



**CONTRACT DOCUMENTS  
FOR**

**Proposed Improvements to East Broad Street  
From Mansfield High School to N Holland Road**

**BID NO. 2026-40-10-03**

**Mansfield, Texas**

**April, 2026**

**Prepared For  
THE CITY OF MANSFIELD**

**Prepared By**

**Kimley-Horn and Associates, Inc.**



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**SECTION IP**

**INVITATION FOR PROPOSALS**

## **SECTION IP**

### **INVITATION FOR PROPOSALS**

Sealed proposals will be received at the office of the City Secretary, 1200 East Broad Street, Mansfield, Texas 76063 until **10:00 a.m., Wednesday, MAY 20, 2026** and then publicly opened and read aloud for construction of:

**PAVING, DRAINAGE, WATER, LANDSCAPE, & TRAFFIC SIGNAL  
IMPROVEMENTS  
FOR  
EAST BROAD STREET  
(FROM MANSFIELD HIGH SCHOOL TO N HOLLAND ROAD)**

**The Contractor will be selected based on offering the best value to the City.**

Proposers must submit a cashier's check, certified check, or acceptable bidder's bond with their proposal as a guarantee that the proposer will enter into a contract for the project with the Owner within ten (10) days of Notice of Award of the contract. The security must be payable to the City of Mansfield in the amount of five percent (5%) of the proposal submitted. Contractor must execute the contract, bonds and certificates of insurance on the forms provided in the Contract Documents. Contractors for this Project must pay no less than the prevailing wage rates for the area established by the Owner and included in the contract documents. Performance, Payment and Maintenance Bonds, bound to the City of Mansfield are required, each in an 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.

The City of Mansfield reserves the right to adopt the most advantageous interpretation of the proposals submitted in the case of ambiguity or lack of clearness in stating proposal prices, to reject any or all bids or proposals, and/or waive formalities. Bids or proposals may not be withdrawn within ninety (90) days from date on which bids or proposals are opened.

The Contract Documents may be examined without charge in the office of the City Engineer at the address shown above, and may be procured from the City Engineer between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A non-refundable fee of Fifty Dollars (\$50.00) will be charged.

A non-mandatory pre-bid meeting will be held at 11:00 a.m. on WEDNESDAY, MAY 6th, 2026 in Multi-Purpose Room at the City of Mansfield, 1200 East Broad Street, Mansfield, Texas 76063.

Advertisement and bid phase information for the Project can also be found at the following website:

<http://www.civcastusa.com>

Plans, Contract Documents and the Engineer's Project Cost Estimate may be downloaded or viewed free of charge by registering at this website. It is the downloader's responsibility to determine that a complete set of documents, as defined in the instructions to Proposers, is received. Printed copies of the Plans and Contract Documents may be purchased at the website. This website will be updated with addenda, plan holders lists, bid tabulations, additional reports or other information relevant to bidding the Project.

The City reserves the right to reject any or all bids and to waive formalities.

Advertisement Dates:      APRIL 24, 2026  
                                      MAY 1, 2026  
                                      Fort Worth Star-Telegram

## **SECTION I**

### **INSTRUCTIONS TO PROPOSERS**

## SECTION I

### INSTRUCTIONS TO PROPOSERS

#### 1. DEFINED TERMS

Terms used in these Instructions to PROPOSERS which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2013 ed.) have the meanings assigned to them in the General Conditions. The term "PROPOSER" means one who submits a PROPOSAL directly to OWNER, as distinct from a sub-PROPOSER, who submits a PROPOSAL to a PROPOSER. The Term "Successful PROPOSER" means the lowest, qualified, responsible and responsive PROPOSER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided in I-16) makes an award. The term "Proposal Documents" includes the Advertisement or Invitation to PROPOSAL, Instructions to PROPOSERS, the Proposal, and the proposed Contract Documents (including all Addenda issued prior to receipt of proposals).

#### 2. COPIES OF PROPOSAL DOCUMENTS

2.1. Complete sets of the Proposal Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to PROPOSAL may be obtained from OWNER. The deposit for the Proposal Documents is non-refundable.

2.2. Complete sets of Proposal Documents must be used in preparing proposals; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

2.3. OWNER and ENGINEER in making copies of Proposal 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.

#### 3. QUALIFICATIONS OF PROPOSER

Selection criteria is included in section 16 in instructions to proposers.

**The proposer is responsible for submitting information and references sufficient for the Owner to evaluate Best Value.** The Owner may make such investigations as he deems necessary to evaluate the reputation and ability of the proposer and key personnel to perform the work, and the reputation and quality of the proposer's goods and services, and the proposer shall furnish to the Owner all such information and data for this purpose. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the Owner that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Accordingly, proposer participants, whether general contractor, prime contractor, joint venture contractor or sub-contractor, shall provide

documented evidence of having completed at least five (5) projects for major arterial thoroughfare reconstruction in a developed corridor, asphalt paving improvements, and traffic signal improvements of a similar nature to the project being proposed. Proposer shall submit no fewer than three (3) references of previous projects with key personnel for Owner to verify references. This experience documentation shall be submitted as part of the sealed proposal, prior to, and as a special requirement for, being considered for award of the contract for the subject project. Conditional proposals will not be accepted.

#### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

**4.1.** It is the responsibility of each PROPOSER before submitting a PROPOSAL to (1) examine the Contract Documents thoroughly, (2) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (3) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (4) study and carefully correlate PROPOSER'S observations with the Contract Documents and (5) notify ENGINEER or OWNER of all conflicts, errors or discrepancies in the Contract Documents.

**4.2.** Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or other, and OWNER does not assume responsibility for the accuracy or completeness thereof.

**4.3.** Provisions concerning responsibilities for the adequacy of data furnished to prospective PROPOSERS on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 5 of the General Conditions.

**4.4.** Before submitting a proposal each PROPOSER will, at PROPOSER'S own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which PROPOSER deems necessary to determine its PROPOSAL for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

**4.5.** On request in advance OWNER will provide each PROPOSER access to the site to conduct such explorations and tests, as each PROPOSER deems necessary for submission of a proposal. PROPOSER shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

**4.6.** The lands upon which the work is to be performed, right-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing

the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER.

**4.7.** The submission of a proposal will constitute an incontrovertible representation by PROPOSER that PROPOSER has complied with every requirement of Item 4, that without exception the proposal is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

**4.8.** Reference is made to Section 5.03 of the General Conditions for identification of:

- a). Those reports or explorations and tests of subsurface conditions at the site which have been utilized by OWNER in preparation of the Contract Documents. PROPOSER may rely upon the accuracy of the technical data contained in such reports, except as qualified in the report, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of proposal or construction. CONTRACTOR is alerted to the fact that certain subsurface conditions may change (such as groundwater levels) and that borings provide isolated information at the specific bore location only.
- b). Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground facilities) which are at or contiguous to the site which have been utilized by OWNER in preparation of the Contract Documents. PROPOSER may rely upon the accuracy of the technical data contained in such drawings but not upon the completeness thereof for the purposes of proposal or construction.

Copies of such reports and drawings will be made available by OWNER to any PROPOSER on request. Those reports and drawings may or may not be part of the contract documents, but the technical data contained therein upon which PROPOSER is entitled to rely as provided in Paragraphs a). and b). are incorporated therein by reference.

## **5. INTERPRETATIONS AND ADDENDA**

**5.1.** All questions about the meaning or intent of the Contract Documents are to be directed to OWNER or ENGINEER. Interpretations or clarifications considered necessary by OWNER or ENGINEER in response to such questions will be issued by Addenda and distributed to all documented parties as having received the Proposal

Documents. Questions must be submitted prior to 2 p.m. the Friday prior to proposal opening. Questions received after this day may not be responded to. Any addenda issued prior to the opening of proposals will be distributed to each CONTRACTOR contemplating the submission of a proposal on this work. The CONTRACTOR will be notified of the issuance of the addenda. The proposal as submitted by the CONTRACTOR will be so constructed as to include any addenda if such are issued by the OWNER prior to twenty-four (24) hours of the opening of proposals. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**5.2.** Addenda may also be issued to modify the Proposal Documents as deemed advisable by OWNER or ENGINEER.

## **6. PROPOSAL SECURITY**

**6.1** Each proposal must be accompanied by proposal security made payable to OWNER in an amount of five percent of the PROPOSER'S maximum proposal Price and in the form of a certified bank check or a proposal Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

**6.2** The proposal security of the Successful PROPOSER will be retained until such PROPOSER has executed the Agreement and furnished the required contract security, whereupon the proposal security will be returned. If the Successful PROPOSER fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, OWNER may annul the Notice of Award and the proposal security of that PROPOSER will be forfeited. The proposal security of other PROPOSERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the effective Date of the Agreement or the forty-sixth day after the proposal opening, whereupon proposal security furnished by such PROPOSERS will be returned. Proposal security with proposals which are not competitive can be returned at the proposal opening upon PROPOSER'S request.

## **7. CONTRACT TIME**

**7.1.** The number of working days within which the work is to be completed and ready for final payment (the Contract Time) are set forth in the Proposal and Agreement.

**7.2.** The CONTRACTOR should be aware that the Contract time includes all time the CONTRACTOR is on the site. This time is in working days and begins on the date stipulated on the Notice to Proceed. The time on the Contract will continue to run until the project is completed and approved by the City.

## **8. LIQUIDATED DAMAGES & EARLY COMPLETION INCENTIVE**

Provisions for liquidated damages and early completion incentives, if any, are set forth in the Agreement.

## **9. SUBSTITUTE OR “OR-EQUAL” ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “or-equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to the ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement unless the ENGINEER, at his option, elects to issue an Addenda naming a substitute or “or-equal” item prior to receipt of proposals. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Sections 7.04 and 7.05 of the General Conditions and may be supplemented in the General Requirements.

## **10. SUBCONTRACTORS, SUPPLIERS AND OTHERS**

**10.1.** If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principle items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful PROPOSER, and any other PROPOSER so requested, shall within seven days after the proposal opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful PROPOSER to submit an acceptable substitute, in which case the apparent Successful PROPOSER shall submit an acceptable substitute, that PROPOSER’S proposal price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating proposals and making the contract award.

If apparent Successful PROPOSER declines to make any such substitutions, OWNER may award the contract to the next lowest PROPOSER that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the proposal security of any PROPOSER. Any subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Section 7.06 of the General Conditions.

**10.2.** No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

## **11. PROPOSAL**

**11.1. All proposals** must be submitted on the ENGINEER'S forms. Refer to Section P Proposal for all proposal requirements. The proposal will be evaluated as outlined in Section 16.

## **12. SUBMISSION OF PROPOSALS**

Proposals must be submitted at the time and place indicated in the Advertisement or Invitation to proposal and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the Project for which the proposal is submitted) and the name and address of the PROPOSER and accompanied by the proposal security and other required documents (including CIQ Form if applicable). The CONTRACTOR shall acknowledge, on the outside of the envelope, receipt of any addenda. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it. It shall be the PROPOSER'S responsibility for the delivery of his Proposal at the proper place by the time stated. The mere fact that a Proposal was dispatched will not be considered.

## **13. MODIFICATION AND WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

## **14. OPENING OF PROPOSALS**

Proposals will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base proposals and major alternates (if any) will be made available to PROPOSERS after the opening of proposals.

## **15. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE**

All proposals will remain subject to acceptance for forty-five (45) days after the day of the proposals opening, but OWNER may, in its sole discretion, release any proposal and return the proposal security prior to that date.

## **16. METHOD OF AWARD – COMPETITIVE SEALED PROPOSAL**

**16.1** A Contractor shall be selected based on offering the Best Value to the City; refer to General Requirements of the Contract Documents for additional information. OWNER reserves the right to reject any and all proposals, to waive any and all formalities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional PROPOSALS. Also, OWNER reserves the right to reject the PROPOSAL of any PROPOSER if OWNER believes that it would not be in the best interest of the project to make an award to that PROPOSER, whether because the PROPOSAL is not responsible or the PROPOSER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the unit price in words and the unit price in figures will be resolved in favor of the price in words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct Sum.

**16.2.** The City intends to use the following procedures:

- The City shall convene a Proposal Evaluation Committee (Committee) for this project using Competitive Sealed Proposal method of procurement. The Committee shall evaluate all submitted Proposals and rank the Proposals in order of priority for negotiations.
- The Committee to consist of the City Director of Engineering Services, the City Project Manager, City Transportation Engineer, and the City's consultant, Kimley-Horn and Associates, or other designated representatives.
- The Committee shall use the following procedures to evaluate the proposals:
  - As soon as reasonably possible following the public opening of Proposals, the City will conduct a preliminary examination of each Proposal for compliance with the published requirements.
  - The Committee shall meet to conduct thorough discussions and evaluations of all Proposals and may select Proposers to be interviewed in person by the Committee. Proposers will be notified of the date, time and location of any interviews.
  - The Committee shall produce a ranking of Proposers in the order of best value to the city.
  - The Committee shall base its recommended ranking on the information provided in the Proposals, any reference checks conducted, during interviews if conducted, and from personal knowledge. Unless modified by addendum prior to the opening of Proposals.
  - The Committee shall base its recommended ranking on the information provided in the Proposals, any reference checks

conducted, during interviews if conducted, and from personal knowledge. Unless modified by addendum prior to the opening of Proposals, the Committee will utilize the following criteria to rank Proposals:

### **Evaluation Criteria**

- Proposed Contract Amount (50%). Refer to Section P.1. Costs that are under the estimated budget for the project by a significant amount may indicate a lack of full understanding of the scope of work; poor estimating practices or use of less experienced labor to accomplish the work. Costs that are significantly over the estimate may result in the City investing more than necessary for the work.
- Qualifications of Key Project Personnel (10%): Refer to section P.2 Articles 1 and 2. The proposal should include a list of key company personnel and their relevant experience in the industry as well as a five-year employment history. Five years' experience in the field should be considered an absolute minimum to qualify for the job. While employment stability with a single firm is very important, the overall experience in the industry is equally important. Both will be considered in the evaluation.
- Similar Project Experience and Quality of the Bidder's Goods and Services (15%): Refer to section P.3 Articles 1 and 2. This category entails an evaluation of previous projects and references.
- Detailed Schedule and Communication Plan (25%): Refer to section P.4 Articles 1 and 2.

**16.3.** If the contract is to be awarded, OWNER will give the Successful PROPOSER a Notice of Award within forty-five (45) days after the day of the proposal opening.

## **17. CONTRACT SECURITY**

Section 6 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to maintenance, performance and payment Bonds. When the Successful PROPOSER delivers the executed Agreement to OWNER, it must be accompanied by the required maintenance, performance and payment Bonds.

## **18. TRENCH SAFETY**

The successful PROPOSER will be required to provide a trench safety plan at the time contracts are signed and within the 15-day time period after Notice of Award. All cost for providing and implementing the trench safety plan shall be included in the proposal item for trench safety.

## **19. SIGNING OF AGREEMENT**

When OWNER gives a Notice of Award to the Successful PROPOSER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days, thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days, thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

## **20. RETAINAGE**

Provisions concerning retainage are set forth in the Agreement.

## **21. SALES AND USE TAXES**

OWNER is exempt from Local and State Sales and Use Taxes on materials to be incorporated in the Work. Said taxes shall not be included in the Contract Price. However, CONTRACTOR must pay sales taxes on equipment rental, form materials, etc. not incorporated into the furnished project. Refer to Supplementary Conditions SC-7.09 for additional information.

## **22. WAGES**

Wage rates paid on this project must not be less than indicated on the Wage Rate Schedule included in these documents which is established by the City of Mansfield in compliance with statutory requirements and prevailing wages in the locality of the project.

**SECTION C**

**CONFLICT OF INTEREST QUESTIONNAIRE**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**SECTION TEC**

**TEXAS ETHICS COMMISSION FORM 1295**

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

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

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

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

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

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

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

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

**SECTION SB**  
**SENATE BILL 252 CERTIFICATION**



**SENATE BILL 252 CERTIFICATION**

On this date, I, \_\_\_\_\_, an employee of the City of Mansfield, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253, and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CONTRACT NUMBER

**CERTIFICATION CHECK PERFORMED BY:**

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
PRINTED NAME OF EMPLOYEE

\_\_\_\_\_  
DATE

**SECTION P**

**P R O P O S A L**

## **SECTION P.1 – PROPOSAL**

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TO: City Secretary  
City of Mansfield  
1200 East Broad Street,  
Mansfield, TX 76063

### **BID PROPOSAL FOR:**

#### **Proposed Improvements to East Broad Street**

#### **From Mansfield High School to N Holland Road**

The undersigned Offeror, pursuant to the foregoing Invitation to Offerors, having carefully examined the Invitation to Offerors, this Proposal, the General Provisions, the Special Conditions, the Construction Contract, the Performance Bond, the Payment Bond, the Maintenance Bond, the Material Specifications, the Construction Specifications, the Plans, the project site and understanding the amount of work to be done, and the prevailing conditions, hereby proposes to do all the work, furnish all labor, equipment and material which is necessary to fully complete the work as provided in the Plans and Contract Documents.

Total quantities given in the bid proposal may not reflect actual quantities; however, they are given for the purpose of bidding on and awarding the contract.

The unit price amounts in words shall supersede the unit price amounts in figures.

Upon acceptance of this proposal, the bidder is bound to execute a contract and bonds, according to the prescribed forms, and to furnish and install the following units of work at the prices quoted as found in the following pages.

The proposer may use the original bid forms provided or submit a computer-generated version that closely matches the original. If using the original, it must be completed in ink or typed. All proposals must be signed appropriately:

- Corporations must have the proposal signed by an authorized officer, sealed, and include the corporate address and state of incorporation.
- Partnerships must have a partner sign, with their title and the partnership's official address listed.
- All names must be typed or printed below the signatures. The proposal must acknowledge all addenda and include contact information.

The following documents are attached to and make a part of this Bid Proposal.

- a. This Bid Proposal (Criteria I)
- b. Bid Security in the form of a Cashier's or Certified Check or a Bid Bond
- c. Statement of Qualifications (Criteria II)
- d. Statement of Similar Project Experience (Criteria III)
- e. Detailed Schedule and Communication Plan (Criteria IV)

Points for Proposal Price shall be based project cost submitted by the Proposers. The lowest project cost determines the baseline and earns a maximum of fifty (50) points. All remaining Proposers' project costs will earn based on a percentage relative to a baseline:

$$\text{Points Assigned} = 50 \times \left(1 - \frac{\text{Amount Above Low bid}}{\text{Lowest Bid}}\right)$$

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
<b>Base Bid - Section P</b>					
P1	Mobilization	1	LS		
	dollars and _____ cents per unit				
P2	Erosion Control (Plans/SWPPP, etc)	1	LS		
	dollars and _____ cents per unit				
P3	Right-Of-Way Preparation	1	LS		
	dollars and _____ cents per unit				
P4	Remove Asphalt Overlay over Concrete Pavement	3,600	SY		
	dollars and _____ cents per unit				
P5	Remove Concrete Pavement	30,000	SY		
	dollars and _____ cents per unit				
P6	Remove Concrete Sidewalk & Ramps	4,000	SY		
	dollars and _____ cents per unit				
P7	Remove Concrete Driveway	2,140	SY		
	dollars and _____ cents per unit				
P8	Remove Concrete Curb & Gutter	2,750	LF		
	dollars and _____ cents per unit				
P9	Remove Median Paver	5,450	SF		
	dollars and _____ cents per unit				
P10	Remove Concrete Median	860	SF		
	dollars and _____ cents per unit				
P11	Remove Existing Headwall, RCP's, Junction Boxes, and Inlets	1	LS		
	dollars and _____ cents per unit				
P12	Project Sign	4	EA		
	dollars and _____ cents per unit				
P13	Unclassified Excavation	15,200	CY		
	dollars and _____ cents per unit				
P14	Embankment	2,100	CY		
	dollars and _____ cents per unit				
P15	3" Type D Asphalt Pavement	36,200	SY		
	dollars and _____ cents per unit				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
P16	6" Type B Asphalt Pavement	36,200	SY		
	dollars and <input type="text"/> cents per unit				
P17	9" Portland Cement Concrete Pavement	900	SY		
	dollars and <input type="text"/> cents per unit				
P18	12" Lime Treatment	42,300	SY		
	dollars and <input type="text"/> cents per unit				
P19	Hydrated Lime (72lbs/SY)	1,530	TONS		
	dollars and <input type="text"/> cents per unit				
P20	8" Flexible Base (TYA GR1)	590	SY		
	dollars and <input type="text"/> cents per unit				
P21	6" Concrete Curb and Gutter	15,430	LF		
	dollars and <input type="text"/> cents per unit				
P22	8" Concrete Driveway	2,800	SY		
	dollars and <input type="text"/> cents per unit				
P23	4" Concrete Sidewalk	4,000	SY		
	dollars and <input type="text"/> cents per unit				
P24	Sidewalk with Curb (6" - 12")	170	SY		
	dollars and <input type="text"/> cents per unit				
P25	6' Wide TxDOT Type 5 Curb Ramp	4	EA		
	dollars and <input type="text"/> cents per unit				
P26	8' Wide TxDOT Type 5 Curb Ramp	1	EA		
	dollars and <input type="text"/> cents per unit				
P27	6' Wide TxDOT Type 7 Curb Ramp	2	EA		
	dollars and <input type="text"/> cents per unit				
P28	6' Wide TxDOT Type 20 Curb Ramp	2	EA		
	dollars and <input type="text"/> cents per unit				
P29	6' Wide TxDOT Type 21 Curb Ramp	2	EA		
	dollars and <input type="text"/> cents per unit				
P30	6' Wide TxDOT Type 22 Curb Ramp	1	EA		
	dollars and <input type="text"/> cents per unit				
P31	6' Wide City Stnd Perpendicular Ramp	4	EA		
	dollars and <input type="text"/> cents per unit				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
P32	6' Wide City Stnd Directional Ramp	30	EA		
	dollars and                      cents per unit				
P33	Traffic Control	26	MO		
	dollars and                      cents per unit				
P34	Portable Low Profile Concrete Traffic Barrier (TY 1) (CTB)	2,420	LF		
	dollars and                      cents per unit				
P35	Temporary Asphalt Pavement w/ Flex Base	9,000	SY		
	dollars and                      cents per unit				
P36	Remove Temporary Asphalt Pavement and Flex Base	9,000	SY		
	dollars and                      cents per unit				
P37	Temporary Asphalt Level Up Transition Type B	300	SY		
	dollars and                      cents per unit				
P38	Flexible Base (Temporary Road Surface)	30	SY		
	dollars and                      cents per unit				
P39	Portable Message Signs	4	EA		
	dollars and                      cents per unit				
P40	Single Broken Line White Button	20	EA		
	dollars and                      cents per unit				
P41	Double Solid Line White Button	140	EA		
	dollars and                      cents per unit				
P42	Double Solid Line Yellow Button	90	EA		
	dollars and                      cents per unit				
P43	24" White Thermoplastic Solid Line	2,000	LF		
	dollars and                      cents per unit				
P44	0666.6167 Refl Pav Mrk TY II (W) 8" (Dot)	910	LF		
	dollars and                      cents per unit				
P45	0666.6171 Refl Pav Mrk TY II (W) 6" (Brk)	3,950	LF		
	dollars and                      cents per unit				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid		
P46	0666.6174 Refl Pav Mrk TY II (W) 6" (Sld)	270	LF				
	dollars and						cents per unit
P47	0666.6210 Refl Pav Mrk TY II (Y) 6" (Sld)	100	LF				
	dollars and						cents per unit
P48	0666.6036 Refl Pav Mrk TY I (W) Solid 8" (100mil)	5,070	LF				
	dollars and						cents per unit
P49	0666.6184 Refl Pav Mrk TY II (W) (Arrow)	64	EA				
	dollars and						cents per unit
P50	0666.6192 Refl Pav Mrk TY II (W) (Word)	55	EA				
	dollars and						cents per unit
P51	0666.6225 Pavement Sealer 6"	4,320	LF				
	dollars and						cents per unit
P52	0666.6226 Pavement Sealer 8"	5,980	LF				
	dollars and						cents per unit
P53	0666.6230 Pavement Sealer 24"	2,000	LF				
	dollars and						cents per unit
P54	0666.6231 Pavement Sealer (Arrow)	64	EA				
	dollars and						cents per unit
P55	0666.6232 Pavement Sealer (Word)	55	EA				
	dollars and						cents per unit
P56	0678.7002 Pav Surf Prep for Mrk (6")	4,320	LF				
	dollars and						cents per unit
P57	0678.7004 Pav Surf Prep for Mrk (8")	5,980	LF				
	dollars and						cents per unit
P58	0678.7008 Pav Surf Prep for Mrk (24")	2,000	LF				
	dollars and						cents per unit
P59	0678.7009 Pav Surf Prep for Mrk (Arrow)	70	EA				
	dollars and						cents per unit

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
P60	0678.7016 Pav Surf Prep for Mrk (Word)	55	EA		
	dollars and      cents per unit				
P61	Type II (R&W) 6" (Fire Lane)	510	LF		
	dollars and      cents per unit				
P62	Signs and Sign Post Assembly	49	EA		
	dollars and      cents per unit				
P63	Monolithic Median Nose	22	EA		
	dollars and      cents per unit				
				<b>Section P Subtotal:</b>	\$
<b>Section D - Base Bid</b>					
D1	10' Concrete Curb Inlet (Recessed)	6	EA		
	dollars and      cents per unit				
D2	10' Curb Inlet Under Pavment (TxDOT)	1	EA		
	dollars and      cents per unit				
D3	10' Concrete Curb Inlet	1	EA		
	dollars and      cents per unit				
D4	15' Concrete Curb Inlet (Recessed)	2	EA		
	dollars and      cents per unit				
D5	18" Reinforced Concrete Pipe (RCP) (Class III)	260	LF		
	dollars and      cents per unit				
D6	21" Reinforced Concrete Pipe (RCP) (Class III)	60	LF		
	dollars and      cents per unit				
D7	21" Reinforced Concrete Pipe (RCP) (Class IV)	70	LF		
	dollars and      cents per unit				
D8	24" Reinforced Concrete Pipe (RCP) (Class III)	770	LF		
	dollars and      cents per unit				
D9	30" Reinforced Concrete Pipe (RCP) (Class III)	20	LF		
	dollars and      cents per unit				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
D10	30" Reinforced Concrete Pipe (RCP) (Class IV)	80	LF		
	dollars and      cents per unit				
D11	36" Reinforced Concrete Pipe (RCP) (Class III)	120	LF		
	dollars and      cents per unit				
D12	42" Reinforced Concrete Pipe (RCP) (Class III)	30	LF		
	dollars and      cents per unit				
D13	45" Reinforced Concrete Pipe (RCP) (Class III)	40	LF		
	dollars and      cents per unit				
D14	4'x4' Storm Junction Box	4	EA		
	dollars and      cents per unit				
D15	5'x5' Storm Junction Box	4	EA		
	dollars and      cents per unit				
D16	Headwall (Type B)	1	EA		
	dollars and      cents per unit				
D17	Connect Ex 12" RCP to Prop Junction Box	1	EA		
	dollars and      cents per unit				
D18	Connect Ex 18" RCP to Prop Inlet	1	EA		
	dollars and      cents per unit				
D19	Connect Prop 18" RCP to Existing 36" RCP	1	EA		
	dollars and      cents per unit				
D20	Connect Prop 30" RCP to Existing Junction Box	1	EA		
	dollars and      cents per unit				
D21	Connect Prop 45" RCP to Existing 45" RCP	3	EA		
	dollars and      cents per unit				
D22	Concrete Rip-Rap (6")	5	CY		
	dollars and      cents per unit				
D23	Asphalt Pavement Repair (2" TY B HMAC on 4" Flexbase)	260	LF		
	dollars and      cents per unit				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
D24	Trench Safety	1,470	LF		
	dollars and      cents per unit				
D25	Adjust Existing Storm Manhole to Final Grade	1	EA		
	dollars and      cents per unit				
D26	Cut, Plug and Block Existing 21" Storm Pipe	2	EA		
	dollars and      cents per unit				
				<b>Section D Subtotal:</b>	\$
<b>Section U - Base Bid</b>					
U1	Adjust Ex Water Valve to Final Grade	2	EA		
	dollars and      cents per unit				
U2	Remove and Salvage Fire Hydrant Lead to Ex Gate Valve	4	EA		
	dollars and      cents per unit				
U3	Remove Ex ARV Manhole and Salvage ARV	2	EA		
	dollars and      cents per unit				
U4	Combination Air & Vacuum Release Valve and Manhole	2	EA		
	dollars and      cents per unit				
U5	Fire Hydrant Assembly	4	EA		
	dollars and      cents per unit				
U6	12" Insertion Gate Valve	1	EA		
	dollars and      cents per unit				
U7	6" PVC Water Line	30	LF		
	dollars and      cents per unit				
U8	12" PVC Water Line	40	LF		
	dollars and      cents per unit				
U9	Ductile Iron MJ Fittings	1	TONS		
	dollars and      cents per unit				
U10	Connect Prop 6" Water Line to Ex Gate Valve	2	EA		
	dollars and      cents per unit				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
U11	Connect Prop ARV Line to Ex Valve	2	EA		
	dollars and                      cents per unit			\$	\$
U12	Adjust Ex Sanitary Sewer Manhole to Final Grade	1	EA		
	dollars and                      cents per unit			\$	\$
				<b>Section U Subtotal:</b>	\$
<b>Section LA - Base Bid</b>					
LA1	4" Topsoil	1,812	CY		
	dollars and                      cents per unit			\$	\$
LA2	Mulch	961	CY		
	dollars and                      cents per unit			\$	\$
LA3	4" Grouted River Rock	5,632	SF		
	dollars and                      cents per unit			\$	\$
LA4	Landscape Limestone Block	676	LF		
	dollars and                      cents per unit			\$	\$
LA5	Steel Edge	2,509	LF		
	dollars and                      cents per unit			\$	\$
LA6	Large Canopy Trees (3" caliper)	38	EA		
	dollars and                      cents per unit			\$	\$
LA7	Ornamental Trees	61	EA		
	dollars and                      cents per unit			\$	\$
LA8	Shrubs and Ornamental Grasses	2,953	EA		
	dollars and                      cents per unit			\$	\$
LA9	Groundcover	37,511	EA		
	dollars and                      cents per unit			\$	\$
LA10	Block Sodding	42,987	SF		
	dollars and                      cents per unit			\$	\$
LA11	Landscape & Irrigation Restoration Allowance	1	LS		
	dollars and                      cents per unit			\$100,000	\$
LA12	One-year maintance and warranty	1	LS		
	dollars and                      cents per unit			\$	\$

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
LA13	Grouted Limestone	3,262	SF		
	dollars and                      cents per unit			\$	\$
LA14	Irrigation System	1	LS		
	dollars and                      cents per unit			\$	\$
LA15	Tree Protection	2,371	LF		
	dollars and                      cents per unit			\$	\$
				<b>Section LA Subtotal:</b>	\$
<b>Section TS - Base Bid</b>					
TS1	Drill Shaft (Trf Sig Pole) (30 In)	22	LF		
	dollars and                      cents per unit			\$	\$
TS2	Drill Shaft (Trf Sig Pole) (36 In)	13	LF		
	dollars and                      cents per unit			\$	\$
TS3	Drill Shaft (Trf Sig Pole) (48 In)	132	LF		
	dollars and                      cents per unit			\$	\$
TS4	Condt (Pvc) (Sch 40) (2")	145	LF		
	dollars and                      cents per unit			\$	\$
TS5	Condt (Pvc) (Sch 40) (2") (Bore)	50	LF		
	dollars and                      cents per unit			\$	\$
TS6	Condt (Pvc) (Sch 40) (4")	615	LF		
	dollars and                      cents per unit			\$	\$
TS7	Condt (Pvc) (Sch 40) (4") (Bore)	860	LF		
	dollars and                      cents per unit			\$	\$
TS8	Conduit (Prepare)	1,720	LF		
	dollars and                      cents per unit			\$	\$
TS9	Elec Condr (No.12) Insulated	720	LF		
	dollars and                      cents per unit			\$	\$
TS10	Elec Condr (No.8) Bare	1,310	LF		
	dollars and                      cents per unit			\$	\$
TS11	Elec Condr (No.8) Insulated	2,130	LF		
	dollars and                      cents per unit			\$	\$
TS12	Elec Condr (No.6) Insulated	210	LF		
	dollars and                      cents per unit			\$	\$
TS13	Ground Box Ty D (162922)W/Apron	12	EA		
	dollars and                      cents per unit			\$	\$

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
TS14	Remove Ground Box	7	EA		
	dollars and                      cents per unit				
TS15	Elc Srv Ty D 120/240 070(NS)SS(E)PS(U)	2	EA		
	dollars and                      cents per unit				
TS16	Install Hwy Trf Sig (System)	2	EA		
	dollars and                      cents per unit				
TS17	Removing Traffic Signal	2	EA		
	dollars and                      cents per unit				
TS18	Install Hwy Trf Sig (Upgrade)	1	EA		
	dollars and                      cents per unit				
TS19	Temp Traf Signals	1	EA		
	dollars and                      cents per unit				
TS20	Veh Sig Sec (12")Led(Grn)	23	EA		
	dollars and                      cents per unit				
TS21	Veh Sig Sec (12")Led(Grn Arw)	10	EA		
	dollars and                      cents per unit				
TS22	Veh Sig Sec (12")Led(Yel)	24	EA		
	dollars and                      cents per unit				
TS23	Veh Sig Sec (12")Led(Yel Arw)	17	EA		
	dollars and                      cents per unit				
TS24	Veh Sig Sec (12")Led(Red)	24	EA		
	dollars and                      cents per unit				
TS25	Veh Sig Sec (12")Led(Red Arw)	9	EA		
	dollars and                      cents per unit				
TS26	Ped Sig Sec (Led)(Countdown)	15	EA		
	dollars and                      cents per unit				
TS27	Backplate W/Refl Brdr(4 Sec)Alum	8	LF		
	dollars and                      cents per unit				
TS28	Backplate W/Refl Brdr(3 Sec)Alum	25	LF		
	dollars and                      cents per unit				
TS29	Trf Sig Cbl (Ty A)(14 Awg)(5 Condr)	1,385	LF		
	dollars and                      cents per unit				
TS30	Trf Sig Cbl (Ty A)(14 Awg)(7 Condr)	590	LF		
	dollars and                      cents per unit				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
TS31	Trf Sig Cbl (Ty A)(14 Awg)(10 Condr)	1,120	LF		
	dollars and				
TS32	Trf Sig Cbl (Ty A)(14 Awg)(20 Condr)	1,295	LF		
	dollars and				
TS33	Trf Sig Cbl (Ty C)(12 Awg)(2 Condr)	10,500	LF		
	dollars and				
TS34	Aluminum Signs (Ty A)	252	SF		
	dollars and				
TS35	Ins Trf Sig Pl Am(S)1 Arm(28')Lum	1	EA		
	dollars and				
TS36	Ins Trf Sig Pl Am(S)1 Arm(32')Lum	1	EA		
	dollars and				
TS37	Ins Trf Sig Pl Am(S)1 Arm(48')Lum	1	EA		
	dollars and				
TS38	Ins Trf Sig Pl Am(S)1 Arm(60')Lum	1	EA		
	dollars and				
TS39	Ins Trf Sig Pl Am(S)1 Arm(65')Lum	5	EA		
	dollars and				
TS40	Ped Pole Assembly	9	EA		
	dollars and				
TS41	Pedestrian Push Button Pole	1	EA		
	dollars and				
TS42	Ped Detect Push Button (Aps)	28	EA		
	dollars and				
TS43	Ped Detector Controller Unit	3	EA		
	dollars and				
TS44	Vivds Prosr Sys (Install Only)	1	EA		
	dollars and				
TS45	Vivds Cam Assy Fxd Lns	4	EA		
	dollars and				
TS46	Vivds Cabling	415	LF		
	dollars and				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
TS47	Vivds Prosr Sys (Install Only)	1	EA		
	dollars and                      cents per unit				
TS48	Vivds Cam Assy (Install Only)	4	EA		
	dollars and                      cents per unit				
TS49	Bbu System (External Batt Cabinet)	2	EA		
	dollars and                      cents per unit				
TS50	Cctv Field Equipment (Digital)	3	EA		
	dollars and                      cents per unit				
TS51	Cctv Mount (Pole)	3	EA		
	dollars and                      cents per unit				
TS52	Video Imaging And Radar Detector	12	EA		
	dollars and                      cents per unit				
TS53	Vid Image And Radar Com Cable (Coax)	4,130	LF		
	dollars and                      cents per unit				
TS54	Vid Image And Radar Det Processor Sys	3	EA		
	dollars and                      cents per unit				
TS55	Relocate Cctv Field Equipment	1	EA		
	dollars and                      cents per unit				
TS56	Cat 5 Ethernet Cable	1,140	LF		
	dollars and                      cents per unit				
TS57	PEDSAFE Detection System (Furnish and Install)	3	EA		
	dollars and                      cents per unit				
IL01	Condt (Pvc) (Sch 80) (1 1/4")	12,880	LF		
	dollars and                      cents per unit				
IL02	Elec Condr (No.14) Insulated	8,350	LF		
	dollars and                      cents per unit				
IL03	Elec Condr (No.6) Bare	4,325	LF		
	dollars and                      cents per unit				
IL04	Elec Condr (No.6) Insulated	16,360	LF		
	dollars and                      cents per unit				
IL05	ITS Gnd Box (Poly) Ty 1 (243624)	7	EA		
	dollars and                      cents per unit				

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
IL06	Ground Box Ty B (122322)	1	EA		
	dollars and      cents per unit				
IL07	Ground Box Ty B (122322)w/Apron	14	EA		
	dollars and      cents per unit				
IL08	Ground Box Ty C (162911)	2	EA		
	dollars and      cents per unit				
IL09	Elc Srv Ty A 120/240 060(NS)SS(E)PS(U)	2	EA		
	dollars and      cents per unit				
IL10	Luminaire Foundation	19	EA		
	dollars and      cents per unit				
IL11	Single Arm Luminaire Assembly	1	EA		
	dollars and      cents per unit				
IL12	Dual Arm Luminaire Assembly	18	EA		
	dollars and      cents per unit				
			<b>Section TS Subtotal:</b>		\$

**Bid Summary**

DESCRIPTION	TOTAL
<b>Task P Total:</b>	
<b>Task D Total:</b>	
<b>Task U Total:</b>	
<b>Task LA Total:</b>	
<b>Task TS Total:</b>	
<b>Project Total:</b>	

The undersigned hereby declares he has visited the site of the work, and has carefully examined the contract documents relating to the work covered by the above bid. The undersigned further declares that he will work to carry out the above-mentioned work covered by this proposal in strict accordance with the Contract Documents, and the requirements pertaining hereto, for the sums set forth. **The undersigned agrees to commence work within ten (10) days after written Notice to Proceed, or as otherwise outlined in the Notice to Proceed. Contractors proposes to fully complete work on which he has bid within \_\_\_\_\_ working days from the written Notice to Proceed.**

Enclosed with the proposal is satisfactory Bid Security in the form of a Cashier's or Certified Check for:

\_\_\_\_\_ / Dollars (\$ \_\_\_\_\_) or a Bid Bond for the amount of five (5%) percent of the Base Bid.

It is understood that the Bid Security shall be collected and retained by the OWNER as liquidated damages in the event a contract award is made by the OWNER based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within fifteen (15) calendar days from the date he/she is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.

**A Contractor shall be selected based on offering the Best Value to the City; refer to Supplementary Condition of the Contract Documents for additional information.**

Respectfully submitted,

Attested by: \_\_\_\_\_

Name: \_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Print Name and Title)

Company Name and Address:  
\_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
(SEAL)  
*If Bidder is a Corporation*

Receipt is acknowledged of the following addenda.

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

*Note: Do not detach this Proposal from the Contract Documents. Make all entries on these pages in ink and submit complete with any required bond.*

## **SECTION P.2 – STATEMENT OF QUALIFICATIONS**

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### **ARTICLE 1: REQUIREMENTS FOR THE STATEMENT OF QUALIFICATIONS**

- 1.01 The Statement of Qualifications must be submitted and include, as a minimum, the information as described herein. Failure to submit the required information in the Statement of Qualifications may result in the Owner considering the Proposal non-responsive and result in rejection of the Proposal by the Owner. Proposers may be required to provide supplemental information if requested by the Owner to clarify, enhance or supplement the information provided in the Statement of Qualifications.
- 1.02 Proposers must provide the information requested in the Statement of Qualifications using the forms attached to this Section. A copy of these forms can be provided in Microsoft Word to assist with the preparation of the Statement of Qualifications. Information in these forms must be provided completely and in detail. The information in these forms will be used to make direct comparisons with the information provided by other Proposers. Failure to include the information completely and clearly may result in lower scores in the evaluations. Information that cannot be totally incorporated in the form may be included in an appendix to the form. This appendix must be clearly referenced by appendix number in the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or section to which the appended information applies.

### **ARTICLE 2: STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS, EVALUATION CRITERIA, AND WEIGHTING STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS ARE AS FOLLOWS:**

#### **A. Proposer General Information:**

1. The proposer shall complete and submit Table 1 and any needed appendix to the form (See section 1.02 above).

#### **B. Project Organization and Experience and Qualifications of Proposed Key Personnel:**

1. Provide an organizational chart for this Project showing the structure of Proposer's Project team with lines identifying the significant positions which shall include as a minimum the Key Personnel positions and other positions that are responsible for major elements of the Project execution. Significant positions indicated on the organizational chart can have named individuals other than Key Personnel. For those additional individuals, a summary paragraph can be included on these individual's qualifications and experience to describe their Project role and responsibilities. Except for the Key Personnel, it is acceptable for chart to have a position without a named individual. The chart shall indicate the anticipated percentage of each person's time that will be committed to the Project. At a minimum the anticipated percentage of each Key Personnel's time will be provided. Critical support elements of project management and administration, quality control, safety, subcontractor management, etc. shall be identified. Charts and accompanying summary paragraph on other individuals named on the charts will be not subject to the page limit.
2. The Proposer shall complete and submit Table 2 and Table 3. Provide the names of the Key Personnel and Major Subcontractors that will be actively working on this Project in Table 2 and table 3 respectively. Key Personnel include the Project Manager, Project Superintendent, Paving Superintendent, Safety Manager and Quality Control Manager. If one or more of these Key Personnel roles are to be filled by one individual, this information is to be provided with the list of proposed individuals. The Proposer must provide the services of the proposed Key Personnel for the life of the Project as a condition of qualification. Failure to provide the proposed Key Personnel may result in the disqualification of the Proposer and may void the award of the Contract. Key Personnel may only be changed with the prior written consent of the Owner. The Owner reserves the right to request a resume and conduct an interview with the

substitute candidate to demonstrate that he/she is as qualified and experienced as or better than the Key Personnel individual. The Owner also reserves the right to reject the substitute candidate.

3. Provide the resumes (not to exceed one page for each) of proposed Key Personnel with the Statement of Qualifications. The resume shall include:
    - a. Education and formal training credentials
    - b. Technical and managerial experience
    - c. Pertinent work history which describes project experience along with role and responsibilities on those projects
    - d. Information on prior projects that demonstrates experience with similar projects as this Project
  4. Proposers are to include a list of the current project assignments for each of the Key Personnel proposed, the anticipated completion date for these assignments and the percentage of the time they will have available to devote to the City of Mansfield Project. The Project Superintendent must be dedicated to the City of Mansfield Project full time for the duration of the Project.
  5. The Proposer will provide information on past projects where Key Personnel worked together.
- C. Project Resources; Subcontractors and Suppliers; and Safety
1. The Proposer shall complete and submit Table 3.
  2. The Proposer shall complete and submit the Safety Record Questionnaire.

**Table 1 – Proposer General Information**

Proposer doing business as			
Business address of principle office			
Main number			
Website address			
Form of business (check one)	<input type="checkbox"/> A corporation	<input type="checkbox"/> A partnership	<input type="checkbox"/> An individual
<b>If a Corporation</b>			
Date of incorporation			
State of incorporation			
Chief Executive name			
President name			
Secretary name			
Treasurer name			
<b>If a Partnership</b>			
Date of organization			
State whether partnership is general or limited			
<b>If an Individual</b>			
Name			
Business address			
<b>Indicators of Proposers Size</b>			
Average number of current full-time employees		Average estimate of revenue for the current year	
<b>Proposer Regional/Local Office</b>			
Business address of office			
Name of office manager			
Main number			
Website address			
<b>Organization History</b>			
List of names that this Proposer has and currently operates under over the history of the organization, including the names of related companies presently doing business:			
Names of Proposer	From date	To date	
List of companies, firms or organizations that own any part of the Proposal company.			
Name of companies, firms, or organization.			Percent ownership

<b>Construction Experience</b>		
Years' experience in projects similar to the proposed project:		
As a general contractor		
<b>Surety References</b>		
Name:		Telephone (main number):
Mailing address (principal place of business):		Telephone (for notice of claim):
		Local Agent for Surety:
Physical address (principal place of business):		Name: _____
		Address: _____
		_____
		Telephone: _____
Surety is a corporation organized and existing under the laws of the state of: _____.		
Is surety authorized to provide surety bonds in the state of Texas? _____.		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury? _____		
If applicable, Surety A.M. Best rating _____		

**Table 2– Proposed Key Personnel**

Proposer doing business as:	
<b>Experience of Key Personnel</b>	
Provide information on the Key Personnel proposed for this Project that will fill the positions listed below. Provide information for individuals for each of these positions on the pages for each of these Key Personnel.	
Position	Key Personnel
<b>Proposed Project Manager</b>	
<b>Proposed Project Superintendent</b>	
<b>Proposed Project Paving Superintendent</b>	
<b>Proposed Project Safety Manager</b>	
<b>Proposed Project Quality Control Manager</b>	
If Key Personnel are to fulfill more than one of the roles listed above, provide a written narrative describing how much time will be devoted to each function, their qualifications to fulfill each role and the percentage of their time that will be devoted to each role. If the individual is not to be devoted solely to this Project, indicate how time it to be divided between this Project and their other assignments.	

**Table 2– Proposed Key Personnel**  
**Table 2 continued – Proposed Project Manager**

Proposer doing business as			
<b>Primary candidate</b>			
Name of individual			
Percent of time proposed for this project			
Years of experience as project manager			
Years of experience with this proposer			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the named individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate role on project		Candidate role on project	

**Table 2 continued – Proposed Project Superintendent**

Proposer doing business as			
<b>Primary candidate</b>			
Name of individual			
Percent of time proposed for this project			
Years of experience as project superintendent			
Years of experience with this proposer			
Number of similar projects as superintendent			
Number of similar projects in other positions			
<b>Current project assignments</b>			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the named individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate role on project		Candidate role on project	

**Table 2 continued – Proposed Project Paving Superintendent**

Proposer doing business as			
<b>Primary candidate</b>			
Name of individual			
Percent of time proposed for this project			
Years of experience as project superintendent			
Years of experience with this proposer			
Number of similar projects as superintendent			
Number of similar projects in other positions			
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the named individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate role on project		Candidate role on project	

**Table 2 continued – Proposed Safety Manager**

Proposer doing business as			
<b>Primary candidate</b>			
Name of individual			
Percent of time proposed for this project			
Years of experience as safety manager			
Years of experience with this Proposer			
Number of similar projects as safety manager			
Number of similar projects in other positions			
<b>Current project assignments</b>			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the named individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate role on project		Candidate role on project	

**Table 2 continued – Proposed Quality Control Manager**

Proposer doing business as			
<b>Primary candidate</b>			
Name of individual			
Percent of time proposed for this project			
Years of experience as quality control manager			
Years of experience with this proposer			
Number of similar projects as quality control manager			
Number of similar projects in other positions			
Current project assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference contact information (listing names indicates approval to contacting the named individuals as a reference)			
Name		Name	
Title/ position		Title/ position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate role on project		Candidate role on project	

**Table 3.1 – Project Resources and Subcontractors and Suppliers**

What work will the Proposer complete using its own resources?	
What work does the Proposer propose to subcontract on this project?	
<p><b>Estimate of the amount of the Project that will be performed using in-house resources.</b></p> <p>_____ % of the total project value.</p>	<p><b>Estimate of the amount of the Project that will be performed by Subcontractors and Suppliers.</b></p> <p>_____ % of the total project value.</p>

**Continued on next page**



**Table 3.1 – Traffic Signal Subcontractor**

<b>Subcontractor Information</b>	
Company Name	
Address of Office Providing Service	
<b>Construction Experience</b>	
Years of Experience:	
Years of experience in projects similar to the proposed project:	
<p>(This section is optional)</p> <p>Provide narrative information for up to 3 similar projects that have been constructed in the last 5 years. Include name of project, project location, brief project description for the services your company provided, and dollar amount associated with the services.</p> <p>1.</p>          <p>Reference (Contact Name, Phone Number, Email):</p>          <p>2.</p>          <p>Reference (Contact Name, Phone Number, Email):</p>          <p>3.</p>          <p>Reference (Contact Name, Phone Number, Email):</p>	

**Table 3.2 – Landscaping/Irrigation Subcontractor**

<b>Subcontractor Information</b>	
Company Name	
Address of Office Providing Service	
<b>Construction Experience</b>	
Years of Experience:	
Years of experience in projects similar to the proposed project:	
<p>(This section is optional)</p> <p>Provide narrative information for up to 3 similar projects that have been constructed in the last 5 years. Include name of project, project location, brief project description for the services your company provided, and dollar amount associated with the services.</p> <p>1.</p>          <p>Reference (Contact Name, Phone Number, Email):</p>          <p>2.</p>          <p>Reference (Contact Name, Phone Number, Email):</p>          <p>3.</p>          <p>Reference (Contact Name, Phone Number, Email):</p>	

**Table 3.3 – Additional Subcontractor**

<b>Subcontractor Information</b>	
Company Name	
Address of Office Providing Service	
<b>Construction Experience</b>	
Years of Experience:	
Years of experience in projects similar to the proposed project:	
<p>(This section is optional)</p> <p>Provide narrative information for up to 3 similar projects that have been constructed in the last 5 years. Include name of project, project location, brief project description for the services your company provided, and dollar amount associated with the services.</p> <p>1.</p> <p>Reference (Contact Name, Phone Number, Email):</p> <p>2.</p> <p>Reference (Contact Name, Phone Number, Email):</p> <p>3.</p> <p>Reference (Contact Name, Phone Number, Email):</p>	

## **SAFETY RECORD QUESTIONNAIRE**

The Owner desires to consider the safety records of potential contractors prior to awarding a proposal on this contract. The Owner uses the following written definition and criteria for accurately determining the safety record of a proposer prior to awarding a proposal on this contract.

The definition and criteria for determining the safety record of a proposer for this consideration shall be:

The Owner shall consider the safety record of the proposers in determining the responsibility thereof. The Owner may consider any incidence involving worker safety or safety of the public, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the Owner may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the proposer for violations of OSHA regulations within the past three (3) years.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- d. Any other safety related matter deemed by the Owner to be material in determining the responsibility of the proposer and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of proposer and the public.

In order to obtain proper information from proposers so that the Owner may consider the safety records of potential contractors prior to awarding a proposal on this contract, the Owner requires that proposers answer the following four (4) questions and submit them with their proposals:

### **QUESTION ONE**

Has the proposer, or the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the proposer has indicated YES for question number one above, the proposer must provide to City of Mansfield, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

**QUESTION TWO**

Has the proposer, or the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the proposer has indicated YES for question number two above, the proposer must provide to City of Mansfield, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

**QUESTION THREE**

Has the proposer, or the firm, corporation, partnership, or institution represented by proposer, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years of a criminal offense which resulted in serious bodily injury or death?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the proposer has indicated YES for question number three above, the proposer must provide to City of Mansfield, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

**QUESTION FOUR**

Provide your company's Experience Modification Rate, as stated by your insurer, for the past three years and supporting information:

2025 \_\_\_\_\_

2024 \_\_\_\_\_

2023 \_\_\_\_\_

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TARRANT

I certify that I have made no willful misrepresentations in this Questionnaire, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **SECTION P.3 – STATEMENT OF SIMILAR PROJECT EXPERIENCE**

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### **ARTICLE 1: REQUIREMENTS FOR THE STATEMENT OF SIMILAR PROJECT EXPERIENCE**

- 1.01 The Statement of Similar Project Experience must be submitted and include, as a minimum, the information as described herein. Failure to submit the required information in the Statement of Similar Project Experience may result in the Owner considering the Proposal non-responsive and result in rejection of the Proposal by the Owner. Proposers may be required to provide supplemental information if requested by the Owner to clarify, enhance, or supplement the information provided in the Statement of Similar Project Experience.
- 1.02 Proposers must provide the information requested in the Statement of Similar Project Experience using the forms attached to this Section. A copy of these forms can be provided in Microsoft Word to assist with the preparation of the Statement of Similar Project Experience. Information in these forms must be provided completely and in detail. The information in these forms will be used to make direct comparisons with the information provided by other Proposers. Failure to include the information completely and clearly may result in lower scores in the evaluations. Information that cannot be totally incorporated in the form may be included in an appendix to the form. This appendix must be clearly referenced by appendix number in the form, and the appended material must include the appendix number on every sheet of the appendix. The appendix must include only the information that responds to the question or section to which the appended information applies.

### **ARTICLE 2: STATEMENT OF SIMILAR PROJECT EXPERIENCE SUBMITTAL REQUIREMENTS, EVALUATION CRITERIA AND WEIGHTING STATEMENT OF SIMILAR PROJECT EXPERIENCE SUBMITTAL REQUIREMENTS ARE AS FOLLOWS:**

A minimum of five (5) Similar Projects must be provided for each category listed under the definition of Similar Project.

Similar Projects are defined as:

- I. Major Arterial Thoroughfare Reconstruction in a Developed Corridor
- II. Asphalt Paving Improvements
- III. Traffic Signal Improvements
- IV. Enhanced Landscaping in a Developed Corridor

Projects included must have been completed within the last five (5) years.

A single project may be used to represent experience with multiple categories if it involved more than one of the categories.

Proposers shall complete and submit Table 1 for each Similar Project, a minimum of five (5) is required. The involvement of the Key Personnel and/or Subcontractors in these projects shall be identified and highlighted with a minimum of project position/title and responsibilities.

The Proposer will submit Similar Project descriptive narratives which describes lessons learned from previous project experiences that would benefit this Project in the areas of: minimization of disruption and inconveniences of construction to the public and delivering projects at or under owner's budgets. This narrative is not to exceed one page in length per Similar Project.

**Table 1 – Project Information for Similar Projects**

Project owner		Project name				
General description of project and how this project meets the definition of similar project (include any lessons learned if applicable to this SOQ)						
Project Budget and Schedule Performance						
Budget history			Schedule performance			
	Amount	% of Bid Amount		Date	Days	
Bid			Notice to Proceed			
Change orders			Contract Substantial Completion date at Notice to Proceed			
Owner enhancements			Contract final completion date at Notice to Proceed			
Unforeseen conditions			Change Order authorized Substantial Completion date			
Design issues			Change Order authorized final completion date			
Total			Actual / estimated Substantial Completion date			
Final cost			Actual / estimated final completion date			
Key Project Personnel						
<b>Identify with an asterisk (*) individuals that are Key Personnel for the proposed Project</b>		Project Manager	Project Superintendent	Paving Superintendent	Safety Manager	Quality Control Manager
Name						
Percentage of time devoted to the project.						
Proposed for this project.						
Did Individual start and complete the project?						
If not, who started or completed the project in their place.						
Reason for change.						
Major Subcontractors						
<b>Identify with an asterisk (*) individuals that are Key Personnel for the proposed Project</b>		Traffic Signal		Landscape/Irrigation		Other
Name						
Proposed for this project.						
Percentage of Contract						
Reference contact information (listing names indicates approval to contacting the named individuals as a reference)						
	Name	Title/ position	Organization	Telephone	Email	
Owner						
Designer						
Construction Manager						
Surety						

## **SECTION P.4 – DETAILED SCHEDULE AND COMMUNICATION PLAN**

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### **ARTICLE 1: DETAILED SCHEDULE (20)**

- 1.01 Proposer shall provide a detailed schedule which includes milestones, phasing, and critical path. In addition to the detailed schedule, Table 1 must be completed.
- 1.02 Table 1 – Construction Time Summary Table
- a. Proposer shall provide the number of working days from Notice to proceed to open to all traffic, total contract calendar days, to construction of E Broad St & SB SH360 Frontage Rd Intersection, and length of SB closure for the Cannon Drive S construction. The Contractor shall also fill in the Time of Completion portion of the Proposal Price Summary page. The number of days provided by the Proposer on Table 1 and the Proposal Price Summary page shall match.  
  
For both Table 1 and the Proposal Price Summary page, the maximum allowable contract duration (from NTP) is 480 Working Days. The number of contract working days provided by the Proposer on Table 1 and the Proposal Price Summary page may total to be the same or less than 480 Working Days.  
  
Proposed Construction times will be taken into account for the scoring of Criteria IV.
  - b. The number of days provided will become the contract days in the Standard Agreement when executed.
  - c. Failure to complete Table 1 will result in the disqualification of the Proposer and may void the award of the Contract.

### **ARTICLE 2: COMMUNICATION PLAN (5)**

- 2.01 The intent of the provided construction narrative, phasing map, traffic control plan sheets, and detour sheets is to communicate allowable closures, detours, and phasing.
- 2.02 The proposer shall provide a comprehensive communication plan detailing the traffic control measures, which demonstrates their capability to maintain normal traffic flow and ensure timely project completion. The communication plan should address, but is not limited to, the following key aspects:
- a. Identifying opportunities to reduce construction time and/or costs.
  - b. Effectively managing traffic and business access while minimizing disruptions for drivers.
  - c. Submitting monthly progress reports to the city.
  - d. Ensuring clear and consistent communication with city project manager, residents, businesses, and local traffic.

(Contractor to provide detailed schedule and written plan.)

**Table 1 – Construction Time Summary Table**

<b>Construction Time Summary Table</b>	
<b>Construction Milestones</b>	<b>Number of Working Days</b>
Number of Working Days from NTP to Open to Traffic	
Total Number of Contract Working Days (Not to Exceed 480)	
Total Working Days of SB Closure for Cannon Drive S (Phase 5)	

**Table 2 – Overall Scoring Summary Table**

<b>Overall Scoring Summary Table</b>	
<b>Evaluation Criteria Description</b>	<b>Weighted Points</b>
Number of Days from NTP to Open to Traffic	<b>12</b>
Total Working Days of SB Closure for Cannon Drive S (Phase 5)	<b>5</b>
Total Number of Contract Working Days (Not to Exceed 480)	<b>3</b>
Manage traffic and business access to minimize disruptions	<b>2</b>
Maintain clear communication and submit regular progress reports to the city	<b>2</b>
Identify ways to reduce construction time and costs	<b>1</b>
<b>Total:</b>	<b>25</b>

Baseline schedule points shall be based on total project duration submitted by Proposers. The shortest project duration submitted by Proposers. The shortest project duration determines the baseline and earns a maximum of twelve (12) points. All remaining Proposers' project schedules will earn points based on a percentage relative to the baseline:

$$\text{Points Assigned} = 12 \times \left( 1 - \left( \frac{\text{Months Above Shortest Schedule Duration}}{\text{Shortest Scheduled Duration}} \right) \right)$$

**SECTION A**

**AGREEMENT**

**SECTION A**  
**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026 by and between the City of Mansfield (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

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

**PAVING, DRAINAGE, WATER, LANDSCAPE, & TRAFFIC SIGNAL  
IMPROVEMENTS**

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

**EAST BROAD STREET FROM MANSFIELD HIGH SCHOOL TO N HOLLAND ROAD**

**Article 2. ENGINEER.**

The project has been designed by Kimley-Horn Associates, Inc. who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assumes all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

3.1. The Work shall be completed and ready for final payment in accordance with paragraphs 15.06 of the General Conditions within { **WORKING DAYS**} from the date indicated in the Notice to Proceed or when the Contract Time commences to run as provided in Paragraph 4.01 of the General Conditions.

## **SECTION A - AGREEMENT**

3.2. **Liquidated Damages.** OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 11.05 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each working day that expires after the time specified in paragraph 3.1 when the Work is approved and ready for final payment.

### **Article 4. CONTRACT PRICE.**

4.1. OWNER shall pay CONTRACTOR for completion of the Work on a Unit Price Work Basis in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of which (\$\_\_\_\_\_).

### **Article 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment, on or about the thirtieth (30th) day of each month during construction. All progress payments will be on the basis of unit prices stated in the proposal and the completed units of work as determined by OWNER minus five percent (5%) retainage to be held by OWNER until final payment but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, or OWNER may withhold, in accordance with Section 15.01 of the General Conditions.

5.2. **Final Payment.** Upon completion and acceptance of the Work in accordance with Sections 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Section 15.06.

## **SECTION A - AGREEMENT**

### **Article 6. INTEREST.**

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

### **Article 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. **CONTRACTOR** has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, laws, and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. **CONTRACTOR** has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents and accepts the determination set forth in Section 5.03 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. **CONTRACTOR** has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 5 of the General Conditions.

## SECTION A - AGREEMENT

7.5. **CONTRACTOR** has correlated the results of all such observations, examinations, investigations, exploration, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. **CONTRACTOR** has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7. **Statutory Provisions Applicable to State Political Subdivisions.** As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, **CONTRACTOR** is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, **CONTRACTOR** verifies that it does not, nor will it, "boycott Israel" through the term of this Contract. As required by Chapter 2274 of the Code, and as such terms are defined therein, **CONTRACTOR** hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Contract. As required by Chapter 2274 of the Code, and as such terms are defined therein, **CONTRACTOR** hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade association through the term of this Contract. As required by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, **CONTRACTOR** is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." **CONTRACTOR** is headquartered in [City, State]. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

### **Article 8. CONTRACT DOCUMENTS.**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1. This Agreement (pages 1 to 6, inclusive).
- 8.2. Notice of Award.
- 8.3. CONTRACTOR'S Proposal (pages 1 to \_\_, inclusive).

## **SECTION A - AGREEMENT**

- 8.4. General Conditions (pages 1 to 65 inclusive).
- 8.5. Supplementary Conditions (pages 1 to 7, inclusive).
- 8.6. General Requirements (pages 1 to \_\_, inclusive).
- 8.7. Specifications bearing the title "NCTCOG Standard Specifications for Public Works Construction" and consisting of divisions 2-8, as listed in the Table of Contents thereof. A set of specifications is not attached to the signed Contract Documents but may be obtained from the North Central Texas Council Of Governments.
- 8.8. Drawings, consisting of a cover sheet bearing the title "PROPOSED IMPROVEMENTS TO EAST BROAD STREET", and Standard Construction Details of the City of Mansfield. A set of drawings is not attached to the signed Contract Documents but may be obtained from the Engineer.
- 8.9. Performance and Payment Bonds, identified as Section PB and consisting of 4 pages.
- 8.10. Maintenance Bond, identified as Section MB and consisting of 3 pages.

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.

### **Article 9. MISCELLANEOUS**

- 9.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**SECTION A - AGREEMENT**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed five copies of this Agreement. Three counterparts have been delivered to OWNER and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

OWNER

CONTRACTOR

CITY OF MANSFIELD

By \_\_\_\_\_  
City Manager or his/her designee

By \_\_\_\_\_

(Corporate Seal)

(Corporate Seal)

Attest \_\_\_\_\_  
Susana Marin, City Secretary

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

1200 East Broad Street  
Mansfield, Texas 76063

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

List name of person to whose attention notices are to be sent:

\_\_\_\_\_  
(If CONTRACTOR is a corporation attach evidence of authority to sign.)

Approved as to Form Only/Not Content

\_\_\_\_\_  
City Attorney Date

**SECTION PB**

**PERFORMANCE & PAYMENT BONDS**

**PERFORMANCE BOND**

**BOND NO.** \_\_\_\_\_

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

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Mansfield (hereinafter referred to as "Owner") in the penal sum of

\_\_\_\_\_ for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_, 2026, to construct PROPOSED IMPROVEMENTS TO EAST BROAD STREET FROM MANSFIELD HIGH SCHOOL TO N HOLLAND ROAD which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, Public Work Performance and Payment Bonds, as amended, and Chapter 53.201 of the Texas Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

**IN WITNESS WHEREOF**, the said Principal and surety have signed and sealed this instrument on this the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**PRINCIPAL**

\_\_\_\_\_  
**SURETY**

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**PAYMENT BOND**

**BOND NO.** \_\_\_\_\_

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

**KNOW ALL MEN BY THESE PRESENTS:**

**That** \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Mansfield (hereinafter referred to as "Owner") in the penal sum of

\_\_\_\_\_ for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_, 2026, to construct PROPOSED IMPROVEMENTS TO EAST BROAD STREET FROM MANSFIELD HIGH SCHOOL TO N HOLLAND ROAD which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE**, the condition of this obligation is such, that if the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract and for the use of each claimant, and that conversely should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, Public Work Performance and Payment Bonds, as amended, and Chapter 53.201 of the Texas Property Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same,

shall in any affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

**IN WITNESS WHEREOF**, the said Principal and surety have signed and sealed this instrument on this the \_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**PRINCIPAL**

\_\_\_\_\_  
**SURETY**

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**SECTION MB**

**MAINTENANCE BOND**

**MAINTENANCE BOND**

**BOND NO.** \_\_\_\_\_

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

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT**, \_\_\_\_\_, hereinafter called CONTRACTOR, as principal, and \_\_\_\_\_, a corporation organized under the laws of the State of Texas, as surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Mansfield, a municipal Corporation, chartered by virtue of the Constitution and Laws of the State of Texas, at Mansfield, in Tarrant County, Texas, the sum of

\_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made unto said City of Mansfield and its successors, said CONTRACTOR and surety do hereby bind themselves, their heirs, executors, administrators, assigns and successors, jointly and severally.

This obligation is conditioned, however; that,

**WHEREAS**, said CONTRACTOR has this day entered into a written Contract with the City of Mansfield, Texas, the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2026, a copy of which is attached hereto and made a part hereof, PROPOSED IMPROVEMENTS TO EAST BROAD STREET FROM MANSFIELD HIGH SCHOOL TO N HOLLAND ROAD which this contract is hereby referred to and made a part hereof as fully and to the same extent as if copied verbatim herein, such project and construction in the City of Mansfield, together with the necessary grading and excavation, which Contract and Specifications therein mentioned adopted by the City are expressly made a part hereof, as though written herein in full; and,

**WHEREAS**, in said Contract, CONTRACTOR binds itself to use such materials and to so construct the work that it will remain in good repair and conditions for and during the period of two (2) years after the date of final acceptance of the work by the City, and,

**WHEREAS**, said CONTRACTOR binds itself to maintain said work in good repair and condition for said term of two (2) years; and,

**WHEREAS**, said CONTRACTOR binds itself to repair or reconstruct the work in whole or in part at anytime within said period, if in the opinion of the City ENGINEER in the City of Mansfield, it be necessary; and,

**WHEREAS**, said CONTRACTOR binds itself, upon receiving notice of the need thereof to repair or reconstruct said work as herein provided.

**NOW, THEREFORE**, if said CONTRACTOR shall keep and perform its said agreement to maintain, repair or reconstruct said work in accordance with all the terms and conditions of said Contract, these presents shall be null and void, and have no force or effect. Otherwise, this Bond shall be and remain in full force and effect, and said City shall have and recover from the said CONTRACTOR and its surety damages in the premises as prescribed by said Contract.

This obligation shall be a continuing one and successive recoveries may be had hereon for successive breaches until the full amount hereof is exhausted.

**IN WITNESS WHEREOF,** \_\_\_\_\_ has caused these presents to be executed in five counterparts by its authorized \_\_\_\_\_ and said \_\_\_\_\_ has caused these presents to be executed in five counterparts by its Attorney In Fact and attested by its corporate seal, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**CONTRACTOR**

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

\_\_\_\_\_  
**SURETY**

**By:** \_\_\_\_\_  
**ATTORNEY IN FACT**

**WITNESS:**  
  
\_\_\_\_\_

**(SEAL)**

**SECTION CI**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

## **SECTION GC**

### **GENERAL CONDITIONS**



## License Agreement

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  2. This License Agreement applies to the attached document only. Other licensing terms and instructions may apply to other EJCDC documents.
  3. The Engineers Joint Contract Documents Committee ("EJCDC") provides EJCDC Design and Construction Related Documents (including but not limited to the EJCDC document that is attached, and all other documents in the EJCDC Construction Series, Engineering Series, Design-Build Series, Remediation Series, Procurement Series, and Narrative Series) and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from EJCDC Design and Construction Related Documents.
  4. You acknowledge that you understand that the text of the EJCDC Design and Construction Related Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.
  5. Make sure that you have the correct word processing software for the attached EJCDC document, which is distributed in Microsoft Word (.doc) format.
  6. EJCDC allows the end user wide discretion in using and editing the attached document, subject to the provisions of the License Agreement. You are advised, however, that EJCDC documents contain numeric and other cross-references, and that changes to one part of the document may affect other parts. It is solely your responsibility to assure the adequacy and consistency of the final document for your purposes.
1. Although EJCDC has made reasonable efforts to achieve uniformity of formatting, some document controls (e.g., bold, underline, font size, indentation, numbering, pagination, table of contents) may be affected by software versioning and translators, user settings, changes during editing, and other factors, and may require user intervention to restore intended format and appearance.
  2. The term "Standard EJCDC Text" for the attached document generally refers to all text prepared by EJCDC in the main body of the document, and does not include covers, logos, footers, instructions, license agreement, copyright notices, Notes to Users, or text options. The content of document exhibits (if any) is not Standard EJCDC Text for this purpose.
  2. If you do not alter the Standard EJCDC Text of the attached document, you may use it as published, with all EJCDC logos, footers, and copyright notices retained.
  3. If you modify the Standard EJCDC Text of the attached document, you must follow the following instructions that address if, when, and how to show the changes to other parties.
  4. During the drafting or negotiating process for the document, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus if a draft of the document purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
  5. As between contracting parties, once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The parties may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.
  6. If the attached document is revised or altered and then presented to others (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a

### How to Use This Document:

version that shows the changes.

7. The attached EJCDC document may contain "Notes to User," bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
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10. The License Agreement typically is removed when a document is being prepared for use on a specific project. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process. The terms of the License Agreement remain in effect regardless of whether it has been removed or remains attached to the document.
11. When a document is being prepared for use on a specific project, some users remove the EJCDC front cover page, and the "inside front cover page" containing specific information regarding the EJCDC sponsoring organizations. Such removal is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with highlighting, redline/strikeout, or other means of tracking changes, at any point in the drafting process.
12. As purchaser of the attached document, you may choose to use it as the basis or platform for creating purchaser's own custom version. In such case you must remove all EJCDC logos, footers, and other items that might create the false impression that the document remains an EJCDC standard document, and the requirements regarding the need to show additions and deletions to the Standard EJCDC Text no longer apply. Note, however, that the copyright requirements of the License Agreement continue to apply.
13. A purchaser may choose to select clauses or sections of the attached document for inclusion in other non-EJCDC documents. When this occurs, do not use any EJCDC logos, footers, or other items that would imply that the receiving document is an EJCDC document. Note, however, that the copyright requirements of the License Agreement continue to apply.

Limited License:

As purchaser, you have a limited nonexclusive license to:

1. Use the attached EJCDC document on any number of machines owned, leased, or rented by your company or organization.
2. Use the attached EJCDC document for bona fide contractual and project purposes. Such purposes expressly include controlled distribution to bona fide bidders and proposers, either through direct transmittal in printed or electronic format or posting on a website or other electronic distribution point to which access is limited to bona fide bidders and proposers or others having direct interest in the contract or project.
3. Copy the attached EJCDC document into any machine-readable or printed form for backup or modification purposes in support of your use of the document.

You further agree:

1. To comply with all terms, conditions, and instructions in this License Agreement.
2. That all proprietary and intellectual property rights in the attached EJCDC document and all other EJCDC Design and Construction Related Documents are and shall remain the property of EJCDC and its sponsoring organizations.

3. To include the appropriate EJCDC copyright notice (selected from the versions below) on any copy, modified or finalized version, or portion of the attached EJCDC document. For this document, at a minimum one of the following EJCDC copyright notices must appear in a prominent location:

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## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

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

### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

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

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

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

### 4.03 *Reference Points*

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

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

## 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

## 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### 7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

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

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

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

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

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

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

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

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

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

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## ARTICLE 8 – OTHER WORK AT THE SITE

### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 8.02 *Coordination*

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

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

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

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### 9.03 *Furnish Data*

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

### 9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### 9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### 9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

#### 10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

#### 10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

#### 10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

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

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

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

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

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

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

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

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *Giving Notice*

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

### 18.02 *Computation of Times*

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

### 18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

**SECTION SC**

**SUPPLEMENTARY CONDITIONS**

## **SECTION SC**

### **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

#### **NUMERICAL DESIGNATIONS OF THE FOLLOWING SECTIONS CORRELATE TO THE AMENDED SECTIONS OF THE GENERAL CONDITIONS.**

##### **1.01 DEFINED TERMS**

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. C-700, 2013 ed.) have the meanings assigned to them in the General Conditions unless specifically defined in these Supplementary Conditions.

Working Day – A working day is any calendar day except for the following:

- 1) Saturday or Sunday or any day designated as a holiday by the City of Mansfield.
- 2) Any day in which weather or conditions not under control of the CONTRACTOR prevents construction of the work for a period of at least six (6) hours between 8:00 a.m. and 5:00 p.m. In these Contract Documents the term day refers to a calendar day unless specifically termed a working day.

##### **2.05 INITIAL ACCEPTANCE OF SCHEDULES**

Delete Paragraph 2.05.A of the General Conditions in its entirety and insert the following in its place:

“The ENGINEER may give final approval to schedules as submitted in accordance with Section 2.03 of the General Conditions or as determined in the Preconstruction Conference without convening a separate conference for that purpose, and will so notify the CONTRACTOR.”

##### **3.01.B INTENT**

Add the following language to Paragraph 3.01.B of the General Conditions:

“In the event there are any conflicts between the plans, the specifications or other Contract Documents the priority of interpretation will be as follows: Signed Contract Agreement, bonds, CONTRACTOR’S Proposal, Project Drawings or

## **SECTION SC - SUPPLEMENTARY CONDITIONS**

Plans, Supplementary Conditions, General Conditions, Project Specifications, Referenced Specifications.”

### **4.01.A COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED**

Delete Paragraph 4.01.A of the General Conditions in its entirety and insert the following in its place:

“Commencement of Contract Time shall begin on the date indicated in the Notice to Proceed. OWNER may issue a Notice to Proceed at any time suitable to OWNER. The date indicated in the Notice to Proceed will be determined prior to executing the agreement.”

### **4.03 REFERENCE POINTS**

Add Paragraph 4.03.B to the General Conditions to read as follows:

“Project horizontal and vertical control along the line and grade stakes shall be provided once by the OWNER through his Surveyor. The CONTRACTOR shall be responsible for protecting and preserving all stakes thus set, and any additional staking shall be at the CONTRACTOR’S expense. The ENGINEER shall be notified at least 48 hours in advance of the need for construction staking.”

### **5.03.A SUBSURFACE AND PHYSICAL CONDITIONS**

Modify the first sentence in Paragraph 5.03.A to read:

“Reports and Drawings: The Contract Documents identify:”

### **6.01 PERFORMANCE, PAYMENT AND OTHER BONDS**

Add the following language at the end of Paragraph 6.01.A of the General Conditions:

“All Bonds shall be in accordance with the provisions of Chapter 2253 of the Texas Government Code, as amended.

Performance and Payments Bonds shall be furnished in favor of the OWNER for one hundred percent (100%) of the Contract Price. A Maintenance Bond shall be furnished in the amount of one hundred percent (100%) of the Contract Price in favor of the OWNER for a period of two (2) years and shall be executed by an approved surety company authorized to do business in the State of Texas.”

### **6.02 INSURANCE—GENERAL PROVISIONS**

Add the following language to the end of Paragraph 6.02.C of the General Conditions:

## SECTION SC - SUPPLEMENTARY CONDITIONS

“CONTRACTOR shall name the City of Mansfield as additional insured under CONTRACTOR’S general liability policy. The commercial liability insurance form and policy may be used in lieu of comprehensive general liability form. The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by laws and regulations.”

### 6.03 CONTRACTOR’S INSURANCE

Delete Section 6.03 of the General Conditions in its entirety and insert the following in its place:

“A. Contractor shall purchase the following types of insurance with the following limits:

*Worker’s Compensation:*

- |     |   |           |
|-----|---|-----------|
| (1) | State:                                    | Statutory |
| (2) | Applicable Federal (e.g., Longshoremen’s) | Statutory |
| (3) | Employer’s Liability:                     | \$100,000 |

*Comprehensive General Liability:*

- (1) Bodily Injury (including completed operations and products liability):

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate

- (2) Property Damage:

\$500,000	Each Occurrence
\$1,000,000	Annual Aggregate
or a combine single limit of	\$1,000,000

- (3) Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverage where applicable.

- (4) Personal Injury, with employment exclusion deleted.

\$1,000,000	Annual Aggregate
-------------	------------------

*Comprehensive Automobile Liability:*

- (1) Bodily Injury:

## SECTION SC - SUPPLEMENTARY CONDITIONS

\$1,000,000	Each Person
\$1,000,000	Each Occurrence

(2) Property Damage:

\$500,000	Each Occurrence
or combined single limit of	\$1,000,000

“Umbrella” Excess Liability:

\$2,000,000 combined limit, bodily injury and property damage.

B. The contractual liability shall provide coverage for not less than the following amounts:

Bodily Injury:

\$1,000,000	Each Occurrence
-------------	-----------------

Property Damage:

\$500,000	Each Occurrence
\$500,000	Annual Aggregate

### 6.05 PROPERTY INSURANCE

Add the following language to the end of Paragraph 6.05.A of the General Conditions:

“OWNER will not obtain Insurance. The contractor must provide insurance covering the losses described in the General Conditions for all work in place and materials on hand when such portions of the work are to be included in an application for payment.”

### 7.09 TAXES

Add the following language at the end of Paragraph 7.09.A of the General Conditions:

“This contract is issued by an organization which qualifies for sales, excise and use tax exemption pursuant to the provisions of V.T.C.A., Tax Code, Section 151.309 Governmental Entities. CONTRACTOR may purchase all materials and equipment to be incorporated into the finished work by issuing to his supplier an exemption certificate in lieu of the sales tax. However, in accordance with the provisions of 1HB 11, CONTRACTOR must pay sales tax on equipment rental, and materials and supplies which are purchased but not incorporated into the finished project.”

## SECTION SC - SUPPLEMENTARY CONDITIONS

### 7.18 INDEMNIFICATION

Delete Section 7.18 of the General Conditions and insert the following in its place:

**“CONTRACTOR ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD OWNER, OWNER’S AGENTS, EMPLOYEES, REPRESENTATIVES AND INSURERS HARMLESS FROM, ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, ATTORNEYS’ FEES, LITIGATION EXPENSES, CAUSES OF ACTION, DEMANDS, LOSSES AND/OR DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY INCIDENTAL TO THE PERFORMANCE OF WORK OR SERVICES UNDER THIS CONTRACT BY CONTRACTOR, CONTRACTOR’S EMPLOYEES, AGENTS, REPRESENTATIVES AND INDEPENDENT CONTRACTORS. THIS PROVISION APPLIES WITH FULL FORCE AND EFFECT FOR ANY AND ALL CLAIMS, DEMANDS, ALLEGATIONS OR ACTIONS FOUNDED IN WHOLE OR IN PART FROM THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACTS, OF OWNER, OWNER’S AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS, AS WELL AS CONTRACTOR, CONTRACTOR’S AGENTS, EMPLOYEES, REPRESENTATIVES AND INDEPENDENT CONTRACTORS. THIS INDEMNITY PROVISION IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTIONS, DEMENDS, LOSSES, AND/OR WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CAUSES OR ACTION AND DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, STRICT LIABILITY, STRICT PRODUCTS LIABILITY AND PRODUCTS LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW PUNITIVE AND/OR MULTIPLIED DAMAGES, WORKERS’ COMPENSATION CLAIMS, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, WRONGFUL DISCHARGE, FEDERAL AND STATE CIVIL RIGHTS CLIAAMS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-COMSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS, CAUSES OF ACTION OR DEMANDS, WHEREBY ANY LOSS IS SOUGHT AND/OR INCURRED AND/OR PAYABLE BY OWNER, OWNER’S AGENTS, EMPLOYEES, REPRESENTATIVES, AND/OR INSURERS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES TO THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS**

## SECTION SC - SUPPLEMENTARY CONDITIONS

NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST CONTRACTOR, CONTRACTOR'S AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS. CONTRACTOR HAS READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION AND THE INDIVIDUAL SIGNING THIS CONTRACT ON BEHALF OF CONTRACTOR HAS FULL AUTHORITY TO BIND CONTRACTOR TO THIS CONTRACT AND THIS INDEMNITY PROVISION CONTAINED HEREIN. IT IS FURTHER RECOGNIZED AND AGREED THAT, SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/OR UNENFORCEABLE, IT SHALL NOT EFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

CONTRACTOR AGREES TO MAINTAIN AT CONTRACTOR'S SOLE COST AND EXPENSE, INSURANCE OF ANY AND ALL TYPE AND WITH MINIMUM LIMITS AS FOLLOWS, AND FURNISH CERTIFICATES TO OWNER EVIDENCING SUCH INSURANCE WITH INSURERS ACCEPTABLE TO OWNER:

ALL INSURANCE COVERAGES CARRIED BY THE CONTRACTOR'S, WHETHER OR NOT REQUIRED HEREBY, SHALL EXTEND TO AND PROTECT OWNER, OWNER'S AGENTS, EMPLOYEES, REPRESENTATIVES, AND INDEPENDENT CONTRACTORS, TO THE FULL EXTENT OF SUCH COVERAGES AND CONTRACTOR AGREES TO NAME OWNER AS AN ADDITIONAL INSURED UNDER EACH SUCH INSURANCE COVERAGE. SAID INSURANCE SHALL APPLY TO ANY AND ALL LIABILITY OF THE CONTRACTOR, CONTRACTOR'S AGENTS, REPRESENTATIVES, EMPLOYEES, AND/OR INDEPENDENT CONTRACTORS, ARISING FROM THE INDEMNITY PROVISION IN THIS SECTION.

HOWEVER, LIABILITY OF THE CONTRACTOR, AS PROVIDED IN THIS SECTION SHALL NOT BE LIMITED BY THE INSURANCE COVERAGE REQUIRED OF CONTRACTOR IN THIS PROVISION."

### 13.03 UNIT PRICE WORK

Add the following Paragraph to Section 13.03 of the General Conditions:

- "F. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment if the total cost of a particular item of Unit Price work amounts to 5% or more of the Contract Price and the variation in the contract price differs by more than 20% from the initial contract prices established on the effective date of the Agreement. CONTRACTOR or

## **SECTION SC - SUPPLEMENTARY CONDITIONS**

OWNER may make a claim for a change in the Contract Price in accordance with Article 11 of the General Conditions if the parties are unable to agree as to the amount of adjustment.”

### **15.01        PROGRESS PAYMENTS**

Revise the beginning of the first sentence of Paragraph 15.01.B.1 of the General Conditions to read as follows:

“At least thirty (30) days before each progress payment...”

## **SECTION GR**

### **GENERAL REQUIREMENTS**

## SECTION GR - GENERAL REQUIREMENTS

### SECTION GR GENERAL REQUIREMENTS

#### 1. ABBREVIATIONS

Whenever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, proposal or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as shown below.

AASHTO	American Association of State Highway and Transportation Officials
Ac.	Acres
ANSI	American National Standards Institute
ASA	American Standards Association
Asph.	Asphalt
ASTM	American Society for Testing and Materials
ATMOS	ATMOS Energy
AT&T	American Telephone & Telegraph Company
Ave.	Avenue
AWS	American Welding Society
AWWA	American Water Works Associations
B/B	Back-of-curb to Back-of-curb
Bldg.	Building
Blvd.	Boulevard
CH	Chord of Curve
CI	Cast Iron
CL	Centerline
CMP	Corrugated Metal Pipe
CO	Cleanout
Conc.	Concrete
Cond.	Conduit
Const.	Construct
Corr.	Corrugated
Cr.	Circle
Ct.	Court
Cu.	Cubic
Culv.	Culvert
CY	Cubic yard
Dia.	Diameter
Dr.	Driveway or Drive
Elev.	Elevation
Esmt.	Easement
Exist. Or EX.	Existing

## SECTION GR - GENERAL REQUIREMENTS

F	Fahrenheit
F/F	Face-of-curb to Face-of-curb
FH	Fire Hydrant
FL	Flowline
Ft. or ‘	Foot or Feet
Gal.	Gallon
GV	Gate Valve
Hdwl.	Headwall
HP	Horsepower
Hr.	Hour
ID	Inside Diameter
In. or “	Inch or Inches
L	Length of Curve
Lat.	Lateral
Lb.	Pound
LF	Linear Foot or Feet
Ln	Linear
Ln.	Lane
Max.	Maximum
MH	Manhole
Min.	Minimum
Mono.	Monolithic
NCTCOG	North Central Texas Council of Governments
No.	Number
OD	Outside Diameter
ONCOR	Oncor Electric Delivery
%	Percent
PC	Point of Curvature
PCC	Point of Compound Curvature
PI	Plasticity Index or Point of Intersection
PRC	Point of Reverse Curvature
PSI	Pounds per Square Inch
PT	Point of Tangency
PVC	Polyvinyl Chloride or Point of Vertical Curvature
PVT	Point of Vertical Tangency
R	Radius
RCCP	Reinforced Concrete Cylinder Pipe
RCP	Reinforced Concrete Pipe
Reinf.	Reinforced or Reinforcing
Rem.	Remove
Rep.	Replace
Ret.	Retaining
R/W, R-of-W, or R.O.W.	Right-of-Way
Sani, or San.	Sanitary
Sec.	Second
SD	Storm Drain

## SECTION GR - GENERAL REQUIREMENTS

SS	Sanitary Sewer
Sq.	Square
St.	Street or Storm
Sta.	Station
Std.	Standard
SY	Square Yard
T	Tangent Length of Curve
Tr.	Terrace
T.X.D.O.T.	Texas Department of Transportation
UE	Underground Electric Cable
U.C.E.S.	United Cooperative Electric Services
U.P.R.R.	Union Pacific Railroad
UT	Underground Telephone Cable
VC	Vertical Curve
VCP	Vitrified Clay Pipe
Vert.	Vertical
Vol.	Volume
VPI	Vertical Point of Intersection
W.L.	Water Line
Yd.	Yard

## 2. SUBMITTALS

Within fifteen days after the CONTRACTOR receives a Notice of Award the CONTRACTOR will submit the following schedules in accordance with Section 2 of the General Conditions.

1. An estimated progress schedule showing the estimated starting and completion times, in days, from Notice to Proceed for the major components of the work. Show time for cleanup, testing and inspection on the schedule.
2. If the CONTRACTOR anticipates requesting partial payment for any incomplete lump sum items, submit a schedule showing the values of the various stages of construction for that item. The unit prices in the proposal will serve as the schedule of values used to determine partial payments.
3. Traffic control and sequence of construction plan details.

## **SECTION GR - GENERAL REQUIREMENTS**

### **3. TESTING**

Paving subgrade testing, trench backfill testing and concrete strength testing shall be provided by the OWNER. The first test shall be at the OWNER'S expense. Retests due to original test failure shall be at the CONTRACTOR'S expense. All other testing required shall be provided by the CONTRACTOR. Pavement coring to verify proper thickness as required by the City of Mansfield Material Testing Policy shall be performed by and paid for by the CONTRACTOR. Cleaning, sterilizing, hydrostatic testing, air testing, mandrel testing and video inspection of water and sanitary sewer lines required by the City of Mansfield shall be performed by and paid for by the CONTRACTOR. The cost for testing paid by the CONTRACTOR should be included in the unit price of the items being tested.

### **4. UTILITIES**

The OWNER will not furnish water for use on this project from the City water system. The CONTRACTOR will be required to use a City water meter and provide a deposit for the meter (currently \$800.00) and pay any costs generated from use. The OWNER will not furnish electric power or any other utility required for performance of the work. CONTRACTOR shall furnish these items and the cost thereof included in the related unit prices for the work.

### **5. SECURITY**

The CONTRACTOR will be responsible for the security of his work and survey staking for his work from the time he is given Notice to Proceed until the OWNER'S final payment and acceptance of the work. Security measures taken by the CONTRACTOR shall not prevent access to the traveling public.

### **6. DUST CONTROL**

It shall be the contractor's continuous responsibility at all times, including nights, holidays, weekends, etc., to maintain the work area relatively free of dust in a manner which will not cause inconvenience to the public. Dust control will be achieved by the application of water by sprinkling in amounts sufficient to control dust.

### **7. EROSION CONTROL**

This item consists of furnishing all labor and materials necessary for the installation and maintenance of erosion controls and implementation of the Storm Water Pollution Prevention Plan (SWPPP). The CONTRACTOR shall be considered the operator with day to day operational control of the construction site and SWPPP per Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000. All work shall conform to City standards, NCTCOG Standard Spec. Item 201, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", and TPDES General Permit No. TXR150000.

## **SECTION GR - GENERAL REQUIREMENTS**

The City shall provide an Erosion Control Plan (ECP) to the Contractor for use in preparing a SWPPP. The CONTRACTOR will be responsible for preparing a SWPPP for all construction site areas in accordance with TPDES General Permit No. TXR150000 requirements. Two copies of the signed, prepared SWPPP must be submitted to the City prior to construction activities beginning. A statement within the SWPPP will identify the CONTRACTOR as the day-to-day operator responsible for the installation, inspection and maintenance of all erosion and sediment control best management practices (BMPs), devices and controls. An additional statement within the SWPPP will identify the CITY as the operator with control over construction plans and specifications. The CONTRACTOR shall submit a completed notice of intent (NOI) to the State at least 48 hours prior to any construction activity beginning. A construction site notice (CSN), signed in accordance with 30 TAC § 305.44, shall be posted at the site and a copy submitted to the City at least 48 hours prior to any construction activity beginning. The CONTRACTOR will be the operator of the ECP and SWPPP and can revise, update, amend or modify as necessary to remain in compliance with the TPDES permit. This item includes the installation, inspection and maintenance of BMP's, devices and controls as detailed in the latest addition of NCTCOG's Design Manual for Construction, December 2003, or other necessary controls as may be required to remain in compliance with the TPDES General Permit No. TXR150000.

Measure and Payment for this item shall be made per the lump sum price bid for erosion control and SWPPP implementation for the limits of construction shown in the plans and shall be full payment for all materials, labor, equipment and other incidentals necessary to install and maintain the erosion controls complete and in place and fully comply with the SWPPP and the TPDES General Permit No. TXR150000. The costs of maintenance or any additional erosion controls above and beyond those described in the SWPPP and ECP necessary to maintain compliance with the TPDES permit are subsidiary to this pay item. The CONTRACTOR shall be responsible for conducting inspections of BMPs, devices and controls as prescribed in the SWPPP and in accordance with TPDES General Permit No. TXR150000.

The CONTRACTOR must revise or update the SWPPP whenever: 1) there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge or pollutants and that has not been previously addressed in the SWPPP; or 2) results of inspections or investigations by site operators, CITY, TCEQ personnel, or a federal, state or qualified local agency indicate the SWPPP is proving ineffective in sediment control.

The CONTRACTOR shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the CONTRACTOR shall take immediate measures to prevent further erosion and correct the damages at cost to the CONTRACTOR. The CONTRACTOR shall comply with the requirements of the SWPPP and the final TPDES Construction General Permits Regulations.

## **SECTION GR - GENERAL REQUIREMENTS**

The CONTRACTOR shall be responsible for the removal of all temporary BMPs, devices and controls used during the construction process to prevent erosion or sedimentation. All temporary BMPs, devices and controls shall be removed, and any disturbed areas stabilized, prior to a notice of termination (NOT) being submitted to the State for the construction project. A copy of the CONTRACTOR'S NOT shall be submitted to the CITY 48 hours prior to submittal of the NOT to the State.

### **8. DRAINAGE**

It shall be the CONTRACTOR'S responsibility to maintain adequate temporary surface drainage during construction so as to prevent flooding and nuisance ponding. Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original conditions of grade and cross section after the work of construction is completed.

The CONTRACTOR'S attention is directed to the Code of Federal regulations (CFR) Section 33, Parts 320 through 330 concerning General Regulation Policy of the Corps of Engineers concerning "waters of the United States". The CONTRACTOR, shall avoid releasing excavated or dredged materials, construct coffer dams, or perform the work in a manner which shall violate the applicable CFR regarding 404 Permits such that an additional or separate 404 Permit is required on this project. The cost for any special improvements, or damages assessed by the Corps of Engineers due to the negligent acts of the CONTRACTOR, may be deducted from payments due to the CONTRACTOR by the OWNER.

### **9. INGRESS AND EGRESS**

The CONTRACTOR shall do his utmost to provide ingress and egress to all existing streets and private driveways at all times. Ingress and egress shall be provided, without fail, to adjacent properties when construction is not in progress.

### **10. TRAFFIC CONTROL**

The CONTRACTOR shall be responsible for providing traffic control during the construction of this project consistent with the provisions set forth in the latest publication of the "Texas Manual on Uniform Traffic Control Devices.

If the CONTRACTOR'S sequence of work is different than shown in the plans then the CONTRACTOR shall prepare an Alternate Traffic Control Plan with details for each segment or stage of construction which requires re-routing or different controls of traffic. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the City Engineer and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect

## **SECTION GR - GENERAL REQUIREMENTS**

motorists and pedestrians, as set forth in the latest edition of the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. The barricades, signs, and pavement markings shall be constructed, placed and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or his/her authorized representative. Two-way traffic shall be maintained on all roadways under construction at all times unless the closure is specifically approved and acknowledged in writing by the City Engineer. If it becomes necessary to detour traffic off the existing paved roadway for more than three days or at a high traffic volume location, an asphalt surface shall be constructed and maintained by the contractor throughout the duration of the detour. No direct compensation will be made for the traffic control plan or for furnishing, installing and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. The Alternate Traffic Control Plan will be prepared and submitted to the City Engineer prior to the Pre-construction Conference.

The CONTRACTOR will remove any regulatory sign, instructional sign, street name sign or other sign which is within limits of construction and replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual and such temporary sign must be installed prior to the removal of the permanent sign. If the temporary sign is not installed correctly or if it does not meet the required specifications, the permanent sign shall be left in place until the temporary sign requirements are met. Permanent signs may be reused during construction provided that the signs meet the above referenced sign requirements. When construction work is completed to the extent that the permanent sign can be reinstalled the CONTRACTOR shall again contact the City of Mansfield. The City shall install new permanent signs, unless specified in the plans, and CONTRACTOR shall leave the temporary sign in place until such reinstallation is completed.

Payment for work and all associated appurtenances required for traffic control, including removal and disposal of removed signs and hardware, shall be considered as incidental to the cost of the project unless specified in the Contract Documents.

### **11. TRENCH AND SUBSURFACE CONSTRUCTION**

The CONTRACTOR'S attention is directed to Federal Laws contained in the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder. The CONTRACTOR is directed to comply with these and all other applicable federal, state and local laws. It is the CONTRACTOR'S responsibility to instruct his workmen in the proper safety standards and monitor his activities to insure compliance.

Where required, the CONTRACTOR shall provide a trench safety plan which specifically addresses and identifies the trenches to be made on this project and provides the trenching details to provide a safe work place in accordance with state law and OSHA regulations. The trench safety plan shall bear the seal and signature of a registered professional engineer licensed in the state of this project with experience in preparation of trench safety systems. The plan shall include all soils investigation and

## **SECTION GR - GENERAL REQUIREMENTS**

test data used by the engineer in developing the plan. The CONTRACTOR shall conduct his trenching operations in accordance with this plan. The CONTRACTOR shall be responsible for daily inspection and report documentation of trench conditions and shall provide copies of reports to the ENGINEER as requested. All costs for implementation of the trench safety plan should be included in the bid item for trench safety.

### **12. INSPECTION**

The CONTRACTOR shall notify the Engineering Department of the City of Mansfield 24 hours prior to beginning construction and shall keep their inspectors informed as to the daily schedule for performance of the work. The inspectors will be available to inspect the work on any working day from 8:00 a.m. to 5:00 p.m. The CONTRACTOR will not perform work that requires inspection at any other times unless he has made prior arrangements with the City of Mansfield.

### **13. TREES AND SHRUBS**

By City of Mansfield Natural Resource Management Ordinance #1220, the CONTRACTOR shall not remove any trees or shrubs unless such removal is called for in the plans or written authorization is received from the OWNER. Trees shall not be pruned without permission from the OWNER. Any trees or other landscape features shall be restored or replaced at the CONTRACTOR'S expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of one-inch (1") diameter or larger shall be thoroughly treated as soon as possible with a tree wound dressing.

### **14. FILL REQUIREMENTS**

All earth fill should be placed in loose lifts not exceeding twelve inches (12") in uncompacted thickness at a moisture content of optimum or above. Each lift should be compacted to between 95 and 100 percent (95-100%) maximum as determined in the Standard Proctor Compaction Test (ASTM D-698). Each lift should be compacted, tested, and approved by City Inspector before another lift is added. The fill should be placed in layers beginning at the low side in part-width layers and increasing the widths as the fill is raised. The layers should be parallel to the finish grade. Proper drainage must be maintained to prevent ponding water.

### **15. GRASS WORK**

All areas disturbed during construction will be seeded or sodded. Any of these areas located within an existing residential neighborhood will be sodded with the same type of grass that was existing before construction began. If questions arise regarding the type of existing grass cover, then Bermuda grass will be used. Contact City of Mansfield for type of grass seed to be used when seeding or hydro mulching. Sodding and fertilizing shall be done in accordance with NCTCOG (4<sup>th</sup> Edition) Item 202.

## **SECTION GR - GENERAL REQUIREMENTS**

Seeded and sodded areas shall be fertilized with a 16-8-8 (N-P-K) meeting the requirements of the NCTCOG specifications. Application rate of fertilizer shall be as recommended by manufacturer of fertilizer.

The CONTRACTOR shall maintain sodded and seeded areas until the grass has an established minimum height of two inches over 85 percent (85%) of the disturbed area.

### **16. EXCESS EXCAVATION MATERIALS**

Excess excavation materials from the project shall be disposed offsite by the Contractor. Materials unacceptable as fill material, such as large rocks, trees, asphalt, concrete, drainage facilities and any other construction debris shall be removed from this site and disposed in accordance with City, State and Federal guidelines at an approved location. There will be no separate pay for this work.

### **17. SUBSIDIARY WORK**

Any and all work specifically governed by documentary requirements for the project, such as conditions imposed by the Plans, the General Contract Documents or these Special Documents, in which no specific items for bid has been provided for in the Proposal, shall be considered as a subsidiary item of work, the cost of which shall be included in the price bid in the Proposal, for each bid item. Gravel Drive repair, relocating of mailboxes, removal and replacement of existing fences, and removal of trees are general items of work, which may fall in the category of subsidiary work.

### **18. TECHNICAL SPECIFICATIONS**

Materials and Method of Construction for all items to be constructed under this contract shall be in conformance with Division 200 through Division 800 of the Standard Specifications for Public Works Construction (4<sup>th</sup> Edition), North Central Texas, published by the NCTCOG unless superceded by City of Mansfield standard details, Material Testing Policies, or if work to be completed is within the State right-of-way it shall be in accordance with TxDOT Specifications, latest edition. The standard specifications are included in the Contract Documents by reference. Copies of these specifications are not supplied to the CONTRACTOR. The CONTRACTOR can obtain copies of these specifications from the North Central Council of Governments, P.O. Box Drawer COG, Arlington, Texas 76005-5888, (817) 640-3300.

### **19. CLEANUP**

During construction the CONTRACTOR shall at all times keep the jobsite free from waste, debris and rubbish and shall maintain a daily routine of cleanup. All trees, stumps, slashings, brush or other debris to be removed from the site shall be disposed of in such a manner approved by the ENGINEER. Onsite burning of trees and/or trash, etc., will not be permitted. Upon completion of the work as a whole and prior to final

## SECTION GR - GENERAL REQUIREMENTS

acceptance the CONTRACTOR shall clean and remove from the site all surplus and discarded materials, temporary structures and all debris. He shall leave the site in a neat and orderly condition.

### 20. CLARIFICATION OF BID ITEMS

As listed in the Proposal, construction pay items shall be measured and paid for in accordance with the applicable measurement and payment paragraphs of the City's Standard Specifications, unless modified by these Specifications. As a matter of convenience applicable sections of NCTCOG specifications have been referenced for each Pay Item where applicable. However, where applicable, all portions of the NCTCOG Specifications shall govern this project and shall be referenced as required to properly construct each item of work. Each pay item includes all labor, materials, equipment and incidentals necessary to construct that item.

### *Paving Improvements*

#### **P1. Mobilization**

The work under this item shall include the establishment of facilities on the project site and the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the Contractor to begin work on the contract. The cost of all bonds and insurance for the project will also be considered part of this specification.

Mobilization will be measured as a lump sum item. **This pay item shall encompass mobilization costs for the entire project.**

#### **P2. Erosion Control (Plans/SWPPP, ect)**

This item shall consist of control measures and preparation of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the General Requirements Item 7 - Erosion Control (GR-4) & General Requirements Item 8-Drainage (GR-6), and shall be paid for on a lump sum basis. The location of the control measures, including silt fences, etc. are shown in the plans. The Contractor shall be responsible for maintaining adequate and appropriate control measure items, quantities, locations, and any changes to the SWPPP. **This pay item shall encompass costs for the entire project. Any control measures repairs/replacement/additions, or other measures necessary to maintain compliance with local ordinances, or State or Federal requirements shall be the responsibility of the CONTRACTOR.**

#### **P3. Right-Of-Way Preparation**

This item governs the preparation of the right-of-way and those areas adjacent to or offsite as may be designated on the plans for construction operations. All work shall be performed per NCTCOG Item 203.3 "General Site Preparation". This work shall include the removal of all obstructions not designated on the plans to remain in place. This shall include, but not be limited to, all sprinkler systems, landscaping, trees, sidewalks, driveways, paved parking lots, above ground and below ground utilities and structures. The maintenance/relocation of street signs, mail boxes shall be considered as part of this item.

Any existing improvement shown to remain, which is damaged or destroyed by these operations, shall be replaced at the Contractor's expense.

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Measurement and payment shall be on the basis of the price bid per lump sum and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

### **P4. Remove Asphalt Overlay over Concrete Pavement**

This item shall include removal of existing asphalt overlay as designated on the plans. Payment will be made at the unit price bid per square yard and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal of asphalt overlay and concrete pavement within the roadway, driveways or parking lots as designated on the plans. Payment for removal shall also include work associated with the hauling and satisfactory disposal of the asphalt or brick and other materials off the site.

### **P5 – P7. Remove Concrete (Pavement / Mono Curb / Sidewalk & Ramps / Driveway)**

This item shall include removal of existing concrete pavement, mono curb, driveways, sidewalk, and ramps within the right-of-way as designated on the plans.

Payment will be made at the unit price bid per square yard and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal of concrete driveway approaches, driveways, and sidewalks.

Removal of concrete driveways shall be made to an existing joint or to a saw-cut line. No separate payment will be made for saw cutting. Payment for removal shall also include work associated with the hauling and satisfactory disposal of the concrete and other materials off the site.

### **P8. Remove Concrete Curb & Gutter**

This item consists of the required work and materials for the removal of existing concrete curb and gutter as required by the plans and specifications.

Payment will be made at the unit price bid per linear foot and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal of curb & gutter and shall include hauling and satisfactory disposal of the concrete and other materials off site. Removal of existing concrete curb & gutter shall be made to an existing joint or to a saw-cut line. No separate payment will be made for saw cutting.

### **P9 – P10. Remove Median (Paver / Concrete)**

This item consists of the required work and materials for the removal of existing median pavers and concrete median as required by the plans and specifications. All work shall be performed per NCTCOG Item 203.3 "General Site Preparation".

Payment will be made at the unit price bid per square yard and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal of retaining wall including handrail and shall include hauling and satisfactory disposal of the concrete, pavers, and other materials off site. Removal of existing median pavers and concrete median shall be made to an existing joint or to a saw-cut line. No separate payment will be made for saw cutting.

## **SECTION GR - GENERAL REQUIREMENTS**

### **P11. Remove Exist. Headwall, RCP's, Junction Boxes, and Inlets**

Existing concrete headwalls, reinforced concrete pipes, junction boxes, inlets, and drainage structures shall be removed to the limits as shown on the plans exercising special care to avoid damage to that portion of concrete that is to remain in place. The void left by existing structure is to be backfilled per City of Mansfield Standard Construction Details and or Material Testing Policies.

The lump sum bid price will be full payment for removing and disposing of the existing headwalls, reinforced concrete pipes, junction boxes, inlets, drainage structures and all materials, labor, tools, equipment and incidentals necessary to complete the work.

### **P12. Project Sign**

This item shall consist of the work, labor, materials, and equipment to install four construction signs at the location designated by the City. The detail for information necessary on the project sign is included in the plans. Measurement for payment shall be on a per each sign basis. The Contractor shall provide a shop drawing to the City for approval prior to construction.

### **P13. Unclassified Street Excavation**

All work associated with excavating for the proposed roadway improvements shall be in accordance with NCTCOG Item 203.4 "Unclassified Street Excavation".

Measurement and payment shall be made on the basis of the cubic yard bid price for all the labor and incidentals necessary to complete the work.

### **P14. Embankment**

All work associated with providing embankment for the proposed roadway improvements shall be in accordance with NCTCOG Item 203.7 "Embankment".

Measurement and payment shall be made on the basis of the cubic yard bid price for all the labor and incidentals necessary to complete the work.

### **P15 – P16. 3" Type D and 6" Type B Asphalt Pavement**

This item shall consist of the work, labor, and materials necessary to install 3" Type D HMA and 6" Type B HMA. Construction methods shall be in accordance with NCTCOG Item 302.9, "Hot-Mix Asphalt Pavement".

Pay item includes tack coat, joints, and prime coats. Measurement and payment shall be on the basis of the price bid per square yard and type of HMA pavement installed and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

### **P17. 9" Reinforced Concrete Pavement**

Concrete pavement shall be installed to the thickness lines and limits shown on the plans and in accordance with the project details and the applicable provisions of NCTCOG Item 303 "Portland Cement Concrete Pavement". Concrete to be placed by machine, as defined by City

## **SECTION GR - GENERAL REQUIREMENTS**

of Mansfield Standard Construction Details, shall be 'P1' as defined by NCTCOG item 303.3.4.2. Concrete to be placed in any other scenario under this bid item shall be type 'P2' as defined by NCTCOG item 303.3.4.2. Maximum course aggregate for Standard Pavement Concrete Class 'P1' and 'P2' shall be one inch (1").

Cracks in newly constructed concrete pavement: All cracks shall be individually evaluated by the City Inspector to determine severity. The entire panel of pavement (to the nearest joint) shall be removed and replaced at the contractor's expense if it is determined by OWNER that such cracks will undermine the structural integrity and/or maintainability of the pavement. Cracks that are determined by OWNER to be cosmetic in nature shall require no change. The OWNER at his sole discretion may dictate that only half (1/2) of a panel be removed and replaced providing that adequate measures have been taken by the contractor to eliminate sympathetic cracking.

Joint Sealant used for reinforced concrete pavement shall be self-leveling silicone sealant, as per the City of Mansfield standard detail sheet 'P-5'. There shall be no separate payment made for joint sealing or sealant; all sealing of joints, sealant materials, labor, and equipment necessary to complete joint sealing shall be subsidiary to the bid item 9" Reinforced Concrete Pavement.

After completion of all concrete paving and upon achieving proper strength requirements, CONTRACTOR shall core all streets as defined by City of Mansfield Material Testing Policies to verify thickness of pavement meets City of Mansfield requirements. There shall be no separate payment made for this work, it shall be subsidiary to the bid item 9" Reinforced Concrete Pavement.

Measurement and payment shall be on the basis of the price bid per square yard of concrete pavement as measured from back of curb to back of curb and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

### **P18. 12" Lime Stabilized Subgrade**

This item shall consist of lime stabilization of the roadway subgrade. All work shall be performed per NCTCOG Item 301, "Subgrade, Subbase and Base Preparation". Quantities bid shall include stabilization under both concrete pavement and HMAC pavement. Application rate for the lime shall be as determined by Lime Series.

The City of Mansfield requires Lime Series and Sulfate Testing. Based on the recommendation of the Geotechnical Engineer upon review of these results, lime may be replaced with another stabilizing agent (Portland Cement, Road Bond EN-1, etc.). If lime is not used, the City of Mansfield will petition CONTRACTOR for a change order for installation of replacement stabilizing agent.

Measurement and payment shall be on the basis of the price bid per square yard of subgrade and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

## **SECTION GR - GENERAL REQUIREMENTS**

### **P19. Hydrated Lime (72 lbs/sy)**

Lime for subgrade stabilization shall be provided in a slurry form and be in accordance with NCTCOG Item 301.2 "Hydrated Lime".

72 lbs/sy shall be used for bid purposes only. City of Mansfield will pay for a lime series to determine the proper amount of lime needed to achieve desired P.H. CONTRACTOR shall be compensated for amounts over 72 lbs/sy per this bid item by OWNER. If less than 72 lbs/sy is needed then the bid item will be a prorated deduction.

Measurement and payment shall be on the basis of the price bid per ton of hydrated lime and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

### **P20. 8" Flexible Base (TYA GR1)**

This item shall consist of TYA GR1 flexible base of the roadway subgrade. All work shall be performed per NCTCOG Item 301, "Subgrade, Subbase and Base Preparation". Quantities bid shall include stabilization under both concrete pavement, concrete curb & gutter, and HMAC pavement.

Measurement and payment shall be on the basis of the price bid per square yard of subgrade and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

### **P21. 6" Concrete Curb and Gutter**

This item consists of the required work and materials for the removal and replacement of existing concrete curb and gutter as required by the plans and specifications. All materials and placement shall conform to the City of Mansfield standard details and Material Testing Policies.

Payment will be made at the unit price bid per linear foot and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal and replacement of curb & gutter and shall include hauling and satisfactory disposal of the existing concrete and other materials off site.

### **P22. 8" Concrete Driveway**

Concrete commercial driveway approaches shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Mansfield Standard Details and the applicable provisions of NCTCOG Item 305.2 "Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps". Driveway transition pavement shall be constructed to the same standard as the driveway approach.

Measurement and payment shall be on the basis of the price bid per square yard of drive approach and transition pavement as measured from back of curb to limits of new concrete and shall be full compensation for all labor, material, and equipment necessary to complete this pay item.

## **SECTION GR - GENERAL REQUIREMENTS**

### **P23. 4" Concrete Sidewalk**

Concrete Sidewalks shall be installed to the thickness lines and limits shown on the plans and details in accordance with the City of Mansfield Standard Construction Details, the project details and the applicable provisions of NCTCOG Item 305.2 "Concrete Sidewalks, Driveway Approaches., and Barrier Free Ramps".

Concrete Sidewalk shall be measured by the square yard of completed and accepted sidewalk, measured in its final position. Payment shall be made at the unit price bid per square foot, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

### **P24. 4" Sidewalk with Curb (6" - 12")**

Contractor shall install sidewalk with curb where indicated on the plans in accordance with plan details on Sheet C10.05. Item shall include concrete sidewalk and integral curb.

Measurement and payment shall be per square yard for this bid item and shall be full compensation for all labor, materials, tools, equipment, supplies and other incidentals necessary to complete the work as specified.

### **P25 – P32. Concrete Curb Ramps: Type 5, Type 7, Type 20, Type 21, Type 22, Perpendicular and Directional Ramps - (Varying Widths)**

Concrete curb ramps shall be installed per the type indicated on the plans and in accordance with the City of Mansfield Standard Construction Details, the project details, TxDOT details, and the applicable provisions of NCTCOG Item 305.2 "Concrete Sidewalks, Driveway Approaches., and Barrier Free Ramps".

Concrete curb ramps shall be measured per each type completed and accepted curb ramp, measured in its final position. Payment shall be made at the unit price bid per each, and shall be full compensation for all labor, material, and equipment deemed necessary to complete the work.

### **P33. Traffic Control**

Contractor shall ensure that all placement and location of traffic control and safety devices are in accordance with TMUCD requirements.

Payment shall be made on a lump sum basis for all traffic control measures including, but not limited to, signage, barricades, flagmen, message boards, arrow boards, removal of temporary road surface, install and removal of temporary markings and signage, and all other measures necessary to ensure public safety. Traffic control facilities shall remain in place until the completion of the project and all permanent signage is installed. Refer also to the Item 10 Traffic Control (GR-6) of these General Requirements.

### **P34. Portable Low Profile Concrete Traffic Barrier (TY 1) (CTB)**

This item shall consist of the work, labor, materials and equipment required to furnish and install low profile portable concrete traffic barrier at the locations shown on the plan set in accordance with TxDOT Item 512 – Portable Concrete Traffic Barrier.

## **SECTION GR - GENERAL REQUIREMENTS**

Measurement for payment shall be made on the basis of price bid per linear foot. All work includes, but is not limited to handling, hauling, storing, installing, relocating, and removing the portable concrete traffic barriers. There shall be no separate payment made for moving, relocating, and/or storing the concrete barrier as needed for each phase. Measurement for payment shall be made on the basis of price bid per linear foot of concrete barrier furnished to site.

### **P35. Temporary Asphalt Pavement w/ Flex Base**

This item shall consist of the work, labor, materials and equipment necessary to install HMAC 2" Type D HMAC 4" Type B with bond breaker w/ 6" flex base as directed for connections from the travel lanes to driveway/side streets during construction. Construction methods shall be in accordance with Texas Department of Transportation Item 340, "Dense-Graded Hot-Mix Asphalt (Method)" as defined by the "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014" and the referenced standard TxDOT details.

Measurement and payment shall be on the basis of the price bid per square yard.

### **P36. Remove Temporary Asphalt Pavement and Flex Base**

This item shall include removal of existing temporary asphalt pavement over flex base as designated on the plans. Payment will be made at the unit price bid per square yard and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the removal of temporary asphalt and flex base within the roadway, driveways or parking lots as designated on the plans. Payment for removal shall also include work associated with the hauling and satisfactory disposal of the asphalt, flex base, and other materials off the site.

### **P37. Temporary Asphalt Level Up Transition Type B**

This item shall consist of the work, labor, materials and equipment necessary to install HMAC Type B as directed for connections from proposed constructed travel lanes to existing travel lanes (thickness varies from 0" - 8"). Construction methods shall be in accordance with Texas Department of Transportation Item 340, "Dense-Graded Hot-Mix Asphalt (Method)" as defined by the "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014" and the referenced standard TxDOT details.

Measurement and payment shall be on the basis of the price bid per square yard.

### **P38. Flexible Base (Temporary Road Surface)**

This item shall consist of the work, labor, materials and equipment necessary to install 4" flexible base (Type 1 GR C) as directed by OWNER, for connections from the travel lanes to driveway/side streets during construction. All work shall be in accordance with NCTCOG Item 301.5 "Flexible Sub-base or Base".

Measurement and payment shall be on the basis of the price bid per Square Yard.

## **SECTION GR - GENERAL REQUIREMENTS**

### **P39. Portable Message Board**

This item shall consist of the work, labor, materials and equipment required to furnish and install electronic message boards to be placed throughout construction to provide advance warning to the traveling public. The electronic message boards will need to be in accordance with TxDOT Barricade and Construction Standard Detail – BC (6)-14. Measurement and payment shall be on the basis of per each.

### **P40 – P61. Pavement Markings, Markers, and Traffic Buttons TY II 6” and 8” – SLD, DOT, BRK, Arrow, Word, Fire Lane Pavement Sealer and Pavement Surface Prep**

This item shall consist of the work, labor, equipment and materials required to install pavement markings, markers, and traffic buttons as specified in the plans. Pavement Markings shall be installed in accordance with Texas Department of Transportation Item 666 as defined by the “Standard Specifications for Construction of Highways, Streets and Bridges, 2014.” Pavement Markers shall be installed in accordance with Texas Department of Transportation Item 672 as defined by the “Standard Specifications for Construction of Highways, Streets and Bridges, 2014.” This item shall include pavement surface preparations and sealers for markings in accordance with Texas Department of Transportation Item 678 as defined by the “Standard Specifications for Construction of Highways, Streets and Bridges, 2014.”

Measurement for payment shall be on a per each basis for words, symbols, traffic buttons, and markers and per linear foot for markings, surface prep, and sealers.

### **P62. Signs and Sign Post Assembly**

This item shall include furnishing and installing permanent street signs and sign assemblies of each type and in the locations shown in the plans, in accordance with Texas Manual of Uniform Traffic Control Devices.

The per each price shall include all labor and materials necessary to furnish and install the street signs and sign assemblies.

### **P63. Monolithic Median Nose**

This item shall consist of all the work, labor, equipment, and materials required to furnish and install median noses. Median nose shall conform to the details shown on the plans. This item shall include all items required for the installation in accordance with the specification and the Monolithic Median Nose Detail included in the plan set.

Measurement and payment shall be on the basis of the bid per each.

## SECTION GR - GENERAL REQUIREMENTS

### *Drainage*

#### **D1 – D4. 10' and 15' Concrete Curb Inlet – (Standard, Recessed, and Under Pavement):**

All concrete structures shall be constructed in accordance with the details as shown in the plan documents, City of Mansfield Standard Details page SD-1, and provided TxDOT Details. Contractor shall backfill per City of Mansfield Standard Construction Details and or Material Testing Policies.

Measurement and payment shall be on the basis of the unit price bid per each inlet at all depths, complete in place, including excavation, form work, concrete reinforcing, curing, protection, labor, backfill/embedment, and incidentals necessary to perform the work.

#### **D5 – D13. 18", 21", 24", 30", 36", 42", and 45" Reinforced Concrete Pipe (RCP)**

RCP storm drain shall be Class III or Class IV as shown on the plans and installed in accordance with NCTCOG Item 501.6 "Reinforced Concrete Culvert, Storm Drain, Pipe and Box Section" and Item 508 "Open Cut-Storm Water Conduit Installation". Backfill and embedment shall be per City of Mansfield Material Testing Policies, City of Mansfield Standard Construction Details, and or plan details. All bends shall be pre-fabricated. Where leads or pipe terminate into an existing system, a concrete collar shall be poured at the junction to form a watertight connection. When pipe terminates at locations which do not include connections to drainage structures, the end of the pipe shall be plugged with a field-cast unit as shown on the plan-profile sheets, and the costs thereof are to be included in the price bid to furnish and install reinforced concrete pipe.

Measurement and payment shall be per the linear foot of pipe installed at these depths, including all excavation, embedment, backfill, plugs and incidentals necessary to complete the work.

#### **D14 – D15. 4'x4' and 5'x5' Storm Junction Box:**

All concrete structures shall be constructed in accordance with the details as shown in the plan documents and City of Mansfield Standard Details page SD-2. Contractor shall backfill per City of Mansfield Standard Construction Details and or Material Testing Policies.

Measurement and payment shall be on the basis of the unit price bid per each junction box installed, at all depths, complete in place, including excavation, form work, concrete reinforcing, curing, protection, labor, backfill/embedment, and incidentals necessary to perform the work.

#### **D16. Headwall (Type B)**

All concrete structures shall be constructed in accordance with the details as shown in the plan documents, the City of Mansfield Standard Details page SD-5, and with NCTCOG Item 702, "Concrete Structures". Contractor shall backfill per City of Mansfield Standard Construction Details and/or Materials Testing Policies

## **SECTION GR - GENERAL REQUIREMENTS**

Measurement and payment shall be on the basis of the unit price bid per each for the installation of the concrete headwall and wingwall, complete in place, including excavation, form work, concrete reinforcing, curing, protection, labor and incidentals necessary to perform the work.

### **D17 – D21. Connect Prop. or Existing RCP to Prop. JB, Inlet, or Existing JB, RCP – (12”, 18”, 30”, and 45”):**

New storm drain lines and existing storm lines shall be connected to new junction boxes, new inlets, existing junction boxes, or existing storm drain lines at the locations indicated on the plans and per the plan detail.

Measurement and payment shall be at the contract unit price per each connection. The price shall be full compensation for the furnishing of all labor, material, tools, equipment and incidentals necessary to complete the work.

### **D22. Concrete Rip-Rap (6”)**

Rock rip-rap shall be installed at the locations and at thicknesses as shown on the plans in accordance with plan specifications and NCTCOG Item 803.3 “Riprap”. Thickness of rip-rap shall be as noted on plans.

Measurement and payment shall be at the contract unit price per cubic yard of Rip-Rap installed. The contract price shall be the total compensation for the furnishing of all labor, material, tools, equipment and incidentals necessary to complete the work.

### **D23. Asphalt Pavement Repair**

Temporary asphalt pavement reconstruction for utility cuts shall be constructed in accordance with the project details and the applicable provisions of NCTCOG Item 302.9 “Hot Mix Asphalt Pavement” and NCTCOG Item 301.5 “Flexible Sub-base or Base”.

Measurement and payment shall be on the basis of the price bid per linear foot of temporary asphalt pavement reconstruction (2” TY B HMAc on 4” Flexbase) shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

### **D24. Trench Safety**

This item shall consist of the required trench safety measures for the storm and water line pipeline in accordance with NCTCOG and General Requirement #11 – Trench and Subsurface Construction

Measurement and payment shall be at the unit price bid per linear foot of pipeline basis.

### **D25. Adjust Existing Storm Manhole to Final Grade**

This item shall consist of the required adjustment of an existing storm manhole to final grade in accordance with NCTCOG Item 502.1 “Manholes”. No separate pay is allowed for damage to manholes. Cost for repair of such damages will be borne by the contractor.

## **SECTION GR - GENERAL REQUIREMENTS**

Measurement and payment shall be on the basis of the unit price bid per each manhole, complete in place, including raising or lowering as required to match the proposed grade. The contract price shall be the total compensation for the furnishing of all labor, materials, tools equipment and incidentals necessary to complete the work.

### **D26. Cut, Plug and Block Existing 21” Storm Pipe**

This item consists of cutting and plugging existing storm pipe that are to be abandoned in place. The plug assembly shall consist of a ductile iron plug with concrete blocking. The assembly shall be approved by the City prior to installation. The City shall approve the location of all plugs prior to placement.

Measurement and payment shall be at the contract unit price per each plug installed. Payment shall be total compensation for the furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete the work.

## ***Utility Improvements***

### **U1. Adjust Existing Water Valve to Final Grade**

This item shall consist of the required adjustment of an existing valve to final grade in accordance with NCTCOG Item 502.6 “Valves”.

Measurement and payment shall be on the basis of the unit price bid per each valve, complete in place, including raising or lowering as required to match the proposed grade. The contract price shall be the total compensation for the furnishing of all labor, materials, tools equipment and incidentals necessary to complete the work.

### **U2. Remove and Salvage Fire Hydrant Lead to Ex Gate Valve**

Existing fire hydrants denoted on the plans for removal shall be removed and salvaged to a location specified by the City of Mansfield. Remove and dispose of fire hydrant lead to the existing gate valve. Backfill and compact fire hydrant lead trench in accordance with city water main pipe typical embedment detail (RE: Sheet C11.14).

The price bid per each fire hydrant removed will be full payment and will include all materials, labor, tools, equipment and incidentals necessary to complete the work, including the transportation of said fire hydrants to a specified salvage location.

### **U3. Remove ARV Manhole and Salvage ARV**

Existing air release valves denoted on the plans shall be salvaged and relocated to a location specified by the City of Mansfield. Existing ARV manholes shall be removed and disposed of. Backfill and compact manhole trench in accordance with city water main pipe typical embedment detail (RE: Sheet C11.14).

The price bid per each air release valve removed will be full payment and will include all materials, labor, tools, equipment and incidentals necessary to complete the work, including the transportation of said air release valve to a specified salvage location.

## **SECTION GR - GENERAL REQUIREMENTS**

### **U4. Combination Air & Vacuum Release Valve and Manhole**

This item shall consist of the work, labor, equipment, and material required to install a 2" Combination Air & Vacuum Release Valve at the manhole location shown on the plans per City of Mansfield Standard Construction Detail for 2-inch and Larger Combination Air & Vacuum Release Valves. This pay item shall include locating and extending the air release valve line to the proposed manhole. Measurement for payment shall be on a per each basis.

### **U5. Fire Hydrant Assembly**

Fire hydrant assembly shall meet the requirements of NCTCOG Item 502.3 "Fire Hydrants" and shall be installed at the locations shown on the plans in accordance with the City of Mansfield Standard Details Sheet W-4 "Standard Fire Hydrant Detail" and NCTCOG Item 502.3.2. Measurement and payment shall be at the contract unit price per each fire hydrant, complete in place. The contract price shall be the total compensation for the furnishing of all labor, material, tools, equipment, embedment, fittings and incidentals necessary to complete the work.

### **U6. 12" Insertion Gate Valve**

This item shall consist of the work, labor, equipment, and material necessary to install a 12" Insertion Gate Valve per the City of Mansfield Standard Construction Details Typical Valve Setting, Box and concrete pad 12" Gate Valve. Measurement for payment shall be on a per each basis.

### **U7 – U8. 6" and 12" PVC Water Line**

Water pipe shall be installed at the locations shown on the plans, in accordance with the plan details and City of Mansfield Standard Details. Pipe shall conform to AWWA C-900 Class 150 DR-18 and meet the requirements of NCTCOG Item 501.14 "Polyvinyl Chloride (PVC) Water Pipe". Pipe shall be installed in accordance with NCTCOG Item 506 "Open Cut – Water Conduit Installation", the details in the construction plans, and the City of Mansfield Material Testing Policies.

Measurement and payment shall be per NCTCOG Item 506.9 and shall include all cost, materials, embedment, and labor required for placement of the specified backfill and pavement material, as well as the costs associated with disinfection and pressure testing. The bid price shall also include all costs associated with the excavation of any rock encountered during the water line installation.

### **U9. Ductile Iron MJ Fittings**

Water line fittings shall be mechanically jointed cast iron or ductile iron conforming to ANSI/AWWA, C110 (latest revision), standard body, for use with Pressure Pipe. All fittings shall have mortar lining with bituminous seal coat as specified in ANSI/AWWA C104 (latest revision), and an exterior bituminous coating in accordance with ASA A21 (outside coating). Short body fittings may be used provided blocking weights and dimensions are adjusted to compensate for the lighter fittings and smaller dimensions.

Measurement and payment for ductile iron fittings and sleeves shall be the bid price per ton of fittings and sleeves installed, complete in place. Installation of concrete blocking in accordance

## SECTION GR - GENERAL REQUIREMENTS

with the plans shall be considered subsidiary to this item and no additional payment will be allowed.

### **U10. Connect Prop 6" Water Line to Ex Gate Valve:**

New 6" water line and existing gate valves will be connected at the fire hydrant locations indicated on the plans and per the city detail (RE: Sheet C11.17).

Measurement and payment shall be at the contract unit price per each connection. The price shall be full compensation for the furnishing of all labor, material, tools, equipment and incidentals necessary to complete the work.

### **U11. Connect Prop ARV Line to Ex Valve:**

New ARV lines will be connected at the existing ARV isolation valve and prop combination air release valve locations indicated on the plans and per the city detail (RE: Sheet C11.16).

Measurement and payment shall be at the contract unit price per each connection. The price shall be full compensation for the furnishing of all labor, material, tools, equipment and incidentals necessary to complete the work.

### **U12. Adjust Existing Sanitary Sewer Manhole to Final Grade**

This item shall consist of the required adjustment of an existing sanitary sewer manhole to final grade in accordance with NCTCOG Item 502.1 "Manholes". No separate pay is allowed for damage to manholes. Cost for repair of such damages will be borne by the contractor.

Measurement and payment shall be on the basis of the unit price bid per each manhole, complete in place, including raising or lowering as required to match the proposed grade. The contract price shall be the total compensation for the furnishing of all labor, materials, tools equipment and incidentals necessary to complete the work.

## ***Landscape***

### **LA1. 4" Topsoil**

This item consists of providing a uniform 4-inch topsoil layer between the proposed back of curb and right of way and other areas designated by the Engineer. Topsoil shall be placed in accordance with NCTCOG Item 202.2 "Topsoil". **"Topsoil" must be approved as "Topsoil" prior to use by OWNER. Native Soil will only be used if pre-approved, otherwise it will be Imported Topsoil as described.**

Topsoil shall consist of friable surface soil reasonably free of grass, roots, weeds, sticks, stones, or other foreign materials. The topsoil shall consist of sandy loam, with soil particles within the following percentages: clay; 0-25; silt; 25-50; sand; 50-70; decomposed organic matter; 5-10. The clay content is optional. The soil shall have a soil acidity range between a pH 5.0 to pH 7.0. The soil salinity shall not exceed 3 millimhos per centimeter at 25oC (as described by USDA

## **SECTION GR - GENERAL REQUIREMENTS**

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Payment will be made at the unit price bid per square yard and shall be full compensation for all labor, materials, equipment, tools, and incidentals necessary to install item complete in place and be in accordance with NCTCOG Item 202.2.4.

### **LA2. Mulch**

This item shall consist of the work, labor, materials and equipment to install hardwood mulch as indicated in the plans and details, and in accordance with the Technical Specifications herein. Measurement for payment shall be on a per square foot basis.

### **LA3. 4" Grouted River Rock**

This item shall consist of all the work, labor, equipment, and materials required to install 4-inch grouted river rock as indicated in the plans and details, and in accordance with the Technical Specifications herein. Measurement for this item shall be on a per square foot basis.

### **LA4. Landscape Limestone Block**

This item shall consist of all work, labor, materials, and equipment required for the forming, furnishing, and placing of the landscape limestone block at the locations indicated in the plans and in accordance with the plans, details and Technical Specifications herein. Measurement for payment shall be on a horizontal linear foot basis.

### **LA5. Steel Edge**

This item shall consist of the work, labor, materials and equipment to install steel edge as indicated in the plans and details, and in accordance with the Technical Specifications herein. Measurement for this item shall be on a per linear foot basis.

### **LA6. Large Canopy Trees (3" Caliper)**

This item shall consist of the work, labor, materials and equipment to install canopy trees as indicated in the plans and details, and in accordance with the Technical Specifications herein. Measurement for payment shall be on a per each basis.

### **LA7. Ornamental Trees**

This item shall consist of the work, labor, materials and equipment to install ornamental trees as indicated in the plans and details, and in accordance with the Technical Specifications herein. Measurement for payment shall be on a per each basis.

### **LA8. Shrubs and Ornamental Grasses**

This item shall consist of the work, labor, materials and equipment to install shrubs and ornamental grasses as indicated in the plans and details, and in accordance with the Technical Specifications herein. Measurement for payment shall be on a per each basis.

## **SECTION GR - GENERAL REQUIREMENTS**

### **LA9. Groundcover**

This item shall consist of the work, labor, materials and equipment to install shrubs and ornamental grasses as indicated in the plans and details, and in accordance with the Technical Specifications herein. Measurement for payment shall be on a per each basis.

### **LA10. Block Sodding**

This item shall finish the ground surface behind the back of curb to the limits of all disturbed areas. Sod shall be placed at locations specified by the construction plans or as directed by OWNER and in accordance with the NCTCOG Item 202.5 "Sodding". Contractor shall remove all roots, debris, and rocks larger than 1½". Grades shall be uniform, with even cross sections to prevent ponding or uneven grades. Contractor shall be responsible for watering areas of solid block sodding, and rolling the sod to maximize ground contact and appearance. Subsequent watering shall continue until firm rooting of the sod to the ground has occurred as defined by City Inspector.

Measurement and payment shall be at the bid unit price per square foot of solid block sodding placed. The price shall be full compensation for furnishing all materials, labor, tools, equipment, water and incidentals necessary to complete the work.

### **LA11. Landscape and Irrigation Restoration Allowance**

This item shall consist of restoring all existing irrigation systems affected by the construction in the parkways to an equal or better condition. This work shall include, but not limited to, any relocation/replacement of spray heads, control valves, piping, sleeving, and all other irrigation equipment that may be encountered during construction. All modifications and/or adjustments to the existing irrigation system that are required due to the construction of the project are to be performed in accordance with City of Mansfield Specifications to restore established irrigation coverages. All work to be done for this bid item must be approved by the City of Mansfield Inspector. The Contractor shall coordinate all irrigation adjustments with the property owner prior to installation.

This item shall also consist of the work, labor, materials and equipment to restore landscape area to its original condition. This work shall include, but not limited to, all plants, steel edging, groundcover, planter beds, etc.

To perform this bid item, the City of Mansfield has allocated up to \$100,000 as a bid price; receipts are to be provided from a licensed professional approved by the City and payment for modifications and adjustments of the irrigation system, and all materials, labor, tools, equipment, and incidentals necessary to complete the work must be approved by the City of Mansfield Inspector. The Contractor will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the extra work. Any remaining money left in this allowance budget at the conclusion of the project will be kept by the City of Mansfield.

## **SECTION GR - GENERAL REQUIREMENTS**

### **LA12. One-year Maintenance and Warranty**

Notwithstanding any certificate which may have been given by the Engineer, if any materials, equipment or any workmanship which does not comply with the requirements of this contract shall be discovered within one (1) year after completion of construction of the project, and acceptance by the Owner, the Contractor shall replace such defective materials or equipment, or remedy any such defective workmanship within ten (10) days after notice in writing of the existence thereof shall have been given by the Owner or Engineer. In the event of failure of the Contractor to replace any such defective materials or equipment or to remedy defective workmanship as herein provided, the Owner may replace such defective materials or equipment or remedy such workmanship as the case may be and in such event the Contractor shall pay to the Owner the cost and expense thereof. Measurement for payment shall be on a lump sum basis.

### **LA13. Grouted Limestone**

This item shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Median Nosing (concrete and limestone band) shall be installed to the limits shown on the plans, in accordance with the plans, details, and the Technical Specifications herein. Measurement for payment shall be on a per square foot basis.

### **LA14. Irrigation System**

This item shall be full compensation for all labor, material, and equipment deemed necessary to complete the work. Irrigation system shall consist of tap(s), service line(s), meter(s), controller(s) and controller power connection(s), backflow device(s), grounding equipment, decoders, valves, boring, heads, lateral lines, main lines, sleeves, and all appurtenances as shown on the plans and details, and in accordance with the Technical Specifications herein. Measurement for payment shall be on a lump sum basis.

### **LA15. Tree Protection**

This item shall be full compensation for all labor, material, and equipment deemed necessary to install tree protection indicated in the plans and details, and in accordance with the Technical Specifications herein Measurement for payment shall be on a linear foot basis.

## ***Traffic Signal and Illumination***

### **TS1. Drill Shaft (Traffic Signal Pole) (30 in)**

### **TS2. Drill Shaft (Traffic Signal Pole) (36 in)**

### **TS3. Drill Shaft (Traffic Signal Pole) (48 in)**

This work shall include the furnishing and installation of traffic signal pole foundations as indicated in the plans. All work shall be in accordance with the appropriate details and specifications, including Item 416 in TxDOT's 2024 Standard Specifications for Construction and Maintenance of Highways, Street and Bridges, and ONCOR Standard Details, and Inspection. Locating existing utilities for drill shaft foundation locations shall also be included in this pay item.

## **SECTION GR - GENERAL REQUIREMENTS**

Measurement and Payment shall be made on the basis of the bid price per linear foot (LF) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS4. 2" PVC Schedule 40 Signal Conduit (Trench)**

### **TS5. 2" PVC Schedule 40 Signal Conduit (Bore)**

### **TS6. 4" PVC Schedule 40 Signal Conduit (Trench)**

### **TS7. 4" PVC Schedule 40 Signal Conduit (Bore)**

This work shall include the furnishing and installation of 2" Schedule 40 PVC conduit (Trench), 2" Schedule 40 PVC conduit (Bore), 4" Schedule 40 PVC conduit (Trench), and 4" Schedule 40 PVC conduit (Bore) for traffic signal cable in accordance with City of Mansfield standards and specification "Underground Traffic Signal Requirements; Conduit, Ground Boxes, Concrete Cabinet Foundations, and Installation Procedures", and TxDOT Specification 618.

Measurement and Payment shall be made on the basis of the bid price per linear foot (LF) and shall be the total compensation for furnishing and installing conduit; by jacking, boring, tunneling, excavating, or mounting on structure; furnishing and placing backfill; furnishing and installing mounting brackets; furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS8. Conduit (Prepare)**

This work shall include the preparation of existing conduit for the installation of new wiring in accordance with City of Mansfield standards and specification "Underground Traffic Signal Requirements; Conduit, Ground Boxes, Concrete Cabinet Foundations, and Installation Procedures", and TxDOT Specification 618.

Measurement and Payment shall be made on the basis of the bid price per linear foot (LF) and shall be the total compensation for preparing conduit; cleaning and testing conduit; hanging, strapping, jacking, boring, tunneling, trenching, and furnishing and placing backfill; encasing in steel or concrete; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit (when required); furnishing and installing fittings, junction boxes, and expansion joints; and materials, equipment, labor, tools and incidentals.

### **TS9. 1 Conductor #12 Gauge XHHW Wire (Traffic Signal)**

### **TS10. 1 Conductor #8 Gauge Bare Wire (Traffic Signal)**

### **TS11. 1 Conductor #8 Gauge XHHW Wire (Traffic Signal)**

### **TS12. 1 Conductor #6 Gauge XHHW Wire (Traffic Signal)**

This work shall include the furnishing and installation of 1C #12 gauge insulated wire, 1C #8 gauge bare wire, 1C #8 gauge insulated wire, and 1C #6 gauge insulated wire in multiple locations of the project in accordance with City of Mansfield standards and specification "Multiple Conductor and Single Conductor Traffic Signal Cable and Wire", and TxDOT Specification 620.

Measurement and Payment shall be made on the basis of the bid price per linear foot (LF) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS13. Ground Box TY D (162922) W/Apron**

## **SECTION GR - GENERAL REQUIREMENTS**

### **TS14. Remove Ground Box**

This work shall include the furnishing and installation of new ground boxes and removal of ground boxes in accordance with City of Mansfield standards and specification "Underground Traffic Signal Requirements; Conduit, Ground Boxes, Concrete Cabinet Foundations, and Installation Procedures", and TxDOT Specification 624.

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS15. Electrical Service TY D 120/240 070 (NS)SS(E)PS(U)**

This work shall include the furnishing and installation of electrical services in accordance with City of Mansfield standards and specification "Underground Traffic Signal Requirements; Conduit, Ground Boxes, Concrete Cabinet Foundations, and Installation Procedures", and TxDOT Specification 628.

Measurement and Payment shall be made on the basis of bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS16. Install Highway Traffic Signal (System)**

### **TS17. Removing Traffic Signal**

### **TS18. Install Highway Traffic Signal (Upgrade)**

This work shall include the furnishing and installation of all equipment necessary to make the traffic signal fully operational as well as removing existing equipment that is to be replaced or relocated as part of this signal modification in accordance with TxDOT Bid Item 680 and appropriate TxDOT standard details.

- Furnish and install controller cabinet w/ Foundation (NEMA TS2 Type 1)
- Furnish and install traffic signal controller
- Furnish and install pull string
- Furnish and install luminaire fixtures
- Furnish and install Applied Information preemption equipment
- Furnish and install communication system

In accordance with TxDOT Bid Item 680, a traffic signal is defined as a signalized intersection controller by a single traffic controller.

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS19. Temporary Traffic Signals**

This work shall include the furnishing and installation of temporary traffic signals as shown on the plans in accordance with City of Mansfield standards and TxDOT Specification 681.

## SECTION GR - GENERAL REQUIREMENTS

Temporary Traffic Signals at the specified locations shall be measured and paid on a lump sum basis for each location. This price is full compensation for furnishing, installing, and testing the complete installation, maintaining and operating the temporary traffic signals for the duration of the contract, reconfiguring temporary traffic signals during construction as shown on the plans, and removing all equipment installed for temporary traffic signals, including all equipment, labor, tools, and incidentals.

- TS20. Vehicle Signal Section (12") LED (Green)**
- TS21. Vehicle Signal Section (12") LED (Green Arrow)**
- TS22. Vehicle Signal Section (12") LED (Yellow)**
- TS23. Vehicle Signal Section (12") LED (Yellow Arrow)**
- TS24. Vehicle Signal Section (12") LED (Red)**
- TS25. Vehicle Signal Section (12") LED (Red Arrow)**
- TS26. Pedestrian Signal Section LED (Countdown)**

This work shall include the furnishing and installation of Vehicle Signal Sections (12") (LED) (Green, Green Arrow, Yellow, Yellow Arrow, Red, and Red Arrow) and Pedestrian Signal Heads (LED) (Countdown) in multiple locations of the project in accordance with City of Mansfield standards and specification "Polycarbonate Resin Traffic Signal Heads 12 Inch, Expandable, Adjustable Type", and TxDOT Specification 682.

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

- TS27. Backplate W/Reflective Border (4 Sec)Alum**
- TS28. Backplate W/Reflective Border (3 Sec)Alum**

This work shall include the furnishing and installation of Back Plates (12") (4 Section and 3 Section) in multiple locations of the project in accordance with City of Mansfield standards and specification "Aluminum Traffic Signal Heads 12 Inch, Expandable, Adjustable Type", and TxDOT Specification 682.

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

- TS29. 5 Conductor #14 Gauge Type A Traffic Signal Cable**
- TS30. 7 Conductor #14 Gauge Type A Traffic Signal Cable**
- TS31. 10 Conductor #14 Gauge Type A Traffic Signal Cable**
- TS32. 20 Conductor #14 Gauge Type A Traffic Signal Cable**
- TS33. 2 Conductor #12 Gauge Type C Traffic Signal Cable**

This work shall include the furnishing and installation of 5C #14 gauge signal cable, 7C #14 gauge signal cable, 10C #14 gauge signal cable, 20C #14 gauge signal cable, 2C #12 gauge signal cable in multiple locations of the project in accordance with City of Mansfield standards and specification "Multiple Conductor and Single Conductor Traffic Signal Cable and Wire", and TxDOT Specification 684.

## **SECTION GR - GENERAL REQUIREMENTS**

Measurement and Payment shall be made on the basis of the bid price per linear foot (LF) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS34. Aluminum Signs (Type A)**

This work shall include the furnishing and installation of aluminum signs in accordance with TxDOT Bid Item 686 and appropriate TxDOT standard details.

Measurement and Payment shall be made on the basis of the bid price per square foot (SF) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS35. Install Traffic Signal Pole Assembly (28'Arm)Lum**

### **TS36. Install Traffic Signal Pole Assembly (32'Arm)Lum**

### **TS37. Install Traffic Signal Pole Assembly (48'Arm)Lum**

### **TS38. Install Traffic Signal Pole Assembly (60'Arm)Lum**

### **TS39. Install Traffic Signal Pole Assembly (65'Arm)Lum**

This work shall include the furnishing and installation of traffic signal pole assemblies with a 28' arm, traffic signal pole assemblies with a 32' arm, and traffic signal pole assemblies with a 48' arm, traffic signal pole assemblies with a 60' arm, and traffic signal pole assemblies with a 65' arm all with luminaires included in accordance with TxDOT Bid Item 686 and appropriate TxDOT standard details.

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS40. Pedestrian Pole Assembly**

### **TS41. Pedestrian Push Button Pole**

This work shall include the furnishing and installation of pedestrian push button poles and pedestal pole assemblies (including 24" drill shaft foundations) in multiple locations of the project in accordance with TxDOT Bid Item 687 and appropriate TxDOT standard details. Locating existing utilities for drill shaft foundation locations shall also be included in this pay item.

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS42. Pedestrian Detect Push Button (APS)**

### **TS43. Pedestrian Detector Controller Unit**

This work shall include the furnishing and installation of pedestrian detector push buttons (Accessible Pedestrian Signals), and a pedestrian detector controller unit in multiple locations of the project in accordance with TxDOT Bid Item 688 and appropriate TxDOT standard details.

## **SECTION GR - GENERAL REQUIREMENTS**

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS44. Video Imaging Vehicle Detection Processor System**

### **TS45. Video Imaging Vehicle Detection Camera Assembly Fixed Lens**

### **TS46. Video Imaging Vehicle Detection Cabling**

### **TS47. Video Imaging Vehicle Detection Processor System (Install Only)**

### **TS48. Video Imaging Vehicle Detection Camera Assembly (Install Only)**

This work shall include the furnishing and installation of vehicle imaging vehicle detection system (VIVDS) at East Broad & South Cannon Drive during the traffic control protocol as shown on the plans, in accordance with City of Mansfield standards and TxDOT specification 6006.

This price is full compensation for furnishing, configuring, placing, and testing all materials and equipment, and for all tools, labor, equipment, hardware, operational software packages, supplies, support, personnel training, shop drawings, documentation, and incidentals. These prices include all interfaces required for the field and remote communication links along with any associated peripheral equipment, including cables; all associated mounting hardware and associated field equipment; and incidentals required for a complete and fully functional video-imaging vehicle detection (VIVDS).

Measurement and Payment shall be made on the basis of bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work. Additionally, measurement and payment for the video image vehicle detection cable (coax) will be determined based on the bid price per linear foot (LF).

### **TS49. BBU System (External Batt Cabinet)**

This item consists of the furnishing and installation of Alpha Battery Back-Up System for Signal Cabinets (BBU) in accordance with City of Mansfield standards and specification "Battery Back-Up System for Signal Cabinets" and TxDOT specification 6007.

This price is full compensation for furnishing, installing, and testing the completed installation of the Alpha BBU system and associated equipment, mounting hardware, class B concrete pad, software, conduit, conductors; and equipment, labor, tools; and incidentals.

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS50. CCTV Field Equipment (Digital)**

### **TS51. CCTV Mount (Pole)**

This work shall include the furnishing and installation of Close Circuit Television Field Equipment (CCTV) (Digital) in accordance with City of Mansfield standards and specification "Close Circuit Television Field Equipment" and TxDOT specification 6010.

This price is full compensation for furnishing and installing mounting bracket assemblies, mounting bracket hardware; and all equipment; labor, materials, tools, equipment, and

## **SECTION GR - GENERAL REQUIREMENTS**

incidentals necessary to mount CCTV field equipment to mounting structure as shown on the plans.

Measurement and Payment shall be made on the basis of the bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS52. Video Imaging and Radar Detector**

### **TS53. Video Image and Radar Com Cable (Coax)**

### **TS54. Video Image and Radar Detector Processor System**

This work shall include the furnishing and installation of vehicle detection system (VDS), Iteris APEX and VantageNext detection systems or approved equal, at multiple locations of the project as shown on the plans, in accordance with City of Mansfield standards and specification "Multi-Sensor Vehicle Detection System for Signalized Intersection" and TxDOT specification 6017.

This price is full compensation for furnishing, configuring, placing, and testing all materials and equipment, and for all tools, labor, equipment, hardware, operational software packages, supplies, support, personnel training, shop drawings, documentation, and incidentals. These prices include all interfaces required for the field and remote communication links along with any associated peripheral equipment, including cables; all associated mounting hardware and associated field equipment; and incidentals required for a complete and fully functional video-imaging VDS.

Measurement and Payment shall be made on the basis of bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work. Additionally, measurement and payment for the video image and radar communication cable (coax) will be determined based on the bid price per linear foot (LF).

### **TS55. Relocate CCTV Field Equipment**

This work shall include relocating and making fully operational existing digital closed-circuit television (CCTV) field equipment as shown on the plans; furnishing and installing additional cables or connectors as shown on the plans; testing, delivery, and storage of components designated for salvage or reuse; and all testing, training, software, labor, materials, tools, and incidentals. This work shall be in accordance with City of Mansfield standards and specification "Digital Closed-Circuit Television Field Equipment" and TxDOT specification 6018.

Measurement and Payment shall be made on the basis of bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS56. CAT 5 Ethernet Cable**

This work shall include the furnishing and installation of CAT5E ethernet cable for radio antennas and PTZ cameras at multiple locations of the project in accordance with City of Mansfield standards and specification "Multiple Conductor and Single Conductor Traffic Signal Cable and Wire", and TxDOT specification 6055.

## **SECTION GR - GENERAL REQUIREMENTS**

Measurement and Payment shall be made on the basis of the bid price per linear foot (LF) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **TS57. PEDSAFE Detection System**

This work shall include the furnishing and installation of PEDSAFE Detection System at East Broad Street & Fire Station Driveway in accordance with City of Mansfield standards.

Measurement and Payment shall be made on the basis of bid price per each (EA) and shall be the total compensation for furnishing all labor, materials, equipment and incidentals necessary to complete the work.

### **IL01. Condt (Pvc) (Sch 80) (1 1/4")**

This item shall consist of the work, labor, materials, and equipment required to furnish and install 1 1/4" schedule 80 conduit at the locations shown on the planset in accordance with TxDOT Item 618 - Conduit.

Measurement for payment shall be made on the basis of price bid per linear foot. All work includes, but is not limited to furnishing and installing conduit; hanging, strapping, jacking, boring, tunneling, trenching, and furnishing and placing backfill; encasing in steel or concrete; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit (when required); furnishing and installing fittings, junction boxes, and expansion joints; and materials, equipment, labor, tools, and incidentals.

### **IL02. Elec Condr (No.14) Insulated**

### **IL03. Elec Condr (No.6) Bare**

### **IL04. Elec Condr (No.6) Insulated**

This item shall consist of the work, labor, materials, and equipment required to furnish and install electrical conductors at the locations shown on the planset in accordance with TxDOT Item 620 – Electrical Conductors.

Measurement for payment shall be made on the basis of price bid per linear foot. All work includes, but is not limited to furnishing, installing, and testing electrical conductors; furnishing and installing breakaway connectors; and for materials, equipment, labor, tools, and incidentals.

### **IL05. ITS Gnd Box (Poly) Ty 1 (243624)**

This item shall consist of the work, labor, materials, and equipment required to furnish and install ITS Poly type 1 ground boxes at the locations shown on the planset in accordance with TxDOT Item 623 – Intelligent Transportation System (ITS) Ground Boxes.

Measurement for payment shall be made on the basis of each ground box installed. All work includes, but is not limited to excavating and backfilling; constructing, furnishing, and installing the ITS ground boxes and concrete aprons, when required; and all labor, tools, equipment, materials, transportation, accessories, documentation, testing, and incidentals.

### **IL06. Ground Box Ty B (122322)**

### **IL07. Ground Box Ty B (122322)w/Apron**

## **SECTION GR - GENERAL REQUIREMENTS**

### **IL08. Ground Box Ty C (162911)**

This item shall consist of the work, labor, materials, and equipment required to furnish and install ground boxes at the locations shown on the planset in accordance with TxDOT Item 624 – Ground Boxes.

Measurement for payment shall be made on the basis of each ground box installed. All work includes, but is not limited to excavating and backfilling; constructing, furnishing, and installing ground boxes and concrete aprons; and material, equipment, labor, tools, and incidentals. All wiring connections required inside the ground box will be considered subsidiary to this bid item.

### **IL09. Elc Srv Ty A 120/240 060(NS)SS(E)PS(U)**

This item shall consist of the work, labor, materials, and equipment required to furnish and install electrical service type A at the locations shown on the planset in accordance with TxDOT Item 628 – Electrical Services.

Measurement for payment shall be made on the basis of each electrical service installed. All work includes, but is not limited to paying all fees, testing, permits, utility company inspections, connection or meter charges, and other costs; making arrangements with the utility company for all work and materials provided by the utility company; furnishing, installing, and connecting all components, including poles, service supports, foundations, anchor bolts, riprap, enclosures, switches, breakers, service conduit (from the service equipment, including the elbow below ground), fittings, service conductors (from the service equipment, including the elbow below ground), brackets, bolts, hangers, and hardware; and materials, equipment, labor, tools, and incidentals.

### **IL10. Luminaire Foundation**

This item shall consist of the work, labor, materials, and equipment required to furnish and install luminaire foundations at the locations shown on the planset. The luminaire foundations shall be Oncor's large historical pendant luminaire anchor bolt foundations.

Measurement for payment shall be made on the basis of each luminaire foundation installed. All work includes, but is not limited to excavation; furnishing, placing, and removing casing; furnishing, processing, and recovering slurry; furnishing and placing reinforcing steel; pumping; furnishing and placing concrete, including additional concrete required to fill an oversize casing or oversize excavation; conducting slump loss tests; backfilling; disposing of cuttings and slurry; and materials, tools, equipment, labor, and incidentals.

When the bottom of a drilled shaft is placed at an elevation below plan grade, no direct payment will be made for extra reinforcement placed to support the cage. The extra reinforcement will be subsidiary to the unit price bid per luminaire foundation. No extra payment will be made for casings left in place, unless specified on the plans.

### **IL11. Single Arm Luminaire Assembly**

This item shall consist of the work, labor, materials, and equipment required to furnish and install single arm luminaire assemblies at the locations shown on the planset.

## **SECTION GR - GENERAL REQUIREMENTS**

Measurement for payment shall be made on the basis of each single arm luminaire assembly installed. Each single arm luminaire assembly shall include, but not limited to the luminaire fixture, crossarm, base, and shaft specified in drawing number SPEC-35612 shown in the plans. Wiring in the pole; splices; backfill (soil or concrete); sealing of conduit ends will not be measured or paid for directly but will be subsidiary to pertinent items.

### **IL12. Dual Arm Luminaire Assembly**

This item shall consist of the work, labor, materials, and equipment required to furnish and install dual arm luminaire assemblies at the locations shown on the plans.

Measurement for payment shall be made on the basis of each dual arm luminaire assembly installed. Each dual arm luminaire assembly shall include, but not limited to the luminaire fixtures, crossarms, base, and shaft specified in drawing number SPEC-35612 shown in the plans. Wiring in the pole; splices; backfill (soil or concrete); sealing of conduit ends will not be measured or paid for directly but will be subsidiary to pertinent items.

**SECTION W**

**WAGE RATE SCHEDULE**

**TEXAS COUNTIES IDENTIFIED BY  
WAGE RATE ZONES: 7, 8, 11, 12, 14, 16, 18, 34, 35, 37, 38, 40, 41, 54, 56, 63**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	38	Donley	54	Karnes	37	Reagan	54
Andrews	54	Duval	41	Kaufman	35	Real	54
Angelina	38	Eastland	54	Kendall	16	Red River	38
Aransas	40	Ector	7	Kenedy	41	Reeves	18
Archer	35	Edwards	18	Kent	54	Refugio	37
Armstrong	7	El Paso	34	Kerr	37	Roberts	54
Atascosa	16	Ellis	35	Kimble	54	Robertson	16
Austin	56	Erath	38	King	54	Rockwall	35
Bailey	54	Falls	38	Kinney	18	Runnels	54
Bandera	16	Fannin	38	Kleberg	37	Rusk	11
Bastrop	16	Fayette	37	Knox	54	Sabine	38
Baylor	54	Fisher	54	Lamar	38	San Augustine	38
Bee	37	Floyd	54	Lamb	54	San Jacinto	56
Bell	16	Foard	54	Lampasas	16	San Patricio	40
Bexar	16	Fort Bend	56	LaSalle	41	San Saba	54
Blanco	37	Franklin	38	Lavaca	37	Schleicher	54
Borden	54	Freestone	38	Lee	37	Scurry	54
Bosque	38	Frio	37	Leon	38	Shackelford	54
Bowie	11	Gaines	54	Liberty	56	Shelby	38
Brazoria	56	Galveston	56	Limestone	38	Sherman	54
Brazos	16	Garza	54	Lipscomb	54	Smith	11
Brewster	18	Gillespie	37	Live Oak	37	Somervell	38
Briscoe	54	Glasscock	54	Llano	37	Starr	41
Brooks	41	Goliad	40	Loving	54	Stephens	54
Brown	54	Gonzales	37	Lubbock	7	Sterling	54
Burleson	16	Gray	54	Lynn	54	Stonewall	54
Burnet	37	Grayson	35	Madison	38	Sutton	18
Caldwell	16	Gregg	11	Marion	38	Swisher	54
Calhoun	40	Grimes	38	Martin	54	Tarrant	35
Callahan	35	Guadalupe	16	Mason	37	Taylor	7
Cameron	8	Hale	54	Matagorda	37	Terrell	18
Camp	38	Hall	54	Maverick	41	Terry	54
Carson	7	Hamilton	38	McCulloch	54	Throckmorton	54
Cass	38	Hansford	54	McLennan	16	Titus	38
Castro	54	Hardeman	54	McMullen	41	Tom Green	7
Chambers	56	Hardin	56	Medina	16	Travis	16
Cherokee	38	Harris	56	Menard	54	Trinity	38
Childress	54	Harrison	63	Midland	7	Tyler	38
Clay	35	Hartley	54	Milam	38	Upshur	11
Cochran	54	Haskell	54	Mills	54	Upton	54
Coke	54	Hays	16	Mitchell	54	Uvalde	41
Coleman	54	Hemphill	54	Montague	54	Val Verde	18
Collin	35	Henderson	38	Montgomery	56	Van Zandt	38
Collingsworth	54	Hidalgo	8	Moore	54	Victoria	14
Colorado	37	Hill	38	Morris	38	Walker	38
Comal	16	Hockley	54	Motley	54	Waller	56
Comanche	54	Hood	38	Nacogdoches	38	Ward	54
Concho	54	Hopkins	38	Navarro	38	Washington	38
Cooke	54	Houston	38	Newton	38	Webb	8
Coryell	16	Howard	54	Nolan	54	Wharton	37
Cottle	54	Hudspeth	18	Nueces	40	Wheeler	54
Crane	54	Hunt	35	Ochiltree	54	Wichita	12
Crockett	18	Hutchinson	54	Oldham	54	Wilbarger	54
Crosby	7	Irion	7	Orange	56	Willacy	41
Culberson	18	Jack	38	Palo Pinto	38	Williamson	16
Dallam	54	Jackson	37	Panola	38	Wilson	16
Dallas	35	Jasper	38	Parker	35	Winkler	54
Dawson	54	Jeff Davis	18	Parmer	54	Wise	35
Deaf Smith	54	Jefferson	56	Pecos	18	Wood	38
Delta	35	Jim Hogg	41	Polk	38	Yoakum	54
Denton	35	Jim Wells	37	Potter	7	Young	54
DeWitt	37	Johnson	35	Presidio	18	Zapata	41
Dickens	54	Jones	35	Rains	38	Zavala	41
Dimmit	41			Randall	7		

The wage rates listed are those predetermined by the Secretary of Labor and State Statute to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 1-6-2012

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/6/12	ZONE TX08 1/6/12	ZONE TX11 1/6/12	ZONE TX12 1/6/12	ZONE TX14 1/6/12	ZONE TX16 1/6/12	ZONE TX18 1/6/12	ZONE TX34 1/6/12	ZONE TX35 1/6/12	ZONE TX37 1/6/12	ZONE TX38 1/6/12	ZONE TX40 1/6/12	ZONE TX41 1/6/12	ZONE TX54 1/6/12	ZONE TX56 1/6/12	ZONE TX63 1/6/12
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88			\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87		\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21		\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08			\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85		\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38		\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator						\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator									\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less						\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85			\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	
1343	Crane Operator, Lattice Boom Over 80 Tons						\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62			\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator						\$17.24										
1139	Electrician	\$20.96		\$19.87			\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67			\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52			\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	
1150	Flagger	\$9.30	\$9.10	\$8.50		\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03		\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	
1360	Foundation Drill Operator, Crawler Mounted									\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05			\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40			\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33			\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/6/12	ZONE TX08 1/6/12	ZONE TX11 1/6/12	ZONE TX12 1/6/12	ZONE TX14 1/6/12	ZONE TX16 1/6/12	ZONE TX18 1/6/12	ZONE TX34 1/6/12	ZONE TX35 1/6/12	ZONE TX37 1/6/12	ZONE TX38 1/6/12	ZONE TX40 1/6/12	ZONE TX41 1/6/12	ZONE TX54 1/6/12	ZONE TX56 1/6/12	ZONE TX63 1/6/12
1187	Mechanic	\$20.14	\$15.47	\$17.47			\$17.10			\$17.68	\$18.94	\$18.58		\$16.61	\$18.46	\$16.96	
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22			\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88			\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83		\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12		\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08			\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures						\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10			\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															\$14.95	
1205	Pipelayer		\$11.87	\$14.64			\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	
1384	Reclaimer/Pulverizer Operator	\$12.85					\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53			\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	
1402	Roller Operator, Asphalt	\$10.95		\$11.96			\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44			\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	
1411	Scraper Operator	\$10.61	\$11.07	\$10.85			\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11			\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12			\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	
1612	Truck Driver Transit-Mix									\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75			\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95			\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50			\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02				\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70		\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	

Notes:  
Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.  
The titles and descriptions for the classifications listed here are further detailed in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas*. AGC will make it available on its Web site for any contractor.

**SECTION AD**

**A D D E N D A**