests
- (4) Compressive Strength Tests

4. Payment for Testing and Quality Control Services.

All tests on materials, construction items, products incorporated in the work and / or Work to determine compliance with the Plans and Specifications shall be performed in accordance with NCTCOG Specifications Item 106.5 by the engineering testing laboratory retained by OWNER. OWNER shall pay for the initial testing performed by the engineering testing laboratory retained by the OWNER on materials furnished and Work performed by CONTRACTOR. Retesting after failure to pass any test shall be at the sole expense of the CONTRACTOR. Payment for any and all Retests may be deducted and permanently withheld from the CONTRACTOR's total compensation unless the CONTRACTOR pays for such Retests within 20 days of the receipt of an invoice for such Retest.

OWNER shall not be liable for or responsible to pay for tests or Retests performed by any person or entity other than the engineering testing laboratory retained by OWNER for that purpose.

SC.26 COORDINATION WITH OTHERS

OTHER CONTRACTORS AND ADJACENT CONSTRUCTION

In the event other contractors are doing work in the same area simultaneously with this project, the CONTRACTOR shall coordinate their proposed construction with other contractors.

### RESIDENTIAL AREAS AND BUSINESSES

In the event of work adjacent to residential properties or businesses, the contractor shall provide written notices a minimum of 48 hours prior to any work activities which may block or hinder access to such properties, impact existing fencing, or disrupt services to said properties. CONTRACTOR shall schedule the construction activities to minimize any inconvenience to the residents and businesses. Interruptions to existing services may be required to be done during off times and shall be coordinated with the affected agencies. Any planned interruptions of sewer and / or water services must have prior written approval of the Engineer. Written notices (in English and Spanish) must be approved by the Engineering Department in advance of posting and include, at a minimum, the following information:

1. Contractor Contact Information
2. City Project Name and Project Number
3. Description of Work Activities to be Performed
4. Schedule and Duration of Work Activities
5. Requests for Moving Vehicles or Temporary Parking Restrictions (if applicable)
6. City of McKinney Engineering Department Contact Information

### ATMOS ENERGY & COSERV

An on-site coordination meeting with representatives from Atmos Energy and/or CoServ (depending on the service area) is required prior to the start of any excavation where those underground gas facilities may exist. The CONTRACTOR shall coordinate with the Construction Inspector to coordinate this meeting.

### CONSTRUCTION MATERIALS TESTING

The CONTRACTOR shall contact the Construction Inspector at least 24 hours prior to all required testing. In no event shall the CONTRACTOR contact the materials testing lab directly.

### TRAFFIC DEPARTMENT

The CONTRACTOR shall notify the City of McKinney Signal Supervisor prior to beginning work on existing or proposed traffic signals. Contact the Signal Supervisor at (972) 547-7428 with 24-hour notice of intent to begin signal work.

A City of McKinney Traffic Engineer shall be present when temporary or permanent traffic signals are to be activated. Contact the City of McKinney Transportation Engineering Manager at (972) 547-7438 with at least one week notice of any planned turn-on activities.

### SOLID WASTE COLLECTION

The CONTRACTOR shall provide access for solid waste collection on the designated day of the week. If access is blocked, obstructed, or unsafe due to construction activities,

the CONTRACTOR shall be required to move containers to an accessible location and coordinate with the Construction Inspector.

#### MAIL SERVICE

The CONTRACTOR shall provide access for mail delivery for all properties in the Project work area. If access is blocked, obstructed, or unsafe due to construction activities, the CONTRACTOR shall be required to provide temporary mailboxes as to ensure continuous mail access/delivery. Unless specifically included in the Project plans and specifications, this shall be considered a non-pay item.

#### SC.27 BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK

1. Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable. **The CONTRACTOR shall inspect and maintain all traffic control devices during each work day.**
2. The Project plans and specifications may include general or specific guidelines and requirements for traffic control and/or work sequencing during construction. **The CONTRACTOR shall plan their work sequence in a manner that will cause minimum interference with traffic during construction operations.** In the event that work areas are left partially completed for extended periods of time and such work areas are impacting public use beyond existing conditions in the opinion of the Engineer, the CONTRACTOR shall immediately adjust their resources as far as practical to ensure continuous work.
3. Before beginning Work on this Project, the CONTRACTOR shall submit, for approval by the Engineer, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the Work. If at any time during the construction, the CONTRACTOR's proposed plan of operation for handling traffic does not provide for safe and comfortable movement, the CONTRACTOR shall immediately change their operations to correct the unsatisfactory conditions and submit a revised plan of operations for approval to the Engineer.
4. CONTRACTOR shall provide Engineer at least 48 hours advance written notice of any road or lane closure, and obtain Engineer's written approval of such road or lane closure prior to closing said road or lane segment.
5. Unless otherwise shown on the Project plans and specifications, one (1) lane in each direction shall be kept open at all times, except in areas of actual construction. In areas of actual construction one (1) lane must be kept open at all

times and a flagman provided by the CONTRACTOR to safely direct traffic through the construction area.

6. Portable Vertical Panels meeting the requirements of TxDOT Standards shall be spaced appropriately (based on posted speed and configuration) to separate traffic lanes from the Work.
7. Trenches and excavation across the traffic lanes will be kept covered with a portable traffic-bearing surface at all times unless work in is in progress and traffic is diverted appropriately. Only one lane of traffic may be closed at a time during this work.
8. The CONTRACTOR shall provide, construct and maintain barricades and signs at locations set out in the Plans and in the Special Conditions. In addition, the CONTRACTOR shall provide and maintain such other barricades and signs as deemed necessary by the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.
9. All traffic control devices shall have ASTM Type III High Intensity Reflective Sheeting. Signs CW20-1D and G20-2 shall be provided where traffic is entering the work limits at either end of the Project. Signs G20-2 and CW20-1D shall be erected at all other intersecting highways and streets where traffic is entering the Project limits. Signs G20-2 shall be provided where traffic is leaving the Project limits at both beginning and ending of the Project and at points of intersection with all highways and streets within the Project limits. The CW20-1D signs will be supplemented by Type II Barricades with two Type-A-Low Intensity Flashers per barricade. Throughout the construction sequence, adequate traffic control measures shall be provided to safely guide traffic through the Project.
10. Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from highways or side streets.
11. During construction, the CONTRACTOR will be required to furnish, place, and maintain in accordance with the Texas Manual on "Uniform Traffic Control Devices for Streets and Highways", vertical panels along edge of pavements and fills that are hazardous. The vertical panels shall be supplemented with steady burning electric lamps alternated with delineator panels.
12. The CONTRACTOR shall keep traveled surfaces used in their hauling operation clear and free of dirt or other material.

13. The CONTRACTOR shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and CONTRACTOR's personnel.
14. The CONTRACTOR shall arrange their work so that stored machinery or equipment shall not be closer than 5 feet to the traveled roadway after sunset except as authorized by the Engineer.
15. Any existing pedestrian facilities or sidewalks (whether public or private) within the construction work area shall be protected and made safe for the public by the CONTRACTOR at all times. **Neither portable nor permanent sign supports should be located on sidewalks, bicycle facilities, or areas designated for pedestrian or bicycle traffic.** If the bottom of a secondary sign that is mounted below another sign is mounted lower than 7 feet above a pedestrian sidewalk or pathway, the secondary sign should not project more than 4 inches into the pedestrian facility. In the event that work requires the temporary closure of pedestrian facilities, the CONTRACTOR shall provide approved signage (including detours or closures) in accordance with the TMUTCD. Any and all costs associated with the protection and/or temporary accommodations to provide accessible pedestrian facilities shall be subsidiary to other work items unless specifically stated in the Project plans and specifications.

#### SC.28 CITY OF MCKINNEY MONUMENTS

The CONTRACTOR shall protect all OWNER monuments, and when any such monuments are in danger of being disturbed, they shall be properly referenced, and if disturbed, shall be reset at the expense of the CONTRACTOR, unless otherwise noted on the Plans.

#### SC.29 DISPOSAL OF WASTE AND SURPLUS EXCAVATION AND CONCRETE

All excavated earth in excess of that required for backfilling, and all concrete removed, shall be disposed of in a satisfactory manner. The CONTRACTOR shall provide to OWNER in writing the final destination of this material. This documentation shall be submitted at the time of the SWP3 submittal outlined in SC.53 EROSION CONTROL.

The documentation shall include permission from the property owner and verification from the floodplain manager in the jurisdiction that the disposal area is outside the FEMA 100-year flood zone.

The disposal site shall be included in the acreage of disturbance for the Construction Site Notice/Notice of Intent and the erosion control/stabilization of the disposal site shall be included in the SWP3 as outlined in SC.53 EROSION CONTROL.

SC.30 INSPECTION

Construction inspection will be performed by representatives of the OWNER, Engineer, City, geotechnical engineer and reviewing authorities and agencies. Unrestricted access shall be provided to them at all times. CONTRACTOR is responsible for understanding and scheduling required inspections. Testing samples shall be collected and processed by certified technicians. The designated representatives will observe and check the construction in sufficient detail to satisfy the representative(s) that the work is proceeding in general accordance with the Contract Documents, but they will not be a guarantor of the CONTRACTOR's performance.

SC.31 LIGHTS AND POWER

The CONTRACTOR shall provide, at their own expense, temporary lighting and power facilities required for the proper prosecution of the work.

SC.32 WAGE RATES

All employees of the CONTRACTOR for the Work to be performed under this Contract shall be paid the prevailing wage scale in this locality for work of a similar character, and in no event, less than the minimums prescribed in the following schedule:

The "prevailing rates" shown will be the minimum wage rates acceptable on this Project. This Special Condition does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages

"General Decision Number: TX20260294 01/02/2026

Superseded General Decision Number: TX20250294

State: Texas

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SATX2025-007 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	\$24.40	0.00
Asphalt Paving Machine Operator	\$22.52	0.00
Asphalt Raker	\$19.87	0.00
Broom or Sweeper Operator	\$18.01	0.00
Concrete Finisher, Paving and Structures	\$22.48	0.00
Concrete Pavement Finishing Machine Operator	\$24.07	0.00
Concrete Saw Operator	\$20.34	0.00
Crane Operator, Hydraulic 80 Tons or less	\$31.32	0.00
Crane Operator, Lattice Boom 80 Tons or Less	\$29.90	0.00
Crane Operator, Lattice Boom Over 80 Tons	\$33.55	0.00
Crawler Tractor Operator	\$24.06	0.00
Electrician	\$36.10	0.00
Excavator Operator, 50,000 Pounds or less	\$25.08	0.00
Excavator Operator, Over 50,000 Pounds	\$25.34	0.00
Flagger	\$14.80	0.00
Form Builder/ Setter, Structures	\$22.50	0.00
Form Setter, Paving & Curb	\$20.89	0.00
Foundation Drill Operator, Crawler Mounted	\$29.25	0.00
Foundation Drill Operator, Truck Mounted	\$29.86	0.00
Front End Loader Operator, 3 CY or Less	\$20.93	0.00
Front End Loader Operator, Over 3 CY	\$22.56	0.00
Laborer, Common	\$18.01	0.00
Laborer, Utility	\$19.32	0.00
Loader, Backhoe Operator	\$23.22	0.00
Mechanic	\$23.22	0.00
Milling Machine Operator	\$20.94	0.00
Motor Grader Operator, Fine Grade	\$27.09	0.00
Motor Grader Operator, Rough	\$24.90	0.00
Off Road Hauler	\$23.70	0.00
Pavement Marking Machine Operator	\$22.35	0.00
Pipelayer	\$22.46	0.00

Reclaimer/ Pulverizer Operator	\$22.17	0.00
Reinforcing Steel Worker	\$23.50	0.00
Roller Operator, Asphalt	\$20.35	0.00
Roller Operator, Other	\$18.60	0.00
Scraper Operator	\$21.54	0.00
Servicer	\$24.86	0.00
Sign Erector	\$18.01	0.00
Small Slipform Machine Operator	\$25.09	0.00
Spreader Box Operator	\$23.59	0.00
Telecommunication Technician	\$23.14	0.00
Truck Driver, Lowboy Float	\$25.57	0.00
Truck Driver, Single Axle	\$20.60	0.00
Truck Driver, Single or Tandem Axle Dump Truck	\$22.64	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	\$23.22	0.00
Truck Driver, Transit-Mix	\$21.97	0.00
Welder	\$23.72	
Work Zone Barricade Servicer	\$18.01	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contract subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. IF a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate

will be adjusted annually. Additional information on contractor requirements and workers protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than “SU”, “UAVG”, “SA?”, or “SC?” denotes that a union rate was prevailing for the classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but the 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The “SU” identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing

a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-001 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighed average of survey data for that classification. FL indicated the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classification and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6 (C)(1).

#### State Adopted Rate Identifiers

The “SA” identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3 (g)-(h). Example: SAME 2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) A survey underlying a wage determination
- b) An existing publish wage determination
- c) An initial WHD letter setting forth a position on a wage determination matter
- d) An initial conformance (additional classification and rate) determination

On survey related matters, initial contract, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction

Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION

If the construction Project involves the expenditure of federal funds in excess of \$2,000.00, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on a project of a character similar to the Contract Work in the City of McKinney or the rate given above, whichever is higher.

Except for Work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective Rate per Hour.

For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective Rate per Hour, times (b) the number of hours worked on the legal holiday.

The "general prevailing rate for overtime work" for the various crafts or type of workers or mechanics is one and one-half times the above respective Rate per Hour.

The provisions of Chapter 2258 of the Tex. Gov't Code shall govern penalties incurred by the CONTRACTOR for violations of these conditions. To wit, violations of Chapter 2258 of the Tex. Gov't Code may be punished by a penalty of \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated herein. Tex. Gov't Code § 2258.023. In addition, the failure to maintain wage and employment records as required by Chapter 2258 for each employee may be punished as a criminal offense by a fine not to exceed \$500 and / or imprisonment for a term not to exceed six months. Tex. Gov't Code § 2258.058.

### SC.33 CLAIMS FOR DAMAGES OR INJURY

If any person files a claim against the OWNER, OWNER's Agent or CONTRACTOR for personal injury or property damage resulting from, arising out of, or caused by, the operations of the CONTRACTOR, or any Work within the limits of the Project, the CONTRACTOR must either submit to the OWNER a duly executed full release within thirty (30) calendar days from the date of written claim, or immediately report the claim to their liability insurance carrier for their action in adjusting the claim. If the CONTRACTOR fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the CONTRACTOR has appointed the OWNER as its irrevocable Attorney In Fact authorizing the OWNER to report the claim directly with the CONTRACTOR's liability insurance carrier. This provision is in and of itself a Power of Attorney from the CONTRACTOR to the OWNER, which authorizes the OWNER to take said action on behalf of the CONTRACTOR without the necessity of the execution of any other document. If the CONTRACTOR fails to comply with the provisions of this item, the OWNER, at its own discretion, may terminate this contract or take any other actions it deems appropriate. Any payment or portion thereof due the CONTRACTOR, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the OWNER as is authorized by Item 109.4 of NCTCOG Specifications as amended by City. Bankruptcy, insolvency or denial of liability by the CONTRACTOR's insurance carrier shall not exonerate the CONTRACTOR from liability.

As a result of the additional work created to OWNER due to non-response of claims for damages by CONTRACTOR to third parties, CONTRACTOR shall incur penalties for failure to abide by this Special Condition.

The CONTRACTOR shall respond to the claimant in writing regarding the status of the claim, including whether CONTRACTOR disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. CONTRACTOR will be assessed

a penalty by OWNER of \$75.00 per claim, for its failure to respond to the claimant as described above within thirty (30) calendar days of its written notice of claim by the City.

To ensure CONTRACTOR compliance, the OWNER shall be notified, by copied correspondence of responses or settlement by CONTRACTOR.

#### SC.34 PAYMENT WITHHELD

NCTCOG Specifications Item 109.4 – “Payment Withheld” is hereby amended in part by replacing the last paragraph of such provision with the following paragraph to read as follows:

Amounts withheld under Subparagraph (6) for claim(s) filed against the CONTRACTOR or reasonable evidence indicating the probable filing of claims, the OWNER, in its sole discretion, is authorized to withhold sums owed the CONTRACTOR in amounts necessary to cover such claim(s) until CONTRACTOR provides the OWNER with an executed copy of the settlement agreement between the CONTRACTOR and the party seeking damages or evidence that the matter is otherwise adjudicated. The OWNER may withhold such sums up to the latter of two (2) years following final acceptance of the Project or the expiration of the applicable statute of limitations. The withholding of such funds shall confer no rights or benefits for third parties.

When the grounds giving rise to the withholding of payment are removed, payment shall be made for amounts withheld because of them, and the OWNER shall not be liable to CONTRACTOR for any decisions or actions of withholding payment including by way of illustration, and not limitation, interest, attorney fees, costs, expenses, and / or consequential or incidental damages which are a result of any delay in payment.

NCTCOG Specifications Item 109.5.1 – “Monthly Estimate” is hereby amended in part by inserting the following paragraph immediately prior to the last paragraph of such item:

CONTRACTOR shall submit an updated Gantt Chart and construction schedule to OWNER with each payment application submission. Failure of the CONTRACTOR to submit an updated Gantt Chart and construction schedule with a payment application submission shall result in the rejection of the payment application submission.

#### SC.35 COOPERATION OF CONTRACTORS

The CONTRACTOR shall have on the Project at all times, as their agent, a competent Superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of Work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly

supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent shall be furnished irrespective of the amount of Work subcontracted.

The Superintendent and the CONTRACTOR shall be responsible for all work performed by the subcontractor at all times during construction.

#### SC.36 RESERVED

#### SC.37 ANTITRUST

The CONTRACTOR hereby assigns to the OWNER any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1 et seq. (1973).

#### SC.38 PARTIAL PAYMENTS

Any partial payments due the CONTRACTOR, less retainage, shall be paid within thirty (30) calendar days following submittal of a monthly construction estimate.

#### SC.39 GRASS REPAIR

All grass areas damaged by construction shall be replaced and established with block sod matching existing grass type. Payment shall be contract unit bid price and shall be full compensation for all labor and materials, including water necessary to establish turf. Repair of grass areas damaged by the contractor outside of the limits of project disturbance shall be at the CONTRACTORS sole expense.

PAYMENT: PAYMENT FOR THE GRASS SHALL BE 50% AT TIME OF INSTALLATION AND THE REMAINING 50% (EXCLUDING RETAINAGE) WHEN GRASS IS ESTABLISHED.

#### SC.40 EXCAVATION SAFETY SYSTEMS

The Work performed under this section of the Specifications consists of providing site specific excavation safety plans and systems consisting of shoring, sheeting, trench shield, and/or laid-back slopes to meet the safety requirements of the Occupational Safety and Health Administration, as required for this Project and specified herein.

##### (1) General.

Trench safety systems shall be provided by the CONTRACTOR in accordance with the applicable subpart related to Excavation, Trenching, and Shoring of the OSHA Standards as published in Federal Register, Volume 54, No. 209 dated October 31, 1989, and revised effective January 2, 1990. These standards describe safety and health regulations as administered by the U.S. Department of Labor Occupational Safety

and health Administration (OSHA). The standards specified by the OSHA Regulations shall be the minimum allowed on this Project. It shall be the responsibility of the CONTRACTOR to provide a design and install adequate trench safety systems for all trenches excavated on this project. It shall also be the responsibility of the CONTRACTOR to comply with the State of Texas' "call before you dig" program mandated by Texas Utility Code Chapter 251 prior to excavation of any kind or nature regardless of the depth and length of such excavation.

The CONTRACTOR shall furnish to the OWNER for review, after award of the Contract by the City Council and prior to execution of the Contract by the OWNER, a site-specific excavation safety system plan for the entire Project. The safety plan must be prepared and sealed by a Professional Engineer registered in the State of Texas with professional experience in soil mechanics and structural design. In addition, all safety systems utilized in this Project must be designed by a Professional Engineer registered in the State of Texas. The CONTRACTOR shall be totally responsible for the safety of all persons involved in the construction of this Project.

After review of the excavation safety plan, the City Engineer will forward the reviewed plan to the appropriate OWNER construction division for use in inspection. Plans for construction will not be released by the City Engineer until this plan is reviewed. Changes in the excavation safety plan after initiation of construction may not be cause for extension of time or change order and will require the same review process. The CONTRACTOR accepts sole responsibility of compliance with all applicable safety requirements. The review is only for general conformance with OSHA safety standards. Release of the excavation safety plan by the City Engineer does not relieve CONTRACTOR from any or all construction means, methods, techniques and procedures; and any property damage or bodily injury (including death) that arises from use of the excavation safety plan, from CONTRACTOR's negligence in performance of Contract Work, or from OWNER's failure to note exceptions to the excavation plan, shall remain the sole responsibility and liability of the CONTRACTOR.

(2) Core Borings.

Any core borings and soil data furnished by the OWNER are for the convenience of the CONTRACTOR. The CONTRACTOR shall be responsible for any additional soil or geotechnical information required. The CONTRACTOR shall be responsible for properly designed excavation safety systems to be utilized for any type of subsurface condition found on this Project. The furnishing of soil information by the OWNER in no way relieves the CONTRACTOR of this obligation.

If no core borings or soil data are furnished by the OWNER, it shall be the CONTRACTOR's responsibility to obtain whatever geotechnical information required for preparation of the excavation safety systems.

(3) Submittal Data.

The following information shall be included in the CONTRACTOR's safety plan:

- (a) A site-specific excavation safety plan prepared, sealed and signed by a Professional Engineer registered in the State of Texas. Such a plan shall cover how the CONTRACTOR intends to implement the trench safety plan in the field.
- (b) A signed certification from the Excavation Safety Design Engineer declaring that their plan has been prepared in accordance with current OSHA Regulations and State of Texas Excavation Safety Laws.
- (c) A signed statement from the CONTRACTOR declaring that they accept and will follow the submitted safety plan.
- (d) A signed statement from the CONTRACTOR acknowledging they are totally responsible for the safety of all persons involved in the construction of this Project.
- (e) A waiver of claims for delay and/or time related to trench safety.

(4) Inspections.

In addition to the inspections of the excavation safety systems required of the CONTRACTOR by OSHA Regulations, the OWNER may further inspect the Work. The OWNER shall have the right to reject any safety systems which it finds to be inadequate, and the CONTRACTOR shall immediately improve the system to comply with this specification.

(5) Measurement and Payment.

Measurement and Payment of Excavation Safety System installed shall be based on a linear foot amount as provided in the Proposal and Bid Schedule for Furnishing and Installing Excavation Safety Systems. The payment shall be full compensation for all planning, materials, equipment, fabrications, installation, recovery and all incidental work required. All excavation and backfill in addition to that specified elsewhere in these Specifications shall be considered subsidiary to this bid item.

Measurement and Payment of Excavation Safety System Design shall be based on a lump sum amount as shown in the Proposal and Bid Schedule. The payment shall be full compensation for boring, testing, design and preparation of a Site-Specific Excavation Safety Plan.

#### SC.41 IRRIGATION REPAIR

The CONTRACTOR is responsible for the repair or replacement of any existing irrigation system including sprinkler heads, control valves, conduit, drip lines, etc. that are removed or damaged during the construction of the Project. All repairs shall be performed by certified irrigation personnel provided by the CONTRACTOR. Any such existing irrigation system which is removed or damaged shall be put back to better or previous condition. No separate pay item shall be made for this work, as any such repair

is subsidiary to the unit prices bid on this Project unless there is a specific item for irrigation repair in the Project bid schedule.

Prior to beginning work, CONTRACTOR shall contact local property owner to determine location and functionality of any existing irrigation systems within the project limits. CONTRACTOR shall document findings to provide to CITY and for use when making repairs. CONTRACTOR shall coordinate with local property owner to cap existing irrigation systems within project limits so that those portions of the system outside of project limits shall remain functional. Any existing irrigation system damaged during the course of the Project shall be repaired by the CONTRACTOR within 10 days of notification of damage. If the irrigation system is not repaired within the specified time frame, the local property owner may repair the damage themselves and the CONTRACTOR shall be responsible for paying the local property owner's cost of repairs. Before the project is complete, CONTRACTOR shall ensure that all functional existing irrigation systems affected by the project are in working order. CONTRACTOR shall provide written confirmation from local property owners that irrigation systems are working in the form provided and required by the CITY. Irrigation repairs shall be subject to the maintenance bond and covered by the CONTRACTOR. Payment by the CITY, if applicable, for irrigation repairs are only eligible for payment upon written confirmation from the property owner confirming repairs have been made and are in working order.

#### SC.42 DAMAGES TO CITY PROPERTY

If the CONTRACTOR damages any City property, i.e., water mains, they will be assessed applicable charges. All charges will be deducted from the CONTRACTOR's monthly estimate per NCTCOG Specifications Item 109.4 and SC.33 CLAIMS FOR DAMAGES OR INJURY.

#### SC.43 HAZARDOUS MATERIAL(S) INCIDENT

If any acts of the CONTRACTOR or its agents or employees cause City forces to respond to a hazardous materials incident, the CONTRACTOR will be assessed for the expenses incurred. All charges will be deducted from the CONTRACTOR's monthly estimate per NCTCOG Specifications Item 109.4 and SC.33 CLAIMS FOR DAMAGES OR INJURY.

#### SC.44 EXISTING FACILITIES

The CONTRACTOR is responsible for contacting all private and public utilities for determining the location of existing facilities and compliance with the State of Texas' "call before you dig" program mandated by Texas Utility Code Chapter 251 prior to any digging or excavation.

#### SC.45 PROJECT VIDEO AND PROJECT INFORMATION SIGNS

Prior to start of construction, CONTRACTOR shall video the construction area and property adjacent to construction. The CONTRACTOR shall furnish the City a copy of the video that has been transferred into DVD format prior to mobilization. The creation of this video shall be subsidiary to the Project. This video will serve as evidence for any claims for damages to public or private property during construction. The CONTRACTOR shall be liable for any damages to public or private property in the work area where proper evidence of existing conditions was not properly documented prior to mobilization.

Prior to start of construction, CONTRACTOR shall install project information signs along the principal boundary limits of the project or as indicated in the Plans. CONTRACTOR shall manufacture the project information signs in accordance with the detail(s) contained in the Contract Documents. The bid item for the project information signs shall include installation, maintenance, and removal.

#### SC.46 STREET CLEANUP AND DUST CONTROL

CONTRACTOR shall be responsible for keeping streets adjacent to the Project free of mud and construction debris at all times or as requested by the City. The CONTRACTOR shall not use a power broom type device on streets outside the construction improvements. The CONTRACTOR shall utilize a mechanical or air generated pickup broom with water application.

Dust and other airborne particulates caused by construction shall be minimized and controlled through routine street cleanup, vegetation, water spraying, and/or other approved processes. In no event shall the CONTRACTOR expose the public to hazardous particulate matter per TCEQ, EPA, and OSHA requirements.

#### SC.47 SEWER PIPE AND WATER MAIN STANDARDS AND SEPARATION

All potable (drinking) water lines and wastewater (sanitary sewer) lines shall be constructed in accordance with the Texas Commission on Environmental Quality Chapter 290 – Public Drinking Water, Subchapter D: Rules and Regulations for Public Water Systems, §§ 290.38 – 290.47 and Chapter 217 – Design Criteria for Domestic Wastewater Systems, Subchapter C: Conventional Collection Systems, §§ 217.51 – 217.70, respectively, as amended. Sanitary sewers or service laterals that are laid in the vicinity of pipelines designated to carry potable water shall meet the TCEQ requirements.

Crossings - Sewers and Water Mains. Normal Conditions - A vertical separation of at least 24 inches shall be maintained between any potable water supply and sanitary sewers. Additional requirements for utility crossing are indicated in the General Notes of the Contract Drawings.

If these minimum clearances cannot be maintained, the water main shall be relocated.

#### SC.48 UTILITY SUPPORT(S)

Unless otherwise included in the Project plans and specifications, all costs associated with existing utility support(s) (public and private) shall be considered subsidiary to the other bid items.

#### SC.49 BACKFILL

Backfill trenches as specified in the plans and specifications, Standard Construction Details by the City of McKinney, and NCTCOG Specifications. The top 12 inches of backfill material shall be select fill, where the pavement or sidewalk is to be constructed. PVC pipe shall be Class 4 (NCTCOG Class "B-2" with granular material) and RCP shall be Class 2 (NCTCOG Class "B-2" with select material).

#### SC.50 REMOVAL AND REPLACEMENT OF EXISTING FENCES

1. Coordinate with the private property owners and the City prior to removal of existing fences.
2. Existing fences, which require removal because of construction activity, shall be removed, disposed of off-site and replaced to the satisfaction of the City and the private property owner. There shall not be a separate pay item for removal and replacement of existing fences for the proposed construction, except as noted on the Plans and in the Bid Schedule.

#### SC.51 RESTORATION

1. Restore the Project site to conditions not less than that existing prior to starting construction unless otherwise required by these Specifications, Permits and/or Licenses, or shown on the Plans.
  - a. Coordinate surface restoration work with the affected private property owners and the OWNER.
  - b. Private property over which the OWNER has prior rights (i.e., utility easement, sewer easement) and / or has obtained rights-of-way, agreements, licenses and/or agreements from the property owner to allow construction shall be restored in conformance with the Contract Documents.
  - c. Restore Public property with strict adherence to the requirements of the public body having jurisdiction therein.

- d. No restoration shall occur until testing is completed and accepted by the OWNER's Representative.
  - e. Complete final surface restoration within three (3) weeks of the end of construction or as directed by the OWNER's Representative.
2. Reference Standards. Surface restoration including pavement, driveways, sidewalks, curb and gutters, seeding, and sodding shall be in accordance with the NCTCOG Specifications.
  3. All grass areas damaged or disturbed by construction activity shall be replaced with block sod unless otherwise authorized by OWNER's Representative. See *also*, SC.39 GRASS REPAIR.
  4. The contract lump sum unit price for seeding and/or sodding includes furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work.

#### SC.52 RESTORATION OF PAVEMENT SURFACES

1. General.
  - a. Restore (unless otherwise specified or directed by the OWNER's Representative in writing) permanent type pavements, alley pavement, sidewalks, driveways, curbs, gutters, and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal in appearance and quality to the condition that existed before the work began. The surface of all improvements shall match the appearance of the existing surface. The asphalt pavement shall be replaced with concrete pavement as per the Standard Construction Details by the City of McKinney.
  - b. Pour concrete only after inspection by the OWNER's Representative at the pouring site to verify proper forms and reinforcement. Reinforcement shall be equal in quantity and type of materials to reinforcement that existed prior to the work, or as indicated on the Plans or Specifications.
  - c. Saw-cut existing pavement, sidewalks, curbs, and gutters unless otherwise noted on the Drawings to provide a straight joint between the existing and new surface. Saw cutting shall be full depth and square or rectangular in shape.
  - d. Cure and protect all exposed concrete installed under this Contract in accordance with the referenced standard.
  - e. Remove entire sidewalk squares. Removal of partial squares will not be allowed.
2. Concrete Sidewalks.

- a. Concrete sidewalks shall be in accordance with the Standard Construction Details by the City of McKinney. Existing sidewalks wider than four (4) feet shall be replaced to their original widths unless shown otherwise in the plans.
  - b. Saw-cut existing sidewalks at construction joints. Existing sidewalk squares damaged during construction activities shall be replaced.
3. Concrete Curb and Gutter.
- a. Curb and gutter dimensions and cross sections shall conform to existing installations.
  - b. Place one-half inch preformed bituminous expansion joint at junctions with existing work and at intervals not exceeding fifty (50) feet, or as directed by the OWNER's Representative.
  - c. Saw-cut control joints at intervals not exceeding twenty (20) feet and at junctions with existing transverse cracks in the pavement, or as directed by the OWNER's Representative.
4. Concrete Pavement and Driveways. Remove and replace concrete pavement and driveways for the construction.
5. Measurement and Payment.

a. Pavement Surfaces.

Pavement, sidewalk, driveway, and curb removal and replacement shall be paid for at the Contract unit price for the applicable item as indicated in the Bid Schedule.

Payment will only be made for the maximum allowable surface restoration width as shown on drawings and indicated below:

- (1) Pipe diameter less than 24" - Minimum allowable surface restoration width = Outside Diameter ("O.D.") of pipe + 3'-4". Maximum allowable surface restoration width for deep excavations requiring Trench Safety provisions = O.D. of pipe + 4'-4".
- (2) Pipe diameter larger than 24" - Minimum allowable surface restoration width = O.D. of pipe + 4'-0". Maximum allowable surface restoration width for deep excavations requiring Trench Safety provisions = O.D. of pipe + 5'-0".

Measurement will be made along the centerline of the pipe and the appropriate allowable surface restoration width will be applied. If the width of restoration is less than the normal allowable surface restoration width, then payment will still be based on the normal allowable restoration width.

If a sidewalk is parallel to a main, and a portion of it falls within the maximum allowable restoration width, then the entire width of the sidewalk will be measured for payment. Variable depth curb length shall be measured from the beginning of the curb to the full depth of the curb. There will not be a separate pay item for variable depth curb, but the cost of such work shall be included in the standard curb.

- b. Payment for all other surface restoration shall be considered a subsidiary obligation of the CONTRACTOR and shall be included in the Bid Price for the item affected thereby.
- c. Removal and replacement of sidewalk and curb, and saw cutting of existing pavement, sidewalk and curb for installation of service laterals will not be paid separately. The Contract unit price for installation of service laterals shall include the above removal and replacement.

### SC.53 EROSION CONTROL

It shall be the full responsibility of the CONTRACTOR to acquire and comply with any and all permits as may be required to avoid delay of the Project. No separate payment will be made for this item, and it will be considered subsidiary to the other items bid.

Every soil disturbing activity shall have at minimum an accompanying Erosion Control Plan ("ECP"). Those activities disturbing one or more acres shall require preparation of a Storm Water Pollution Prevention Plan ("SWP3").

As necessary, the CONTRACTOR shall prepare and provide a SWP3 prior to construction. The cost to the CONTRACTOR for the preparation of the SWP3 shall be included in the unit price bid for Temporary Erosion, Sediment and Water Pollution Control and SWP3. The SWP3 shall be prepared in accordance with the Texas Commission on Environmental Quality ("TCEQ") Construction General Permit TXR150000 and shall also comply with Federal storm water management regulations. The plan shall employ measures to prevent erosion and siltation caused by, or arising out of the construction disturbance from reaching streambeds, channels, storm water structures, ponds, etc. The plan shall follow the City's "Erosion and Sediment Control Manual" and employ recommendations of the "iSWM™ Design Manual for Construction" published by NCTCOG. In the event of a conflict between these manuals and Federal and State pollution control laws, rules, and regulations or other Federal, State or Local agency laws, rules, and regulations, the more restrictive shall apply. The release of the plan for construction by the City in no way relieves the CONTRACTOR of any responsibility and liability for the pollution control.

Erosion control measures to be incorporated in the ECP and/or SWP3 are detailed in the construction Plans and are included in this Contract as separate pay items. The bid items for the temporary erosion control items include the installation, maintenance (throughout the Project duration) and removal of these items.

For activities disturbing one or more acres, the appropriate Construction Site Notice (“CSN”) shall be completed and posted prior to commencement of activities. For activities disturbing five or more acres, it is required that a Notice of Intent (“NOI”) be prepared and submitted to TCEQ prior to commencement of activities. A copy of the NOI and/or appropriate CSN shall be provided to the City prior to issuance of a grading permit. The ECP shall be provided to City’s Erosion Control Officer prior to grading.

The appropriate CSN shall be posted in a location viewable to the public. If the activity requires NOI submittal, the Letter of Acknowledgement (upon receipt) shall be posted with the CSN. These shall remain posted until construction is complete and Notice of Termination (“NOT”) submitted. The SWP3 shall be readily available for review by Federal, State, or local officials.

No soil disturbing activities will occur until the following have been implemented:

- (a) SWP3 (if appropriate) is signed by both the CONTRACTOR and OWNER
- (b) OWNER submits NOI to the State (if appropriate)
- (c) CONTRACTOR submits NOI to the State (if appropriate)
- (d) CSN/Letter of Acknowledgement (as appropriate) posted on site and viewable to the public
- (e) SWP3, ECP, and associated Best Management Practices (“BMPs”) being fully implemented and inspected by McKinney’s Erosion Control Officer

When the above items have been approved the City’s Erosion Control Officer the OWNER will issue the second Notice to Proceed.

The CONTRACTOR shall comply with the City’s Storm Water Ordinance, McKinney’s Erosion and Sediment Control Manual, McKinney’s General Notes, NCTCOG’s iSWM™ Design Manual for Construction, the TPDES General Construction Permit TXR150000 and any other State and/or Local regulations.

The site shall be reviewed by the CONTRACTOR or their representative weekly, and after any major storm. Adjustments/repairs to the erosion control measures will then be made as needed and inspected and approved by City’s Erosion Control Officer. Any changes to the ECP must be incorporated into the SWP3 as appropriate. Changes to the SWP3 shall include date of change and reason for modification.

Final acceptance of a site shall be contingent upon vegetation being established per the TPDES General Construction Permit TXR150000, and a proper NOT submitted to the State. A copy of the NOT shall be provided to the City. Until such final acceptance of the erosion control has been determined, the City shall withhold half of the retainage as described in the Progress Payments and Retainage section of the Contract Documents.

CONTRACTOR shall comply with all applicable TCEQ MS4 Permit requirements.

#### SC.54 PROJECT STABILIZATION

All disturbed areas must be stabilized in accordance with the Contract Documents prior to final acceptance of the project. Disturbed areas not identified for stabilization shall be stabilized by the CONTRACTOR at CONTRACTOR'S expense. Measurement for all stabilization shall be by contract unit bid price listed in the bid form and include all materials, labor, supervision and appurtenances to furnish and install, complete and in place: fine grading; fertilizer; cool season temporary seeding, if necessary; permanent seed or sod; watering; maintenance; and reseeding or resodding, if necessary, until growth standards are met and the project is final accepted by the OWNER. Cool season temporary seeding mixtures must be approved by OWNER prior to installation. The growing season for installing cool season temporary seeding shall be from September 15<sup>th</sup> to April 15<sup>th</sup>.

CONTRACTOR shall submit a watering plan to the OWNER for approval prior to installing seeding or sod. The watering plan shall include, but is not limited to, identification of the source of water and proposed method of watering.

Unless otherwise specified, a minimum of four inches (4") of topsoil shall be required for all disturbed areas prior to installation of seed or sod. Topsoil shall be stripped, stockpiled and replanted on the project site. Additional topsoil, if required, shall be from a source approved by the OWNER. Topsoil shall be fertile and shall be free from objectionable material as determined by the OWNER. Topsoil shall be placed to line and grade as required by the Contract Documents. Before placing topsoil, cultivate area to the specified topsoil thickness depth. Spread the topsoil to a uniform loose cover at the thickness specified. Water and roll topsoil with a light roller or other suitable equipment. Payment for topsoil shall include all necessary labor and supervision to stockpile topsoil, cleaning as necessary; finish grading, watering, rolling and appurtenances. Stripping of topsoil, over excavation to place topsoil, and replacing of topsoil shall not be measured separately for payment but shall be considered incidental to excavation and embankment items. CONTRACTOR shall install appropriate erosion control measures for stockpiled material.

#### SC.55 CONSTRUCTION STAGING AREAS

If temporary staging area(s) are required, the CONTRACTOR must submit for approval to the OWNER the following:

1. Proposed staging area location(s) including map
2. Expected use of staging area
3. Proposed staging area screening and protection
4. Expected duration of staging area use
5. A statement acknowledging restoration of staging area to existing conditions upon completion of use

If the proposed staging area is located within 100 feet of an existing residential property or business and/or within 50 feet of a designated pedestrian walkway, the CONTRACTOR shall provide approved fencing, fence screening material, and a secured gate. The cost of these items by the CONTRACTOR shall be considered subsidiary to the Project unless provided otherwise in the plans and/or bid schedule.

Should temporary staging area(s) be placed on private property, the CONTRACTOR shall submit a copy of all executed agreements to the City prior to use. **In no event shall the contractor utilize public or private property for construction purposes without prior consent.**

#### SC.56 REMOVAL AND REPLACEMENT OF STREET AND DRIVEWAY PAVING

1. Removal and replacement of street and driveway paving shall be in accordance with the Plans, NCTCOG Specifications, Standard Construction Details by City of McKinney, and Special Conditions specified herein.
2. Existing street and driveway pavement and curbs shall be removed as shown on the drawings. Existing pavement and curbs shall be saw cut where a portion of the existing pavement and curb is to remain. Saw cuts shall be for the full depth of pavement and curb. The removed concrete shall be disposed of off-site.
3. Existing asphalt pavement shall be removed separately from the base material, stored and disposed of in accordance with the current federal regulations.
4. The subgrade for street and driveway pavement shall be prepared by excavating and filling the area as required, to bring the grade to the elevations as shown on the Drawings.
5. A 6" thick subgrade under the pavement shall be lime stabilized with at least 31.5 lbs. per sq. yd. hydrated lime (or with an amount shown to be adequate by a lime-series test) compacted to at least ninety-five percent (95%) of the maximum dry density as determined by ASTM D698. The moisture content shall be within minus 2 to plus 3 percent of optimum moisture content.
6. The subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade, until the pavement is placed.
7. Reinforcement shall be placed as shown in the Standard Construction Details.
8. Concrete for street paving shall have a minimum thickness as indicated in the Plans and 4,000 psi compressive strength at twenty-eight (28) days. The minimum thickness of driveway paving shall be 6" and the compressive strength of concrete shall be 4,000 psi at twenty-eight (28) days.

9. Concrete may be poured only after inspection by the OWNER's Representative at the pouring site to verify proper forms and reinforcement.
10. Cure and protect all exposed concrete installed under this Contract in accordance with the referenced standard.
11. Saw cut joints shall be placed every 15 feet or in accordance with the Plan details.
12. Unless otherwise specified, a minimum of four inches (4") of topsoil shall be placed in the street parkway (area between right-of-way and edge of pavement) and all the other disturbed areas. Sod shall be installed along the street parkways and all the disturbed areas.
13. Removal of street and driveway paving will be measured and paid at the Contract unit price per square yard of pavement removed. Removal of curb, street and driveway paving includes removal and disposal of concrete off site. Saw cut of pavement and curb will be measured separately and paid at the Contract unit price per linear foot of saw cut. The lime treatment of subgrade and lime will be measured and paid separately. The construction of new concrete pavement and driveways will be measured and paid separately at the Contract unit price. The Contract unit price includes compensation for furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the Work, preparation of right-of-way, excavation, borrow, fill, compaction, disposal of excess material, paving, joints, topsoil, and seeding or sod complete in place. The construction of new curb will be measured separately and paid at the Contract unit price per linear foot of curb installed.

#### SC.57 JACKING, BORING OR TUNNELING

NCTCOG Specifications Item 503.3.3.2, is hereby amended by deleting the third sentence of the sixth paragraph which reads:

Lateral or vertical variation in the final position of the pipe from the line and grade established by the OWNER shall be permitted only to the extent of 1-in. per 10-ft. (25 mm per 3m), provided that such variation shall be regular and only in one direction and that the final grade of the flow line shall be in the direction indicated on the Plans;

and inserting the following sentence in place of the above-deleted sentence:

No vertical or lateral variation of slopes and grades shown in the Plans will be allowed for installation of pipe.

#### SC.58 CONTRACT DOCUMENTS

Contract Documents shall consist of the following:

1. this Construction Agreement;
2. properly authorized change orders;
3. any listed and numbered addenda;
4. the Special Conditions;
5. Technical Specifications & Construction Drawings;
6. the Owner's Standard Construction Details;
7. the Fifth Edition (2017) of the *Public Works Construction Standards - North Central Texas* as amended and published by the North Central Texas Council of Governments, as amended by the OWNER (collectively, the "NCTCOG Specifications");
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the CONTRACTOR's Bid Proposal;
10. the Performance, Payment, and Maintenance Bonds; and
11. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Special Condition as if set out here in their entirety. The Contract Documents are intended to be complementary, what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

## SC.59 LINES AND GRADES

Construction stakes shall be provided by the CONTRACTOR per NCTCOG Specifications Item 105.4 with the following additional requirements:

The CONTRACTOR will match existing grades and cross slopes on road paving, and match storm sewer soffit / flow lines as appropriate. The CONTRACTOR will provide their own surveying control as they may require for proper grade control.

Delete NCTCOG Specifications Item 504.4.6 in its entirety save and except the following statement: "The full responsibility for holding to alignment and grade shall rest upon the CONTRACTOR."

## SC.60 RESERVED

## SC.61 SERVICE LATERALS

1. CONTRACTOR shall be responsible for locating service connections prior to construction (No Separate Pay Item).
2. CONTRACTOR shall verify by testing all service connections to determine if they are active or inactive. Only active services shall be connected to the new sanitary sewer system. Inactive services shall be plugged with grout. The CONTRACTOR shall be responsible for any liability associated with the accidental plugging of active services. All active laterals shall be removed from the existing sewer line to the private property line. Replace existing laterals with new laterals of same size from the new sewer main to the private property line. In no case shall the size of service lateral be smaller than 4 inches in diameter.
3. Install wyes at an angle of no more than forty-five degrees (45°) or less with springline.
4. Install service laterals with a straight alignment and at a uniform grade not less than one percent (1%) unless otherwise specified. Embedment and service lateral connection shall be as per Standard Details of City of McKinney.
5. All service laterals crossing concrete pavement shall be installed by a method other than open-cut (jacking, boring, or tunneling). However, installation by missile boring or pneumatic mole shall not be permitted within the public right-of-way. The CONTRACTOR may, at their option, install the laterals by open cut. However, they must provide an additional two (2) year maintenance bond in the amount of 100% of the cost of the lateral and pavement.

6. Maintain an accurate record of location and size of all active service laterals. The active service lateral information shall be included in the CONTRACTOR's mark-up set of plans for use in record drawing preparation ("as-builts").
7. Unless otherwise indicated on the drawings, service laterals installed by open-cut method shall be measured at the Contract unit price per each, complete in place. The Contract unit price shall be the total compensation for furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the Work, including excavation, concrete encasement, disposal of excess material, backfill, embedment, saw cut, removal and replacement of curb, sidewalks, sod, all in accordance with the Plans and Specifications. Furnishing and installation of Y connections shall be included in the Contract unit price of service laterals. Removal and replacement of pavement will not be measured and paid separately for installation of service laterals. Unless stated in the Project plans and specifications, no payment shall be made for service laterals installed, replaced, or modified on private property.

#### SC.62 PUBLIC UTILITY ABANDONMENT REMOVAL AND BYPASS PUMPING

1. Prior to plugging of abandoned utility mains, the CONTRACTOR shall verify that no existing services will be affected.
2. Physically remove sanitary sewer pipe outside of the manhole for a minimum distance of one (1) foot.
3. Fill pipe to be abandoned for the limits shown on the plans with approved non-shrink grout.
4. Saw cut, removal and replacement of concrete paving for plugging of existing sanitary sewer line shall be considered subsidiary to other bid items.
5. If the existing sanitary sewer line is to be abandoned, and the new line conflicts with the existing line, then remove the existing line where there is less than 1-foot of clearance between the lines.
6. The pipe plugging and removal of abandoned utility mains shall be considered subsidiary to the other bid items unless otherwise provided in the Project bid schedule.
7. Wastewater Bypass Pumping
  - a. Perform bypass pumping for flow control. No bypassed wastewater shall be discharged into a natural or manmade drainage structure.
  - b. There shall not be a separate pay item for bypass pumping unless otherwise provided in the Project bid schedule.

### SC.63 SANITARY SEWER LINE CONNECTION

1. Make existing and/or new sewer line connections to existing and/or new manholes as indicated on the Drawings.
2. Perform by-pass pumping for flow control when connecting to existing sewer line or manhole.
3. There shall not be a separate pay item for connection of new sewer line to existing or new manholes and connection to existing sewer line. New sewer line connections to existing or new manholes and to the existing sewer lines shall be considered subsidiary to other bid items.

### SC.64 STEEL ENCASEMENT PIPE

1. Steel encasement pipe shall conform to AWWA C-200. The pipe shall be fabricated in accordance with ASTM A-570 from steel plates having minimum yield strength of 36,000 psi. Encasement pipe shall have a minimum of 1/2" wall thickness.
2. Steel encasement pipe shall be painted inside and outside with two coats of TNEMEC, HB Tnemecol, Series 46-465 Coal Tar, or City approved equivalent prior to delivery to the job site. Minimum coating inside and outside shall be 12-mils dry film thickness (DFT) per each coat.
3. Encasement pipe shall be field welded in accordance with AWWA C-206. Welded joints shall be wire brushed and painted with one coat of TNEMEC, Omnithane Series 530, 2.5-mils dry film thickness (DFT) or City approved equivalent.

### SC.65 SANITARY SEWER LINE AND MANHOLE TESTING

Each completed sanitary sewer line section shall be tested, prior to the final acceptance of completed section. The following tests shall be performed in accordance with the Texas Commission on Environmental Quality Chapter 217, and published in Texas Register (Volume 25, Number 42, November, 2003).

1. Low pressure air test for all Sanitary Sewer Line included in this Contract.
2. Deflection testing (Mandrel Test) after the final backfill has been in place at least 30 days.
  - a. The mandrel shall have an outside diameter (O.D.) equal to 95% of the inside diameter (I.D.) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thicknesses for O.D. controlled pipe and the average inside diameter for I.D. controlled pipe, all dimensions

shall be per appropriate standard. Statistical or other "tolerance packages" shall not be considered in mandrel sizing.

- b. The mandrel shall be constructed of a metal or a rigid plastic material that can withstand 200 psi without being deformed. The mandrel shall have nine or more "runners" or "legs" as long as the total number of legs is an odd number. The barrel section of the mandrel shall have a length of at least 75% of the inside diameter of the pipe. A proving ring shall be provided and used for each size mandrel in use.
  - c. Adjustable or flexible mandrels are prohibited. A television inspection is not a substitute for the deflection test. A deflectometer may be approved for use on a case-by-case basis. Mandrels with removable legs or runners may be accepted on a case-by-case basis.
3. Acceptance Testing: After the completion of the manhole, the manholes shall be visually inspected by the Engineer and the OWNER before final acceptance. In addition, the CONTRACTOR shall perform low pressure vacuum air testing on each manhole. Each manhole shall be tested separately and independently of the sanitary sewer lines. All sanitary sewer lines coming into the manhole shall be sealed with an internal pipe plug. The method of testing shall be by means of creating an air vacuum within the manhole, whereby, a 10" Hg. (mercury) vacuum will be developed. The air vacuum shall then be monitored once it has reached 10" Hg. for a test period of two (2) minutes. The allowance drop in air vacuum shall be no greater than 1" Hg. during the two-minute test period.

The air vacuum testing procedures for the manholes shall be according to the recommendations of Cheme Industries, Inc., (Air-Loc Vacuum Manhole Tester), or such other manufacturers/suppliers that would have acceptable equipment designed specifically for air vacuum testing of manholes.

The CONTRACTOR shall provide the OWNER with certified documentation that the test procedures were conducted as recommended by the equipment manufacturers and the test results were actual numbers recorded in the field. The CONTRACTOR shall record and certify to the following information:

- a. Date and time of testing;
- b. Name of CONTRACTOR's representative performing the tests;
- c. Equipment used and calibration procedures;
- d. Manhole location(s);
- e. Air-vacuum maximum (Hg.);
- f. Test period;
- g. Drop of air vacuum within the test period; and

- h. Other observers at the testing site.

SC.66 WATER PIPE

All water line fittings shall be polywrapped ductile iron. All valves shall be AWWA approved resilient wedge gate valves. Minimum cover shall be as follows for water main installations in public right-of-way or unimproved areas without permanent paving surfaces such as asphalt streets without permanent base, gravel or unimproved streets, or streets without curb and gutters:

Pipe Size	Minimum Depth of Cover to Top of Pipe
6" through 12"	5'
16" and larger	6'

For water main installations in proposed or existing permanent pavement (such as improved streets with curb and gutter) the following guidelines shall apply:

Pipe Size	Minimum Depth of Cover to Top of Pipe
6" through 8"	4'
12" through 16"	5'
20" and larger	6'

Additional depth of cover may be required for low lying areas where drainage improvements are anticipated.

SC.67 FIRE HYDRANTS

Fire hydrants shall be three-way breakaway types no less than 5-1/4 inches in size and must conform to AWWA specifications C-502. They shall be Mueller "Super Centurion" or American Flow Control "Waterous Pacer" with all bronze to bronze moving parts. Two 2-1/2-inch NST hose connections are required. The 4-inch steamer connection shall be 4.800 pitch diameter with 4 threads per inch. The operating nut shall be 1-1/2 – inch P to F pentagon nut, open left. Mechanical joint connection is required.

Bolts and nuts for mechanical joints will be of a high-strength low-alloy corrosion resistant steel conforming to A.I.S.M. A325 (type 3).

Fire hydrants shall be painted at the factory according to the City of McKinney Standard Details (Tnemec Series 2H-11SF Chrome Aluminum for the barrel and Tnemec Series 43-36 Safety Blue for the bonnet and nozzles).

Fire hydrants will be placed 2 feet to 3 feet from back of curb unless otherwise indicated on the Plans, or as required to clear sidewalks.

A Blue Stimsonite, Fire –Lite reflector (or approved equal) shall be placed in the center of the street opposite each fire hydrant.

#### SC.68 WATER VALVES

1. Valves 2” through 12” shall be Resilient Seated Gate Valves and must conform to AWWA Standard C-509. They shall be Mueller, American Flow Control, Clow and M&H.
2. Valves over 12” shall be butterfly valves and must conform to AWWA Standard C-504. They shall be Mueller, American Flow Control, Clow and M&H.
3. Install 2’ x 2’ x 4” thick, concrete block around all water valves outside of concrete pavement.
4. Valve extensions shall be provided on all valves with operating nuts greater than 5’ below finished ground or paving grade.

#### SC.69 WATER SERVICE CONNECTIONS

All water services shall be located in the center of the lot, unless replacing an existing service then the new service shall be located in the same area as existing service.

All water services shall be 1-inch minimum DR-9 (250 psi) HDPE poly pipe with PE4710 as specified in ASTM F714, 1-inch minimum compression fitting angle stop, and meter box. Angle stops will be located within the meter box and facing toward the lot per City of McKinney Construction Details.

Each meter box will be located adjacent to the curb and installed after street pavement has been completed and curbs backfilled. Meter boxes shall be DFW Plastics 1818TEX-EJ-1SAF-MCK or equal, lids shall be DFW Plastics 18AMR-1SAF-LID. A 2” minimum metal locator plate shall be placed in the recess of the meter boxes.

#### SC.70 INCREASED OR DECREASED QUANTITIES OF WORK

NCTCOG Specifications Item 104.2.1 is hereby amended by deleting the fourth and fifth paragraphs of said Item and replacing such paragraphs with new paragraphs to read as follows:

Any revised consideration for increased quantities of work shall be paid for as is hereinafter provided under Item 109.3. “Payment for Extra Work.” The foregoing

notwithstanding, the total original Contract amount shall not be increased by more than 25 percent for increased quantities of work.

The CONTRACTOR by submission of a Bid Proposal and the execution of the Contract is deemed to consent to the OWNER's right to reduce the total original Contract amount by up to 25 percent. However, when the quantity of work to be done or of materials to be furnished under any major item of the Contract is less than 75 percent of the quantity stated in the Contract and the reduction in the major item of the Contract results in the total original Contract amount being reduced by more than 25 percent, then either party to the Contract, upon demand, may negotiate for revised consideration on the work performed for such major item of the Contract. Any increase in compensation related to a greater than 25 percent decrease in the performance of any major item of the Contract shall be limited to the lesser of (a) the original bid for the major item of the Contract or (b) that amount necessary to restore the value of the Contract to an amount equal to 75 percent of the total original Contract amount. In no event shall the CONTRACTOR be entitled to such compensation for decreased work or materials if the CONTRACTOR is then in default or the Contract has been terminated.

When a major item of the Contract is reduced to less than 75% of the original quantity and an adjusted unit price cannot be agreed upon the revised unit price for such major item of work shall be determined by multiplying the contract unit price by one of the following factors depending on the percentage of reduction in that item:

Multiplier	Percentage of Original Quantity
1.05	≥ 50% and < 75%;
1.15	≥ 25% and < 50%;
1.25	< 25%.

#### SC.71 AUTHORITY OF THE ENGINEER

NCTCOG Specifications Item 105.7.1 is hereby amended by deleting and replacing the last sentence of said Item with a new sentence to read as follows:

Engineer's estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due under the Contract.

#### SC.72 WATER FOR CONSTRUCTION

**ALL water for construction of the project shall be paid for by the CONTRACTOR.** This shall include but not be limited to water for vegetative establishment, subgrade preparation, flushing of water lines, earthwork operations, watering of reinforcement / forms, and any other use to complete the work. In accordance with this special condition, NCTCOG Specifications Item 504.4.2.1 is hereby amended by deleting the third sentence.

**SC.73 INDEMNIFICATION**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF MCKINNEY (OWNER) TOGETHER WITH ITS MAYOR AND CITY COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT CITY OF MCKINNEY (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY OF MCKINNEY (OWNER) TOGETHER WITH ITS MAYOR AND CITY COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MCKINNEY (OWNER), ITS MAYOR AND CITY COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF MCKINNEY (OWNER) FROM THE CONSEQUENCES OF CITY OF MCKINNEY'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.**

**IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR**

**WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED 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 SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

#### SC.74 SPECIAL PROVISIONS

Note: The specification references shown in the Proposal are for either the City of McKinney (City) applicable Special Conditions (SC), the current edition of North Central Texas Council of Governments (NCTOG) Standard Specifications for Public Works Construction, or the current edition of Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. The changes to the various item sections and/or standard specification language, such as materials, construction, measurement and payment of those items will be noted in the plans and in the pay item descriptions below. In the event of a contradiction or conflict, the information in these Contract Documents shall control.

#### **BASIS OF PAYMENT**

- A. The "Bid Price" for each and every item as set forth in the Bid Proposal shall include, unless otherwise specified, the furnishing of all labor, tools, material, machinery, appliances, plant and equipment, and appurtenances to and necessary for the construction and completion in a first class, workmanlike manner of all Work as

herein specified in strict accordance with the Contract Documents, Construction Drawings or Plans, and Technical Specifications.

- B. The "Bid Price" shall also include any and all kinds, amount or class of excavation, backfilling, pumping or drainage, sheeting, and shoring and bracing; disposal of any and all surplus materials; permanent protection of all overhead, surface or underground structures; removal and replacement of any poles, conduits, pipelines, fences, appurtenances and connections; cleaning up; overhead expense; bond; public liability and compensation for property damage insurance; patent fees and royalties; risk due to the elements; and profits, unless otherwise specified.
- C. The "Bid Price" shall also include all other incidentals not specifically mentioned above that may be required to fully construct each and every item complete in place in accordance with the true intent and meaning of the Contract Documents, Technical Specifications and the accompanying Construction Drawings or Plans.
- D. The "Bid Price" for unit price items shall not be divided into sub-items. Unit price bid items shall be paid at the unit price bid, as described for the specific items in question, when the work is complete as specified.
- E. The "Bid Price" for lump sum bid items may be divided into sub-items for partial payment, provided that the percentage of work complete for each sub-item may easily be determined by OWNER. Sub-items shall not exceed \$50,000, with the exception of equipment packages and shall be separated into product/material cost and installation cost. Sub-items shall each contain a proportional amount of Contractor's Overhead and Profit.
- F. Payments for all items will be reduced by the amount of the retainage per the Special Conditions.
- G. Measurement for payment for each and every item set forth in the Bid Proposal shall be based on the actual measured and / or computed length, area, solid contents, number and weight of the bid item, unless otherwise specifically provided.
- H. Contractor shall submit a Schedule of Values within ten (10) days after the Notice of Award. The Schedule of Values shall be available at the pre-construction conference.

## **INTERSECTION CAPACITY IMPROVEMENTS (FY23)**

### **CONTACT LIST**

The Contractor shall submit at the Preconstruction Conference the name and phone number of the Competent Person, as defined by OSHA, the safety representative on the Job Site authorized to sign Field Orders that do not affect changes to the contract bid prices; the Project Supervisor; the Foreman; a 24-hour Contact Phone Number.

### **PAY ITEM DESCRIPTIONS**

As listed in the Proposal, and unless modified by these Special Provisions (SP), construction pay items shall be measured and paid for in accordance with the applicable measurement and payment paragraphs of the current edition of NCTCOG Standard Specifications for Public Works Construction and the current edition of TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

The following descriptions are intended to clarify the nature of the work required for this project. The provisions of the standard technical specifications shall apply, except as noted herein:

Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item.

Refer to Special Condition 25 for the performance and payment of material testing and quality control as required by the City.

### **SP-1: MOBILIZATION**

This bid item will be in accordance with TxDOT Item 500 and as described in this bid item.

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

This bid item will be measured by the LUMP SUM per intersection as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract. The final 5% will be paid upon final project acceptance.

### **SP-2: GENERAL SITE PREPARATION**

This bid item will be in accordance with NCTCOG Item 203 and TxDOT Item 100, and as described in this bid item.

This item will include the removal of any item necessary to construct the project per intersection as shown in the plans or encountered during construction. This item will include, but not be limited to, the removal of bushes, landscaping, irrigation components, fences, and all other items necessary for construction of this project. Any item removed during construction that is not to be reused will become the property of the Contractor and will be disposed of properly, unless otherwise noted in the plans.

The Contractor will place City-approved door hangers on all property owner's doors along the project length one-week in advance of starting the project, and one week prior to each traffic change to keep property owners notified of the changes. Door hangers will be submitted to the City for approval two-weeks prior to their placement.

Horizontal and vertical adjustments to existing features such as, but not limited to, water valves, manhole rings and covers, water meters, fire hydrants, and irrigation

control boxes to meet proposed grade not specifically detailed within the specifications will be included in this item.

Measurement and payment for this item will be the price bid per LUMP SUM per intersection complete in place, including all items mentioned above and all other incidentals necessary to complete the work.

### **SP-3: TRAFFIC CONTROL**

This bid item will be in accordance with SC.27, NCTCOG Item 801, Texas MUTCD, and TxDOT Item 502 and 790, and as described in this bid item.

Measurement and payment for this item will be made on the basis of the price bid per LUMP SUM per intersection complete in place, including signs, barricades, flag men, temporary asphalt, barrels, delineators, steel plating, maintenance of these objects, and other incidentals necessary to complete the work.

### **SP-4: SWPPP (INCLUDING TREE PROTECTION)**

This bid item will be in accordance with SC.53, NCTCOG Items 201 and 202, and TxDOT Item 506, and as described in this bid item.

Contractor will provide all labor, equipment, and materials necessary for the erosion control measures as specified in the approved SWPPP and any additional erosion control devices needed for this project. Payment for this item will be the price bid per LUMP SUM per intersection.

### **SP-5: PROJECT SIGNS**

This bid item will be in accordance with SC.45, City standards, and as described in this bid item.

This item will include preparing and installing a project sign at each end of the project construction site and will be located in such a manner as to not create a traffic hazard.

Measurement and payment for this item will be the price bid per EACH project sign and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

### **SP-6: IRRIGATION**

This bid item will be in accordance with SC.41, NCTCOG Items 201, and TxDOT Item 170, and as described in this bid item.

This item will also include capping of any existing irrigation lines as necessary for construction. At the end of the construction the Contractor will restore the existing irrigation system as it was prior to construction. This will include running any new lines, replacing manifolds, rewiring for irrigation solenoids, and installing sprinkler heads. This item will also include any adjustments to existing sprinkler heads as necessary to match proposed grade.

Measurement and payment for this item will be the price bid per LUMP SUM per intersection complete in place, including all items mentioned above and all other incidentals necessary to complete the work.

**SP-7: SAWCUT, REMOVE & DISPOSE OF EXISTING CONCRETE CURB & GUTTER**

All work will be done in accordance with SC.52, SC.56, City standards, NCTCOG Item 203, TxDOT Item 104, and as described within this bid item.

This item will include sawcut, removal and disposal of existing curb and gutter to a distance of 18 inches as measured from the back of curb. The quantity of removal will differ from the quantity proposed.

Measurement and payment for this item will be the price bid per LINEAR FOOT and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-8: SAWCUT, REMOVE & DISPOSE OF EXISTING CONCRETE PAVEMENT (ALL DEPTHS, ALL TYPES)**

All work will be done in accordance with SC.52, SC.56, City standards, NCTCOG Item 203, TxDOT Item 104, and as described within this bid item.

This item will include sawcut, removal, and disposal of existing concrete pavement, excluding the curb and gutter as described in SP-7. The quantity of removal will differ from the quantity proposed.

Measurement and payment for this item will be the price bid per SQUARE YARD and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

Bid Items included under this SP are:

- a. Sawcut, Remove, & Dispose of Existing Concrete Pavement, Concrete Median Nose, & Concrete Median (All Depths, All Types)
- b. Sawcut, Remove, & Dispose of Existing Concrete Commercial Driveways (All Depths, All Types)

**SP-9: SAWCUT, REMOVE, & DISPOSE OF EXISTING CONCRETE SIDEWALK (ALL DEPTHS, ALL TYPES)**

All work will be done in accordance with SC.52, SC.56, City standards, NCTCOG Item 203, TxDOT Item 104, and as described within this bid item.

This item will include sawcut, removal and disposal of existing sidewalk. The quantity of removal will differ from the quantity proposed.

Measurement and payment for this item will be the price bid per SQUARE YARD and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-10: REMOVE EXISTING PAVERS (ALL DEPTHS, ALL TYPES)**

This bid item will be in accordance with NCTCOG Item 203 and as described in this bid item.

This item will include removal of brick pavers.

Measurement and payment for this item will be the price bid per SQUARE YARD and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-11: REMOVE EXISTING HOA MONUMENT**

This item will include all the labor, equipment, and materials to remove and dispose of the existing Stonebridge Ranch HOA monument located in the median nose at the intersection of Eldorado and Lake Forest. This item will also include the removal of monument lighting, associated wiring, and appurtenances to supply power to light the monument.

This bid item will be measured by the LUMP SUM and will be full compensation for all labor, equipment, and materials necessary to complete the work specified.

**SP-12: REMOVE CONCRETE RAMPS**

All work will be done and paid for in accordance with SC.52, SC.56, City standards, NCTCOG Item 203, TxDOT Item 104, and as described within this bid item.

This item will include sawcut, removal and disposal of existing concrete ramps.

Measurement and payment for this item will be the price bid per EACH and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-13: REMOVE CURB INLET (ALL SIZES, ALL TYPES)**

All work will be done and paid for in accordance with NCTCOG Item 203, TxDOT Item 104, and as described within this bid item.

Measurement and payment for this item will be price bid per EACH inlet or inlet component removed and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

Bid Items included under this SP are:

- a. Remove Existing 8' Recessed Curb Inlet
- b. Remove Existing 10' TxDOT Curb Inlet Top (PCO)
- c. Remove Existing 15' TxDOT Curb Inlet Top (PCO)
- d. Remove Existing 10' TxDOT Curb Inlet Base (PB)
- e. Remove Existing 15' TxDOT Curb Inlet Base (PB)

**SP-14: REMOVE EXISTING RCP STORM SEWER PIPE (ALL SIZES)**

This bid item will be in accordance with NCTCOG Item 203, TxDOT Item 104, and as described in this bid item.

This item will include all labor, equipment, and materials to remove and dispose of various sizes of concrete pipe, including all incidentals necessary to complete the work.

Measurement and payment for this item will be price bid per LINEAR FOOT of pipe removed and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified. Estimated quantity shown on Bid Form is for information only. This is considered a plans quantity item.

**SP-15: REMOVE EXISTING STORM MANHOLE CONCRETE PAD**

This bid item will be in accordance with NCTCOG Item 203, TxDOT Item 104, and as described in this bid item.

This item will include all labor, equipment, and materials to remove and dispose of concrete pads around storm manholes, including all incidentals necessary to complete the work.

Measurement and payment for this item will be price bid per EACH of concrete pad removed and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-16: REMOVE TREES (ALL SIZES, ALL TYPES)**

This bid item will be in accordance with NCTCOG Item 203 and as described in this bid item.

Contractor will provide all labor, equipment, and materials necessary to remove and dispose of various sizes and species of trees, including all incidentals necessary to complete the work. Measurement and payment for this item will be the price bid per EACH.

Bid Items included under this SP are:

- a. Remove Trees (>6" to 18")
- b. Remove Trees (>18" to 30")

**SP-17: REMOVE EXISTING PAVEMENT MARKINGS**

All work will be done in accordance with TxDOT Item 677 and as described within this bid item.

Measurement and payment for this bid item will be price bid per EACH, per LINEAR FOOT or other units as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

Bid Items included under this SP are:

- a. Remove Existing Reflective Pavement Marking TY I White 6" Skip
- b. Remove Existing Reflective Pavement Marking TY I White 8" Solid
- c. Remove Existing Reflective Pavement Marking TY I White 24" Solid (Stop Bar)
- d. Remove Existing Reflective Pavement Marking TY I White 24" Solid (Cross Walk)
- e. Remove Existing Reflective Pavement Marking TY I Arrow

- f. Remove Existing Reflective Pavement Marking TY I Word
- g. Remove Existing Reflective Pavement Marking TY I Yellow Double 4" Solid
- h. Remove Existing Reflective Pavement Marking TY I Yellow 12" Solid
- i. Remove Existing Reflective Pavement Marking TY I White 6" Dot Puppy Tracks

**SP-18: REMOVE EXISTING TRAFFIC SIGN**

This item will include the removal of existing traffic sign posts and signage, such as but not limited to right turn only signs, impacted as a result of the proposed improvements.

Measurement and payment for this item will be price bid per EACH sign removed, and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-19: UNCLASSIFIED STREET EXCAVATION**

All work will be done in accordance with NCTCOG Item 203 and TxDOT Item 110, except as modified or clarified below:

- a. Unclassified Street – This includes all material excavated regardless of nature from the project limits. This item is full compensation for authorized excavation, drying, undercutting subgrade, reworking or replacing the undercut material in rock cuts, hauling, disposal of material offsite not used elsewhere on the project, scarification and compaction, and equipment, labor, materials, tools, and incidentals. Excavation will be performed in accordance with TxDOT Item 110.
- b. Earthwork (Spoil) Haul Off and Dispose – Material excavated, regardless of nature, but not required for embankments shall be disposed of offsite by the Contractor at locations to be secured by Contractor. A permission letter from the property owner, allowing disposal, will be furnished to the City prior to hauling the material.
- c. The Contractor will remove spoil material as it is excavated from the site, daily.
- d. Measurement and payment for this item will be price bid per CUBIC YARD as indicated in the Bid Form, complete in place, including full compensation for all labor, equipment, and materials necessary to complete the work as specified. Estimated quantity shown on Bid Form is for information only. This is considered a plans quantity item.

**SP-20: 8" COMPACTED EARTH FILL**

This bid item will be in accordance with NCTCOG Item 203, TxDOT Item 132, and as described in this bid item.

This item will provide for the placement of backfill material to bring the proposed grade to below the flexible base or treated subgrade.

- a. Compacted fill will be granular material with a plasticity index between 4 and 15, placed in maximum 8-inch lifts, and compacted to 95% of standard Proctor density at a moisture content at or up to 2 percentage points above optimum.

- b. This item is full compensation for hauling, placing, moisture conditioning and compaction, and equipment, labor, materials, tools, and incidentals necessary to complete the work as specified.
- c. Measurement and payment for this item will be price bid per CUBIC YARD as indicated in the Bid Form, complete in place. Estimated quantity shown on Bid Form is for information only. This is considered a plans quantity item.

**SP-21: 8" THICK FLEXIBLE BASE WITH GEOGRID**

All work will be done and paid for in accordance with NCTCOG Item 301.5, TxDOT Item 247, and as described within this bid item.

This item will be used in lieu of lime treated subgrade for City roadways and includes 8-inches of flexible base with TRIAX TX 140 geogrid, or approved equal. The material, delivery, equipment, labor, and any other incidentals for the selected geogrid is considered subsidiary to this bid item.

Measurement and payment for this bid item will be price bid per SQUARE YARD as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

**SP-22: 20" THICK LIME STABILIZED SUBGRADE**

All work will be done and paid for in accordance with NCTCOG Item 301.2, TxDOT Item 260, and as described within this bid item.

Measurement and payment for this bid item will be price bid per SQUARE YARD as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

**SP-23: LIME**

All work will be done and paid for in accordance with NCTCOG Item 301.2, TxDOT Item 260, and as described within this bid item.

Measurement and payment for this bid item will be price bid per TON as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

**SP-24: 4" THICK TYPE B HOT MIX ASPHALT CONCRETE (PG-64-22)**

All work will be done in accordance with TxDOT Item 300 and as described within this bid item.

Measurement and payment for this item will be the price bid per SQUARE YARDS as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

**SP-25: REINFORCED CONCRETE PAVEMENT (ALL DEPTHS, ALL TYPES)**

All work will be done in accordance with SC.52, SC.56, NCTCOG Items 303 and 305, TxDOT Items 360 and 530, and as described within this bid item.

The provisions of NCTCOG Specification 303, "Portland Cement Concrete Pavement", will apply except as modified or clarified below:

- a. This item includes all labor, equipment, materials and incidentals required to provide a finished concrete pavement section including any required saw joints and expansion joints in accordance with the specifications. Any concrete pavement which tests below the required strength or is out of alignment or is of insufficient thickness, is subject to removal and replacement at the Engineer's sole discretion at the Contractor's expense.
- b. Thickness for concrete used on roadways will be as indicated on the plans.
- c. Concrete will be a class of concrete designed to meet a minimum average compressive strength of 4,000 psi at 28 days and will meet all of NCTCOG requirements.
- d. Concrete Street Headers are considered incidental to this item and will not be paid for separately.
- e. Measurement and payment for this bid item will be per SQUARE YARD as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.
- f. Bid Items included under this SP are:
  - i. 10" CRCP (TXDOT Class P)
  - ii. 8" Reinforced Concrete Pavement
  - iii. 6" Reinforced Concrete Driveway

**SP-26: CURB & GUTTER (ALL SIZES ALL TYPES)**

All work will be done in accordance with SC.56, NCTCOG Items 303 and 305, TxDOT Item 529, and as described within this bid item.

Measurement and payment for this item will be the price bid per LINEAR FOOT as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

Bid Items included under this SP are:

- a. 6" Monolithic Curb & Gutter
- b. Type II Curb (Mono)

**SP-27: MONOLITHIC CONCRETE MEDIAN NOSE**

All work will be done in accordance with NCTCOG Items 303 and 305, TxDOT Item 536, and as described within this bid item.

Measurement and payment for this item will be the price bid per EACH as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

Bid Items included under this SP are:

- a. Monolithic Median Nose - Type A
- b. Monolithic Median Nose - Type B

**SP-28: COLORED TEXTURED CONCRETE**

All work will be done in accordance with NCTCOG Item 305 and as described within this bid item.

Measurement and payment for this item will be the price bid per SQUARE YARD and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-29: CONCRETE MEDIAN**

All work will be done in accordance with NCTCOG Item 305, TxDOT Item 536, and as described within this bid item.

Measurement and payment for this item will be the price bid per SQUARE YARD and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-30: 6' MOWER RAMP**

All work will be done in accordance with NCTCOG Items 303 and 305 and as described within this bid item.

Measurement and payment for this item will be the price bid per EACH and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-31: 4" THICK REINFORCED CONCRETE SIDEWALK (WIDTH VARIES)**

All work will be done and paid for in accordance with SC.52, NCTCOG Item 305, TxDOT Item 531, and as described within this bid item.

This item will include excavation as required by the detail and plans, installing a 2" leveling course as required to construct the new sidewalk, and curb as needed for grades.

Measurement and payment for this bid item will be price bid per SQUARE YARD as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

**SP-32: 5" THICK REINFORCED CONCRETE TRAIL (WIDTH VARIES)**

All work will be done and paid for in accordance with SC.52, NCTCOG Item 305, TxDOT Item 531, and as described within this bid item.

This item will include excavation as required by the detail and plans, installing a 2" leveling course as required to construct the new trail, and curb as needed for grades.

Measurement and payment for this bid item will be price bid per SQUARE YARD as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

**SP-33: BARRIER-FREE RAMP**

Barrier Free Access Ramps (BFR) will be constructed at the locations shown on the Plans, as directed by the Owner, in accordance with NCTCOG Item 305.2, TxDOT PED-18, and the U.S. Architectural and Transportation Barriers Compliance Board "Accessible Rights-of-Way: A Design Guide". Detectable warning surface will be Armor-Tile ADA sound amplifying detectable/tactile warning surface tile or City approved equal. Color of Detectable Warning Tiles will be provided in "Colonial Red" color (Federal Color No. 20109) from supplier. The Contractor will submit the proposed truncated dome product to the City for review and approval prior to placement if a different detectable surface is chosen.

Concrete for ramps will be variable from 4" to 6" at the tie into the roadway with a minimum compressive strength of 4,000 psi strength at 28 days.

Measurement for this item will be per EACH installed. Payment for this item will be at the price bid and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified, including raised concrete islands as needed at BFR locations (non-pay item).

**SP-34: SOLID SOD**

All work will be done and paid for in accordance with SC.39, SC.54, NCTCOG Item 204.5, TxDOT Item 162, and as described in this bid item.

This item includes placing solid sod to a minimum distance of 24-inches from the edge of the proposed improvements. A minimum of 4-inches of topsoil is required for all disturbed areas prior to the installation of sod and is considered subsidiary to this bid item.

Measurement and payment for this item will be the price bid per SQUARE YARD installed and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-35: CURB WALL**

All work will be done in accordance with TxDOT Item 423 and as described within this bid item.

Measurement and payment for this item will be the price bid per LINEAR FOOT as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

**SP-36: LANDSCAPING, INCLUDING TREE LIGHTING**

All work will be done and paid for in accordance with NCTCOG Item 204 and as described within this bid item.

This item will include supplying and planting all the specified plantings. A minimum of 4-inches of topsoil is required for all disturbed areas prior to the placement of plantings and is considered subsidiary to this bid item. This item will also include installing the specified tree lighting, including wiring and appurtenances necessary to supply power.

Measurement and payment for this item will be the price bid per LUMP SUM complete in place, including all items mentioned above and all other incidentals necessary to complete the work.

### **SP-37: HOA MONUMENT**

This item will include all the labor, equipment, and materials to construct and install the new Stonebridge Ranch HOA monument located in the median nose at the intersection of Eldorado and Lake Forest. This item will also include the installation of monument lighting, associated wiring, and appurtenances to supply power to light the monument.

This bid item will be measured by the EACH and will be full compensation for all labor, equipment, and materials necessary to complete the work specified.

### **SP-38: PEDESTRIAN RAIL**

All work will be done in accordance with TxDOT Item 450 and as described within this bid item.

Measurement and payment for this item will be the price bid per LINEAR FOOT as indicated in the Bid Form, complete in place, including full compensation for all materials, equipment, labor, and any other incidentals necessary.

### **SP-39: PAVEMENT MARKINGS AND MARKERS**

All work will be done and paid for in accordance NCTCOG Item 804, TxDOT Item 666, and as described within this bid item:

- a. Refer to Signing and Pavement Marking Plans and Construction Details for location of reflective pavement markings, details, and general notes.
- b. All permanent striping will be thermoplastic.
- c. This bid item includes pavement surface preparation and pavement sealer for all pavement markings – words, symbols and all striping.
- d. Measurement and payment for this bid item will be full compensation for all materials, equipment, labor, and any other incidentals necessary and paid for per EACH, per LINEAR FOOT or other units as indicated in the Bid Form, complete in place.
- e. Bid Items included under this SP are:
  - i. Reflective Pavement Marking TY I White 6" Skip
  - ii. Reflective Pavement Marking TY I White 6" Dot - Puppy Track
  - iii. Reflective Pavement Marking TY I White 6" Solid
  - iv. Reflective Pavement Marking TY I White 8" Solid
  - v. Reflective Pavement Marking TY I White 24" Solid - Stop Bar
  - vi. Reflective Pavement Marking TY I White 24" Solid - Crosswalk
  - vii. Reflective Pavement Marking TY I White Arrow
  - viii. Reflective Pavement Marking TY I White Word
  - ix. Reflective Pavement Marking TY I Yellow Double 4" Solid
  - x. Reflective Pavement Marking TY I Yellow 6" Solid

- xi. Reflective Pavement Marking TY I Yellow 8" Solid
- xii. Reflective Pavement Marking TY I Yellow 12" Solid - Crosshatch
- xiii. Reflective Pavement Marking TY II-C-R
- xiv. Reflective Pavement Marking TY II-A-A
- xv. Reflective Pavement Marking Fire Lane Striping

**SP-40: TRAFFIC SIGNS**

This item will provide for supplying and installing traffic sign posts and signage at the locations and with the details shown in the Plans and in accordance with the Texas Manual on Uniform Traffic Control Devices, latest edition.

Measurement and payment for this item will be the price bid for EACH post with signage, regardless of the number of signs on a post, and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-41: RELOCATE WATER METER**

All work will be done and paid for in accordance with the SC.69 and as described in this bid item.

This item includes the excavation, capping, and tapping of the existing water meter and relocating to the location specified on the plans or as directed by City staff.

Measurement and payment for this item will be the price bid per EACH installed and will be full compensation for all labor, equipment, and materials necessary to complete the work as specified.

**SP-42: 8' RECESSED CURB INLET**

All work will be done and paid for in accordance with NCTCOG Item 702 and as described within this bid item.

This item will include all necessary excavation, backfill, steel reinforcement, formwork, manhole frames and covers, and all other incidentals to construct the curb inlet, complete in place.

Measurement and payment for this item will be the price bid per EACH curb inlet installed, and will be full compensation for all materials, equipment, labor, and any other incidentals necessary.

**SP-43: TXDOT CURB INLET BASE (PB) (ALL SIZES)**

All work will be done and paid for in accordance with TxDOT Item 465 and as described within this bid item.

This item will include all necessary excavation, backfill, steel reinforcement, formwork, and all other incidentals to construct the curb inlet base, complete in place.

Measurement and payment for this item will be the price bid per EACH curb inlet base installed, and will be full compensation for all materials, equipment, labor, and any other incidentals necessary.

Bid Items included under this SP are:

- a. 10' TXDOT Curb Inlet Base (PB)
- b. 15' TXDOT Curb Inlet Base (PB)

**SP-44: TXDOT CURB INLET TOP (PCO) (ALL SIZES)**

All work will be done and paid for in accordance with TxDOT Item 465 and as described within this bid item.

This item will include all necessary excavation, backfill, steel reinforcement, formwork, manhole frames and covers, and all other incidentals to construct the curb inlet top, complete in place.

Measurement and payment for this item will be the price bid per EACH curb inlet top installed, and will be full compensation for all materials, equipment, labor, and any other incidentals necessary.

Bid Items included under this SP are:

- a. 10' TXDOT Curb Inlet Top (PCO)
- b. 15' TXDOT Curb Inlet Top (PCO)

**SP-45: TXDOT JUNCTION BOX LID (PSL) (ALL SIZES)**

All work will be done and paid for in accordance with TxDOT Item 465 and as described within this bid item.

This item will include all necessary excavation, backfill, steel reinforcement, formwork, manhole frames and covers, and all other incidentals to construct the junction box lid, complete in place.

Measurement and payment for this item will be the price bid per EACH junction box lid installed, and will be full compensation for all materials, equipment, labor, and any other incidentals necessary.

Bid Items included under this SP are:

- a. 10' TXDOT Junction Box Lid (PSL)
- b. 15' TXDOT Junction Box Lid (PSL)

**SP-46: CLASS III RCP STORM SEWER PIPE (ALL SIZES)**

All work will be done and paid for in accordance with NCTCOG Items 501.6 and 508, TxDOT Item 464, and as described within this bid item.

This item will include all sizes of reinforced concrete storm sewer pipe shown in the plans, including bends, transitions, and branches. Included in this bid item will be all necessary trench safety, backfill and embedment required for the installation of the proposed line.

Measurement and payment for this item will be made on the basis of the price bid per LINEAR FOOT of each size storm sewer pipe and will be full compensation for all

materials, equipment, labor, and any other incidentals necessary to install the storm sewer.

Bid Items included under this SP are:

- a. 18" Class III RCP
- b. 21" Class III RCP
- c. 24" Class III RCP

**SP-47: TRAFFIC SIGNAL MODIFICATIONS**

All work will be done and paid for in accordance with TxDOT Items 416, 618, 620, 624, 680, 682, 684, 686, 687, 688, 690, 6006, 6011, and LMA-12.

**SP-48: ILLUMINATION**

All work will be done and paid for in accordance with TxDOT Items 416 and 610.