

**CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
FOR

IRON HORSE BLVD
IMPROVEMENTS
FROM RUFÉ SNOW BLVD
TO YORK DRIVE

FOR THE

CITY OF NORTH RICHLAND HILLS**



November 2022

**City of North Richland Hills
Public Works Department**

**Project RFB 23-005
EDA Award 08-79-05337**



A blue ink signature, likely of Brent Billington, is written over the bottom portion of the professional engineer seal.

1/9/2023

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NRH PURCHASING GUIDANCE



PURCHASING DEPARTMENT

REQUEST FOR BID

RFB 23-005

IRON HORSE BLVD

**IMPROVEMENTS FROM RUFÉ
SNOW BLVD TO YORK STREET**

BIDS DUE WEDNESDAY, DECEMBER 14, 2022

BY 2:00 P.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 23-005
- Bid Type: REQUEST FOR BID
- Bid Name: IRON HORSE BLVD IMPROVEMENTS FROM RUFE SNOW TO YORK STREET
- Bid Due Date: Wednesday, December 14, 2022
- Bid Due Time: 2:00 P.M. Central Standard Time
- Pre-Bid Conference (non-mandatory): 2:00 P.M. Central Standard Time, Wednesday, November 30, 2022
- Location: North Richland Hills City Hall Community Room, 4301 City Point Dr, North Richland Hills, TX 76180
- Deadline for questions:
 - Date: Wednesday, December 07, 2022
 - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

No oral explanation in regards to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

All bid responses must be turned in complete from cover page to end of Section 2 – pages in order. Should any page not be filled out (in Section 2 based on Qualification of Bidders), that page is still required to be a part of the bid response; however, Contractor to write ‘to be provided with Contract Documents if awarded to the construction contract.’

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. **BID TIME**

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Wednesday, December 14, 2022**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. **WITHDRAWING BIDS/PROPOSALS/QUOTES**

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. **IRREGULAR BIDS/PROPOSALS/QUOTES**

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. **REJECTION/DISQUALIFICATION**

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

☐ Yes, we agree

☐ No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

☐ Yes, we agree

☐ No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

☐ Yes, we agree

☐ No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

☐ I agree

☐ I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees 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 during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:

Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)

- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable)
- ☐ Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORS who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORS who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORS who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORS who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____ County of _____

(Name) verifies that:

- (1) He/She is owner, partner, officer, representative, or agent of _____, has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this
_____ Day of _____ 20__.

NOTARY PUBLIC in and for

_____ County, Texas.

My commission expires: _____

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____

FAX _____

EMAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

**Texas Building and Procurement Commission
Statewide HUB Program**

1711 San Jacinto Blvd., Austin TX 78701-1416

P O Box 13186, Austin, TX 78711-3186

(512) 463-5872

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas

Regional Certification Agency

624 Six Flags Drive, Suite 216

Arlington, Texas 76011

(817) 640-0606

<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ **Fax No.** _____

Email address: _____

INDICATE ALL THAT APPLY:

_____ **Minority-Owned Business Enterprise**

_____ **Women-Owned Business Enterprise**

_____ **Disadvantaged Business Enterprise**

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-top: 40px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 20px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity _____ Date </p>	

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.

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard _____ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
			City Response: ____ Accepted ____ Not Accepted ____ Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFB, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RFP process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

SPECIFICATIONS

The Contractor shall refer to the following for additional project specifications and relevant details:

1. IRON HORSE BLVD CONTRACT
2. IRON HORSE BLVD SIGNED/SEALED PLANS

SECTION II

BIDDING DOCUMENTS

NOTICE TO BIDDERS

UPLOADED BIDS on forms prepared by the Engineer will be received by the office of the Purchasing Manager of the City of North Richland Hills at City Hall until 2:00 PM, CST, Wednesday, December 14, 2022, for furnishing all labor, material, equipment and the performance of all work required for:

IRON HORSE BLVD IMPROVEMENTS FROM RUFÉ SNOW BLVD TO YORK STREET

COMPLETED BID FORMS DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA: www.publicpurchase.com at which time and place the bids will be publicly opened, read aloud and retained by the Public Works Department for tabulation, checking and evaluation. The “as read” bid results will be posted on www.publicpurchase.com

COMPLETED BID FORMS shall be accompanied by a Bid Guaranty consisting of either a cashier’s check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to The City of North Richland Hills, and in the amount of five percent (5%) of the total amount of the largest amount bid as a guarantee that if the bid is accepted, the bidder will execute the Contract and furnish the required Bonds, within the time-frame indicated in the Bid Form, to the City of North Richland Hills.

BIDDERS should carefully examine the plans, specifications and other documents; visit the site of the work; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should he/she be in doubt as to the meaning, he/she should at once notify the Purchasing Manager and obtain clarification prior to submitting any bid.

PLANS AND SPECIFICATIONS can be downloaded from **Public Purchase** (see below). Plans and contract documents may also be examined without charge at the office of Halff Associates, Inc., 3803 Parkwood Blvd, Frisco, Texas 75034. Copies of said documents may be obtained from Halff Associates, Inc. at the above address upon a non-refundable payment of \$50.00 per set, accompanied by the contractor’s name, contact name, address, telephone number and fax number.

A NON-MANDATORY PRE-BID CONFERENCE will be held at **2:00 p.m. Central Standard Time on Wednesday, November 30, 2022**, at **NRH City Hall Community Room, 4301 City Point Dr, North Richland Hills, TX 76180** keeping in accordance with the latest CDC guidelines. Halff Associates and the City will not respond to any questions and/or comments regarding this Project after 12:00 p.m. Wednesday, December 7, 2022.

PUBLIC PURCHASE: Bidders are encouraged to register with the City of North Richland Hills Purchasing Manager, Scott Kendall, via email at purchasing@nrhtx.com. All Bidders who have registered with Public Purchase (<http://www.publicpurchase.com>) will receive automatic email notifications pertaining to this Bid, such as addendums and other related information released subsequent to the initial release of plans, specifications, bid forms, and contract documents. **It is the sole responsibility of the Bidder to register as a planholder with the City of North Richland Hills. Questions pertaining to this project should be submitted via Public Purchase where the bid is advertised.**

Minimum wage rates to all laborers and mechanics on the project must not be less than as provided in the Contract Documents and Wage Provisions must particularly comply with all other applicable wage laws of the State of Texas.

The right is reserved, as the interest of the City of North Richland Hills may require, to reject any and all bids, to waive any informality in the bids received, and to select a bid best suited to the City of North Richland Hills' best interest.

In case of ambiguity or lack of clearness in stating bid prices, the City of North Richland Hills reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids. No bid may be withdrawn within sixty (60) days after the date on which bids are opened.

SUMMARY OF WORK: Iron Horse Boulevard will be reconstructed from Rufe Snow Boulevard to York Street including concrete pavement, concrete sidewalk, and drainage improvements.

CITY OF NORTH RICHLAND HILLS

Scott Kendall
Purchasing Manager

ADVERTISEMENT DATES:

- **November 18, 2022**
- **November 20, 2022**

SPECIAL INSTRUCTIONS TO BIDDERS

1. BID SECURITY:

A certified check or cashier's check or acceptable bidder's bond made payable to the City of North Richland Hills, Texas, in an amount of five percent (5%) of the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required.

2. QUALIFICATION OF BIDDERS:

No pre-qualification of bidders is required. However, in consideration of the bids, the City of North Richland Hills may require bidders to furnish a written experience record and a financial statement or the most recent audited financial statement of the firm. The City of North Richland Hills reserves the right to use these items of data to influence a decision as to the award of the contract. Bidders need not submit a statement of experience and financial condition unless requested to do so by the City of North Richland Hills. Contractors are required to submit the Experience and Current Workload pages shown on Page II-9, showing that the following items will be met:

- At a minimum, the general contractor shall show minimum 3 projects in similar size and scope completed within the last 10 years and provide reference contract information.

3. CONFLICT OF INTEREST QUESTIONNAIRE:

Bidders are required to complete the Conflict of Interest Questionnaire and to submit this completed form along with their bid form documents.

4. WAGE RATES:

Attention is called to the fact that not less than the prevailing wage rates as hereinafter set forth in the Special Provisions of these Contract Documents, which are made a part hereof, must be paid on this project.

5. PRE-BID CONFERENCE:

A non-mandatory pre-bid conference will be held at 10:00 A.M. Central Standard Time Thursday, January 19, 2023, at NRH City Hall Community Room, 4301 City Point Dr, North Richland Hills, TX 76180.

6. BONDS:

A performance bond and a payment bond, each in the amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required on this project. Additionally, a two (2) year maintenance bond, in the amount of not less than twenty percent (20%) of the final contract price, will be required on this project.

7. POWER OF ATTORNEY:

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

8. STANDARD SPECIFICATIONS:

All work required by this project shall be in accordance with the "Public Works Design Manual" adopted by the City of North Richland Hills and the "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), October 2004 Edition, except as modified in the Contract Documents. Where a conflict exists between the "Public Works Design Manual" and the "Public Works Construction Standards - North Central Texas", the "Public Works Design Manual" shall govern. Copies of both of these standards are included in the Contract Documents by reference and are made a part thereof. Omission of any section from this project's Contract Documents does not mean that such section is not applicable to this project.

9. UNIT PRICE CONTRACT:

The contract for this project is a "Unit Price" Contract. As such, the City of North Richland Hills reserves the right to add and/or delete quantities to specific pay items.

The City of North Richland Hills may further delete an entire unit price pay item if the City of North Richland Hills desires. The City of North Richland Hills reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the City of North Richland Hills for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the City of North Richland Hills but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, lump sum prices may be decreased to cover deletion of work so ordered.

The City of North Richland Hills reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

10. MEASUREMENT AND PAYMENT:

The basis of payment for the pay items noted in the proceeding pages shall be full compensation for furnishing all labor, materials, equipment and incidentals required to complete the work as specified and as shown in the project plans/drawings. Any item of work not specifically listed for payment but required by the project documents shall be considered an incidental item of the project and no specific payment will be made.

11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bond.

12. CONDITIONS OF WORK / OBLIGATION OF BIDDER:

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation(s) to furnish all material, labor, equipment and incidentals necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or City of North Richland Hills public employees.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect to his/her bid.

13. ADDENDA AND INTERPRETATIONS:

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer by 12 p.m. Central Standard Time Wednesday, December 7, 2022. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder. The bid form as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the bid form.

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to Scott Kendall, Purchasing Manager and to be given consideration, must be received by 12 p.m. Central Standard Time Wednesday, December 7, 2022. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and plans which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished on the Plan Holders Sheet), not later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his/her bid submitted. All addenda shall become part of the Contract Documents.

14. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration (EDA) and therefore is also subject to the Federal laws and regulations associated with that program. also extends to the Economic Development Administration (EDA).

15. SUBMITTALS:

Prior to any construction commencing on this project the Contractor shall submit the required submittals to the City Engineer and have his approval for all such submittals as required in the Technical Specifications.

FINANCIAL STATEMENT

Condition of Bidder at close of Business month, _____, 20__

	ASSETS	LIABILITIES
1. Cash on Hand	\$ _____	\$ _____
Cash in Bank	\$ _____	\$ _____
Cash Elsewhere	\$ _____	\$ _____
2. Accounts receivable from completed contracts (exclusive of claims not approved for payment)	\$ _____	\$ _____
3. Accounts receivable from other sources than above	\$ _____	\$ _____
4. Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion)	\$ _____	\$ _____
5. Deposits for bids on other guarantees		\$ _____
6. Notes Receivable Past Due	\$ _____	
Due 90 days	\$ _____	
Due Later	\$ _____	
7. Interest Earned	\$ _____	
8. Real Estate, Business Property, present value	\$ _____	
Other property, present value	\$ _____	\$ _____
9. Stocks and Bonds, Listed on Exchange	\$ _____	\$ _____
Unlisted	\$ _____	\$ _____
10. Equipment, Machinery, Fixtures	\$ _____	\$ _____
Less Depreciation	\$ _____	\$ _____
11. Other Assets	\$ _____	
TOTAL ASSETS	\$ _____	\$ _____

LIABILITIES AND NET WORTH

	ASSETS	LIABILITIES
1. Notes Payable to Banks Regular	\$ _____	
(For Certified Checks)	\$ _____	
Equipment Obligations	\$ _____	
Others	\$ _____	\$ _____
2. Accounts Payable Current	\$ _____	
Past Due	\$ _____	
3. Real Estate Mortgages	\$ _____	\$ _____
4. Other Liabilities		\$ _____
5. Reserves	\$ _____	
6. Capital Stock Paid Up		
Common	\$ _____	
Preferred	\$ _____	
7. Surplus	\$ _____	
TOTAL LIABILITIES	\$ _____	\$ _____

EXPERIENCE RECORD

List of Projects your Organization has successfully completed:

Amount of Contract Award	Type of Work	Date Accepted	Name and Address of Owner

List of Projects your Organization is now engaged in completing:

Amount of Contract Award	Type of Work	Anticipated Date of Completion	Name and Address of Owner

List of Surety Bonds in Force on above Uncompleted Work:

Date of Contract Award	Type of Bond	Amount of Bond ¹	Name and Address of Surety

1 List every type of bond separately. If one project has more than one type of bond, list each and every bond for that project on a separate line.

EQUIPMENT SCHEDULE

List of Equipment owned by bidder that is in serviceable condition and available for use:

Portions of work Bidder proposes to sublet if Awarded the Contract including amount and type:

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	18.2 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	<u>Texas</u>
County of	<u>Tarrant</u>
City of	<u>North Richland Hills</u>

BID FORM
FOR
IRON HORSE BLVD IMPROVEMENTS
FROM RUFÉ SNOW BLVD
TO YORK STREET
FOR THE
CITY OF NORTH RICHLAND HILLS, TEXAS

**(THIS BID FORM MUST BE COMPLETED IN ITS ENTIRETY, SUBMITTED IN ITS
ENTIRETY AND NOT REMOVED FROM THE CONTRACT DOCUMENTS)**

Bid Opening Date: 2:15PM January 27, 2023

TO: City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180

FOR: Iron Horse Blvd Improvements
From Rufe Snow Blvd to York Street

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the plans and Contract Documents and binds himself/herself upon acceptance of this bid form to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

BID SCHEDULE

Total Amount Bid: Base Bid:

Section I – General and Removals	\$ _____
Section II – Paving	\$ _____
Section III – Storm Drain	\$ _____
Section IV – Water	\$ _____
Section V – Pavement Marking and Signing	\$ _____
Section VI – Landscaping	\$ _____
Section VII – Contingency	\$ <u>45,000</u>

\$ _____
(Total Amount Bid, Numerical Value)

Total Amount Bid: Bid Alternate #1*:

Irrigation Sleeves	\$ _____
	\$ _____

(Total Amount Bid Alternate #1, Numerical Value)

***- The Owner reserves the right to delete any bid items or portions thereof. It is the intent of the City to evaluate the Alternate Bid and at the cities sole discretion choose to accept or reject the Alternate Bid with no effect on the Base Bid.**

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section I - General and Removals					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
1	4	EA	Project Signs, furnish and install, complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
2	1	LS	Joint Storm Water Pollution Prevention Plan, implemented and maintained, including preparation of Notice of Intent and Notice of Termination, complete in place. for the Sum of		
			Dollars and Cents per Lump Sum	\$	\$
3	42	STA	Mobilization, work fully performed complete in place. for the Sum of		
			Dollars and Cents per Station	\$	\$
4	42	STA	General Site Preparation, work fully performed complete in place. for the Sum of		
			Dollars and Cents per Station	\$	\$
5	14	EA	Remove Existing Tree, only trees 12" and larger count, work fully performed, complete in place for the Sum of		
			Dollars and Cents per Each	\$	\$
6	1,721	SF	Sawcut and Remove Existing Concrete Sidewalk and Flatwork, work fully performed. for the Sum of		
			Dollars and Cents per Square Foot	\$	\$
7	12,667	SF	Sawcut and Remove Existing Concrete Pavement and Flatwork, work fully performed. for the Sum of		
			Dollars and Cents per Square Foot	\$	\$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section I - General and Removals					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
8	7,335	LF	Remove Existing Concrete Curb and Gutter, work fully performed for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
9	237,824	SF	Remove Asphalt Pavement, work fully performed. for the Sum of		
			Dollars and Cents per Square Foot	\$	\$

SUBTOTAL BID - SECTION I - GENERAL AND REMOVALS : \$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section II - Paving					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
10	8,564	CY	Unclassified Street Excavation, work fully performed complete in place. for the Sum of		
			Dollars and Cents per Cubic Yard	\$	\$
11	433	CY	Embankment, work fully performed complete in place. for the Sum of		
			Dollars and Cents per Cubic Yard	\$	\$
12	23,263	SY	8-inch Thick Lime Treatement, work fully performed, complete in place for the Sum of		
			Dollars and Cents per Square Yard	\$	\$
13	610	Ton	Furnish Lime Material (Hydrated Lime), work fully performed for the Sum of		
			Dollars and Cents per Ton	\$	\$
14	20,078	SY	8-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Pavement including 6" Monolithic Curb, construct complete in place. for the Sum of		
			Dollars and Cents per Square Yard	\$	\$
15	7,994	SF	6-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Pavement including 6" Monolithic Curb, construct complete in place. for the Sum of		
			Dollars and Cents per Square Foot	\$	\$
16	5,631	SF	6-inch Thick, 3,000 psi Portland Cement Concrete including 6" Monolithic Curb for Driveway Approaches, construct complete in place. for the Sum of		
			Dollars and Cents per Square Foot	\$	\$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section II - Paving					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
17	258	SF	Stained and Stamped Concrete Crosswalk Pavement (8"), work fully performed for the Sum of		
			Dollars and Cents per Square Foot	\$	\$
18	905	SF	Stained and Stamped Concrete Crosswalk Pavement (6"), work fully performed for the Sum of		
			Dollars and Cents per Square Foot	\$	\$
19	543	SF	HMAC Transition Pavement, work fully performed for the Sum of		
			Dollars and Cents per Square Foot	\$	\$
20	15,873	SF	4-inch Thick, 3,000 psi Portland Cement Concrete for Sidewalks, construct complete in place. for the Sum of		
			Dollars and Cents per Square Foot	\$	\$
21	6,353	SF	Stained and Stamped Concrete Median Riprap, work fully performed. for the Sum of		
			Dollars and Cents per Square Foot	\$	\$
22	533	SF	Monolithic Median Nose, work fully performed. for the Sum of		
			Dollars and Cents per Square Foot	\$	\$
23	50	LF	Integral Sidewalk Retaining Wall (1.5' Tall or Less), construct complete in place for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section II - Paving					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
24	19	EA	5-Foot Wide TxDOT Type 7 Barrier-Free Ramp, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
25	3	EA	5-Foot Wide TxDOT Type 7 Barrier-Free Ramp (Mod), construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
26	4	EA	6-Foot Wide TxDOT Type 10 Barrier-Free Ramp, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
27	14	MO	Barricades, Warning and Detour Signs, work fully performed for the Sum of		
			Dollars and Cents per Month	\$	\$
28	3,246	SY	Temporary Asphalt Detour Pavement, work fully performed for the Sum of		
			Dollars and Cents per Square Yard	\$	\$

SUBTOTAL BID - SECTION II - PAVING : \$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section III - Storm Drain					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
29	1,116	LF	Remove Existing Storm Drain Pipe (Various Sizes), work fully performed. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
30	10	EA	Remove Existing Inlet / Manhole (Various Sizes), work fully performed. for the Sum of		
			Dollars and Cents per Each	\$	\$
31	4,087	LF	Trench Safety, furnish and install where required by OSHA Standards that are in effect at the time of bidding, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
32	40	LF	Controlled Low-Strength Material Pipe Encasement (CLSM), work fully performed. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
33	8	LF	12-inch PVC Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
34	1,731	LF	24-inch Class III Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
35A	494	LF	30-inch Class III Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section III - Storm Drain					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
35B	209	LF	30-inch Class IV Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
36A	1,160	LF	36-inch Class III Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
36B	65	LF	36-inch Class III Elliptical Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
36C	148	LF	36-inch Class IV Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
37A	51	LF	42-inch Class III Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
37B	92	LF	42-inch Class IV Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
38A	59	LF	48-inch Class III Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section III - Storm Drain					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
38B	26	LF	48-inch Class IV Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
39	43	LF	54-inch Class IV Reinforced Concrete Storm Drain (open cut), furnish and install including Excavation, Embedment and Backfill, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot	\$	\$
40	7	EA	4-foot Square Storm Drain Manhole, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
41	5	EA	5-foot Square Storm Drain Manhole, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
42	1	EA	6-foot Square Storm Drain Manhole, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
43	12	EA	10-foot Standard Curb Inlet, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
44	8	EA	15-foot Standard Curb Inlet, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section III - Storm Drain					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
45	4	EA	20-foot Standard Curb Inlet, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
46	1	EA	10-foot Standard Open-Back Curb Inlet, construct complete in place, including flume. for the Sum of		
			Dollars and Cents per Each	\$	\$
47	6	EA	10-foot TXDOT Type I-CU Inlet, construct complete in place. for the Sum of		
			Dollars and Cents per Each	\$	\$
48	18	SY	18" Rock Riprap, work fully performed, construct complete in place for the Sum of		
			Dollars and Cents per Square Yard	\$	\$

SUBTOTAL BID - SECTION III - STORM DRAIN : \$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section IV - Water & Sewer					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
49	10	EA	Adjust Existing Water Line, work fully performed. for the Sum of		
			Dollars and Cents per Each	\$	\$
50	2	EA	Adjust Existing Water Meter work fully performed. for the Sum of		
			Dollars and Cents per Each	\$	\$
51	8	EA	Adjust Existing Water Valve Box work fully performed. for the Sum of		
			Dollars and Cents per Each	\$	\$
52	6	EA	Adjust Existing Sanitary Sewer Manhole work fully performed. for the Sum of		
			Dollars and Cents per Each	\$	\$

SUBTOTAL BID - SECTION IV - WATER & SEWER : \$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Subtotal - Section V - Pavement Marking and Signing					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
53	1	LS	Pavement Markings, construct complete in place. for the Sum of		
			Dollars and Cents per Lump Sum	\$	\$
54	1	LS	Street Signage, construct complete in place. for the Sum of		
			Dollars and Cents per Lump Sum	\$	\$

JBTOTAL BID - SUBTOTAL - SECTION V - PAVEMENT MARKING AND SIGNING : \$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section VI - Landscaping					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
55	12,126	SY	Block Sodding, furnish and install including topsoil, fertilizer, and watering, complete in place. for the Sum of		
			Dollars and Cents per Square Yard	\$	\$
56	1	LS	Landscaping Restoration Allowance for the Sum of		
			Five Thousand Dollars and Zero Cents per Lump Sum	\$ 5,000.00	\$ 5,000.00
57	1	LS	Irrigation Restoration Allowance for the Sum of		
			Ten Thousand Dollars and Zero Cents per Lump Sum	\$ 10,000.00	\$ 10,000.00

SUBTOTAL BID - SECTION VI - LANDSCAPING : \$

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Section VII - Contingency					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
58	1	LS	Miscellaneous Paving Improvements for the Sum of		
			Twenty Thousand Dollars and Zero Cents per Lump Sum	\$ 20,000.00	\$ 20,000.00
59	1	LS	Miscellaneous Drainage Improvements for the Sum of		
			Twenty Thousand Dollars and Zero Cents per Lump Sum	\$ 20,000.00	\$ 20,000.00
60	1	LS	Miscellaneous Utility Improvements for the Sum of		
			Five Thousand Dollars and Zero Cents per Lump Sum	\$ 5,000.00	\$ 5,000.00

SUBTOTAL BID - SECTION VII - CONTINGENCY : \$ 45,000.00

PROPOSAL/UNIT PRICE BID SCHEDULE

**Iron Horse Blvd
From Rufe Snow Dr to York St
City of North Richland Hills**

Bid Alternate 1					
Item No.	Quantity	Unit	Pay Item Description with Unit Price in Words	Unit Price	Total Price
61	878	LF	2" Irrigation Sleeve, furnish and install, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot		
				\$	\$
62	878	LF	4" Irrigation Sleeve, furnish and install, complete in place. for the Sum of		
			Dollars and Cents per Linear Foot		
				\$	\$

SUBTOTAL BID - BID ALTERNATE 1 : \$

The undersigned bidder acknowledges receipt of the following Addenda:
(If none is received, then write NONE across the blanks.)

Addendum No. 1 - Date Received _____

Addendum No. 2 - Date Received _____

Addendum No. 3 - Date Received _____

Addendum No. 4 - Date Received _____

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within ten (10) days after written authorization to begin the work (Work Order) and to complete the work in full within **400 Consecutive Calendar Days** after the date specified in the "Notice to Proceed/Work Order".

Enclosed with this bid form is a certified check or cashier's check or bid bond payable to the City of North Richland Hills in the amount of five percent (5%) of the total bid, which is to become the property of the City of North Richland Hills, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: _____

Company: _____

Address: _____

SEAL
(If Bidder is a Corporation)

Telephone: _____

Fax: _____

Submitted by: _____ an individual
A partnership
A corporation

Doing Business As: _____

SECTION III

CONTRACTUAL DOCUMENTS

STANDARD FORM OF CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this the ____ day of _____, 20____, by and between the CITY NORTH RICHLAND HILLLS, a municipal corporation, of the County of Tarrant and State of Texas, hereinafter called "OWNER" and- _____of the City of _____, County of _____ and State of _____ hereinafter called "CONTRACTOR."

OWNER and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good and first-class workmanlike manner as specified and indicated in the Contract Documents, of which are incorporated in this Agreement in their entirety as if they were herein set out at length written word for word. The CONTRACTOR shall furnish all labor, materials, tools and equipment required to perform and complete the Work in strict accordance with these Contract Documents. The Work is described as follows:

IRON HORSE BLVD IMPROVEMENTS FROM RUFÉ SNOW BLVD TO YORK STREET

ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, the price or prices shown in the bidder's proposal, which total the following amount:

_____(\$ _____)

ARTICLE 3. CONTRACT TIME / LIQUIDATED DAMAGES.

Unless otherwise stated in this agreement, **time shall be considered of the essence.**

- a. When **time is of** the essence, the CONTRACTOR shall be liable for failure to deliver or delay in delivery occasioned by and including without limitation strikes, lock-outs, inability of obtaining material or shopping space, breakdowns, delays of carriers or suppliers, and preexisting governmental acts and regulations of the Federal and State governments or any subdivision thereof, unless such governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the CONTRACTOR prior to submission of his/her bid and City Council's acceptance thereof.
- b. When **time is not of** the essence, this agreement shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the CONTRACTOR has any commercially reasonable alternative method of performing this contract by purchase on the market or otherwise, he/she shall not be freed of his/her obligation hereunder by this clause, even though the goods intended for this contract were destroyed or their delivery delayed because of any event described above.
- c. **As time is of the essence on this contract**, CONTRACTOR agrees to commence work under this contract within ten (10) days from the date specified in the "Notice to Proceed" and complete each phase of construction within the durations specified in the following table. The durations specified are consecutive calendar days and are subject to such extensions of time as are indicated in the Special Provisions. Each subsequent phase after Phase 1 (Phase 2 and 3) shall start immediately following the previous phase. There shall be no stopping of work or delay of work between phases.

Traffic Control Phase	Duration (Calendar Days)	Anticipated Start Timeframe
<u>Phase 1</u> <i>(North side paving, drainage, and driveway/side street connections)</i>	160 Days	Within 10 days from date on "Notice to Proceed"
<u>Phase 2</u> <i>(South side paving, drainage, and driveway/side street connections)</i>	140 Days	Immediately after Phase 1 is complete
<u>Phase 3</u> <i>(Median pavement, islands, and left turn lanes)</i>	100 Days	Immediately after Phase 2 is Complete
<u>Final Acceptance</u>	Within 400 days from date on "Notice to Proceed"	

Any modifications to the durations provided for each phase of construction must be agreed upon in writing by the CONTRACTOR and the OWNER. Additionally, CONTRACTOR agrees to totally complete work within **400** consecutive calendar days after the date specified in the "Notice to Proceed," subject to such extensions of time as are indicated in the Special Provisions.

d. Milestones included in this contract are as follows:

- 1) **Completion of Traffic Control Phase 1 per the Traffic Control Plan** provided in the Construction Drawings within 160 calendar days and starting within 10 days from the date on the "Notice to Proceed" (subject to such extensions of time as are indicated in the Special Provisions). For purposes of this section, to considered completed, all construction activities included in the Sequence of Construction provided in the Construction Drawings must:
 - a. be in place;
 - b. be functional;
 - c. all storm drain pipes, inlets, and structures within Phase 1 must be completed and operational as determined by the OWNER;
 - d. outfall storm drain connection must be complete as determined by the OWNER;
 - e. all temporary surfaces must be smooth and traversable by property owners;
 - f. all proposed pavement within Phase 1 shall be paved and traversable, AND;
 - g. all erosion control devices shall be inspected, repaired, and/or modified as needed.

In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 1 to the OWNER's satisfaction.

- 2) **Completion of Traffic Control Phase 2 per the Traffic Control Plan** provided in the Construction Drawings within 110 calendar days starting from the completion of Traffic Control Phase 1 (subject to such extensions of time as are indicated in the Special Provisions).
 - a. be in place;
 - b. be functional;
 - c. all storm drain pipes, inlets, and structures within Phase 2 must be completed and operational as determined by the OWNER;
 - d. all temporary surfaces must be smooth and traversable by adjacent property owners;
 - e. all proposed pavement within Phase 2 shall be paved and traversable, AND;
 - f. all erosion control devices shall be inspected, repaired, and/or modified as needed.

In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 2 to the OWNER's satisfaction.

- 3) **Completion of Traffic Control Phase 3 per the Traffic Control Plan** provided in the Construction Drawings within 60 calendar days starting from the completion of Traffic Control Phase 2 (subject to such extensions of time as are indicated in the Special Provisions).
- a. be in place;
 - b. be functional;
 - c. all storm drain pipes, inlets, and structures within Phase 3 must be completed and operational as determined by the OWNER;
 - d. all proposed pavement within Phase 3 shall be paved and traversable;
 - e. all erosion control and traffic control devices shall be removed and the site is cleaned.

In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 3 to the OWNER's satisfaction.

Calendar Days is defined as any day of the week or month; no days being excepted, such as, Saturdays, Sundays, holidays and inclement weather days. Counting of contract time will only be stopped when the Owner issues a written notice stating this fact, or when the project is noted as substantially complete by written notice from the Owner. OWNER shall determine when such action is necessary.

Extensions of time due to weather delays shall be determined in accordance with the following formula:

$E = R - P$ where R is greater than or equal to P, and

E = Extra Precipitation Days

P = Average Precipitation Days

R = Total Precipitation Days

Average Precipitation Days (P) is defined as a day of rain, sleet, hail, snow or any combination thereof, and shall be based upon the average precipitation for each month of the year as defined in the Local Climatological Data summaries issued by the National Climatic Data Center in Asheville, North Carolina, and for this contract shall be as follows:

Average Precipitation

Month	Jan	Feb	Mar	Apr	May	June
Number of Days	6	6	7	7	8	6
Month	July	Aug	Sept	Oct	Nov	Dec
Number of Days	4	4	6	6	6	6

Partial months shall be prorated uniformly for the entire month and the sum of all the months used will be rounded to the nearest whole number. This number shall be P.

Total Precipitation Days (R) is defined as a day of rain, sleet, hail, snow or any combination thereof, if determined by the Owner's Project Representative that the Contractor's construction cannot progress substantially due to precipitation and thus be put in the Daily Inspection Logs as a precipitation day. The sum of all precipitation says shall be R.

The total number of Extra Precipitation Days (E) shall be granted to the Contractor as extension of time due to weather delays, and no additional time due to drying time for saturated soil will be allowed. This contract time is both multi-tiered and cumulative.

e. **Liquidated Damages.** The CONTRACTOR further agrees to pay the following as liquidated damages:

- (1) \$900 per Calendar Day for any unfinished work beyond 400 consecutive calendar days after the "Notice to Proceed" issuance date. This rate shall continue until such time that the Project is complete and accepted by the OWNER
- (2) It is understood between the parties hereto that these sums shall be treated as liquidated damages and not as a penalty, and the OWNER may withhold from the CONTRACTOR's compensation such sums as liquidated damages.

The parties consider the CONTRACTOR's failure to complete performance of the entire contract within the 400th calendar day after the "Phase I Notice to Proceed" date a substantial breach of this agreement, and the amount of liquidated damages set forth herein is a reasonable and fair estimate of just compensation for CONTRACTOR's failure to timely perform the contract.

If there is any conflict between any provision of this Article 3, and any other Provision in this agreement, or in any attachment hereto or any other Contract Document, this Article 3 shall control.

ARTICLE 4. PARTIAL PAYMENT.

OWNER shall make payments to the CONTRACTOR in the following manner. On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. Ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$ 400,000). Five percent (5%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and conditions of the Contract.

It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

ARTICLE 5. DISCRIMINATION.

The CONTRACTOR agrees, in connection with the performance of work under this contract as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.
- c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the contract may be canceled or terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.

ARTICLE 6. ENTIRE CONTRACT.

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

ARTICLE 7. MODIFICATION.

This contract cannot be modified except by a writing signed by both parties.

ARTICLE 8. VARIABLES IN COST.

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this contract nor excuse nonperformance or delay on his/her part.

ARTICLE 10. VENUE.

This contract shall be governed by the laws of the State of Texas. Venue for any court proceedings shall be in Tarrant County, Texas.

ARTICLE 11. CONTRACT DOCUMENTS.

Documents Listed. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

- (1) This Agreement
- (2) Addendum(s)
- (3) "Notice to Bidders" advertisement
- (4) Bidder's Proposal
- (5) Special Instruction to Bidders
- (6) Performance, Payment and Maintenance Bonds
- (7) Certification of Insurance
- (8) Notice to Proceed
- (9) Technical Specifications
- (10) City of North Richland Hills' Public Works Design Manual
- (11) Special Provisions
- (12) General Provisions
- (13) Special Specifications
- (14) Project Construction Plans/Drawings
- (15) Special Material and/or Equipment Specifications
- (16) Special Material and/or Equipment Drawings
- (17) "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, Adopted November 2017
- (18) TxDOT Standard Specifications for Construction and Maintenance of Highways, Street, and Bridges (TxDOT Specifications)
- (19) North Central Texas Council of Government references

ARTICLE 12. SUBCONTRACTORS

Any subcontractor who furnishes labor or materials to fulfill an obligation to CONTRACTOR under this Contract or who performs all or part of the work required by this Contract, must comply with all notice and filing requirements of Texas Property Code, Chapter 53 in order to perfect a mechanic's, contractor's or materialman's lien. If a subcontractor complies with Chapter 53 of the Texas Property Code, Owner shall be authorized to withhold payment from the CONTRACTOR for payment of the claim. Owner shall release any such payment to the CONTRACTOR upon written notice and sufficient documentation to Owner from subcontractor that the claim has been paid or otherwise settled.

IN TESTIMONY WHEREOF, the CITY OF NORTH RICHLAND HILLS has caused this instrument to be signed in its corporate name, and on its behalf by the Mayor, duly authorized to execute this instrument by action of the City Council and _____ a corporation, a partnership, an individual acting
(Name of Contractor) ("X" out the inappropriate wording)
by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

CITY OF NORTH RICHLAND HILLS:

By: _____

Mark Hindman

City Manager

Date: _____

ATTEST:

By: _____

Alicia Richardson

City Secretary

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED TO FORM AND LEGALITY:

By: _____

Maleshia B. McGinnis, City Attorney

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum of _____ (\$_____) [not less than 100% of the approximate total amount of the contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the ____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

**IRON HORSE BLVD IMPROVEMENTS
FROM RUFÉ SNOW BLVD TO YORK STREET**

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 which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of two years from the date of final completion and final acceptance of the work by owner; and if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said contractor and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond. And further 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 way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that this Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvement by the Owner.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

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

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Bond No. _____

PAYMENT BOND

STATE OF TEXAS

§

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ (\$_____) [not less than 100% of the approximate total amount of the Contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the ____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

**IRON HORSE BLVD IMPROVEMENTS
FROM RUFÉ SNOW BLVD TO YORK STREET**

NOW, THEREFORE, the condition of this obligation is such, that 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, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety and 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 way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

(Company Name of Principal)

(Company Name of Surety)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address Line 1)

(Address Line 1)

(Address Line 2)

(Address Line 2)

(City, State and Zip Code)

(City, State and Zip Code)

(Witness)

(Witness)

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

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

Bond No. _____

MAINTENANCE BOND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT _____ a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum of _____ (\$_____) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

**IRON HORSE BLVD IMPROVEMENTS
FROM RUFE SNOW BLVD TO YORK STREET**

The maintenance under this Bond contemplates the complete restoration of the work to a functional use if that should be necessary. It is the intended purpose of this bond to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the Contractor under the Contract; and in case the Contractor or Surety shall fail or refuse to commence and actively pursue such corrections within ten (10) days after written notification has been furnished to them by the Owner, it is agreed that the Owner may do the work and supply such materials and the Contractor and Surety shall be liable for the payment of all costs thereby incurred, jointly and severally.

It is further understood and agreed that the obligation under this bond shall be a continuing one against the Contractor and Surety, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted. It is further understood that the obligation to maintain the work shall continue throughout the maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during that time.

NOW, THEREFORE, the condition of this obligation is such, that the Bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said Contractor in construction of same, or account of any defect arising in any of said work laid or constructed by said Contractor or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said Contractor, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said Contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said Contractor and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

The Owner shall be entitled to its reasonable attorneys' fees and costs in any legal proceeding to enforce the Owner's rights under this bond.

PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety and 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 way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, 20__.

_____ (Company Name of Principal)	_____ (Company Name of Surety)
_____ (Signature)	_____ (Signature)
_____ (Printed Name)	_____ (Printed Name)
_____ (Title)	_____ (Title)
_____ (Address Line 1)	_____ (Address Line 1)
_____ (Address Line 2)	_____ (Address Line 2)
_____ (City, State and Zip Code)	_____ (City, State and Zip Code)
_____ (Witness)	_____ (Witness)

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

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
 Power of Attorney must be attached.
 Amount and Term of Maintenance Bond shall be as stated in the "Special
 Conditions".

CONTRACTOR'S RELEASE TO CITY

TO: CITY OF NORTH RICHLAND HILLS

RE: **IRON HORSE BLVD IMPROVEMENTS
FROM RUFÉ SNOW BLVD TO YORK STREET**

This is to certify that _____, by acceptance
(NAME OF CONTRACTOR)

of this final payment, hereby releases the OWNER, the City of North Richland Hills, from all claims and all liabilities of the City of North Richland Hills for all things done or furnished in connection with work on this project and further releases the City of North Richland Hills from any and all liabilities arising from any act of the OWNER or his/her agent arising in connection with this project. This release in no way operates to release the CONTRACTOR or his/her Surety from any obligations under this contract or the bond tendered pursuant thereto.

(NAME OF CORPORATION)

(AUTHORIZED AGENT)

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of the said _____, a corporation, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

CONTRACTOR'S RELEASE TO CITY *(Continued)*

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _ day of
_____, 20 _____.

(Notary Public in and for the State of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

That THE CITY OF NORTH RICHLAND HILLS, (hereinafter referred to as "Owner"), has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Texas Government Code, Chapter 2253, as amended, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ and _____ Dollars (\$ _____) as **FULL AND FINAL PAYMENT** under the aforementioned Contract, and hereby waives and releases any right Affidant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as "Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code, as amended, and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated in any way from making this affidavit.

WITNESS my hand this the ____ day of _____, 20__.

(Affidant)

(Printed Name)

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

(Notary Public in and for the State of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

SECTION IV

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

For this contract, the Site Protection & Preparation (Division 200), Roadway Construction (Division 300), Roadway Maintenance & Rehabilitation (Division 400), Underground Construction & Appurtenances (Division 500), Conduit and Appurtenance Rehabilitation (Division 600), Structures (Division 700) and Miscellaneous Construction & Materials (Division 800) of the “Public Works Construction Standards – North Central Texas” adopted by the North Central Texas Council of Governments (NCTCOG), November 2017 Edition, with all amendments thereto, shall govern and shall constitute as the Technical Specifications except as herein amended, modified or supplemented. Omission of any section from the Project’s Contract Documents does not mean that such section is not applicable to this Project. The NCTCOG Technical Specifications will be referred to as the Technical Specifications (TS) and will not be physically bound with the other contract documents. Copies may be obtained from the North Central Texas Council of Governments.

EXPLANATION OF BID ITEMS

In this section, NCTCOG Items refer to “Public Works Construction Standards - North Central Texas” adopted by the North Central Texas Council of Governments (NCTCOG), November 2017 Edition. TxDOT Standard Specification Item refers to Texas Department of Transportation’s “Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges” 2004.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

12.1.00 GENERAL

12.1.01 DESCRIPTION

This section covers the requirements for submittal data for equipment and material items to be furnished on this project.

12.2.00 MATERIAL

12.2.01 GENERAL EXECUTION

The CONTRACTOR shall submit to the Engineer, with such promptness as to cause no delay in his/her own work or in that of any other CONTRACTOR, five (5) copies of all shop drawings, manufacturer's catalog sheets, brochures, performance charts, diagrams, schedules and other standard descriptive data required for the work. The Engineer shall review these submittals with

reasonable promptness, making any necessary corrections. If the submittals indicate variances from the requirements of the contract, the CONTRACTOR shall make specific mention of such variation in his/her letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment. Otherwise, the CONTRACTOR shall not be relieved of the responsibility of executing the work in compliance with the contract even though the submittals have been reviewed.

12.2.02 FORM OF SUBMITTALS

The submittals shall be numbered consecutively and shall present the following data as applicable:

- A. Name of project
- B. Date of submittal
- C. References to applicable section(s) of the specifications
- D. Applicable standards
- E. Identification of revisions on re-submittals
- F. Kinds of materials and finishes
- G. All working and erection dimensions and clearances
- H. All arrangement and section views
- I. Connections between functional parts

The Engineer may decline to consider any submittal that does not contain complete data on the work and full information on related matters.

12.2.03 SUBMITTAL PROCEDURE

The procedure for review of submittals shall be as follows:

- A. **The CONTRACTOR shall submit three (3) copies of the submittal to the Engineer for his/her approval.** The submittal shall be accompanied by a letter of transmittal containing the following:
 - 1. Name of the project
 - 2. Name of the CONTRACTOR
 - 3. Name of the submittal
 - 4. References to applicable section(s) of the specifications
 - 5. Other pertinent information as indicated in Section 12.2.02: "Form of Submittals"
- B. When the submittal is satisfactory to the Engineer, all three (3) copies will be stamped and/or marked "Approved" or "Approved as Noted", be dated, receive the signature of the Engineer and two (2) copies will be returned to the CONTRACTOR by separate letter.

- C. Should a submittal be unsatisfactory to the Engineer, he/she will stamp and/or mark thereon "Revise and Resubmit" or "Rejected" and will send two (2) copies to the CONTRACTOR with necessary corrections and changes indicated. The CONTRACTOR must make such corrections and/or changes and submit at least three (3) copies of the re-submittal for approval to the Engineer. The CONTRACTOR shall review and resubmit as required by the Engineer until his/her approval is obtained.
- D. The CONTRACTOR shall allow sufficient time for preliminary review, corrections, resubmission and final review of all submittals. The CONTRACTOR shall allow not less than fourteen (14) days for each review. Submittals critical to the progress of the project, when requested in writing by the CONTRACTOR, will be given priority review.

12.2.04 LIST OF REQUIRED SUBMITTALS

- A. List of all subcontractors
- B. Project Construction Schedule
- C. Proposed Concrete Mix Designs, including the documentation of all proposed concrete admixtures.
- D. Stormwater Pollution Prevention Plan
- E. Construction signing and traffic control plan
- F. Trench Safety Plan
- G. Proposed Concrete Placement Machine Information (slip-form required).
- H. Waterline parts and materials
- I. Storm pipe materials
- J. Stamped and Stained Concrete (pattern and color)

12.3.00 CONSTRUCTION

N/A

12.4.00 MEASUREMENT AND PAYMENT

Any and all Work called for in the Contract Documents or which is required for the proper construction of items called for in the Contract Documents is to be performed by CONTRACTOR unless specifically noted otherwise. The cost of all work for which there is no separate pay item in the proposal shall be included in the price for a related pay item such that work called for or required by the Contract Documents will be constructed for the Contract Price.

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

BID ITEM N/A: CONSTRUCTION STAKING

The provisions of Item 105.4 of the COG Specifications are hereby revised to state that Construction Stakes shall be provided by the CONTRACTOR. There shall be no separate pay provided for Construction Staking. Construction Staking shall be considered subsidiary to Mobilization.

BID ITEM # 1: PROJECT SIGNS

The provisions of Item 107.20 of the COG Specifications and City Specifications shall govern for the erection of project signs.

The CONTRACTOR shall install four (4) Project Signs on Iron Horse Boulevard. The exact locations shall be approved by the OWNER prior to installation.

(2) of these signs shall be in accordance with Figure 2M (R 07-01-2009) of the City of North Richland Hills' Public Works Design Manual. Another (2) of these signs shall be in accordance with the sign details provided in the U.S. Department of Commerce and Economic Development Association documents included in Section V of the Project Manual. These signs shall be installed within 15 calendar days from the date the OWNER awards the contract and shall remain in place during the entire construction period. These Signs shall be removed within 15 calendar days after the OWNER's acceptance of the project improvements. The CONTRACTOR shall maintain the signs for the duration of the construction.

MEASUREMENT AND PAYMENT: The Project Signs shall be measured and paid for at the bid price "per each".

BID ITEM # 2: JOINT STORMWATER POLLUTION PREVENTION PLAN

This item shall govern the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas Commission on Environmental Quality's (TCEQ) Texas Pollution Discharge Elimination System (TPDES) General Permit Number TXR150000. Implementation of the SWPPP, installation of erosion control devices, maintenance of such devices, removal of the devices after completion of the project and vegetation has been re-established in all disturbed areas, and all required documentation, and any required application fees as outlined in the TPDES General Permit TXR150000 shall be included in the price of this item. The Contractor shall submit to the City a copy of TPDES documents, as appropriate, prior to commencing construction. See NCTCOG Item 202 for erosion control devices. Cost for furnishing and installing any and all BMP's specified in the SWPPP including but not limited to silt fence, existing tree protection, inlet protection, rock berms, curlex and stabilized construction entrances shall be subsidiary to this bid item.

If the OWNER or Owner's Representative including the Engineer or City Inspector deems the SWPPP devices deficient, CONTRACTOR will make necessary adjustments to adhere to the SWPPP plan at CONTRACTOR'S expense. No additional payment will be made for repair to erosions control devices.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price of lump sum for the preparation of the SWPPP and its implementation. Payment will be made on a monthly basis by dividing the lump sum contract price by the total contract time (months) for the project and shall include all materials, labor, equipment and incidentals necessary to prepare the SWPPP documents and install the recommended erosion control devices.

BID ITEM # 3: MOBILIZATION

The work under this item shall include 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. Construction Staking is also considered subsidiary to Mobilization.

MEASUREMENT AND PAYMENT: Mobilization shall be measured per 100-foot station as measured along the centerline of Iron Horse Blvd from beginning of street paving to end of street paving and paid as the work progresses. Partial payments for mobilization shall be paid for at the Total Unit Price as shown in the bid proposal with the regular monthly estimates as follows: The adjusted contract amount for construction items as used below is defined as the total contract

amount less total for Mobilization.

- a. When 1% and less than 5% of the adjusted contract amount for construction items is completed, 50% of the mobilization lump sum bid will be paid.
- b. When 5% and less than 10% of the adjusted contract amount for construction items is completed, 75% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- c. When 10% or more of the adjusted contract amount for construction items is completed, 95% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.
- d. Payment for the remainder of the bid amount for "Mobilization" will be made on the final estimate.

BID ITEM # 4: GENERAL SITE PREPARATION

General Site Preparation shall be in accordance with 203.1 of the COG Specifications except as modified below:

This pay item will include removal of improvements or obstructions not specifically provided for in other pay items of the Bid Proposal to include removing gravel, riprap, trees (smaller than 12 inches), stumps (all sizes), landscaping, planter boxes, shrubbery, plantings, fences, brick columns, and other items located within the right-of-way.

The work will consist of trimming, if required, removal of above ground foliage and tree formations, and complete removal of all root systems below grade. Any backfill necessary after stump removal is subsidiary to this bid item. Pavements and sidewalks shall be patched if necessary to allow for vehicular and pedestrian traffic. All excavated areas shall be backfilled and compacted to prevent additional damage to pavement or other structures. Any damage to yard areas shall be restored at no additional pay, including planters and landscape edging and irrigation systems. Irrigation systems shall be capped off prior to construction. This Item includes all safety measures and additional traffic control as needed to complete the work. All trees and plant materials shall be properly disposed of offsite. Maintenance of existing street sections within the project limits shall be the responsibility of the Contractor throughout the project duration at no additional compensation.

Only trees, landscaping and plantings located within the right-of-way and

designated for removal on the plans shall be removed. All other trees and landscaping shall be protected from damage as shown in the plan details.

MEASUREMENT AND PAYMENT: Payment for "General Site Preparation" shall be per 100-foot station as measured along the centerline of Iron Horse Blvd from beginning of street paving to end of street paving.

BID ITEM # 5: REMOVE EXISTING TREE (12 INCHES AND LARGER)

Any required backfilling, grading, and compaction in relation to tree removal is considered subsidiary to this item. All organic material shall be removed. Cost of removal and disposal of trees less than 12 inches in diameter designated to be removed, and existing stumps of all sizes located within the project area shall be subsidiary to "General Site Preparation." Only trees designated on the plans or authorized by the OWNER shall be removed. The CONTRACTOR shall exercise appropriate care not to damage other landscaping in the process, and the CONTRACTOR shall be responsible for correction of any such damage caused during the removal process. All material removed shall become the property of the CONTRACTOR and be disposed in accordance with local, state and federal guidelines.

MEASUREMENT AND PAYMENT: Removal of existing trees 12 inches in diameter or greater shall be paid for on a "per each" basis and shall include complete removal and disposal of tree, roots, and debris.

BID ITEMS # 6 & 7: SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT/SIDEWALK AND FLATWORK

Removal of concrete pavement covered by this specification shall be only where designated on the Construction Plans or upon specific direction from the Owner's Project Representative.

The CONTRACTOR shall make every effort to remove concrete pavement along existing joints. The CONTRACTOR shall saw cut at no extra cost full-depth at the existing joint or along straight, neat lines to remove the area of pavement specified in the Construction Plans. If the adjacent pavement is damaged during the removal process, the CONTRACTOR shall be responsible to saw cut the damaged portion of the pavement until a clean edge is achieved at no cost to the OWNER. The CONTRACTOR will not be compensated for the additional pavement removal or replacement if the damage was caused by the CONTRACTOR during the removal process. If the pavement is in poor condition prior to the CONTRACTOR beginning the removal process, the CONTRACTOR shall coordinate with the Owner's Project Representative to determine the limits

of the concrete removal. In this case, the CONTRACTOR shall be compensated for the removal and replacement of the additional pavement; however, the CONTRACTOR will only be paid for the original length saw cut detailed in the construction plans.

The CONTRACTOR shall exercise appropriate care not to damage other improvements in the process, and the CONTRACTOR shall be responsible for correction of any such damage caused during the removal process. All material removed shall become the property of the CONTRACTOR and be disposed in accordance with local, state and federal guidelines. Item 402.2.1 of the COG Specifications shall govern the removal of existing concrete pavement.

MEASUREMENT AND PAYMENT: Payment for Remove Existing Concrete Pavement shall be by the square foot and shall include the cost of saw cutting.

BID ITEM # 8: REMOVE EXISTING CONCRETE CURB AND GUTTER

Existing concrete curbs and gutters which are designated on the Plans to be removed or designated to be removed in the field by the Owner's Project Representative shall be removed in accordance with the applicable provisions of Specification Item 203.1 "General Site Preparation."

Where removal cannot be terminated at a joint, a saw cut shall be made at no extra cost to the Owner. Any existing reinforcing steel, extending from the concrete which is not removed into that which is removed, shall be retained for a length of 30 diameters into the new concrete.

The CONTRACTOR shall exercise appropriate care not to damage other improvements in the process, and the CONTRACTOR shall be responsible for correction of any such damage caused during the removal process. All material removed shall become the property of the CONTRACTOR and be disposed in accordance with local, state and federal guidelines. Item 402.2.1 of the COG Specifications shall govern the removal of existing concrete curb and gutter.

MEASUREMENT AND PAYMENT: Payment for removal of Curb & Gutter shall be by linear foot removed as measured along the face of the curb or the gutter line and shall include the cost of saw cutting. Note that curb attached to concrete driveways, barrier-free ramps, valley gutters, and approaches shall be included in the concrete pavement removal quantity (per square foot).

BID ITEM # 9: REMOVE ASPHALT PAVEMENT

Existing asphalt pavement designated on the Plans to be removed shall be removed in accordance with the applicable provisions of Specification Item 203.1 "General Site Preparation."

No sawcutting shall be performed in streets until temporary traffic measures are in place. Where removal cannot be terminated at a joint, the CONTRACTOR shall neatly sawcut along straight lines and remove existing asphalt as shown on the plans. Measurement and payment shall be made by the square foot asphalt pavement removed and shall include sawcutting and off-site disposal of rubble and debris.

BID ITEM # 10: UNCLASSIFIED STREET EXCAVATION

Unclassified Street Excavation shall consist of all the required excavation within the project limits as shown on the Construction Plans, the removal, proper utilization or disposal of all excavated material, and the shaping and finishing of all earthwork in conformity with the lines and grades as shown on the Construction Plans or as established by the Owner. Any usable material from excavation shall be compacted in the areas of the project limits needing fill, and the required compaction testing of this excess material shall be included in this bid item and be completed in accordance with City standards. Unclassified Street Excavation shall meet the requirements of Item 203.2 of the COG Specifications.

MEASUREMENT AND PAYMENT: Unclassified Street Excavation shall be measured and paid for by the cubic yard for excavation from its original position, and shall include all materials excavated without regard to the materials encountered. **There shall be no compensation for any quantities in addition to what is provided in the Bid documents unless the lines and grades are changed by the Engineer.**

BID ITEM # 11: EMBANKMENT

This work consists of all the required embankment dirt within the limits of the right-of-way and adjacent areas to establish the proposed cross-section, channel section, grade, and profile as shown on the plans. All embankment shall be installed to the lines and grades shown on the construction plans or as directed by the Engineer, in accordance with the appropriate specifications, details and notes, including NCTCOG Item 203.4. All work shall be in accordance with recommendations provided in the Geotechnical Reports.

Embankment fill should consist of silty clays, sandy clays, or clayey sands with a liquid limit less than 45 and a plasticity index between 4 and 25. Fill shall be placed, moisture conditioned compacted, and tested in accordance with all plan specifications and Geotechnical recommendations as a cost subsidiary to this bid item.

Contractor must provide the City a written and notarized certification from the owner of each proposed off-site embankment source stating that there has never been contamination of the embankment source site with hazardous or toxic materials prior to placement of fill.

MEASUREMENT AND PAYMENT: Embankment for work performed and materials furnished related to embankment, as provided herein, shall be made on the basis of the price bid per cubic yard (CY) and shall be total compensation for furnishing and/or operating all labor, materials, testing, tools, equipment, and other incidentals necessary to complete the work. **There shall be no compensation for any quantities in addition to what is provided in the Bid documents unless the lines and grades are changed by the Engineer.**

BID ITEM # 12: 8-INCH THICK LIME TREATMENT

The subgrade shall be stabilized with lime in accordance with the applicable provisions of Specification Item 301, "Subgrade, Subbase and Base Preparation."

This item provides for the treating of the subgrade by pulverizing, addition of lime in slurry form, mixing and compacting the mixed material to the required density in conformity with the typical section, lines and grades as shown in the Plans or as established by the Owner's Project Representative. The Contractor will not be required to expose the secondary subgrade except in unstable areas. Estimated quantities for lime stabilized subgrade are based on 6 lbs per square yard per inch of subgrade as detailed in the table below (unless a higher rate has been specified by the Geotechnical Report or within the plans):

Subgrade Thickness	Lime Application Rate
6"	36 lbs/SY
8"	48 lbs/SY
10"	60 lbs/SY

Once the final subgrade elevations are achieved during construction and all utilities are in place, the subgrade shall be sampled to determine the required

lime application rate at a cost subsidiary to this bid item. Any offsite fill brought in for use on the project is subject to geotechnical evaluation to determine lime application rate at a cost subsidiary to this bid item.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per each square yard of subgrade thickness as specified in the construction plans from a point 12" behind the backs of the proposed curbs or edges of proposed HMAC transition pavement.

BID ITEM # 13: HYDRATED LIME

Hydrated lime for subgrade stabilization shall be furnished in accordance with the provisions of Specification Item 301.2, "Lime Treatment."

MEASUREMENT AND PAYMENT: Lime will be measured by the ton and paid for at the price bid per ton after its incorporation into the subgrade. The actual amount of lime ordered by the Owner's Project Representative for stabilization and incorporation into the project will be paid for at the price bid per ton. Quantities were computed based on 48 pounds per square yard for an 8-inch depth. This should result in a minimum of 8% hydrated lime used to modify the subgrade soils.

BID ITEM # 14: 8-INCH REINFORCED CONCRETE PAVEMENT WITH MONOLITHIC CURB

This item shall include all necessary materials, labor, tools and incidentals required to construct 8" thick reinforced concrete paving on Iron Horse Blvd in conformance with the lines and grades shown on the Plans. The reinforcing steel for the 8" thick concrete pavement section shall be #4 bars @ 18" o.c.e.w. as shown in the plans.

Reinforced concrete paving shall be constructed with 3,600 psi Class "C" Portland Cement Concrete, and shall be furnished and placed in accordance with the applicable provisions of Specification Item 303 "Portland Cement Concrete Pavement." Admixtures containing fly ash will not be acceptable but shall otherwise adhere to the applicable provisions of Specification Item 303.2 "Portland Cement Concrete Pavement Materials."

CONCRETE QUALITY AND WORKMANSHIP

The finished concrete pavement construction under these specifications is expected to meet certain quality standards for surface of the concrete including the durability, texture, riding surface and appearance.

For this project, the main lane pavement shall be slip-form machine placed concrete with a broom finish in accordance with the specifications below. The contractor shall complete the first 12 concrete panels in the presence of the City Inspector. The quality of the broom finish shall be acceptable to the City Inspector prior to proceeding with additional panels.

The surface must be durable, firm, dense and well bonded to the aggregate to maintain an appearance and texture that is satisfactory to the Owner. Concrete pavement having a poor surface that has spalled (exposed aggregate) due to poor quality paste, high water-cement ratio, over-vibration, improper curing, extreme weather or any other reason, or does not have a satisfactory riding surface shall be removed and replaced at the Contractor's expense. It is extremely important that the pavement have a good riding surface, free from undulations and rough joints. The City Engineer shall determine the acceptability of the pavement.

Broom Finish

If the surface texture is to be a broom finish, it shall be applied when the water sheen has practically disappeared. The broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping in the direction of vehicular travel. The broom operation shall be so executed that the corrugation produced in the surface shall be uniform in appearance and not more than 1/16-inch in depth. Brooming shall be completed before the concrete is in such condition that the surface will be torn or unduly roughened by the operation. The surface thus finished shall be free from rough and porous areas, irregularities, and depressions resulting from improper handling of the broom. Brooms shall be the quality, size, and construction and shall be operated to produce a surface finish meeting the approval of the Owner. Subject to the approval of the Owner, the Contractor may be permitted to substitute mechanical brooming in lieu of the manual brooming as herein described.

Hand Finishing

Hand finishing of concrete pavement will be permitted in areas where it is not practical or possible to construct with finishing machines. These areas include, but are not limited to, intersections, left turn lanes, crossovers, transition areas and where the pavement width is not uniform. In hand finished areas, the concrete shall be struck off with an approved strike-off screed to such elevation that when consolidated and finished the surface of the pavement shall conform to the required section and grade. The strike template shall be moved forward with a combined transverse and longitudinal motion in the direction the work is progressing, maintaining a slight excess of material in front of the cutting edge. The concrete shall then be tamped with

an approved tamping template to compact the concrete thoroughly and eliminate surface voids and the surface screeded to required section. After completion of a strike-off, consolidation and transverse screeding; a hand-operated longitudinal float shall be operated to test and level the surface to the required grade.

Workmen shall operate the float from approved bridges riding on the forms and spanning the pavement. The longitudinal float shall be held in contact with the surface and parallel to the centerline and operated with short longitudinal strokes while being passed from one side of the pavement to the other. If contact with the pavement is not made at all points, additional concrete shall be placed, if required, and-screeded, and the float shall be used to produce a satisfactory surface. Care shall be exercised to keep the ends of the float from digging into the surface of the pavement. After a section has been smoothed so that the float maintains contact with the surface at all points in being passed from one side to the other, the bridges may be moved forward half the length of the float and the operation repeated. Other operations and surface tests shall be as required for machine finishing.

Edging at Forms and Joints

After the final finish, but before the concrete has taken its initial set, the edges of the pavement along each side of each slab, and on each side of transverse expansion joints, formed joints, transverse construction joints, and emergency construction joints shall be worked with an approved tool and rounded to the radius required by the plans. A well-defined and continuous radius shall be produced and a smooth, dense, mortar finish obtained. The surface of the slab shall not be unduly disturbed by tilting of the tool during use.

At all joints, any tool marks appearing on the slab adjacent to the joints shall be eliminated by brooming the surface. In doing this, the rounding of the edge shall not be disturbed. All concrete on top of the joint filler shall be completely removed.

All joints shall be tested with a straightedge before the concrete has set, and correction shall be made if one side of the joint is higher than the other or if they are higher or lower than the adjacent slabs.

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per square yard, complete in place and include all concrete, monolithic curb, reinforcing steel, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals. Measurement and payment by the square yard for concrete pavement shall be made to the back of curbs. Payment shall be based on Plan dimensions and no separate payment shall be provided for monolithic curb or extra thickness of concrete pavement placed.

BID ITEM # 15: 6-INCH REINFORCED CONCRETE PAVEMENT WITH MONOLITHIC CURB

This item shall include all necessary materials, labor, tools and incidentals required to construct 6" thick reinforced concrete paving for the residential side streets and commercial driveways on Iron Horse Blvd in conformance with the lines and grades shown on the Plans and in accordance with the Plans. The reinforcing steel for the 6" thick concrete pavement section shall be #3 bars @ 18" o.c.e.w. as shown in the plans.

Reinforced concrete paving shall be constructed with 3,600 psi Class "C" Portland Cement Concrete and shall be furnished and placed in accordance with the applicable provisions of Specification Item 303 "Portland Cement Concrete Pavement." Admixtures containing fly ash will not be acceptable but shall otherwise adhere to the applicable provisions of Specification Item 303.2 "Portland Cement Concrete Pavement Materials."

Concrete Quality and Workmanship, as described in Bid Item # 14 applies.

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per square yard, complete in place and include all concrete, monolithic curb, reinforcing steel, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals. Measurement and payment by the square yard for concrete pavement shall be made to the back of curbs. Payment shall be based on Plan dimensions and no separate payment shall be provided for monolithic curb or extra thickness of concrete pavement placed.

BID ITEM # 16: 6-INCH REINFORCED CONCRETE DRIVEWAY APPROACH

Six (6") inch thick concrete driveway approaches, including reinforcing steel, shall be constructed in accordance with the details shown on the Plans and with the applicable provisions of COG Specification Item 305.2. A construction joint will be provided at the right-of-way line and where driveways are constructed past the right-of-way line.

Concrete Quality and Workmanship, as described in Bid Item # 14 applies.

MEASUREMENT AND PAYMENT: Six (6") inch thick concrete driveway approaches shall be measured from back of curb and paid for by the square foot including reinforcing steel and expansion joint material.

BID ITEM # 17 & 18: STAINED AND STAMPED CONCRETE CROSSWALK

Stained and Stamped Concrete Crosswalk, including reinforcing steel, shall be constructed in accordance with the details shown on the Plans and with the applicable provisions of COG Specification Item 303. A construction joint will be provided along the perimeter of the proposed crosswalk. Reinforced concrete paving shall be constructed with 6" thick for residential streets or 8" thick on Iron Horse Blvd with 3,600 psi Class "C" Portland Cement Concrete, and shall be furnished and placed in accordance with the applicable provisions of Specification Item 303 "Portland Cement Concrete Pavement." Admixtures containing fly ash will not be acceptable but shall otherwise adhere to the applicable provisions of Specification Item 303.2 "Portland Cement Concrete Pavement Materials." The reinforcing steel for the 6" and 8" thick concrete pavement sections shall be #4 bars @ 18" o.c.e.w. as shown in the plans.

The pattern for the crosswalks shall be herringbone with a soldier course border and the color shall match what is existing at entrance of York Street from Iron Horse Boulevard.

MEASUREMENT AND PAYMENT: Stained and Stamped Concrete Crosswalks shall be measured and paid for by the square foot including concrete, reinforcing steel, expansion joint material, stain, patterning, and labor to perform the work.

BID ITEM # 19: HMAC TRANSITION PAVEMENT (2" TY D ASPHALT ON 4" TY B ASPHALT)

Asphalt Transition Pavement shall be 2" of TY D Asphalt on 4" TY B Asphalt. Asphalt placement shall meet to the requirements for Type "D" and "B" of Item 340 of Standard Specifications for Construction of Highways, Streets and Bridge, latest edition and as shown on city detail 15P-1. A tack coat shall be applied to the base course before placement of the surface course.

This item also includes removal of existing pavement and curb within the limits specified on the Plans. No separate pay will be given for removal of existing pavement (concrete or asphalt) and existing curb or existing curb and gutter.

The OWNER reserves the right to delete any or all of these items from the Contract if not needed.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per square foot asphalt in place. Prime Coat and removal of existing curb and pavement (asphalt or concrete) shall be subsidiary to this item.

BID ITEM # 20: 4-INCH REINFORCED CONCRETE FOR SIDEWALK

Four (4") inch thick reinforced concrete sidewalks, including reinforcing steel, shall be constructed in accordance with the width and details shown on the Plans and with the applicable provisions of the COG Specifications Item 305.2. Reinforced concrete paving shall be constructed with 3,000 psi Class "A" Portland Cement Concrete. One (1") inch thick layer of cushion sand under the sidewalk is subsidiary to the unit price of the sidewalk.

Sidewalk widths vary and shall be installed per the Plans. Expansion joint material and elastomeric filler shall be placed along the full length of the sidewalk between the back of curb and sidewalk (for areas where sidewalk is adjacent to back of curb), and shall be included in the unit price for the sidewalk. Sidewalks located adjacent to the back of curb shall have a sidewalk lug installed per Figure 11P-3 on the Plans. This is subsidiary to sidewalk installation.

The Contractor shall be responsible to ensure all sidewalk construction is in accordance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Any portions of sidewalks which are constructed and do not meet the requirements of ADA and TAS will be required to be removed and replaced at the Contractor's Expense.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per square foot including excavation, concrete, reinforcing steel, cushion sand, joint sealer, expansion joint material and elastomeric filler complete in place.

BID ITEM # 21: STAINED AND STAMPED CONCRETE MEDIAN RIPRAP

Stained and Stamped Concrete Median Riprap, including reinforcing steel, shall be constructed in accordance with the details shown on the Plans and with the applicable provisions of COG Specification Item 303. Reinforced concrete median riprap shall be constructed with 4" thick 3,600 psi Class "C" Portland Cement Concrete and shall be furnished and placed in accordance with the applicable provisions of Specification Item 303 "Portland Cement Concrete Pavement." Admixtures containing fly ash will not be acceptable but shall otherwise adhere to the applicable provisions of Specification Item 303.2 "Portland Cement Concrete Pavement Materials." The reinforcing steel for the 4" thick concrete pavement section shall be #3 bars @ 18" o.c.e.w. as shown in the plans.

MEASUREMENT AND PAYMENT: Stained and Stamped Concrete Crosswalks shall be measured and paid for by the square foot including concrete, reinforcing steel, expansion joint material, stain, patterning, and labor to perform the work.

BID ITEM # 22: MONOLITHIC MEDIAN NOSE

Monolithic median nose shall be constructed in accordance with Item 305.3 of the COG Specifications and the Plans. Median nose shall also be painted yellow with traffic rated paint subsidiary to this pay item.

MEASUREMENT AND PAYMENT: Measurement and Payment for this item shall be at the contract unit price per square foot, complete in place and include all concrete, monolithic curb, reinforcing steel, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals. Measurement and payment by the square foot shall be made to the back of curbs. Payment shall be based on Plan dimensions and no separate payment shall be provided for monolithic curb or extra thickness of concrete pavement placed.

BID ITEM # 23: INTEGRAL SIDEWALK RETAINING WALL (1.5' TALL OR LESS)

This item shall include all the necessary materials, labor, tools and incidentals required to construct integral sidewalk retaining walls less than or equal to 1.5' tall per City standard details included in the plans. The provisions of Item 802.3.2 apply except as modified by these documents.

Concrete shall be 3,000 psi at 28 days. Sidewalk shall be paid under a separate pay item. Cost for backfill, filter fabric, weep holes, aggregate, select fill, formwork, formliner, footings, and excavation is subsidiary to this bid item.

This item was established for bidding purposes only. Exact lengths and locations shall be determined in the field by City Inspectors during sidewalk construction. Pay quantities will be based on length of integral sidewalk retaining wall actually installed.

MEASUREMENT AND PAYMENT: This item is for bidding purposes only and shall only be constructed and paid for with prior city authorization. Payment for this item shall be at the contract unit price per linear foot and shall be full compensation for all labor and materials necessary to complete the work per City standard details.

BID ITEMS # 24, 25, AND 26: BARRIER-FREE RAMP

This item shall govern the installation of Barrier Free Ramps in accordance with the details provided in the Plans, TxDOT Item 531, and Item 305.2 of the COG Specifications .

Concrete for curb ramps shall be constructed with 3,000 psi Class "A" Portland Cement Concrete with 5 sacks of cement per cubic yard, with a maximum slump of 5 inches. Rebar shall be #3 bars spaced at 18" o.c.e.w. Concrete shall meet the requirements of Item 303.

The Contractor shall be responsible to ensure all barrier free ramp construction is in accordance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Any portions of the barrier free ramp which are constructed and do not meet the requirements of ADA and TAS will be required to be removed and replaced at the Contractor's Expense.

Per Texas Accessibility Standards Technical Memorandum TM 08-01 Issues: June 30, 2008, "The ONLY surface texture TDLR is currently aware of that meets the intent of both the Texas Accessibility Standards and the currently enforceable federal Americans with Disabilities Act Accessibility Guidelines are detectable warnings (aka truncated domes) meeting the technical specifications of TAS 4.29.2." Truncated dome surface shall be provided by using precast detectable warning plates or approved equal in a color approved by the City representative. Truncated dome pavers will not be allowed.

"In accordance with Administrative Rules 68.102 and TAS 2.2, the Department is allowing the detectable warning surface to be a minimum of 24" in depth (in the direction of pedestrian travel) in lieu of the full depth of the curb ramp. The deviation from this particular technical requirement does not require a variance. The truncated domes must still extend the full width of the curb ramp (or landing as applicable at parallel curb ramps) and comply with TAS 4.29.2."

MEASUREMENT AND PAYMENT: Payment for this item shall be on a "per-each" basis furnished and installed and shall include all concrete, reinforcement, formwork, truncated domes, monolithic curb, labor, materials, and incidentals necessary to complete the work per provided details.

BID ITEM # 27: TRAFFIC CONTROL - BARRICADES, WARNING, AND DETOUR SIGNS

Barriers, Warning and Detour Signs shall be performed in accordance with Item 801.1 of the COG Specifications, City Specifications and Plans. All traffic control items required to implement the Traffic Control Plan shall be subsidiary to this item. This shall include, but is not limited to, barrels, barricades, panels, signs, removal of existing pavement markings, installation of and removal of temporary pavement markings, concrete traffic barrier, and temporary water/sewer connections, if necessary. Temporary asphalt detour pavement will be paid for separately.

Prior to construction, the CONTRACTOR will be required to submit a detailed

construction sequencing and temporary traffic control plan to address all issues not covered by the construction plans. A schedule shall also be submitted to address times of completion of each stage of the construction sequence and projected dates of road closings, detours, and utility interruptions. The CONTRACTOR shall update this schedule on a monthly basis.

The CONTRACTOR shall follow the sequence of construction provided in these plans. Any deviations from the plans must be submitted in writing to the CITY for approval. Proper notification must be given to all affected property owners at least 48 hours in advance of all construction operations.

No street shall be closed except upon written authority from the OWNER.

Access to adjacent properties must be maintained except for short periods of time when construction actually blocks the driveway. The CONTRACTOR shall place gravel or take other means to insure all-weather access to properties after working hours and during weekends and holidays.

MEASUREMENT AND PAYMENT: The amount bid for this item shall be paid over the duration of the project with the amount paid on each monthly progress estimate determined by the percent complete on all other bid items.

BID ITEM # 28: TEMPORARY ASPHALT DETOUR PAVEMENT

This item shall govern the installation of Temporary Asphalt Detour Pavement in accordance with the Traffic Control Sheets provided in the Plans and TxDOT Item 508. CONTRACTOR shall be responsible for installing, maintaining, and removing temporary asphalt detour pavement as needed during each phase of construction.

Temporary Asphalt Detour Pavement shall be 4" TY B HMAC with 6" Type D Flex-Base Subgrade, or as directed in writing by the OWNER, Inspector, or Engineer. Asphalt placement shall meet to the requirements for Type "B" of Item 340 of Standard Specifications for Construction of Highways, Streets and Bridge, latest edition. A tack coat shall be applied to the base course before placement of the surface course.

In addition to the quantities proposed in the plans, an additional 75 square-yards is included for bidding purposes to be used only as requested by the OWNER via written authorization. The OWNER reserves the right to delete this additional quantity from the Contract if not needed.

MEASUREMENT AND PAYMENT: Payment for this item shall be on a "square-yard" basis of full-depth pavement, furnished and installed, and shall include all labor, materials, earthwork, and incidentals necessary to complete the work per

provided details as well as maintenance and removal of temporary asphalt pavement during construction. Maintenance shall be performed as needed to ensure a continuous, smooth, and level surface along the detour pavement during construction. If necessary, this shall include removing and reinstallation of previously placed detour pavement at no additional cost if repair is deemed not feasible.

BID ITEM # 29: REMOVE EXISTING STORM DRAIN PIPE – VARIOUS SIZES

The provisions of Item 203.3 shall apply except as modified below.

This item will govern for those sections of existing storm drain lines that are designated for removal on the plans. Removal. The CONTRACTOR shall be paid only for existing lines actually removed. The CONTRACTOR shall be responsible for locating lines to be removed.

MEASUREMENT AND PAYMENT: Payment for “Remove Existing Storm Drain Pipe” shall be on a per linear foot basis and shall include excavation, pipe removal and disposal, pipe cutting and plugging, backfill and all labor and materials necessary to remove the existing line.

BID ITEM # 30: REMOVE EXISTING INLET / MANHOLE

Removal shall be in accordance with NCTCOG Specification 203.1 and the Plans. Existing storm drain inlets and handholes (all types) to be removed shall become the property of the CONTRACTOR to be disposed in accordance with local, state and federal guidelines. Plugging of pipe is incidental to the cost of removal of inlets.

MEASUREMENT AND PAYMENT: Payment for “Remove Existing Inlet / Manhole” shall be on a “per each” basis and shall include excavation, concrete removal and disposal, pipe plugging, backfill, and all labor and materials necessary for complete removal of the inlet or manhole.

BID ITEM # 31: TRENCH SAFETY

Trench Safety shall be in accordance with NCTCOG Specification 107.20.3 and shall apply except as modified below:

In addition to personnel safety, the Trench Safety Program developed by the Contractor must provide for sheeting and shoring procedures capable of

providing support of the trenches or boring pits, giving due consideration to the proximity of existing structures and other facilities along the proposed water, and sanitary sewer lines.

Contractor must submit a Trench Safety Plan to the City prior to beginning construction.

The cost of dewatering, if necessary, shall be incidental to this Bid Item.

MEASUREMENT AND PAYMENT: The Contractor shall be paid under this bid item based on the linear foot of storm drain installed using open-cut trench method only. The CONTRACTOR shall be paid only for those installations that exceed a depth of five feet.

BID ITEM # 32: CONTROLLED LOW STRENGTH MATERIAL (CLSM)

Controlled Low Strength Material CLSM shall be installed in accordance with NCTCOG Specification 504.2.4.

CLSM shall be installed around the outside of existing sanitary sewer pipes at proposed storm drain crossings where the vertical clearance between proposed storm drain and existing sanitary sewer pipe is less than two feet, measured from outside of pipe to outside of pipe. CLSM shall encase the sanitary sewer pipe in its entirety for a length of 10' along the sanitary sewer line in each direction from point of crossing unless directed otherwise by the OWNER's inspector.

CLSM encasement shall be a minimum of one foot thick measured from outside of pipe and shall extend two feet vertically in the direction of the crossing, partially encasing the bottom of the storm pipe.

MEASUREMENT AND PAYMENT: The Contractor shall be paid under this bid item based on the linear foot of CLSM installed and shall include excavation, trench protection, backfill, and all labor and materials necessary to perform the work.

BID ITEM # 33: 12" PVC STORM DRAIN – (OPEN CUT)

12" PVC Storm Drain line shall be installed only as needed to extend the existing PVC roof drain from the Prestige Ameritech property as detailed in the plans. Material shall be C900 PVC or as directed by the OWNER, Inspector, or Engineer.

Excluding the pipe material, Class III Reinforced Concrete Storm Drain, as described in Bid Items # 34, 35, 36, 37, 38, & 39, applies.

MEASUREMENT AND PAYMENT: Payment for storm drain line shall be by the linear foot and shall include all excavation, embedment, backfill, fittings and pipe collars.

BID ITEMS # 34, 35, 36, 37, 38, & 39: CLASS III REINFORCED CONCRETE STORM DRAIN – VARIOUS SIZES (OPEN CUT)

Storm drain line shall be furnished and installed in accordance with Items 501.6, 504 and 508 of the COG Specifications and City Specifications. All Storm drain pipe shall be ASTM C-76, Class III Reinforced Concrete Pipe or as noted in the plans. Pipe collars shall be installed at all pipe size changes, grade changes, and connections to existing storm drain lines at no additional cost. All proposed storm drain fittings and connections shall be pre-fabricated. Field connections can be used for connections to existing lines only. All storm connections to existing and proposed storm infrastructure, including but not limited to, junction boxes, pipe, box culverts, and inlets is considered subsidiary to storm pipe. There will be no separate pay for connections. The cost of trench excavation, embedment, and backfill is incidental to this bid item.

The cost of trench excavation, embedment and backfill is incidental to this bid item. All ditchlines shall be mechanically tamped with the cost incidental to this bid item. Backfill should be placed in 6"-8" loose lifts (12" maximum) and shall be compacted to 95% of the maximum dry density as defined by ASTM D-698 (Standard Proctor) procedures under existing and proposed pavement, and to 90% Standard Proctor procedures elsewhere. Densities shall be taken every one (1) lift at staggered hundred foot increments and is considered subsidiary to this item.

Pipe joints shall be sealed at equal or no extra pay. This item shall include plugs, cutting and plugging existing lines, and connections to adjacent structures necessary for complete installation. If working in paved street and driveway areas open to traffic, the contractor shall provide for a temporary 3-inch hot mix asphalt surface material pavement Type "B" of the TxDOT Standard Specifications for Construction of Highways, Streets and Bridge, latest edition to be placed over the ditch area until the final improvements are made. This work shall be incidental to General Site Preparation. Radius pipe shall be used where indicated on the plans.

MEASUREMENT AND PAYMENT: Payment for storm drain line shall be by the linear foot and shall include all excavation, embedment, backfill, fittings and pipe collars.

BID ITEMS # 40, 41, & 42: STORM DRAIN MANHOLE (VARIOUS SIZES)

Storm drain manholes shall be constructed in accordance with Items 502.12 and 702 of the COG Specifications and City Specifications. All manholes shall be cast-in-place. Concrete for storm drain manholes shall be Class "C" with a minimum of 5 sacks per cubic yard cement content and a 3,600 psi minimum compressive strength when tested at 28 days.

MEASUREMENT AND PAYMENT: Payment for storm drain manholes shall be on a "per each" basis and shall include excavation, form work, concrete, reinforcing steel, backfill, ring and lid.

BID ITEMS # 43, 44, 45, & 46: STANDARD CURB INLET (VARIOUS SIZES)

Storm drain inlets shall be constructed in accordance with Items 502.12 and 702 of the COG Specifications and City Specifications. Where applicable, the depth shall be adjusted per the Plan elevations at no additional cost. All inlets shall be cast-in-place. Concrete for inlet shall be Class "C" with a minimum 5 sacks per cubic yard of cement content and a 3,600 psi compressive strength when tested at 28 days.

MEASUREMENT AND PAYMENT: Payment for Standard Curb Inlets shall be on a "per each" basis and shall include excavation, backfill, form work, concrete, reinforcing steel, ring and lid, and labor to perform the work. Existing curb removal and replacement where applicable is incidental to this bid item.

BID ITEM # 47: TXDOT TYPE I-CU INLET (VARIOUS SIZES)

TXDOT Type I-CU inlets shall be constructed in accordance with Item 465 of the TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and City Specifications. Where applicable, the depth shall be adjusted per the Plan elevations at no additional cost. I-CU inlet top may be installed as cast in place after installation of precast concrete inlet base. Concrete for I-CU inlets shall be Class "H" with a minimum 5 sacks per cubic yard of cement content and a 5,000 psi compressive strength when tested at 28 days.

MEASUREMENT AND PAYMENT: Payment for TXDOT Type I-CU Inlets shall be on a “per each” basis and shall include excavation, backfill, form work, concrete, reinforcing steel, ring and lid, precast base, and labor to perform the work.

BID ITEM # 48: ROCK RIPRAP (18”)

This item shall be performed in accordance with Item 803.3 “Slope and Channel Protection, Riprap” of the NCTCOG Standard Specifications Fifth Edition.

Rock for riprap shall be durable and of a quality to insure permanence in the structure. It shall be free from cracks, seams and other defects that would tend to increase deterioration. Rock shall be reasonably well-graded between the following prescribed limits shown on the plans.

The weight of rock shall be 155-lbs per solid cubic foot (minimum) calculated from the bulk specific gravity (saturated surface dry).

Rock for riprap shall be placed on the geotextile in such a manner as to produce a reasonably well-graded mass of rock with the minimum percentage of voids and shall be constructed within the specified tolerance to the lines and grades shown on the drawings. The intent of these specifications is to require the placement of riprap to the thickness shown and to allow isolated stones to extend as much as six (6) inches above grade. Riprap shall be placed to its full course thickness at one operation and in such a manner as to avoid displacing the geotextile. The larger rocks shall be well distributed and the entire mass of rocks in their final position shall conform to the gradation specified hereinbefore. The finished riprap shall be free from objectionable pockets of small rocks and clusters of larger rocks. The desired distribution of the various sizes of rocks throughout the mass shall be obtained by successive loading of the material at the quarry or other source, by controlled dumping of successive loads during final placing, or by methods of placement that will produce the specified results. Rearranging of individual rocks by mechanical equipment and by hand is necessary to obtain a reasonably well-graded mass with minimum voids. The Contractor shall maintain the riprap protection until the Owner accepts the project. Any material displaced by any cause, including erosion, shall be replaced to the lines and grades shown on the drawings.

Geotextile for use beneath the riprap shall meet the requirements of NCTCOG Item 803.4 for drainage conditions, unprotected applications, and EOS greater than a #50 sieve and permeability equal to soil (normal application).

The geotextile shall be placed in such a manner and at the locations shown on the drawings. At the time of installation, the geotextile shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage. The surface to receive the geotextile shall be prepared to a relatively smooth condition free of obstructions, depressions, debris and soft or low density pockets of material. Erosion features such as rills, gullies, etc. must be graded out of the surface before geotextile placement. The geotextile shall be placed with the long dimension perpendicular to the centerline of the channel and laid smooth and free of tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of 24-inches of overlap for each joint. Temporary pinning of the geotextile will be required to help hold it in place until the rock riprap is placed. The temporary pins shall be removed as the riprap is placed to relieve high tensile stress that may occur during placement of material on the geotextile. The specified placement procedure requires that the length of the geotextile be greater than the actual slope length. The Contractor shall adjust the actual length of the geotextile used based on initial installation experience. The geotextile shall be protected at all times during construction from contamination by surface runoff and any geotextile so contaminated shall be removed and replaced with uncontaminated geotextile. Any geotextile damaged during installation or during placement of riprap shall be replaced by the Contractor at no cost to the Owner. The work shall be scheduled so that the covering of the geotextile with a layer of the specified material is accomplished within seven (7) calendar days after placement of the geotextile. Failure to comply shall require replacement of geotextile. The geotextile shall be protected from damage prior to and during placement of the rock riprap. Before placement of rock, the Contractor shall demonstrate that the placement technique will prevent damage to the geotextile. In no case shall any type of equipment be allowed on the unprotected geotextile.

Where grouting is specified, prevent soil, or foreign material from filling the void spaces between the stones when the plans require grouting common stone riprap. Wet the stones thoroughly after they are in place, fill the voids between with grout; and compact the area. Sweep the surface with a stiff broom after grouting. Place grout only when air temperature is above 35 degrees. Protect work from rapid drying for at least 72 hours after placement.

MEASUREMENT AND PAYMENT: Rock riprap shall be measured and paid for by the square yard and shall include rock, bedding, grout (if specified), geotextile, and all materials, equipment, and labor necessary for a complete functional installation.

BID ITEM # 49: ADJUST EXISTING WATER LINE

This item shall govern for the adjustment and lowering portions of the existing 8-inch and 10-inch water line to avoid conflict with proposed storm drain lines. The water line is owned and operated by the City of North Richland Hills. Contractor to coordinate with the City for this work.

Trench Safety as described in Bid Item # 31 applies for all trenching required to perform this work.

The bid quantity was established for bidding purposes only. Adjustments shall be made only when conflicts are verified in the field by City Inspectors during construction. No adjustments shall be made without express approval from City Inspectors.

MEASUREMENT AND PAYMENT: The CONTRACTOR shall be paid under this item on a "per each" basis and shall include locating the pipe, coordination with City of North Richland Hills, and all other pipe, fittings, materials, equipment, labor, tools, trench safety, and incidentals necessary to complete the work.

BID ITEM # 50: ADJUST WATER METER BOX TO GRADE

This item shall govern adjusting existing water meter boxes such that the finished elevation of the top of box is flush with proposed grade.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price "per each" water meter box adjusted and shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work.

BID ITEM # 51: ADJUST WATER VALVE TO GRADE

This item shall govern adjusting the valve stack on water valves such that the finished elevation of the rim is flush with the grade of the proposed pavement. See NRH Detail 1W.

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price "per each" water valve adjusted and shall include all materials including extension stems if necessary, equipment, labor, tools, and incidentals necessary to complete the work.

BID ITEM # 52: ADJUST EXISTING SANITARY SEWER MANHOLE TO GRADE

This item shall govern only for adjusting existing manholes to grade on existing sewer lines to remain under street construction. The cost of adjusting proposed manholes to grade is incidental to the unit cost of the manhole. Adjustments shall be made with grade rings. Rings and lids shall be salvaged and reused.

MEASUREMENT AND PAYMENT: Payment for this item shall be on a "per each" basis for those manholes actually adjusted.

BID ITEM # 53: PAVEMENT MARKINGS

Pavement markings shall be performed in accordance with TxDOT Standard Specifications and the Manufacturer recommendations and shall include paint striping, thermoplastic striping and markings, and raised pavement markers.

MEASUREMENT AND PAYMENT: All pavement markings shall be measured and paid for on a lump sum basis to the limits of construction shown on the plans and shall be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including removal of existing signage, markings, surface preparations, sealing, etc. as called for on the plans and in the TxDOT specifications. Any damage to existing facilities, markings, sod, etc. as a result of this work will be subsidiary to the cost of this bid item.

BID ITEM # 54: STREET SIGNAGE

Signage shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest revision.

Signage includes removing and re-installing existing signs to their permanent location, removing and salvaging existing signs, installation of new signs, temporary relocation of existing signs and replacement of existing damaged signs. The City of North Richland Hills reserves the salvage rights on surplus/replaced signage.

New Street signs will be furnished, mounted, and installed by the Contractor. Contractor shall submit shop drawings and product data for all new signs for review prior to installation.

MEASUREMENT AND PAYMENT: All signage shall be measured and paid for on a lump sum basis to the limits of construction shown on the plans and shall be

full compensation for all labor, materials, equipment, and incidentals necessary to complete the work, including removal of existing signage, markings, surface preparations, sealing, etc. as called for on the plans and in the TxDOT specifications. Any damage to existing facilities, markings, sod, etc. as a result of this work will be subsidiary to the cost of this bid item.

BID ITEM # 55: BLOCK SODDING

Block Sodding shall be installed per TxDOT Specification Items 160 and 162. The type of sod placed shall match the type of grass in the adjacent lawn area. A 4-inch layer of topsoil, furnished in accordance with Item 162, shall be placed on all areas to be sodded. Suitable on-site topsoil may be utilized, or topsoil shall be imported to achieve 4-inches. Topsoil shall be considered subsidiary to block sodding. Fertilizer shall be furnished in accordance with Item 166 and applied at time of initial sodding only. Fertilizer shall be considered subsidiary to Block Sod placement. Watering during construction will be considered subsidiary to block sodding and will be done in accordance with Item 168. Watering shall be done until accepted by the owner and the City.

The topsoil shall be uniformly distributed on the designated area(s) and it shall be a minimum of 4 inches (75 mm) deep after firming. Spreading shall be performed in such a manner that sod installation can proceed with a minimum of additional soil preparation and tillage. Any irregularities in the surface resulting from topsoiling or other operations shall be corrected in order to prevent the formation of depressions or water pockets. Topsoil shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet, or in a condition that may otherwise be detrimental to proper grading or proposed for turfgrass sod installation.

After the topsoil has been spread and the final grade approved, it shall be cleared of all grade stakes, surface trash or other objects that would hinder installation and/or maintenance of turfgrass sod and other plantings. Paved areas over which hauling operations are conducted shall be kept clean and any soil which may be brought upon the surfacing shall be promptly removed. The wheels of all vehicles shall be kept clean to avoid tracking soil on the surfacing of roads, walks or other paved areas.

The first row of turfgrass sod shall be laid in a straight line, with subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to insure that the pieces are not stretched or overlapped and that all joints are butted tightly to prevent voids that would cause air drying of the roots.

The installation contractor shall water the turfgrass sod immediately after transplanting to prevent drying. As sodding is completed in any one section, the

entire area shall be lightly rolled. It shall then be thoroughly watered to a depth sufficient to ensure the underside of the new sod pad and soil immediately below the pad are thoroughly wet. The general contractor shall be responsible for having adequate water available at the site prior to and during installation.

The general contractor shall supply adequate water to the site. The single-most important factor in the successful rooting of newly installed turfgrass sod is adequate, regular watering. Watering should begin immediately after installation. The amount of water required will vary depending upon season, weather, temperature, wind, slope and turfgrass variety. The general contractor shall designate the party responsible to ensure adequate water supply and application.

MEASUREMENT AND PAYMENT: Block Sodding shall be measured and paid per square yard of block sod installed and includes all labor, equipment and materials necessary to complete the work including preparation of topsoil, watering, fertilizing and maintenance until accepted by the property owner and the City. The cost of topsoil, fertilizer, and watering is incidental to the unit price of sodding.

BID ITEM # 56: LANDSCAPING RESTORATION ALLOWANCE

Landscaping Restoration Allowance shall consist of restoring all existing landscaped areas affected by the construction to an equal or better condition. This work shall include, but not be limited to, any relocation/replacement of landscape plants, bedding material, edging material, decorative rocks/boulders and any other plan material that may be encountered during construction.

The CONTRACTOR shall only utilize this item when approved and should avoid damaging existing landscaping whenever possible. This item should only be used if damaging the existing landscaping is unavoidable. It is the CONTRACTOR'S responsibility to verify the existing conditions and plant species within landscape areas prior to construction. This item may be used with approval by the Owner. Owner reserves the right to delete any or all of this item from the Contract if it is not needed.

MEASUREMENT AND PAYMENT: Payment for landscape restoration will be provided out of the allowance for Landscaping Restoration Allowance. Payment will be based on a price agreed upon prior to the work being performed. 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.

BID ITEM # 57: IRRIGATION RESTORATION ALLOWANCE

Irrigation Restoration Allowance shall consist of restoring all existing irrigation systems affected by the construction to an equal or better condition. This work shall include, but not be limited to, any relocation/replacement of spray heads, control valves, piping, sleeving, and all other irrigation equipment that may be encountered during construction.

The CONTRACTOR shall only utilize this item when approved and should avoid damaging existing irrigation whenever possible. This item should only be used if damaging the existing irrigation is unavoidable. It is the CONTRACTOR'S responsibility to verify the existing conditions and types of irrigation appurtenances (spray heads, drip irrigation, piping, etc) within landscape areas prior to construction. This item may be used with approval by the Owner. Owner reserves the right to delete any or all of this item from the Contract if it is not needed.

MEASUREMENT AND PAYMENT: Payment for irrigation restoration will be provided out of the allowance for Irrigation Restoration Allowance. Payment will be based on a price agreed upon prior to the work being performed. 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.

BID ITEMS # 58, 59, & 60: MISCELLANEOUS PAVING, DRAINAGE, AND UTILITY IMPROVEMENTS

The scope of work for these bid items will be determined in the field during the course of construction.

These items are provided to cover the cost of miscellaneous adjustments and other work ordered by the OWNER, Inspector or Engineer but not included in any other Bid Schedule Item. A maximum allowance is indicated in the Bid Schedule for each of these items.

The OWNER reserves the right to delete any or all of these items from the Contract if not needed.

There will not be a measurement for this item. CONTRACTOR shall furnish all invoices and other documentation required by OWNER in order to determine the "actual field cost" of miscellaneous work covered under these items.

MEASUREMENT AND PAYMENT: Payment for contingency work shall be made by the lump sum price agreed on in writing by the OWNER and the

CONTRACTOR before said work is commenced. The Work is subject to all other conditions of the contract. 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.

BID ITEM # 61 & 62: IRRIGATION SLEEVES (VARIOUS SIZES)

Sleeves for future irrigation shall be Schedule 40 PVC and shall be installed a minimum of 24 inches below grade. Irrigation sleeves shall be installed via open cut and prior to installing pavement.

This item is a Bid Alternate and may be removed from the scope of services at the OWNER's discretion. CONTRACTOR shall only perform this work if given written authorization by the OWNER to proceed.

MEASUREMENT AND PAYMENT: Irrigation sleeves shall be measured and paid on the linear foot of conduit installed and includes excavation, embedment, backfill, and all incidental labor and materials necessary to complete the work.

SECTION V

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SP-1: GENERAL

For this contract, the General Provisions (Division 100) of the “Public Works Construction Standards - North Central Texas” adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, adopted in November 2017, with all amendments thereto, shall govern and shall constitute as the Special Provisions except as herein amended, modified or supplemented. Omission of any section from this Project’s Contract Documents does not mean that such section is not applicable to this Project. The NCTCOG General Provisions will be referred to as the General Provisions (GP) and will not be physically bound with the other contract documents. Copies may be obtained from the North Central Texas Council of Governments.

The following Special Provisions shall take precedence over all other contract conditions, specifications and agreements.

SP-2: PROJECT DESCRIPTION

The work associated with this Project includes, but is not limited to, the following tasks:

1. Construction staking
2. Erosion control
3. General site preparation and demolition
4. Lime stabilized subgrade
5. Reinforced concrete pavement
6. Driveway and sidewalk construction
7. Storm drain construction
8. Temporary traffic control
9. Trench safety
10. Cleanup and removal of erosion control

SP-3: DEFINITIONS

Modify GP Item 101.1 Definitions as follows:

The word "City" or "OWNER" in these documents shall be understood as referring to:

The City of North Richland Hills, Texas
4301 City Point Drive
North Richland Hills, Texas 76180

The word "Engineer" in these documents shall be understood as referring to a professional engineer employed by the City of North Richland Hills.

The word "Inspector" in these documents shall be understood as referring to the technical construction inspector within the OWNER's Public Works Department.

The word "OWNER's Representative" in these documents shall be understood as referring to the OWNER's Director of Public Works, Public Works Technical Construction Inspector(s), Engineer of the OWNER, or such other Engineer or Supervisor as may be authorized by the OWNER to act in any particular position.

Any reference to "Special Conditions" or "Supplemental Special Conditions" shall be understood as referring to these Special Provisions.

SP-4: INFORMATION CONCERNING CONDITIONS

Add the following to GP Item 102.3. Examination of Plans, Specifications and Site of the Work:

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsoil and water conditions to be encountered; improvements and obstructions which may be encountered, especially those to be protected; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof; protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

The accuracy of the information furnished by the Engineer or the plans and specifications as to underground structures and surface structures, foundation conditions, character of soil, position and quality of ground and subsoil water, etc., are not guaranteed by the OWNER.

Subsurface exploration, to ascertain the nature of the soils at the project site, including the amount of rock, if any, is to be the responsibility of any and all prospective bidders. Whether prospective bidders perform this subsurface exploration jointly or independently, it shall be left to the discretion of such prospective bidders. Subsurface exploration shall not be attempted without the approval of the Engineer.

SP-5: ADDENDA

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer **at least four (4) days prior to the Bid Opening**. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder who has requested and received a bid packet. The bid proposal as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the bid opening, with the appropriate recognition of addenda so noted in the bid proposal.

SP-6: PROPOSED GUARANTY

Modify GP Item 102.5. Proposal Guaranty to include:

The five percent (5%) proposal guaranty shall be five percent (5%) of the largest possible total for the bid submitted.

SP-7: FILING OF PROPOSAL

Add the following to GP Item 102.6. Filing of Proposals:

Bids, affidavits and proposed construction schedules must be submitted in sealed envelopes within the time limit for receiving proposals, as stated in the "NOTICE TO BIDDERS", which envelopes bear a legible notation, "PROPOSAL", and the name of the project. The original copy shall be filed with the City of North Richland Hills in the office of the City Secretary at City Hall.

SP-8: REJECTION OF PROPOSALS

Add the following reasons to GP Item 102.11. Rejection of Proposals:

- (7) Proposals that are incomplete insofar as the required signatures, proposal guaranty, or containing any material irregularities.

SP-9: DISQUALIFICATION OF BIDDERS

Add the following reason to GP Item 102.12. Disqualification of Bidders:

- (9) where more than one proposal for an individual firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect.

SP-10: QUALIFICATION TO PERFORM

The OWNER may make such investigations as he/she deems necessary to determine the bidder's ability to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted fails to satisfy the OWNER that such bidder can properly carry out the obligations of the contract and to complete the work contemplated therein.

SP-11: AWARD OF CONTRACT

Add the following to GP Item 103.2. Award of Contract and Commencement of Work:

The award, if made, shall be on the basis of the lowest acceptable bid submitted by a qualified responsible bidder, as determined by the OWNER, within 60 days after the opening of proposals. In determining the lowest acceptable bid, the OWNER will consider all relative factors such as: efficiency of a single contractor in the project area, increase in public safety due to a single contractor's operations, length of construction, coordination of construction activities, previous experience the OWNER may have had with the bidder, effects on area traffic due to construction detours and efficient use of City funds. The right is reserved, as the interest of the OWNER may require, to reject any and all bids and to waive any formality in bids received. It is the intention of the OWNER to award a single contract for this work.

SP-12: BONDS - AMOUNT AND TERMS

In addition to GP Item 103.3. Surety Bonds, add the following:

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the City in the amount herein required, the following surety bonds:

- (1) A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total awarded contract price, guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the City against any improper execution of the work or the use of inferior materials.
- (2) A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total awarded contract price, guaranteeing payment for all labor, materials and equipment used in the construction of the project.
- (3) A good and sufficient Maintenance Bond in an amount equal to twenty percent (20%) of the final contract price, guaranteeing the maintenance in good condition of such project for a period of two (2) years from and after the time of its completion and acceptance by the City.

General conditions for bonds are as follows:

1. The surety on each bond must be a responsible surety company which is licensed and qualified to do business in the State of Texas (surplus lines carriers are not acceptable) and satisfactory to the City. No surety will be accepted who is in default or delinquent on any bond or who is interested in any litigation against the City. Should any surety on the contract be determined unsatisfactory at any time by the City, notice will be given to the CONTRACTOR to the effect, and the CONTRACTOR shall forthwith substitute a new Surety or Sureties satisfactory to the City. (Texas Lloyd's Plan carriers are not acceptable.) No payment will be made under the contract until the new Surety or Sureties, as required, have qualified and have been accepted by the City. The contract shall not be operative nor shall any payments be due until approval of the bonds has been made by the City.
2. The surety company should be listed in the current circular of the "Federal Register - Department of the Treasury - Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies".
3. The surety shall/must have an underwriting limitation (as shown in the Federal Register) to cover 110% of the project cost. Exceptions to a requirement may be made in unusual circumstances, subject to approval by the Office of Risk Management and the City Attorney's Office.
4. All bonds shall be made on forms furnished by the City and shall conform to the requirements as set forth herein.

5. Each Bond shall be executed by the CONTRACTOR and the Surety. The name and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his/her usual signature on the line opposite the scroll seal, and if signed in the States of Main, Massachusetts, or New Hampshire, an adhesive seal shall be fixed opposite the signature.
6. If the principals are partners, their individual names will appear in the body of the bond or on proceeding pages to be included with said bond with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
7. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
8. The principal or surety shall be a corporate surety; the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond or on proceeding pages to be included with said bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
9. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
10. The date of any bond must not be prior to the date of the contract in connection with which it is given.

SP-13: INSURANCE REQUIREMENTS

In addition to the provisions of GP Item 1.03.4. Insurance, add the following:

Workmen's Compensation Insurance: Statutory requirements as specified by the Workmen's Compensation Law of the State of Texas and adopted by the Texas Workers' Compensation Commission per Title 28, TAC §110.110.
Workers' Compensation Insurance Coverage:

A. Definitions:

- (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project for the duration of the project.
- (2) Building or construction - Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor - A Person bidding for or awarded a building or construction project by a governmental entity.
- (4) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage Agreement - A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project - Includes the time from the beginning of the work on the project until the work on the project has been completed and accepted by the governmental entity.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of

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

- (8) Project - Includes the provision of all services related to a building or construction contract for a governmental entity.
- B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project for the duration of the project.
- C. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project the CONTRACTOR must prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The CONTRACTOR shall obtain from each person providing services on the project and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- F. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

In accordance with statutory requirements, the CONTRACTOR shall:

- (1) provide coverage for its employees providing services on the project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of

coverage, if the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project;

- (4) obtain from each person providing services on the project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven (7) days after receipt by the contract, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 1 provided by the commission on the sample notice, without any additional words or changes:

Figure 1:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by

workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee"

"Call the Texas Workers' Compensation Commission at (512) 440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

In GP Item 103.4.1.2. Commercial General Liability, change the respective limits as follows:

Contractor's General Liability and Property Damage Insurance:

Bodily Injury (or Death)	\$ 600,000 each occurrence
Property Damage	\$ 600,000 each occurrence

SP-14: POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

In addition to the provisions of GP Item 103.4.5. Policy Endorsements and Special Conditions, add the following:

- (a) CONTRACTOR will not be issued a Work Order to commence work on this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the OWNER or his representative.
- (b) CONTRACTOR shall procure and shall maintain during the life of this Contract, insurance coverage as herein specified, and in case of any work sublet, shall require any subcontractor in like manner to secure and maintain such minimum limits of insurance coverage, also.
- (c) The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered except after thirty (30) days written notice has been received by the OWNER."

SP-15: ORDER OF WORK

Add the following to GP Item 103.6. Notice to Proceed and Commencement of Work:

The CONTRACTOR shall be fully responsible for proper coordination for the relocation of utilities (i.e. power poles, electrical lines, gas lines, telephone lines, television (TV) cable lines, buried cables, etc.) public and private unless otherwise noted on the plans/drawings.

SP-16: PRIORITY OF CONTRACT DOCUMENTS

Delete GP Item 105.1.1. Priority of Contract Documents and substitute the following:

In case of conflict between contract documents, priority of interpretation shall be in the following order:

- (1) This Agreement
- (2) Addendum(s)
- (3) "Notice to Bidders" advertisement
- (4) Bidder's Proposal
- (5) Special Instruction to Bidders
- (6) Performance, Payment and Maintenance Bonds
- (7) Certification of Insurance
- (8) Notice to Proceed
- (9) Technical Specifications
- (10) City of North Richland Hills' Public Works Design Manual
- (11) Special Provisions
- (12) General Provisions
- (13) Special Specifications
- (14) Project Construction Plans/Drawings
- (15) Special Material and/or Equipment Specifications
- (16) Special Material and/or Equipment Drawings
- (17) "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, Adopted November 2017
- (18) TxDOT Standard Specifications for Construction and Maintenance of Highways, Street, and Bridges (TxDOT Specifications)
- (19) North Central Texas Council of Government references

SP-17: WARRANTY

In GP Item 105.2.2. Special Warranty, change all references from one year to two (2) years and add the following:

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 two (2) years 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.

SP-18: LINES AND GRADES

Add the following to GP Item 105.4. Construction Stakes:

The CONTRACTOR is responsible to provide all construction staking under this contract.

All work under this contract shall be constructed in accordance with the lines and grades shown on the plans/drawings. The full responsibility for the holding to alignment and grade shall rest upon the CONTRACTOR.

The CONTRACTOR shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR.

SP-19: INSPECTION AND TESTING

Add the following to GP Item 106.5. Samples and Tests of Materials:

The CONTRACTOR shall be responsible for paying for all testing and testing related items (acquiring specimens, proper specimen control, etc.) on this Project.

During the progress of the work, all materials, equipment and workmanship shall be subjected to such inspections and tests as will assure conformance with the contract requirements.

The CONTRACTOR shall furnish at his/her expense all necessary specimens and samples for testing.

Sampling and testing of all materials or construction methods shall be performed by a commercial laboratory, approved by the Engineer, and permitted with the City of North Richland Hills' Public Works Department.

When the CONTRACTOR's materials, construction items or products incorporated in the project fail to satisfy the minimum requirements of the initial test and he/she has to bear the cost of any retesting, he/she shall be responsible for any and all cost associated with such retesting. If in this situation, the CONTRACTOR utilizes the same testing laboratory as the OWNER, the CONTRACTOR shall pay said testing laboratory in full or the testing laboratory shall be able to gain recourse through the CONTRACTOR's Payment Bond.

In the event a conflict arises concerning the interpretation of A.S.T.M., A.C.I., A.W.W.A., etc., specifications/standards, the Engineer shall make his/her determination of the interpretation and his/her determination shall be final.

SP-20: INDEMNIFICATION

The CONTRACTOR shall familiarize himself/herself with GP Item 107.2. Indemnification and GP Item 107.19.3.2. Indemnification. Additionally, the following shall be added to both Indemnification items:

This agreement, however, does not waive any governmental immunity available to the OWNER under Texas law and nor any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SP-21: SALES TAX

Add the following to GP Item 107.14. State and Local Sales and Use Taxes:

The OWNER qualifies for exemption from state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act, as amended. Therefore, the OWNER shall not be liable for, or pay the CONTRACTOR's cost of such sales and use taxes which would otherwise be payable in connection with the performance of this contract.

SP-22: TRAFFIC CONTROL

Add the following to GP Item 107.19.2. Protection of Persons and Property:

The CONTRACTOR shall not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the

CONTRACTOR shall contact the City to remove the sign. In the case of regulatory signs, the CONTRACTOR must 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. When construction work is completed to the extent that the permanent sign can be reinstalled, the CONTRACTOR shall again contact the City to reinstall the permanent sign and shall leave his temporary sign in place until such installation is completed.

The CONTRACTOR shall prosecute his traffic control work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

Access to adjacent property shall be maintained at all times unless otherwise approved by the OWNER.

SP-23: TRENCH SAFETY

Add the following paragraph to GP Item 107.19.3. Trench Safety:

Per Chapter 756, Texas Health & Safety Code, it shall be the responsibility of the CONTRACTOR to provide and maintain a viable trench safety system at all times during construction activities. The CONTRACTOR is directed to become knowledgeable and familiar with the standards as set forth by the Occupational Safety and Health Administration for trench safety that will be in effect during the period of construction of the project and the CONTRACTOR is responsible for conforming to such regulations as prescribed by Occupational Safety and Health Administration standards.

SP-24: WORK-SITE AREA AND CLEAN-UP

Add the following to GP Item 107.21. Working Area:

During construction the CONTRACTOR shall at all times keep the job site free from waste, debris and rubbish, and shall maintain a daily routine of clean-up.

The working operations of the CONTRACTOR shall at all times be conducted so as to create a minimum of inconvenience to the OWNER or to the public. Stringing of pipe, stockpiling of materials, etc., will be allowed only where no inconvenience is caused and only in amounts that can be readily used by the CONTRACTOR.

All trees, stumps, slashings, brush or other debris to be removed from the site, shall be disposed of in a manner consistent with Local Ordinances and all State Regulations. Burning of trash, etc., will only be permitted where allowed by Local Ordinances and State Pollution Regulations.

All excavated earth in excess of that required for project embankments and/or backfilling shall be removed from the job site and disposed of in a satisfactory manner. Disposal of excess material into area creeks and drainageways will not be allowed.

Any trees or other landscape features scarred or damaged by the CONTRACTOR's operations 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.

The CONTRACTOR shall take all precautions required to prevent soil erosion during construction. If, in the opinion of the Engineer, excessive erosion occurs, the CONTRACTOR shall take immediate measure to prevent further erosion and restore the disturbed surface with topsoil at completion of the work.

All property along and adjacent to the CONTRACTOR's operations including lawns, yards, shrubs, trees, etc., shall be preserved or restored after completion of the work, to a condition equal to or better than existed prior to start of work.

Upon completion of the work as a whole and prior to final acceptance, the CONTRACTOR shall clean and remove from the site all surplus and discarded materials, temporary structures and all debris. He/She shall leave the site in a neat and orderly condition with an appearance satisfactory to the Engineer and OWNER. Method and location of disposal of surplus and waste materials shall be satisfactory to the Engineer.

The CONTRACTOR shall then thoroughly clean all equipment and materials installed by him/her and shall present for final inspection materials and equipment in a clean, bright and new condition.

No extra payment will be made for any of this type of work required on the project.

SP-25: EXISTING STRUCTURES, FACILITIES AND IMPROVEMENTS

Add the following to GP Item 107.23. Existing Structures, Facilities and Appurtenances:

The CONTRACTOR's attention is directed to the necessity of taking adequate measures to protect all existing structures, facilities, improvements and utilities, including sprinkler systems, encountered.

The plans show the locations of most known surface and subsurface structures. However, the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work, or for increasing the pay quantities in any manner, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special works not provided for in the Contract Documents.

Any non-City utilities (cable, electric, gas, telephone, etc.) damaged by the CONTRACTOR shall be the responsibility of the CONTRACTOR for relocation and/or repair as well as the costs associated with the relocation and/or repair of utilities. Any City utilities (sanitary sewer main and water distribution main) damaged by the non-negligent acts of the CONTRACTOR will not be the responsibility of the CONTRACTOR for repair. Any delays associated with the relocation and/or repair of utilities shall not be basis for a claim for extra pay.

In the progress of the work, the CONTRACTOR may have to relocate certain existing utility service lines. All relocation, repairs and replacement work shall be done at the expense of the CONTRACTOR to the satisfaction of the OWNER, except those for which specific pay items appear in the Bid Proposal.

Any utilities damaged during construction work shall be immediately repaired at the CONTRACTOR's expense.

The CONTRACTOR shall at all times maintain streets and drives in a condition which will provide easy ingress and egress and upon completion of the work, repair all damages to roads and streets used during construction, to a condition at least as good as existed prior to the start of work.

SP-26: PROSECUTION OF CONSTRUCTION

Add the following to GP Item 108.2. Prosecution of the Work:

The CONTRACTOR will, unless otherwise approved by the Engineer, prosecute the construction of this project during normal working hours as defined below:

- (a) Normal Work Day shall mean the normal eight (8) hour working day between the hours of 8:00am and 5:00pm

- (b) Normal Work Week shall mean the forty (40) hour work week encompassing the five (5) eight-hour days, Monday through Friday.
- (c) Holidays to be observed and to be included into the normal work week will be:

New Years Day	January 1 st
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Holiday	Fourth Thursday in November and the following Friday
Christmas Holiday	December 24 th & December 25 th

Any of the above dates falling on a Sunday shall be observed on the following Monday.

- (d) All work contemplated to be done which will not be in accordance with the normal hours will require prior approval from the Engineer. The CONTRACTOR shall request permission by the Engineer 72 hours in advance of the time he/she intends to work.

Work which is of necessity performed at times other than normal working hours will not require prior approval unless construction scheduling can be arranged to prevent such conflict of time requirements.

All work performed other than the normal working hours, whether scheduled or required, will in no way increase the cost to the OWNER for the performance of such work. The CONTRACTOR shall pay the OWNER for inspection services, city administrative fees, etc. when work has been approved to be performed on Weekends, Holidays and outside any normal working hours. These services shall be charged at the rate of \$75.00 per hour and shall include a four (4) hour minimum charge.

- (e) Calendar Days is defined as any day of the week or month; no days being excepted, such as, Saturdays, Sundays, holidays and inclement weather days. Counting of contract time will only be stopped when the Owner issues a written notice stating this fact, or when the project is noted as substantially complete by written notice from the Owner. The Owner shall determine when such action is necessary.

Extensions of time due to weather delays shall be determined in accordance with the following formula:

$$E = R - P \quad \text{where } P \text{ is greater than or equal to } R, \text{ and}$$

E = Extra Precipitation Days

P = Average Precipitation Days

R = Total Precipitation Days

Average Precipitation Days (P) is defined as a day of rain, sleet, hail, snow or any combination thereof, and shall be based upon the average precipitation for each month of the year as defined in the Local Climatological Data summaries issued by the National Climatic Data Center in Asheville, North Carolina, and for this contract shall be as follows:

Average Precipitation

Month No. of Days	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>
	6	6	7	7	8	6	4	4	6	6	6	6

Partial months shall be prorated uniformly for the entire month and the sum of all the months used will be rounded to the nearest whole number. This number shall be P.

Total Precipitation Days (R) is defined as a day of rain, sleet, hail, snow or any combination thereof, if determined by the Owner's Project Representative that the Contractor's construction cannot progress substantially due to precipitation and thus be put in the Daily Inspection Logs as a precipitation day. The sum of all precipitation says shall be R.

The total number of Extra Precipitation Days (E) shall be granted to the Contractor as extension of time due to weather delays, and no additional time due to drying time for saturated soil will be allowed.

SP-27: LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Delete the Table [Schedule 108.8.1.(a) Liquidated Damages] within GP Item 108.8.1. Priority of Contract Documents and substitute the following:

The contract time for the entire project from the "Notice to Proceed" issuance date through the final completion date is 400 consecutive calendar days (note, this 400 consecutive calendar days is for final completion and not substantial completion). This contract time is both multi-tiered and cumulative.

Liquidated damages will be assessed at the rate of **\$1250** per consecutive calendar day for any unfinished work beyond the 400th calendar day after the "Notice to Proceed" issuance date. This rate shall continue until such time that the Project is complete and accepted by the OWNER.

SP-28: OCCUPATIONAL SAFETY AND HEALTH ACT

All work performed under this contract shall meet the requirements of the Occupational Safety and Health Act. It is the responsibility of the CONTRACTOR to familiarize himself/herself with the latest provisions of regulations published by the Occupational Safety and Health Administration in the Federal Register and to perform all of his/her responsibilities thereunder.

The CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder and warrant that all work, materials and products furnished under this contract will conform to and comply with said standards and regulations which are in existence on the date of this contract. The CONTRACTOR further agrees to indemnify, defend, and hold harmless the OWNER for all damages suffered by the OWNER as a result of the CONTRACTOR's failure to comply with the Act and the Standards issued thereunder and for the failure of any material and/or equipment furnished under this contract to so comply.

The CONTRACTOR shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., if not in conflict with those of the Occupational Safety and Health Act and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.

The CONTRACTOR alone shall be responsible for the safety, efficiency and adequacy of his/her equipment and employees and for any damage which may result from their failure or their improper construction, maintenance or operation.

SP-29: EASEMENTS/RIGHTS-OF-WAY

Without cost to the CONTRACTOR, the OWNER will provide the necessary easements or rights-of-way required for the project. However, the CONTRACTOR may desire additional temporary easements for the duration of the work for his/her

construction, storage or access. All such temporary easements shall be obtained by the CONTRACTOR at no additional cost to the contract or the OWNER.

Unless specifically provided otherwise, the CONTRACTOR, as part of his/her work, shall clear all easements or rights-of-way of all obstructions to the work. On conclusion of his/her operations, he/she shall replace, repair or restore any improvements which may have been removed or damaged, as directed by the Engineer.

SP-30: RIGHT OF ENTRY

The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he/she may elect, for the purpose of inspecting the work, or for the purchase of constructing or installing such collateral work as said OWNER may desire.

SP-31: AUTHORITY AND DUTIES OF INSPECTOR

Inspectors, designated by and acting under the direction of the OWNER, shall have the authority to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. He/She is authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the plans, specifications and contract documents. He/She shall have the authority to reject materials or suspend the work until any situation at issue can be referred to and decided by the OWNER.

The Inspector is not authorized to revoke, alter or waive any requirements of the plans and specifications. He/She shall in no case act as foreman or perform other duties for the CONTRACTOR, interfere with the management of the work by the latter. Any advice which the Inspector may give the CONTRACTOR shall otherwise not be construed as binding the Engineer in any way, or releasing the CONTRACTOR from fulfilling all of the terms of the Contract.

If the CONTRACTOR refuses to suspend operations on verbal order of the Inspector, a written order will be presented to the CONTRACTOR by the Inspector giving the reason for suspension of work. After placing the order in the hand of the "man-in-charge", the Inspector shall immediately leave the job. Work performed during the absence of the Inspector will not be accepted nor paid for, and shall be removed and replaced.

Notwithstanding any other provision of this agreement or any other Contract Documents, the Inspector shall not be in any way responsible or liable for any act, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of

the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

SP-32: OWNER-ENGINEER RELATIONSHIP

The Engineer will be the OWNER's representative during construction. The duties, responsibilities and limitations of authority of the Engineer as the OWNER's Representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and Engineer. The Engineer will advise and consult with the OWNER, and all of OWNER's instructions to the CONTRACTOR shall be issued through the Engineer.

SP-33: PROFESSIONAL INSPECTION BY ENGINEER

The Engineer shall make periodic visits to the Site to familiarize himself/herself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Engineer shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith.

Notwithstanding any other provision of this agreement or any other Contract Documents, the Engineer shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

SP-34: COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Four (4) sets of plans and specifications (not including the General Provisions) shall be furnished to the CONTRACTOR at no charge for construction purposes. Additional sets may be obtained from the Engineer at **\$ 50.00 per set**.

SP-35: VERIFICATION OF MEASUREMENTS

Before ordering any material or doing any work, the CONTRACTOR shall verify all measurements involved and shall be responsible for the correctness of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions shown on the drawings; any difference which may be found shall be called to the attention of the Engineer for consideration before proceeding with the work.

SP-36: PAY ITEMS - INCIDENTAL CONSTRUCTION

The CONTRACTOR shall be paid only for those items which are listed in the proposal or which are added to the job through a change order. All construction or removal considerations which are not listed as a separate pay item shall be considered as incidental construction. Cost for these items shall be considered in the most appropriate item listed in the schedule(s) of pay items.

SP-37: OMISSIONS

- (a) In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or material required for the satisfactory installation and operation of all work, equipment or material, the CONTRACTOR shall provide these items as directed by the Engineer at his/her own expense. The CONTRACTOR will be assumed to be an experienced and qualified CONTRACTOR in this type of work, and to have studied the purpose of operation of the equipment and the results to be obtained, and is to furnish equipment suitable for the work to be done.
- (b) In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the Standard Current Specification or Requirements of the A.W.W.A., A.S.T.M., A.S.C.E., A.S.E.E., A.S.M.E., N.B.F.U., N.E.C., N.E.M.A., O.S.H.A., NCTCOG "Standard Specifications for Public Works Construction" or TxDOT "Standard Specifications for Construction of Highways, Streets and Bridges" shall apply. Should the above specifications not apply, then the work done, equipment or material furnished shall be as directed by the Engineer.

SP-38: MINIMUM WAGE RATES

For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for this project are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments. These prevailing wage rates can be obtained from the following web page: www.access.gpo.gov/davisbacon/tx.html (Tarrant County).

A CONTRACTOR or sub-contractor who does not pay his/her employees in accordance with these prevailing wages shall pay \$ 60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in these prevailing wage rates to the CITY.

SP-39: LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his/her own cost and expense.

SP-40: EXPLOSIVES, BLASTING, ETC.

Neither explosives nor blasting shall be allowed or used on this project.

SP-41: WORK WITH OWN FORCES

The CONTRACTOR shall perform with his own forces work of a value of not less than fifty percent (50%) of the contract amount.

SP-42: PROJECT NAME CONSTRUCTION SIGNS

The CONTRACTOR shall install two (2) Project Name Construction Signs on Iron Horse Blvd. One sign shall be at or near the intersection of Iron Horse Blvd and Rufe Snow Blvd, and one sign shall be at or near the proposed intersection of Iron Horse Blvd and York St. The exact locations shall be approved by the OWNER prior to installation.

The CONTRACTOR shall also install two (2) EDA Grant Construction Signs on Iron Horse Blvd. One sign shall be at or near the intersection of Iron Horse Blvd and Rufe Snow Blvd, and one sign shall be at or near the proposed intersection of Iron Horse Blvd and York St. The exact locations shall be approved by the OWNER prior to installation but will be near the (2) Project Name Construction Signs.

These signs shall be in general accordance with Figure 2M (R 02-26-2007) of the City of North Richland Hills' Public Works Design Manual and with the sign details provided in the U.S. Department of Commerce and Economic Development Association documents included in Section V of the Project Manual. The sign verbiage must be approved by the OWNER prior to fabrication. These signs shall be installed within 15 calendar days from the date the OWNER awards the contract and shall remain in place during the entire construction period. These Signs shall be removed within 15 calendar days after the OWNER's acceptance of the project improvements.

Project Name Sign Data:

Project Name: **Iron Horse Blvd Improvements
From Rufe Snow Blvd to York Street**

Projected Completion: *To Be Determined After Contract Award*

SP-43: WATER FOR CONSTRUCTION

The CONTRACTOR shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing or jetting.

The CONTRACTOR may remit the City a deposit for a fire hydrant water meter; additionally, the CONTRACTOR will be billed for the water used on the construction of this contract and measured by such fire hydrant meter. Additionally, the cost of any temporary pipe line, metering or other equipment which may be necessary to make use of such fire hydrant water meter and water, shall be considered as incidental to the work and payment therefore shall be included in the various bid items of the proposal. If the CONTRACTOR chooses to use such fire hydrant water meter, he/she shall assume full responsibility for it and return it in the same or similar condition as received otherwise the CONTRACTOR will not be returned his/her deposit.

SP-44: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

Delete GP Item 108.9.(2) and replace it with the following:

- (2) failure of the CONTRACTOR to make the progress set out in the Progress Schedule;

SP-45: OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Engineer shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

SP-46: ADEQUACY OF DESIGN

It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the Contract Documents,

all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he/she has complied with the requirements of the Contract Documents, approved modifications thereof and all approved additions and alternations thereto.

U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION



EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **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 that 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 Architect/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 the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 602 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

Economic Development Administration
Contracting Provisions for Construction Projects

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared
- Economic Development Administration
Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

DAVIS-BACON ACT - CITY OF NORTH RICHLAND HILLS, TARRANT COUNTY, TEXAS

General Decision Number: TX20220025 02/25/2022

Superseded General Decision Number: TX20210025

State: Texas

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least

30, 2022:	\$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.
-----------	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	**
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	**
Structures.....	\$ 13.84	**
LABORER		
Asphalt Raker.....	\$ 12.69	**
Flagger.....	\$ 10.06	**
Laborer, Common.....	\$ 10.72	**
Laborer, Utility.....	\$ 12.32	**
Pipelayer.....	\$ 13.24	**
Work Zone Barricade Servicer.....	\$ 11.68	**
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	
Asphalt Paving Machine.....	\$ 13.99	**
Broom or Sweeper.....	\$ 11.74	**

Concrete Pavement
 Finishing Machine.....\$ 16.05
 Concrete Saw.....\$ 14.48 **
 Crane Operator, Lattice
 Boom 80 Tons or Less.....\$ 17.27
 Crane Operator, Lattice
 Boom over 80 Tons.....\$ 20.52
 Crane, Hydraulic 80 Tons
 or Less.....\$ 18.12
 Crawler Tractor.....\$ 14.07 **
 Excavator, 50,000 pounds
 or less.....\$ 17.19
 Excavator, over 50,000
 pounds.....\$ 16.99
 Foundation Drill , Truck
 Mounted.....\$ 21.07
 Foundation Drill, Crawler
 Mounted.....\$ 17.99
 Front End Loader 3 CY or
 Less.....\$ 13.69 **
 Front End Loader, over 3 CY.\$ 14.72 **
 Loader/Backhoe.....\$ 15.18
 Mechanic.....\$ 17.68
 Milling Machine.....\$ 14.32 **
 Motor Grader, Fine Grade....\$ 17.19
 Motor Grader, Rough.....\$ 16.02
 Pavement Marking Machine....\$ 13.63 **
 Reclaimer/Pulverizer.....\$ 11.01 **
 Roller, Asphalt.....\$ 13.08 **
 Roller, Other.....\$ 11.51 **
 Scraper.....\$ 12.96 **
 Small Slipform Machine.....\$ 15.96
 Spreader Box.....\$ 14.73 **

Servicer.....\$ 14.58 **

Steel Worker (Reinforcing).....\$ 16.18

TRUCK DRIVER

Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25 **
 Single Axle.....\$ 12.31 **
 Single or Tandem Axle Dump
 Truck.....\$ 12.62 **
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.86 **
 Transit-Mix.....\$ 14.14 **

WELDER.....\$ 14.84 **

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

=====

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x ¾"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

“EDA” in blue;

“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION” in black;

“In partnership with” in blue;

(Actual name of the) “EDA Grant Recipient” in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

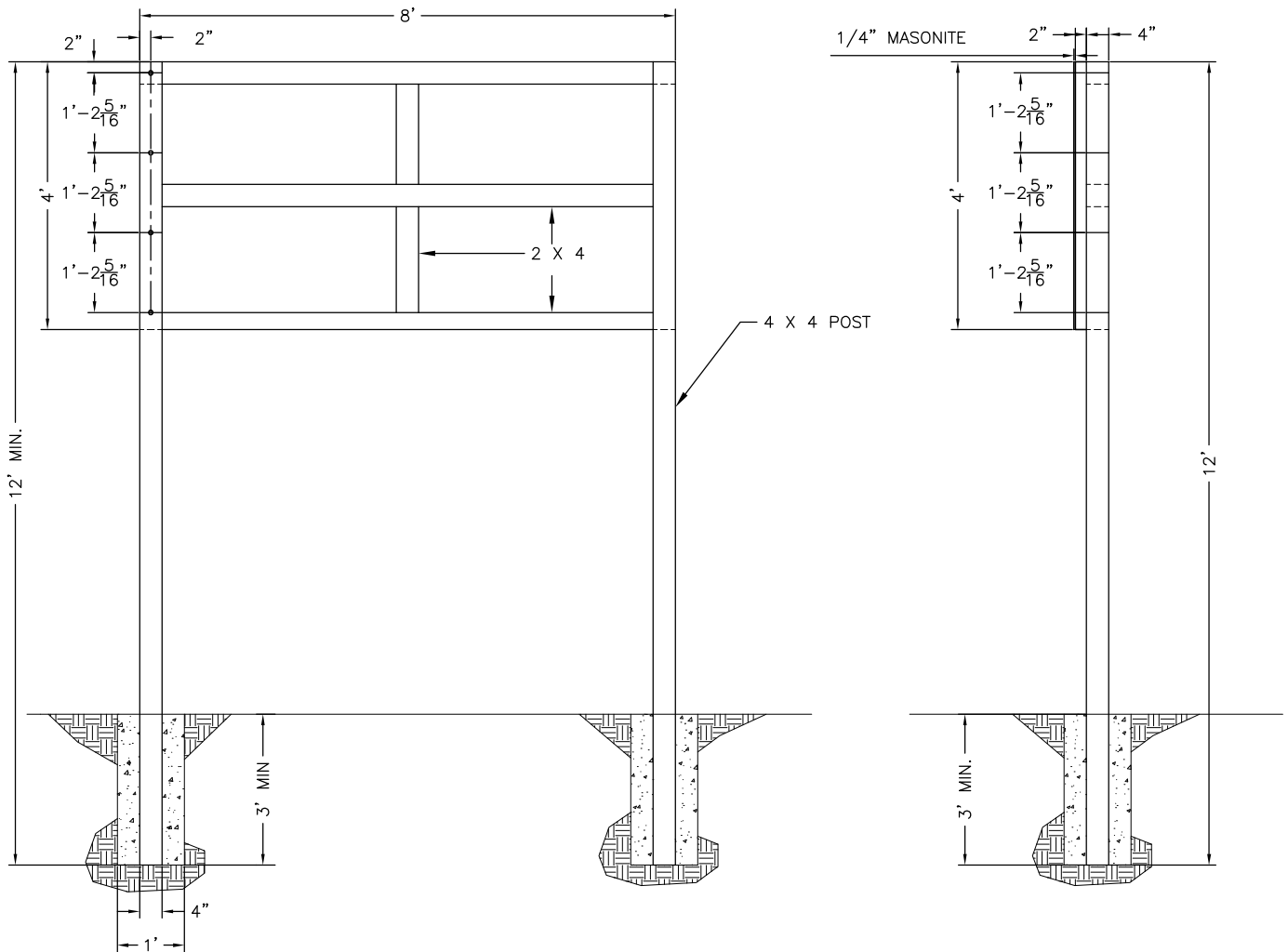
“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION” use Bank Gothic Medium - **BANK GOTHIC MED**

“In partnership with” use UniversTM 55 Oblique - **Univers 55**

(Name of) “EDA Grant Recipient” use UniversTM Extra Black 85 **Univers 85**

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

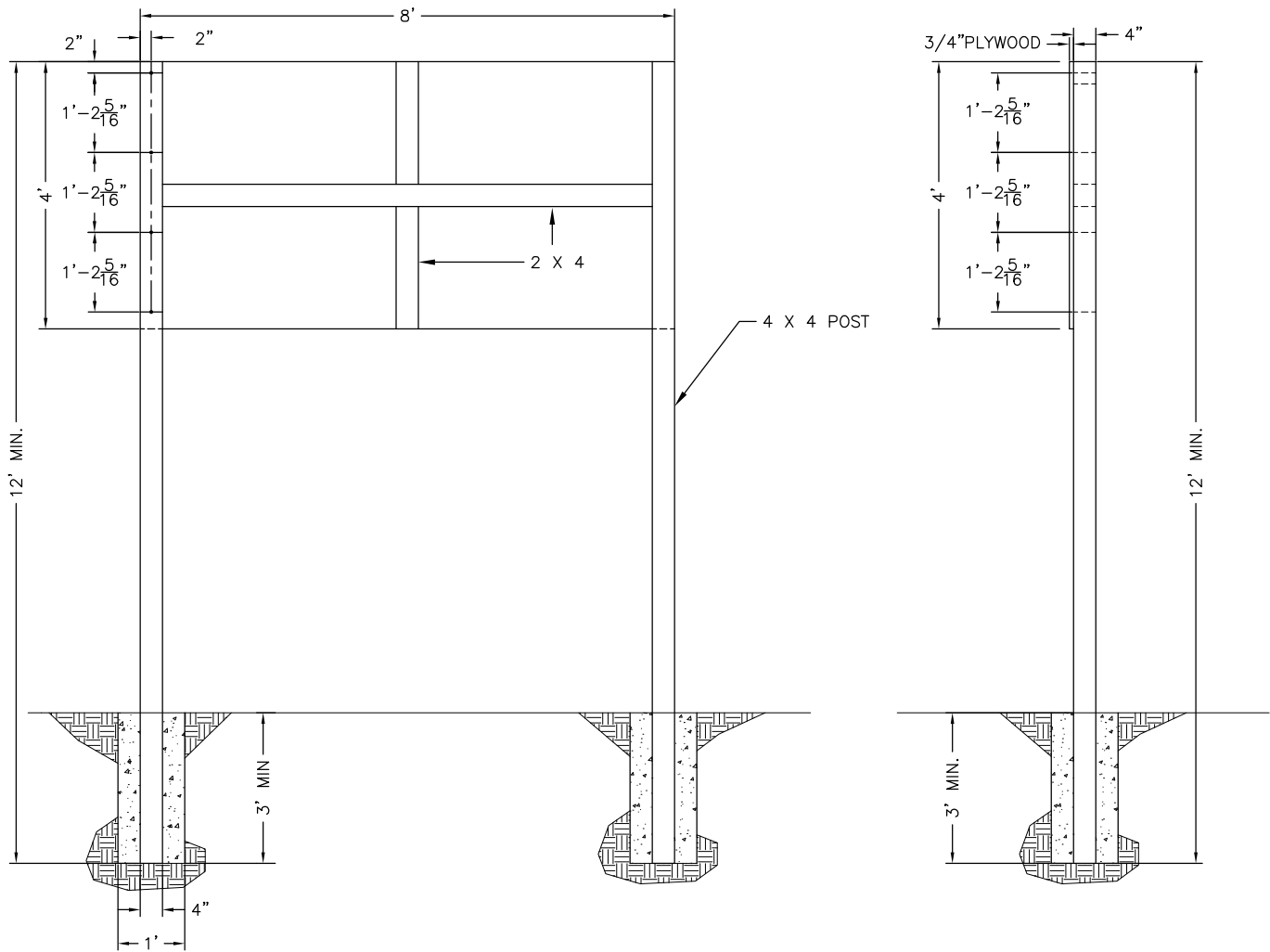
The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.



SIGN A
MASONITE SIGN
SCALE: 3/8" = 1'

PROJECT – SIGN A

ECONOMIC DEVELOPMENT ADMINISTRATION



SIGN B
PLYWOOD SIGN
SCALE: 3/8" = 1'

PROJECT – SIGN B

ECONOMIC DEVELOPMENT ADMINISTRATION



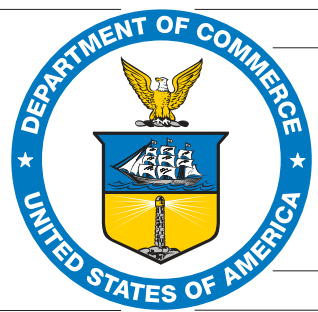
EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>

Black
Blue= PMS300
Gold= PMS7406



EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>

SECTION VII

GEOTECHNICAL REPORT

**GEOTECHNICAL ENGINEERING STUDY
IRON HORSE BOULEVARD RECONSTRUCTION
RUFÉ SNOW DRIVE TO TRE/COTTONBELT TRAIL
NORTH RICHLAND HILLS, TEXAS**

Presented To:
Halff Associates, Inc.

November 2021

PROJECT NO. 117-21-309

November 19, 2021
Report No. 117-21-309

Halff Associates, Inc.
3803 Parkwood Boulevard
Frisco, Texas 75034-8641

Attn: Ms. Leigh A. Hollis, P.E.

**GEOTECHNICAL ENGINEERING STUDY
IRON HORSE BOULEVARD RECONSTRUCTION
RUFÉ SNOW DRIVE TO TRE/COTTONBELT TRAIL
NORTH RICHLAND HILLS, TEXAS**

Dear Ms. Hollis:

Submitted here are the results of a geotechnical engineering study for the referenced project. This study was performed in general accordance with our Proposal No. 21-8176 dated June 28, 2021. The geotechnical services were authorized on October 5, 2021 via Standard Subcontract with Halff Associates, Inc. Project Number 045232.001.

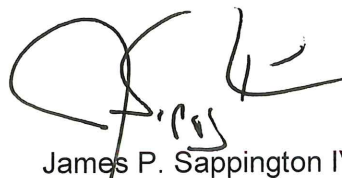
Engineering analyses and recommendations are contained in the text section of the report. The results of our field and laboratory services are included in the appendix of the report. We would appreciate the opportunity to be considered for providing construction material testing services during the construction phase of this project.

We appreciate the opportunity to be of service to Halff Associates, Inc. Please contact us if you have any questions or if we may be of further service at this time.

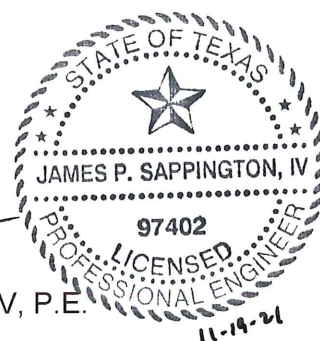
Respectfully submitted,
CMJ ENGINEERING, INC.
TBPELS REGISTRATION NO. F-9177
TBPG REGISTRATION NO. 50644



Patrick J. Whalen, P.G.
Project Geologist
Texas No. 15121



James P. Sappington IV, P.E.
President
Texas No. 97402



copies submitted: (2) Ms. Leigh A. Hollis, P.E.; Halff Associates, Inc. (mail and email)
(1) Mr. Brent Billington, P.E., CFM; Halff Associates, Inc. (email)

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4.0 PAVEMENTS-----	4
5.0 EARTHWORK-----	10
6.0 CONSTRUCTION OBSERVATIONS-----	13
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APPENDIX A

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Unified Soil Classification-----	A.2
Key to Classification and Symbols -----	A.3
Logs of Borings -----	A.4 – A.11
Soluble Sulfates Test Results -----	A.12
Lime Series Test Results -----	A.13

1.0 INTRODUCTION

1.1 Project Description

The project, as currently planned, will consist of reconstructing Iron Horse Boulevard from Rufe Snow Drive to the TRE Rail/Cottonbelt Trail in North Richland Hills, Texas. Concrete paving is anticipated for the approximate 4,250 linear-foot project length. Standard storm drainage improvements are planned. Iron Horse Boulevard is designated as a major collector according to the City of North Richland Hills Master Thoroughfare Plan. Plate A.1, Plan of Borings, presents the approximate locations of the exploration borings.

1.2 Purpose and Scope

The purpose of this geotechnical engineering study has been to determine the general subsurface conditions, evaluate the engineering characteristics of the subsurface materials encountered, provide pavement subgrade and earthwork recommendations, and provide pavement design guidelines.

To accomplish its intended purposes, the study has been conducted in the following phases: (1) drilling sample borings to determine the general subsurface conditions and to obtain samples for testing; (2) performing laboratory tests on appropriate samples to determine pertinent engineering properties of the subsurface materials; and (3) performing engineering analyses, using the field and laboratory data to develop geotechnical recommendations for the proposed construction.

Once the final design is near completion (80-percent to 90-percent stage), it is recommended that CMJ Engineering, Inc. be retained to review those portions of the construction documents pertaining to the geotechnical recommendations, as a means to determine that our recommendations have been interpreted as intended.

1.3 Report Format

The text of the report is contained in Sections 1 through 7. All plates and large tables are contained in Appendix A. The alpha-numeric plate and table numbers identify the appendix in which they appear. Small tables of less than one page in length may appear in the body of the text and are numbered according to the section in which they occur.

Units used in the report are based on the English system and may include tons per square foot (tsf), kips (1 kip = 1,000 pounds), kips per square foot (ksf), pounds per square foot (psf), pounds per cubic foot (pcf), and pounds per square inch (psi).

2.0 FIELD EXPLORATION AND LABORATORY TESTING

2.1 Field Exploration

Subsurface materials at the project site were explored by eight (8) vertical soil borings drilled to a depth of 10 feet. The borings were drilled using continuous flight augers at the approximate locations shown on the Plan of Borings, Plate A.1. The boring logs are included on Plates A.4 through A.11 and keys to classifications and symbols used on the logs are provided on Plates A.2 and A.3.

Undisturbed samples of cohesive soils were obtained with nominal 3-inch diameter thin-walled (Shelby) tube samplers at the locations shown on the logs of borings. The Shelby tube sampler consists of a thin-walled steel tube with a sharp cutting edge connected to a head equipped with a ball valve threaded for rod connection. The tube is pushed into the soil by the hydraulic pulldown of the drilling rig. The soil specimens were extruded from the tube in the field, logged, tested for consistency with a hand penetrometer, sealed, and packaged to limit loss of moisture.

The consistency of cohesive soil samples was evaluated in the field using a calibrated hand penetrometer. In this test a 0.25-inch diameter piston is pushed into the relatively undisturbed sample at a constant rate to a depth of 0.25 inch. The results of these tests, in tsf, are tabulated at respective sample depths on the log. When the capacity of the penetrometer is exceeded, the value is tabulated as 4.5+.

2.2 Laboratory Testing

Laboratory soil tests were performed on selected representative samples recovered from the borings. In addition to the classification tests (liquid limits and plastic limits), moisture content, unconfined compressive strength, and unit weight tests were performed. Results of the laboratory classification tests, moisture content, unconfined compressive strength, and unit weight tests conducted for this project are included on the boring logs.

Soluble sulfate testing was accomplished to check for the potential of sulfate-induced heaving. Plate A.12 presents the soluble sulfate test results.

An Eades and Grim Lime Series test was performed on a selected sample to identify the appropriate concentration of lime to add to soils for stabilization purposes. The results of the lime series test are presented on Plate A.13.

The above laboratory tests were performed in general accordance with applicable ASTM procedures, or generally accepted practice.

3.0 SUBSURFACE CONDITIONS

3.1 Site Geology

According to the Dallas Sheet of the Geologic Atlas of Texas, the project site is situated on the outcrop of the Grayson Marl. The soils and rock of this formation are mainly composed of shaly limestone, marls, silty clays, and clays. Residual soils associated with this formation consist of slightly active to highly active clays.

3.2 Soil Conditions

Specific types and depths of subsurface stratigraphy encountered at the boring locations are shown on the boring logs in Appendix A. The generalized subsurface stratigraphy encountered in the borings are discussed below. Note that depths on the borings refer to the depth from the existing grade or ground surface present at the time of the investigation, and the boundaries between the various soil types are approximate.

The borings were drilled in the existing street. Pavement encountered consisted of 5 to 6 inches of asphalt overlying 2 to 4 inches of sand and gravel base or crushed asphalt base, except in Borings B-7 and B-8 where no base materials were present. Fill and possible fill materials were present in Borings B-1, B-2, B-5, and B-6 to depths of 1 to 2 feet. The fill and possible fill materials consist of brown, light brown, tan, and gray silty clays and sandy clays containing occasional pebbles and calcareous nodules.

Natural soils encountered in the borings consist of dark brown, brown, light brown, tan, and gray clays and silty clays. The various natural soils encountered typically contain calcareous nodules and occasionally contain ironstone nodules. The silty clays in Borings B-3 through B-8 occur weathered below depths of 2 to 5 feet. Borings B-1, B-2, and B-4 through B-8 were terminated in the natural

clayey soils at a depth of 10 feet. In Boring B-3, tan limestone with clay seams was next encountered below the silty clays at a depth of 8 feet and extended to boring termination at 10 feet.

The various clayey soils encountered in the borings had Liquid Limits (LL) of 29 to 57 with Plasticity Indices (PI) of 16 to 36 and are classified as CL and CH by the USCS. The various clayey soils were generally firm to hard (soil basis) in consistency with pocket penetrometer readings of 1.0 to over 4.5 tsf. Tested unit weight values varied from 94 to 111 pcf and unconfined compressive strengths ranged from 1,420 to 4,630 psf. Borings B-1 through B-7 were terminated within the various clays at a depth of 10 feet.

The Atterberg Limits tests indicate the various clays encountered at this site are generally slightly active to highly active with respect to moisture-induced volume changes. Active clays can experience volume changes (expansion or contraction) with fluctuations in their moisture content.

3.3 Groundwater Observations

The borings were drilled using continuous flight augers in order to observe groundwater seepage during drilling. No seepage was encountered during drilling and the borings were dry at completion. While it is not possible to accurately predict the magnitude of subsurface water fluctuation that might occur based upon these short-term observations, it should be recognized that groundwater conditions will vary with fluctuations in rainfall.

Fluctuations of the groundwater level can occur due to seasonal variations in the amount of rainfall; site topography and runoff; hydraulic conductivity of soil strata; and other factors not evident at the time the borings were performed. Groundwater can occur in joints in the clays and atop or within the tan limestone with clay seams.

4.0 PAVEMENTS

4.1 Pavement Subgrade Considerations

The performance of the pavement for this project depends upon several factors including: the characteristics of the supporting soil; the magnitude and frequency of wheel load applications; the quality of construction materials; the contractor's placement and workmanship abilities; and the desired period of design life. The success of the pavement subgrade is subgrade soil strength and control of

water. Adequate subgrade performance can be achieved by modifying or stabilizing the existing soils used to construct the pavement subgrade.

Pavement sections are susceptible to edge distress as edge support deteriorates over time. Therefore, care must be taken to provide and maintain proper edge support. In conjunction with a stabilized subgrade underlying the pavement, it is recommended that the stabilized subgrade extend a minimum of 12 inches beyond the riding surface on each side of the proposed pavement. Maintenance should be provided when edge support deteriorates.

The typical subgrade soils encountered in the borings vary from moderate to high plasticity clays. The clays are subject to loss in support value with the moisture increases which occur beneath pavement sections. They react with hydrated lime, which serves to improve and maintain their support value. Treatment of these soils with hydrated lime will improve their subgrade characteristics to support area paving. Lime treatment is recommended for all subgrade areas.

Adequate subgrade performance can also be achieved by placing a flexible base below the pavement surfacing. The flexible base option is accomplished by compacting the existing soils in accordance with report Section 5.2 and placing compacted flexible base with a minimum thickness of 8 inches. The flexible base should meet the criteria in TxDOT Item 247, Type A, Grade 1 or 2 materials; compacted to at least 95 percent of Standard Proctor density and at a moisture content between minus 2 to plus 5 percentage points of the optimum moisture value.

4.2 Potential Vertical Movements

On-site soils are subject to expansive movement with wetting and drying. Estimates of expansive movement potential have been estimated using TxDOT Test Method Tex 124-E. Potential vertical movements on the order of 2 to 3½ inches are estimated. Movements in excess of the estimated value can occur if poor drainage, excessive water collection, leaking pipelines, etc. occur. Any such excessive water conditions should be rectified as soon as possible. In order to minimize rainwater infiltration through the pavement surface, and thereby minimizing future upward movement of the pavement slabs, all cracks and joints in the pavement should be sealed on a routine basis after construction.

4.3 Sulfate-Induced Heaving

Soluble sulfate testing was conducted to check for sulfate-induced heaving potential. Sulfate-induced heaving is caused when hydrated lime is added to a soil with high sulfate concentration. The lime reacts with the sulfates to cause potentially large volumetric changes in the soil.

Soluble sulfate levels in soils on the order of 2,000 parts-per-million (ppm) or less are usually of low concern and warrant only observation of the subgrade during the stabilization process. Soluble sulfate levels on the order of 2,000 to 6,000 ppm usually warrant a double lime process, with the first treatment of lime consisting of $\frac{1}{2}$ the recommended concentration and a second lime treatment consisting of the full recommended concentration. Sulfate levels on the order of 6,000+ ppm may require a double-lime process, with the two full concentration lime treatments.

Recovered samples were tested for soluble sulfate levels and these results are presented on Plate A.12. Tested soluble sulfate levels were less than 680 ppm. As these levels are less than 2,000 ppm, a typical lime treatment process is recommended at this time. The single-lime treatment is described in Section 4.4. We recommend once the subgrade is established, additional sulfate testing should be performed on the actual subgrade to verify low soluble sulfate concentration and any special measures identified on a case-by-case basis. In addition, it is recommended that during the curing period of the lime treatment, the subgrade be supplied with ample moisture and it should be checked for any volumetric changes that may indicate a sulfate-induced heaving condition.

4.4 Pavement Subgrade Preparation

Prior to lime stabilization or compaction, the subgrade should be proofrolled with heavy pneumatic equipment (minimum 25 tons) with particular attention to existing fill areas. Any soft or pumping areas should be undercut to a firm subgrade and properly backfilled as described in the Earthwork section. The stabilized subgrade should be scarified to a minimum depth of 8 inches and uniformly compacted to a minimum of 95 percent of ASTM D 698, to minus 2 to plus 4 percentage points of the optimum moisture content determined by that test. It should then be protected and maintained in a moist condition until the pavement is placed.

It is recommended a minimum of 8 percent hydrated lime be used to modify the clay subgrade soils. The estimated amount of hydrated lime required to stabilize the subgrade should be on the order of 48 pounds per square yard for an 8-inch depth, based on a dry unit weight of 100 pcf. The hydrated lime should be thoroughly mixed and blended with the upper 8 inches of the clay subgrade (TxDOT Item 260). The hydrated lime should meet the requirements of Item 260 (Type A) in the Texas

Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges, 2014 Edition. Gravel, calcareous nodules, and ironstone nodules in the surficial soils can complicate mixing of the soil and lime.

It is recommended that subgrade stabilization extend to at least one foot beyond pavement edges to aid in reducing pavement movements and cracking along the curb line due to seasonal moisture variations after construction. Each construction area should be shaped to allow drainage of surface water during earthwork operations, and surface water should be pumped immediately from each construction area after each rain and a firm subgrade condition maintained. Water should not be allowed to pond in order to prevent percolation and subgrade softening, and lime should be added to the subgrade after removal of all surface vegetation and debris. Sand should be specifically prohibited beneath pavement areas, since these more porous soils can allow water inflow, resulting in heave and strength loss of subgrade soils (lime stabilized soil will be allowed for fine grading). After fine grading each area in preparation for paving, the subgrade surface should be lightly moistened, as needed, and recompact to obtain a tight non-yielding subgrade.

Surface drainage is critical to the performance of this pavement. Water should be allowed to exit the pavement surface quickly.

4.5 Pavement Sections

At the time of this investigation, site paving plans or vehicle traffic studies were not available. Pavement analyses were performed using methods outlined in the AASHTO Guide for Design of Pavement Structures, 1993 Edition, published by the American Association of State Highway and Transportation Officials. The design equations were solved using AASHTO Pavement Analysis Software. In the AASHTO method, traffic loads are expressed in Equivalent 18-kip Single Axle Loads (ESAL) over the design life of the pavement structure.

Based on the results of the field and laboratory investigation and on soil plasticity properties, the following design parameters were used in our thickness design calculations (soil parameters were conservatively established for the soils that are expected to exhibit lower strengths):

Subgrade Soils	Clay
Design Life	20 and 30 years
Initial Serviceability	4.5
Terminal Serviceability	2.5

Reliability 90%
 Overall Deviation 0.39
 Load Transfer Coefficient 3.0 (w/ curb and gutter)
 Drainage Coefficient 1.0
 Assumed CBR value of subgrade soil: 3
 Assumed CBR value for the lime treated soil: 15
 Loss of Support Value: 0
 Concrete Modulus of Rupture 600 psi

The following alternative pavement sections are provided for a range of traffic volumes. The traffic loadings are based on the daily frequency of fully-loaded, 80-kip, five-axle tractor semi-trailers over a 20- and 30-year service period. Tractor semi-trailers were assumed for calculations as 2.4 ESAL's each. These sections are suitable for the previously mentioned assumptions. Any deviation from these assumptions should be brought to our attention immediately in order to assess their impact on our recommendations.

Rigid Pavement Section		Design ESAL	Allowable Daily Truck Repetitions (20-year life)	Allowable Daily Truck Repetitions (30-year life)
Thickness (in.)	Material			
7*	PCC	1,170,100	67	44
8*	Lime Stabilized Subgrade or Flexible Base			
8	PCC	2,436,900	139	93
8	Lime Stabilized Subgrade or Flexible Base			
9	PCC	4,879,200	279	186
8	Lime Stabilized Subgrade or Flexible Base			

* City of North Richland Hills minimum pavement section for major collector facility

Proper surface drainage in the shoulders is also critical to long-term performance of the pavement. Water allowed to pond adjacent to the pavement will be detrimental resulting in loss of edge and subgrade support and an increase in post-construction heave of the pavement.

The above sections should be considered minimum pavement thicknesses and higher traffic volumes and heavy trucks may require thicker pavement sections and configurations. Periodic maintenance

should be anticipated for minimum pavement thickness. This maintenance should consist of sealing cracks and timely repair of isolated distressed areas.

4.6 Pavement Material Requirements

Material and process specifications developed by the Texas Department of Transportation (TxDOT) have been utilized. These specifications are outlined in the TxDOT Standard Specifications for Construction of Highways, Streets and Bridges, 2014 Edition. Specific construction recommendations for rigid pavements are given below.

Reinforced Portland Cement Concrete: Reinforced Portland cement concrete pavement should consist of Portland cement concrete having a 28-day compressive strength of at least 3,600 psi. The mix should be designed in accordance with the ACI Code 318 using 3 to 6 percent air entrainment. The pavement should be adequately reinforced with temperature steel and all construction joints or expansion/contraction joints should be provided with load transfer dowels. The spacing of the joints will depend primarily on the type of steel used in the pavement. We recommend using No. 4 steel rebar spaced at 18 inches on center in both the longitudinal and transverse direction. Control joints formed by sawing are recommended every 12 to 15 feet in both the longitudinal and transverse direction. The cutting of the joints should be performed as soon as the concrete has “set-up” enough to allow for sawing operations.

Lime Stabilized Subgrade: Lime treatment for base course (road mix) - Item 260, Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 Edition.

Flexible Base: Crushed Stone Flexible Base – Item 247, Type A, Grades 1 or 2, Texas Department of Transportation Standard Specifications for Construction of Maintenance of Highways, Streets, and Bridges, 2014 Edition.

4.7 General Pavement Construction and Considerations

The design of the pavement drainage and grading should consider the potential for differential ground movement due to future soil swelling on the order of 3½ inches. In order to minimize rainwater infiltration through the pavement surface, and thereby minimizing future upward movement of the pavement slabs, all cracks and joints in the pavement should be sealed on a routine basis after construction.

Where mature trees and water-intensive shrubs exist adjacent to the roadway, consideration may be given to installation of a vertical moisture barrier along the curb line in order to reduce the potential for moisture-induced volume change of the subgrade soils and restrict root systems from penetrating below the pavement. Such barriers can be accomplished by excavating narrow trench lines adjacent to the curb to depths on the order of 3 to 4 feet and filling this zone with lean concrete or flowable fill. This zone also can be filled with a geomembrane and proper backfilling using flowable fill or comparable material.

Proper surface drainage in the shoulders is also critical to long-term performance of the pavement. Water allowed to pond adjacent to the pavement will result in loss of edge and subgrade support and an increase in post-construction heave of the pavement.

5.0 EARTHWORK

5.1 Site Preparation

The subgrade should be firm and able to support the construction equipment without displacement. Soft or yielding subgrade should be corrected and made stable before construction proceeds. The subgrade should be proof rolled to detect soft spots, which if exist, should be reworked to provide a firm and otherwise suitable subgrade. Proof rolling should be performed using a heavy pneumatic tired roller, loaded dump truck, or similar piece of equipment, minimum 25 tons. The proof rolling operations should be observed by the project geotechnical engineer or his/her representative, with particular attention given to areas of existing fill. Prior to fill placement, the subgrade should be scarified to a minimum depth of 8 inches, its moisture content adjusted and recompacted to the moisture and density recommended for fill.

5.2 Placement and Compaction

Fill material should be placed in loose lifts not exceeding 8 inches in uncompacted thickness. The uncompacted lift thickness should be reduced to 4 inches for structure backfill zones requiring hand-operated power compactors or small self-propelled compactors. The fill material should be uniform with respect to material type and moisture content. Clods and chunks of material should be broken down and the fill material mixed by disking, blading, or plowing, as necessary, so that a material of uniform moisture and density is obtained for each lift. Water required for sprinkling to bring the fill material to the proper moisture content should be applied evenly through each layer.

The on-site soils are suitable for use in site grading. Imported fill material should be clean soil with a Liquid Limit less than 60 and no rock greater than 4 inches in maximum dimension. The fill materials should be free of vegetation and debris.

The fill material should be compacted to a minimum of 95 percent of the maximum dry density determined by the Standard Proctor test, ASTM D 698. In conjunction with the compacting operation, the fill material should be brought to the proper moisture content. The moisture content for general earth fill should range from 2 percentage points below optimum to 5 percentage points above optimum (-2 to +5). These ranges of moisture contents are given as maximum recommended ranges. For some soils and under some conditions, the contractor may have to maintain a more narrow range of moisture content (within the recommended range) in order to consistently achieve the recommended density.

Field density tests should be taken as each lift of fill material is placed. As a guide, one field density test per lift for each 5,000 square feet of compacted area is recommended. For small areas or critical areas, the frequency of testing may need to be increased to one test per 2,500 square feet. A minimum of 2 tests per lift should be required. The earthwork operations should be observed and tested on a continuing basis by an experienced geotechnician working in conjunction with the project geotechnical engineer.

Each lift should be compacted, tested, and approved before another lift is added. The purpose of the field density tests is to provide some indication that uniform and adequate compaction is being obtained. The actual quality of the fill, as compacted, should be the responsibility of the contractor and satisfactory results from the tests should not be considered as a guarantee of the quality of the contractor's filling operations.

5.3 Excavation

The side slopes of excavations through the overburden soils should be made in such a manner to provide for their stability during construction. Existing structures, pipelines or other facilities, which are constructed prior to or during the currently proposed construction and which require excavation, should be protected from loss of end bearing or lateral support.

Temporary construction slopes and/or permanent embankment slopes should be protected from surface runoff water. Site grading should be designed to allow drainage at planned areas where erosion protection is provided, instead of allowing surface water to flow down unprotected slopes. Trench safety recommendations are beyond the scope of this report. The contractor must comply with all applicable safety regulations concerning trench safety and excavations including, but not limited to, OSHA regulations.

5.4 Trench Backfill

Trench backfill for pipelines or other utilities should be properly placed and compacted. Overly dense or dry backfill can swell and create a mound along the completed trench line. Loose or wet backfill can settle and form a depression along the completed trench line. Distress to overlying structures, pavements, etc. is likely if heaving or settlement occurs. On-site soil fill material is recommended for trench backfill. Care should be taken not to use free draining granular material, to prevent the backfilled trench from becoming a french drain and piping surface or subsurface water beneath structures, pipelines, or pavements. If a higher class bedding material is required for the pipelines, a lean concrete bedding will limit water intrusion into the trench and will not require compaction after placement. The soil backfill should be placed in approximately 4- to 6-inch loose lifts. The density and moisture content should be as recommended for fill in Section 5.2, Placement and Compaction, of this report. A minimum of one field density test should be taken per lift for each 150 linear feet of trench, with a minimum of 2 tests per lift.

5.5 Acceptance of Imported Fill

Any soil imported from off-site sources should be tested for compliance with the recommendations for the particular application and approved by the project geotechnical engineer prior to the materials being used. The owner should also require the contractor to obtain a written, notarized certification from the landowner of each proposed off-site soil borrow source stating that to the best of the landowner's knowledge and belief there has never been contamination of the borrow source site with hazardous or toxic materials. The certification should be furnished to the owner prior to proceeding to furnish soils to the site. Soil materials derived from the excavation of underground petroleum storage tanks should not be used as fill on this project.

5.6 Soil Corrosion Potential

Specific testing for soil corrosion potential was not included in the scope of this study. However, based upon past experience on other projects in the vicinity, the soils at this site may be corrosive. Standard construction practices for protecting metal pipe and similar facilities in contact with these soils should be used.

5.7 Erosion and Sediment Control

All disturbed areas should be protected from erosion and sedimentation during construction, and all permanent slopes and other areas subject to erosion or sedimentation should be provided with permanent erosion and sediment control facilities. All applicable ordinances and codes regarding erosion and sediment control should be followed.

6.0 CONSTRUCTION OBSERVATIONS

In any geotechnical investigation, the design recommendations are based on a limited amount of information about the subsurface conditions. In the analysis, the geotechnical engineer must assume the subsurface conditions are similar to the conditions encountered in the borings. However, quite often during construction anomalies in the subsurface conditions are revealed. Therefore, it is recommended that CMJ Engineering, Inc. be retained to observe earthwork and foundation installation and perform materials evaluation during the construction phase of the project. This enables the geotechnical engineer to stay abreast of the project and to be readily available to evaluate unanticipated conditions, to conduct additional tests if required and, when necessary, to recommend alternative solutions to unanticipated conditions. Until these construction phase services are performed by the project geotechnical engineer, the recommendations contained in this report on such items as final foundation bearing elevations, proper soil moisture condition, and other such subsurface related recommendations should be considered as preliminary.

It is proposed that construction phase observation and materials testing commence by the project geotechnical engineer at the outset of the project. Experience has shown that the most suitable method for procuring these services is for the owner or the owner's design engineers to contract directly with the project geotechnical engineer. This results in a clear, direct line of communication between the owner and the owner's design engineers and the geotechnical engineer.

7.0 REPORT CLOSURE

The borings for this study were selected by CMJ Engineering, Inc. The locations and elevations of the borings should be considered accurate only to the degree implied by the methods used in their determination. The boring logs shown in this report contain information related to the types of soil encountered at specific locations and times and show lines delineating the interface between these materials. The logs also contain our field representative's interpretation of conditions that are believed to exist in those depth intervals between the actual samples taken. Therefore, these boring logs contain both factual and interpretive information. Laboratory soil classification tests were also performed on samples from selected depths in the borings. The results of these tests, along with visual-manual procedures were used to generally classify each stratum. Therefore, it should be understood that the classification data on the logs of borings represent visual estimates of classifications for those portions of each stratum on which the full range of laboratory soil classification tests were not performed. It is not implied that these logs are representative of subsurface conditions at other locations and times.

With regard to groundwater conditions, this report presents data on groundwater levels as they were observed during the course of the field work. In particular, water level readings have been made in the borings at the times and under conditions stated in the text of the report and on the boring logs. It should be noted that fluctuations in the level of the groundwater table can occur with passage of time due to variations in rainfall, temperature, and other factors. Also, this report does not include quantitative information on rates of flow of groundwater into excavations, on pumping capacities necessary to dewater the excavations, or on methods of dewatering excavations. Unanticipated soil conditions at a construction site are commonly encountered and cannot be fully predicted by mere soil samples, test borings or test pits. Such unexpected conditions frequently require that additional expenditures be made by the owner to attain a properly designed and constructed project. Therefore, provision for some contingency fund is recommended to accommodate such potential extra cost.

The analyses, conclusions and recommendations contained in this report are based on site conditions as they existed at the time of our field investigation and further on the assumption that the exploratory borings are representative of the subsurface conditions throughout the site; that is, the subsurface conditions everywhere are not significantly different from those disclosed by the borings at the time they were completed. If, during construction, different subsurface conditions from those encountered in our borings are observed, or appear to be present in excavations, we must be

advised promptly so that we can review these conditions and reconsider our recommendations where necessary. If there is a substantial lapse of time between submission of this report and the start of the work at the site, if conditions have changed due either to natural causes or to construction operations at or adjacent to the site, or if structure locations, structural loads or finish grades are changed, we urge that we be promptly informed and retained to review our report to determine the applicability of the conclusions and recommendations, considering the changed conditions and/or time lapse.

Further, it is urged that CMJ Engineering, Inc. be retained to review those portions of the plans and specifications for this particular project that pertain to earthwork and foundations as a means to determine whether the plans and specifications are consistent with the recommendations contained in this report. In addition, we are available to observe construction, particularly the compaction of structural fill, or backfill and the construction of foundations as recommended in the report, and such other field observations as might be necessary.

The scope of our services did not include any environmental assessment or investigation for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater or air, on or below or around the site.

This report has been prepared for use in developing an overall design concept. Paragraphs, statements, test results, boring logs, diagrams, etc. should not be taken out of context, nor utilized without a knowledge and awareness of their intent within the overall concept of this report. The reproduction of this report, or any part thereof, supplied to persons other than the owner, should indicate that this study was made for design purposes only and that verification of the subsurface conditions for purposes of determining difficulty of excavation, trafficability, etc. are responsibilities of the contractor.

This report has been prepared for the exclusive use of Halff Associates, Inc. for specific application to design of this project. The only warranty made by us in connection with the services provided is that we have used that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended.

* * * *



PLATE
A.1

PLAN OF BORINGS

IRON HORSE BOULEVARD RECONSTRUCTION
NORTH RICHLAND HILLS, TEXAS



CMJ PROJECT No. 117-21-309

Major Divisions		Grp. Sym.	Typical Names	Laboratory Classification Criteria	
Coarse-grained soils (more than half of the material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)			Determine percentages of sand and gravel from grain size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than 5 percent.....GW, GP, SW, SP More than 12 percent.....GM, GC, SM, SC 5 to 12 percent.....Borderline cases requiring dual symbols	$C_u = \frac{D_{60}}{D_{10}} \text{ greater than 4: } C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}} \text{ between 1 and 3}$
		GW	Well-graded gravels, gravel-sand mixtures, little or no fines		
		GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		Not meeting all gradation requirements for GW
		GM	Silty gravels, gravel-sand-silt mixtures		Liquid and plastic limits plotting in hatched zone between 4 and 7 are borderline cases requiring use of dual symbols
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	GC	Clayey gravels, gravel-sand-clay mixtures		
		SW	Well-graded sands, gravelly sands, little or no fines		$C_u = \frac{D_{60}}{D_{10}} \text{ greater than 6: } C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}} \text{ between 1 and 3}$
		SP	Poorly graded sands; gravelly sands, little or no fines		Not meeting all gradation requirements for SW
		SM	Silty sands, sand-silt mixtures		Liquid and plastic limits plotting between 4 and 7 are borderline cases requiring use of dual symbols
		SC	Clayey sands, sand-clay mixtures		
Fine-grained soils (More than half of material is smaller than No. 200 sieve)	Silts and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity		
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, and lean clays		
		OL	Organic silts and organic silty clays of low plasticity		
	Silts and clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts		
		CH	Inorganic clays of high plasticity, fat clays		
		OH	Organic clays of medium to high plasticity, organic silts		
		Pt	Peat and other highly organic soils		
	Highly Organic soils				

SOIL OR ROCK TYPES											
	GRAVEL		LEAN CLAY		LIMESTONE						
	SAND		SANDY		SHALE						
	SILT		SILTY		SANDSTONE						
	HIGHLY PLASTIC CLAY		CLAYEY		CONGLOMERATE	Shelby Tube	Auger	Split Spoon	Rock Core	Cone Pen	No Recovery
TERMS DESCRIBING CONSISTENCY, CONDITION, AND STRUCTURE OF SOIL											
Fine Grained Soils (More than 50% Passing No. 200 Sieve)											
Descriptive Item		Penetrometer Reading, (tsf)									
Soft		0.0 to 1.0									
Firm		1.0 to 1.5									
Stiff		1.5 to 3.0									
Very Stiff		3.0 to 4.5									
Hard		4.5+									
Coarse Grained Soils (More than 50% Retained on No. 200 Sieve)											
Penetration Resistance		Descriptive Item		Relative Density							
(blows/foot)											
0 to 4		Very Loose		0 to 20%							
4 to 10		Loose		20 to 40%							
10 to 30		Medium Dense		40 to 70%							
30 to 50		Dense		70 to 90%							
Over 50		Very Dense		90 to 100%							
Soil Structure											
Calcareous		Contains appreciable deposits of calcium carbonate; generally nodular									
Slickensided		Having inclined planes of weakness that are slick and glossy in appearance									
Laminated		Composed of thin layers of varying color or texture									
Fissured		Containing cracks, sometimes filled with fine sand or silt									
Interbedded		Composed of alternate layers of different soil types, usually in approximately equal proportions									
TERMS DESCRIBING PHYSICAL PROPERTIES OF ROCK											
Hardness and Degree of Cementation											
Very Soft or Plastic		Can be remolded in hand; corresponds in consistency up to very stiff in soils									
Soft		Can be scratched with fingernail									
Moderately Hard		Can be scratched easily with knife; cannot be scratched with fingernail									
Hard		Difficult to scratch with knife									
Very Hard		Cannot be scratched with knife									
Poorly Cemented or Friable		Easily crumbled									
Cemented		Bound together by chemically precipitated material; Quartz, calcite, dolomite, siderite, and iron oxide are common cementing materials.									
Degree of Weathering											
Unweathered		Rock in its natural state before being exposed to atmospheric agents									
Slightly Weathered		Noted predominantly by color change with no disintegrated zones									
Weathered		Complete color change with zones of slightly decomposed rock									
Extremely Weathered		Complete color change with consistency, texture, and general appearance approaching soil									
KEY TO CLASSIFICATION AND SYMBOLS										PLATE A.3	

Project No. 117-21-309		Boring No. B-4		Project Iron Horse Boulevard Reconstruction North Richland Hills, Texas									
Location See Plate A.1		Water Observations No seepage encountered during drilling; dry at completion											
Completion Depth 10.0'		Completion Date 11-4-21											
Surface Elevation		Type B-47, w/ CFA											
Depth, Ft.	Symbol	Samples	Stratum Description	REC %	RQD %	Blows/Ft. or Pen Reading, T.S.F.	Passing No 200 Sieve, %	Liquid Limit, %	Plastic Limit, %	Plasticity Index	Moisture Content, %	Unit Dry Wt. Lbs./Cu. Ft.	Unconfined Compression Pounds/Sq. Ft.
			ASPHALT , 6 inches thick										
			SAND AND GRAVEL , 4-inch thick base			3.75		41	15	26	18	109	2500
			SILTY CLAY , light brown, tan, and brown, w/ calcareous nodules and ironstone nodules, very stiff			3.5					18		
			SILTY CLAY , tan, weathered, w/ calcareous nodules, stiff to very stiff			2.0					17		
			- hard below 7'			3.25					18		
						3.75							
						3.75							
						4.5+							
						4.5+							
						4.5+							

SOLUBLE SULFATE TEST RESULTS

Project: Iron Horse Boulevard Reconstruction
North Richland Hills, Texas

Project No.: 117-21-309

Boring No.	Depth (ft.)	Material	Soluble Sulfates (ppm)
B-1	8"-1	Clay	680
B-2	8"-1	Sandy Clay	<100
B-3	10"-1	Clay	560
B-4	10"-1	Silty Clay	<100
B-5	2-3	Clay	500
B-6	8"-1	Sandy Clay	<100
B-7	6"-1	Clay	<100
B-8	6"-1	Clay	<100

Note: Test Method TxDOT Tex 145-E.

LIME SERIES TEST RESULTS

Project: Iron Horse Boulevard Reconstruction
North Richland Hills, Texas

Project No.: 117-21-309

Boring No.: B-4	Depth: 10"-2'
Material: Silty Clay	
Percent Lime	pH
0	8.06
2	12.3
4	12.45
6	12.47
8	12.50
10	12.51

SECTION VIII

PRE-BID MEETING AGENDA



Iron Horse Blvd Improvements (East)

Pre-Bid Meeting Agenda

Meeting Date/Time: November 30, 2022, 2:00 PM – 3:00 PM

Location: 4301 City Point Drive, North Richland Hills, Texas 76180

City of North Richland Hills Representatives:

Caroline Waggoner	Director of Public Works	Phone: 817-427-6400	Email: CLWaggoner@nrhtx.com
Nathan Frohman	City Engineer	Phone: 817-427-6410	Email: NFrohman@nrhtx.com
Elizabeth Braden	Capital Projects Manager	Phone: 817-427-6400	Email: EBraden@nrhtx.com
Scott Kendall	Purchasing Manager	Phone: 817-427-6165	Email: SKendall@nrhtx.com

Consultant Design Team Representatives:

Brent Billington	Project Manager	Phone: 214-937-3933	Email: bbillington@halff.com
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1. Introduction and Sign-In

2. Obtaining Plans and Specifications

- Download electronically from publicpurchase.com
- Register with Scott Kendall (purchasing@nrhtx.com)

3. Project Description & Scope of Work

- Reconstruction and rightsizing of Iron Horse Blvd from Rufe Snow Dr to York St
- Major Project Components
 - Divided concrete roadway with driveways / turn lanes
 - Storm drain improvements (trunk line, laterals, and curb inlets)

4. Bidding

- Required Bid Submittals
 - Submit bids electronically on publicpurchase.com
 - Complete the required forms under Section I – NRH Purchasing Guide
 - Complete the required forms under Section II – Bidding Documents
 - Complete the required forms under Section VI – EDA Requirements
 - i. Fill out “Certification Regarding Lobbying” form
- Questions
 - Please submit your questions on publicpurchase.com
 - Last date for questions is Wednesday, December 07, 2022 at 12:00 PM
- Addendum
 - Addendums will be uploaded to and distributed via publicpurchase.com
 - Acknowledge receipt of addendums on Bid Form

5. Bid Opening

- Date: 2:00 PM, December 14th, 2022
- Location: 4301 City Point Drive, North Richland Hills, Texas 76180

6. Completion Time & Project Schedule

- Final completion: 330 days from NTP
- Liquidation Damages: \$1250/day

7. Construction Sequencing

- Three primary work phases:
 - Phase 1 – WB Pavement
 - Phase 2 – EB Pavement
 - Phase 3 – Medians`
- General TCP Items
 - Contractor may adjust traffic control plan with review by the City.
 - Maintain driveway access at all times.
 - Contractor may use steel plates to cover trenches when constructing storm drain crossing the road. Steel plates shall be approved by the City.

- Contractor is responsible for maintaining access for emergency vehicles, garbage collection, mail delivery, and other deliveries to adjacent properties

8. Existing Utilities

- Contractor is responsible for verifying horizontal and vertical location of all utilities prior to construction.
- Franchise Utilities:
 - Oncor
 - AT&T
 - Sunoco / Energy Transfer
 - Williams
 - Public Water & Sewer
- Sunoco 16" Crude Oil Transmission Line Crossing
 - Storm Line B-1 crosses underneath with 4.7' clearance.
 - Contractor is required to contact Sunoco no later than 48 hours prior to working within proximity of utility
 - i. Steve Flores (w/ Energy Transfer)
 - ii. 972-983-1303
 - iii. steve.flores@energytransfer.com
- Williams 8" HP Natural Gas Line Crossing
 - Storm Line B-1 crosses underneath with 2.3' clearance.
 - Contractor is required to contact Williams no later than 48 hours prior to working within proximity of utility
 - i. Willie Lee
 - ii. 817-648-9920
 - iii. willie.lee@williams.com

9. Landscape and Irrigation

- All existing trees not called out for removal and landscaping shall be protected to minimize impacts and restoration.
- Contractor is responsible for establishing the existing working condition of all irrigation systems prior to starting the Work. The Contractor will be required to restore all irrigation to existing working order if impacted. For areas outside of locations marked for restoration, if the Contractor damages the existing landscaping or irrigation, the Contractor will be responsible for restoring the landscape and irrigation at no cost to the City.

10. Questions



PRE-BID SIGN-IN SHEET

Title: RFB 23-005 IRON HORSE BLVD IMPROVEMENTS FROM RUFE SNOW TO Y

Pre-Bid: Wednesday, November 30, 2022 2:00:00 PM

Bids Due: Wednesday, December 14, 2022 2:00:00 PM

Company Name and Address	Representative Name and Email	Telephone	Fax
woody construction inc	DAW woody woodytditech@gmail.com	817-401-1900	_____
McCleendon Const Co Inc PO Box 999 Burleson TX 76097	Dan McCleendon dan@mcclendonconstruction.com	817-295-0066	
Tiseo Paving Company P.O. Box 270040 Dallas, TX 75227	Justin Barsotta JBarsotta@Tiseopaving.com	469-446-0321	
McMahon Contracting LP 3019 Roy Orr Blvd Grand Prairie TX 75050	Will Mcz Will@mcMahoncontracting.com	972-263-6907	_____
DDM CONSTRUCTION CORP	Delane Bandeira estimators@ddmcc.net	214-608-8071	

Title: RFB 23-005 IRON HORSE BLVD IMPROVEMENTS FROM RUFÉ SNOW TO Y

Bids Due: Wednesday, December 14, 2022 2:00:00 PM

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North Richland Hills – Iron Horse Blvd Improvements

**BEDFORD EULESS ROAD – PREBID MEETING
SIGN-IN SHEET**
Wednesday November 30, 2022 at 2:00 PM
4301 City Point Drive, North Richland Hills Texas, 76180

	NAME	ORGANIZATION	PHONE	E-MAIL	Are you registered on PublicPurchase?
1	Nathan Frohman	City of NRH	817-427-6410	nfrohman@nrhtx.com	Yes
2	Scott Kendall	City of NRH	817-427-6165	skendall@nrhtx.com	Yes
3	Elizabeth Braden	City of NRH	817-427-6400	ebraden@nrhtx.com	Yes
4	Brent Billington	Halff Associates	214-937-3933	bbillington@halff.com	No
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