

DOCUMENT 00055B

BIDDER'S BOND

THAT WE, [INSERT BIDDERS NAME], as Principal, ("Bidder"), and the other subscriber hereto, **[INSERT BONDING COMPANY NAME]**, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of :

[INSERT WRITTEN AMOUNT OF 5% OF TOTAL BID] Dollars (**[\$[INSERT BOND AMOUNT IN NUMBERS]**) [an amount equal to five percent (5%) of the Total Bid Price, including Cash Allowances and Alternates], if any, for the payment of which sum, well and truly to be made to the City of Friendswood and its successors, the Bidder and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Bidder has submitted on or about this day a bid offering to perform the following:

PROJECT NAME: [INSERT PROJECT NAME]
BID NUMBER: BID#[INSERT BID #]
PROJECT NUMBER: [INSERT PROJECT NUMBER]
PROJECT LOCATION: [INSERT GENERAL PROJECT LOCATION]

in accordance with the Drawings, Specifications, and terms and conditions related thereto to which reference is hereby made.

NOW, THEREFORE, if the Bidder's offer as stated in Document 00300 – Unit Price Form is accepted by the City, and the Bidder executes and returns to the City Document 00400 – Standard Agreement for Contracting Services required by the City, on the forms prepared by the City, for the Work and also executes and returns the same number of the Performance, Payment and Maintenance Bonds (such bonds to be executed by a Corporate Surety authorized by the State Board of Insurance to conduct insurance business in the State of Texas, and having an underwriting limitation in at least the amount of the bond) and other submittals as required by Section 00080B - Post-Bid Procedures, in connection with the Work, within the Contract Time, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

If Bidder is unable to or fails to perform the obligations undertaken herein, the undersigned Bidder and Surety shall be liable to the City for the full amount of this obligation which is hereby acknowledged as the amount of damages which will be suffered by the City on account of the failure of such Bidder to perform such obligations, the actual amount of such damages being difficult to ascertain.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract Documents, or at such other address as the receiving Party may hereafter prescribe by written notice to the sending Party.

Surety, by signing this document attests that they are licensed to conduct business in the State of Texas by Texas Department of Insurance.

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

ATTEST SEAL:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

FOUND
1895

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract Documents, or at such other address as the receiving Party may hereafter prescribe by written notice to the sending Party.

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ATTEST SEAL:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

WITNESS:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

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WITNESS:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

ATTEST SEAL:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

FOUNDED

1895

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

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Surety, by signing this document attests that they are licensed to conduct business in the State of Texas by Texas Department of Insurance.

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

WITNESS:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

WITNESS:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

DOCUMENT 00080B

POST-BID PROCEDURES

PART I: GENERAL

1.1 GENERAL REQUIREMENTS

A. This Document addresses the following:

1. Notice of Award.
2. Contract Documents Checklist
3. Requirements of Bidder.
4. Failure of Bidder to comply with requirements.
5. Notice to Proceed.

PART II: REFERENCES

2.1 CFTS – City of Friendswood Technical Specifications.

- A. Document 00115 - Instructions to Bidders.
- B. Document 00400 – Standard Agreement for Contracting Services.
- C. Document 00430 – Affidavit for Insurance.
- D. Document 00445 – Drug and Alcohol Policy.
- E. Document 00450 – Contractors Drug-free Workplace Policy.
- F. Document 00455 – Storm Preparation Policy.
- G. Document 00460 – Hazardous Communications Policy
- H. Document 00470 – Performance Bond.
- I. Document 00475 – Payment Bond.
- J. Document 00700 – Notice of Award.
- K. Document 00705 – Contract Documents Checklist.

- L. Document 00710 – List of Proposed Subcontractors and Suppliers.
- M. Document 00720 – Notice to Proceed.

PART III: EXECUTION

3.1 DOCUMENT 00700 – NOTICE OF AWARD

- A. The City will provide written Notice of Award to the Apparent Low Bidder.
- B. The Notice of Award, in itself, does not constitute an agreement, either verbal or written, to enter into a Contract with the Apparent Low Bidder.
- C. When the Notice of Award is sent the following actions shall be taken:
 - 1. The Apparent Low Bidder shall fill out all required documents as listed in Document 00705 – Contract Documents Checklist.
 - 2. All dates on the Contract and in the Contract Documents shall reflect the date as listed on the Document 00705 – Contract Documents Checklist.
 - 3. All documents listed in the Document 00705 – Contract Documents Checklist shall be returned, and Document 00705 – Contract Documents Checklist shall be signed and dated.
 - 4. The City shall put award of the Bid Proposal on the earliest possible City Council Agenda, consistent with the provisions of Document 00500 – General Conditions; the approval date shall establish the Agreement Date.

3.2 REQUIREMENTS OF BIDDER

- A. Within five (5) days of receipt of Notice of Award, the Apparent Low Bidder shall execute and deliver to the Project Manager for the City's approval, documents indicated below:
 - 1. Document 00400 – Standard Agreement for Contracting Services.
 - 2. Document 00430 – Affidavit for Insurance.
 - 3. Document 00445 – Drug and Alcohol Policy.

4. Document 00450 – Contractors Drug-free Workplace Policy.
5. Document 00455 – Storm Preparation Policy.
6. Document 00460 – Hazardous Communications Policy
7. Document 00470 – Performance Bond.
8. Document 00475 – Payment Bond.
9. Document 00710 – List of Proposed Subcontractors and Suppliers.

3.3 FAILURE OF A BIDDER TO COMPLY WITH REQUIREMENTS

- A. Should the Apparent Low Bidder, after receipt of the Notice of Award, fail to comply with requirements of this Document within stated time, the City may declare award in default and require forfeiture of the Security Deposit.
- B. After the City's written notice of default to the Apparent Low Bidder, the City may award the Contract to Bidder whose offer is the next lowest bid, and Security Deposit of Apparent Low Bidder in default shall be forfeited to the City in accordance with provisions of Document 00115 - Instructions to Bidders.

3.4 NOTICE TO PROCEED

- A. Upon approval by the City Council, and execution of the Agreement by all parties, the Project Manager shall set up a Pre-Construction meeting with the Successful Bidder within ten (10) working days of receipt of all required documents from the Successful Bidder.
- B. The Project Manager shall give Document 00720 - Notice to Proceed to the Contractor, which establishes Date of Commencement of the Work and the start of the Contract Time.

END OF DOCUMENT

DOCUMENT 00320

INSURANCE REQUIREMENTS

PART I: GENERAL

- 1.1 Throughout the term of the Executed Agreement, the Contractor, at their own expense, shall purchase, maintain, and keep in force and effect insurance against claims for injuries to, or death of, persons, or damages to property which may arise out of or result from the Contractor's operation and/or performance of the Work under stated agreement, whether such operations and/or performance be by the Contractor, their agents, representatives, volunteers, employees, or subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 1.2 The Contractor's insurance cover shall be primary insurance with respect to the City, its officers, agents, and employees, including the City. Any insurance maintained by the City, its officials, agents, and employees shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as an additional insured under its commercial general liability policies or furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 1.3 The following is a list of standard insurance policies along with their respective minimum coverage amounts required per the Contract Documents:
- A. Workers' Compensation: Statutory.
 - B. Employer's Liability: \$500,000.
 - C. Comprehensive General Liability:
 - a. Bodily Injury:
 - 1. \$500,000 per Occurrence.
 - 2. \$1,000,000 per Aggregate Occurrence.
 - b. Property Damage:
 - 1. \$500,000 per Occurrence.

2. \$1,000,000 per Aggregate Occurrence.
- D. Comprehensive Automobile Liability:
- a. Bodily Injury:
 1. \$500,000 per Each Person.
 2. \$1,000,000 per Accident; or
 3. \$1,000,000 Combined Single Limit (CSL).
 - b. Property Damage:
 1. \$500,000 per Accident.
- 1.4 Upon execution of Document 00400 – Standard Agreement of Contracting Services, the Contractor shall file with the City valid Certificates of Insurance and endorsements acceptable to the City. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty days (30 D) prior written notice has been given to the City via Certified Mail, return receipt requested.
- 1.5 The Contractor shall also file with the City valid Certificates of Insurance covering all Subcontractors.
- 1.6 The following general requirements shall apply to all policies:
- A. AM Best Rating of A- or better.
 - B. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
 - C. The City of Friendswood, its officials, and employees are to be added as an Additional Insured to liability policies.
 - D. Certificates of Insurance showing evidence of insurance coverage shall be provided to the City's representative within ten (10) Working Days after this Agreement is executed.
 - E. All other requirements set in Document 000115[INSERT B, C OR P] - Instructions to [INSERT BIDDERS, OFFERORS OR PROPOSERS].

PART II: NOT USED

PART III: NOT USED

END OF DOCUMENT



SECTION 00425

TEXAS WORKERS' COMPENSATION

In accordance with

28 TAC 110.110

**DIVISION OF TEXAS WORKERS' COMPENSATION
TEXAS DEPARTMENT OF INSURANCE**

A. DEFINITIONS

Certificate of coverage (certificate") – A copy of a certificate of authority to self-insure issued by the Texas Department of Insurance ("TDI"), or a coverage agreement showing statutory workers' compensation insurance coverage for the persons' or entity's employees providing services on a project, for the duration of the project.

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

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

- B.** The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, §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 City 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 shall, prior to the end of the coverage period, file a new certificate of coverage with the City, showing that the

00425-1

coverage has been extended.

- E. The Contractor shall obtain from each person providing services on the project, and provide to the City:
- (1) a certificate of coverage, prior to that person beginning work on the project, so that the City shall have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days (7 D) after the 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 on file for the duration of the project and for one year (1 Yr) thereafter.
- G. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten days (10 D) 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 TDI, 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.

The sign shall include as a minimum the following:

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 thirty point (30 pt) bold type and text in at least nineteen point (19 pt) 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 provided by the commission on sample notice, without any additional words or changes:

“REQUIRED WORKERS’ COMPENSATION 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 classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory

- requirements of Texas Labor Code §401.011(44) for all 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 the coverage period, 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 (1 Yr) thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten days (10 D) 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 other person with whom it contracts to perform as required by paragraphs one (1) through seven (7), with providing certificate 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 City that all employees of the Contractor who shall provide services on this project shall be covered by workers' compensation coverage for the duration of the project, that the coverage shall be based on proper reporting of classifications codes and payroll amounts, and that all coverage agreements shall be filed with the appropriate insurance carrier or, in case of a self-insured, with the TDI's requirements and regulations. Providing false or misleading information shall 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 City to declare the contract void if the Contractor does not remedy this breach within ten days (10 D) after receipt of notice of breach from the City.

END OF SECTION



DOCUMENT 00430

AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared [INSERT AFFIANT], who being by me duly sworn on their oath stated that [INSERT HE OR SHE] is [INSERT TITLE] of [INSERT CONTRACTOR NAME], a representative of the Contractor named and referred to within the Contract Documents; that they are fully competent and authorized to give this affidavit and that the attached original insurance certificate(s) truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

(Affiant's Signature)

(Date)

SWORN AND SUBSCRIBED by me on this ____ day of _____,
A.D. 20_____.

Notary Public in and for _____ County, _____.

Notary Public Signature

NOTARY SEAL

Print or Type Notary Public Name

My Commission Expires: _____

END OF DOCUMENT

DOCUMENT 00435

WAGE SCALE FOR ENGINEERING CONSTRUCTION

PART I: GENERAL

- 1.1 As required by Chapter 2258, Subchapter A, Government Code, Building and Procurement Commission, Vernon's Texas Civil Statutes, the City has ascertained local prevailing wage rates for the type of any Civil or Utility work to be performed under the Contract. The Classification and Minimum Rates are listed in TABLE 2.1 – LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR HIGHWAY CONSTRUCTION (TX20080046) and TABLE 2.2 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR HEAVY CONSTRUCTION (TX100052) in this Document and made part of the Contract Documents.
- 1.2 The Amended Article further provides that the Contractor shall forfeit, as a penalty, to the City, One Hundred dollars (\$100.00) per day for each laborer, workman, or mechanic who is not paid the stipulated wage for the type of work being performed by him as set up in the wage scale. The City is authorized to withhold from the Contractor the amount of this penalty in any payment that might be claimed by the Contractor or subcontractor. The Act makes the Contractor responsible for the acts of the subcontractors in this respect.
- 1.3 The Article likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by him and to show the actual per diem wages paid to each worker and these records are open to the inspection of the City.
- 1.4 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.5 The hourly cost of salary for non-exempt workers for labor in excess of forty (40) hours per worker per week shall be calculated at one and one-half (1.5) times the worker's base pay.
- 1.6 The wage scale for engineering construction is to be applied to all site work greater than five (5) feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.7 Wages listed below are taken from the Department of Labor, Employment Standards Administration, General Decisions.
 - A. General Decision TX20080046 for Highway Construction.

B. General Decision TX100052 for Heavy Construction.

PART II: WAGE CLASSIFICATION

2.1 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR HIGHWAY CONSTRUCTION (TX20080046).

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Asphalt Distributor Operator	\$10.94	Milling Machine Operator – Fine Grade	\$13.17
Asphalt Paving Machine Operator	\$12.01	Mixer Operator	\$10.33
Asphalt Raker	\$11.13	Motor Grader Operator – Rough	\$13.13
Asphalt Shoveler	\$9.14	Motor Grader Operator	\$11.67
Broom or Sweeper Operator	\$11.19	Oiler	\$12.12
Bulldozer Operator	\$11.81	Painter – Structures	\$15.54
Carpenter – Rough	\$14.04	Pavement Marking Machine Operator	\$8.18
Concrete Finisher – Paving	\$11.38	Pile Driver	\$12.22
Concrete Finisher – Structures	\$10.80	Pipe Layer	\$9.49
Concrete Paving – Curbing Machine Operator	\$10.00	Reinforcing Steel Setter – Paving	\$15.14
Concrete Paving – Finishing Machine Operator	\$13.07	Reinforcing Steel Setter – Structure	\$13.87
Concrete Paving – Joint Sealer Operator	\$11.00	Roller Operator, Pneumatic - Self-propelled	\$9.91
Concrete Paving – Saw Operator	\$12.75	Roller Operator, Steel Wheel, Flat Wheel/Tamping	\$10.43
Concrete Paving – Spreader Operator	\$10.44	Roller Operator, Steel Wheel, Plant Mix Pavement	\$11.07
Concrete Rubber	\$9.00	Scraper Operator	\$9.92
Crane Clamshell Backhoe Derrick, Dragline, Shovel Operator	\$12.71	Servicer	\$10.96
Crusher and Screening Plant Operator	\$11.29	Sign Installer – PGM	\$8.54
Electrician	\$21.79	Slip Form Machine Operator	\$11.07
Flagger	\$9.42	Spreader Box Operator	\$11.12
Form Builder/Setter – Structures	\$10.50	Structural Steel Worker	\$12.13
Form Liner – Paving and Curb	\$11.75	Tractor Operator – Crawler Type	\$13.00
Form Setter – Paving and Curb	\$10.51	Tractor Operator – Pneumatic	\$10.07
Foundation Drill Operator – Crawler Mounted	\$15.00	Transit Mixer Truck Driver	\$11.00
Foundation Drill Operator – Truck Mounted	\$12.73	Truck Driver, Lowboy – float	\$13.16
Front Loader Operator	\$10.65	Truck Driver, Single-Axle – Heavy	\$10.65
Laborer – Common	\$9.15	Truck Driver, Single-Axle – Light	\$10.07
Laborer – Utility	\$9.81	Truck Driver, Tandem Axle Semi-Trailer	\$10.25
Manhole Builder	\$9.00	Work Zone Barricade Servicer	\$9.94
Mechanic	\$13.72	Welders - Receive rate prescribed for craft performing operation to which welding is incidental	

**2.2 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR HEAVY
CONSTRUCTION (TX100052).**

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Carpenter	\$14.04	Operator, Backhoe	\$13.47
Cement Mason/Concrete Finisher	\$12.50	Operator, Bulldozer	\$12.58
Electrician	\$17.00	Operator, Crane	\$15.33
Formbuilder/Formsetter	\$13.84	Operator, Excavator	\$16.37
Ironworker, Reinforcing	\$11.28	Operator, Front End Loader	\$12.16
Laborer, Common	\$8.94	Operator, Grader	\$12.20
Laborer, Landscape	\$7.35	Operator, Tractor	\$15.00
Laborer, Mason Tender Cement	\$9.94	Sprinkler Fitter (Fire Sprinklers)	\$25.90
Laborer, Pipelayer	\$10.14	Truck Driver	\$12.02
Pipefitter	\$17.00	Welders - Receive rate prescribed for craft performing operation to which welding is incidental	

END OF DOCUMENT

DOCUMENT 00440

WAGE SCALE FOR ARCHITECTURAL CONSTRUCTION

PART I: GENERAL

- 1.1 As required by Chapter 2258, Subchapter A, Government Code, Building and Procurement Commission, Vernon's Texas Civil Statutes, the City has ascertained local prevailing wage rates for the type of any building construction work to be performed under the Contract. The Classification and Minimum Rates are listed in TABLE 2.1 – LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR ARCHITECTURAL CONSTRUCTION – SKILLED WORKERS, TABLE 2.2 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR ARCHITECTURAL CONSTRUCTION – LABORERS AND TABLE 2.3 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR ARCHITECTURAL CONSTRUCTION – POWER EQUIPMENT OPERATORS in this Document and made part of the Contract Documents.
- 1.2 The Amended Article further provides that the Contractor shall forfeit, as a penalty, to the City, One Hundred dollars (\$100.00) per day for each laborer, workman, or mechanic who is not paid the stipulated wage for the type of work being performed by him as set up in the wage scale. The City is authorized to withhold from the Contractor the amount of this penalty in any payment that might be claimed by the Contractor or subcontractor. The Act makes the Contractor responsible for the acts of the subcontractors in this respect.
- 1.3 The Article likewise requires that the Contractor and subcontractors keep an accurate record of the names and occupations of all persons employed by him and to show the actual per diem wages paid to each worker and these records are open to the inspection of the City.
- 1.4 This prevailing wage rate does not prohibit the payment of more than the rates stated.
- 1.5 The hourly cost of salary for non-exempt workers for labor in excess of forty (40) hours per worker per week shall be calculated at one and one-half (1.5) times the worker's base pay.
- 1.6 The wage scale for Architectural construction is to be applied to all site work greater than five (5) feet from an exterior wall of new building under construction or from an exterior wall of an existing building.
- 1.7 Wages listed below are taken from the Department of Labor, Employment Standards Administration, General Decisions.

A. General Decision TX100121 for Building Construction.

PART II: WAGE CLASSIFICATION

2.1 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR ARCHITECTURAL CONSTRUCTION – SKILLED WORKERS.

Worker Classification	Wage
Asbestos Abatement Worker *	\$14.00
Asbestos Worker/Insulator *	\$20.63
Boilermaker *	\$24.70
Brick Layer	\$18.00
Carpenter *	\$21.00
Cement Mason/Concrete Finisher	\$12.83
Drywall Finisher/Taper	\$12.13
Drywall Hanger	\$12.96
Electrician *	\$24.85
Elevator Mechanic *	\$34.96
Formbuilder/Formsetter	\$11.82
Glazier	\$14.92
Insulator- (Batt and Foam)	\$10.00
Ironworker- Reinforcing	\$12.06
Ironworker- Structural	\$15.68
Lather	\$16.90
Painter	\$11.17
Pipe Fitters – HVAC Only*	\$28.07
Pipe Fitters – All except HVAC *	\$19.20
Plasterer *	\$19.42
Plumbers *	\$28.54
Roofer	\$11.51
Sheet Metal Worker *	\$25.74
Sprinkler Fitter, Fire *	\$25.90
Tile Finisher	\$12.00
Tile Setter	\$15.70
Truck Driver	\$10.78
*Denotes trades that can have approved apprentices.	

2.2 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR ARCHITECTURAL CONSTRUCTION – LABORERS.

Worker Classification	Base Rate
Common Laborer	\$9.29
Mason Tender – Brick	\$10.13
Mason Render – Cement	\$9.86
Pipe Layer	\$12.35
Plaster Tender	\$12.90

2.3 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE FOR ARCHITECTURAL CONSTRUCTION – POWER EQUIPMENT OPERATORS

Worker Classification	Base Rate
Asphalt Paver	\$13.50
Backhoe	\$12.54
Crane	\$17.95
Forklift	\$15.46
Slab and Wall Saw	\$15.54

2.5 APPRENTICES

- A. Apprentices may be used in any of the crafts listed above where noted, if they are currently certified in a program recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, providing the proper ratio between journeyman and apprentice is observed. Apprentice certification certificates must be supplied with the first weekly payroll upon which the apprentice's name appears.

2.6 HELPERS

- A. A Helper is a semi-skilled worker (rather than a skilled journeyman) who works under the direction of and assists a journeyman. Under the journeyman's direction and supervision, the helper performs a variety of duties to assist the journeyman such as preparing, carrying, and furnishing equipment, supplies and maintaining them in order; cleaning and preparing work areas; lifting, positioning, and holding materials or tools; and other related semi-skilled tasks as directed by the journeyman. A helper may use the tools of the trade at and under the direction of the journeyman. The particular duties performed by a helper vary according to area practice.
- B. The journeyman must work in close proximity to the location of the helpers work area. The helpers wage rate shall be calculated at no less than sixty-five (65) percent of the prevailing wage for that journeyman's classification.
- C. Helper who assists more than one (1) journeyman craft shall be listed with the notation indicating each journeyman craft classification they assist.
- D. Shall not exceed three (3) helpers to one (1) journeyman.

PART III: CLASSIFICATION DEFINITIONS

3.1 ASBESTOS ABATEMENT WORKER (Ceilings, Floors, & Walls only)

- A. Ratio: one (1) Apprentice to one (1) Journeyman.
- B. Removes asbestos from ceilings, walls, beams, boilers, and other structures, following hazardous waste handling guidelines. Assembles scaffolding and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area.
- C. Builds connecting walkway between mobile unit or portable showers and work area, using hand tools, lumber, nails, plastic sheeting, and

duct tape. Positions portable air evacuation and filtration system inside work area. Sprays chemical solution over asbestos covered surfaces, using tank with attached hose and nozzle, to soften asbestos. Cuts and scrapes asbestos from surfaces, using knife and scraper. Shovels asbestos into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, using vacuum, broom, and dustpan. Places asbestos in disposal bags and seals bags, using duct tape. Dismantles scaffolding and temporary walkway, using hand tools, and places plastic sheeting and disposal bags into transport bags. Seals bags, using duct tape, and loads bags into truck.

3.2 ASBESTOS WORKER/INSULATOR

- A. Ratio: one (1) Apprentice to one (1) Journeyman.
- B. Applies insulating material to exposed surfaces of structures, such as air ducts, hot and cold pipes, storage tanks, and cold storage rooms. Reads blueprints and selects required insulation material (in sheet, tubular, or roll form), such as fiberglass, foam rubber, styrofoam, cork, or urethane, based on material's heat retaining or excluding characteristics. Brushes adhesives on or attaches metal adhesive-backed pins to flat surfaces as necessary to facilitate application of insulation material. Measures and cuts insulation material to specified size and shape for covering flat or round surfaces, using tape measure, knife, or scissors. Fits, wraps, or attaches required insulation material around or to structure, following blueprint specifications. Covers or seals insulation with preformed plastic covers, canvas strips, sealant, or tape to secure insulation to structure, according to type of insulation used and structure covered, using staple gun, trowel, paintbrush, or caulking gun.

3.3 ASPHALT PAVER OPERATOR

- A. Bituminous-paving-machine operator; blacktop-paver operator; blacktop spreader; mechanical-spreader operator; paving-machine operator, asphalt or bituminous Operates machine that spreads and levels hot-mix bituminous paving material on sub grade of highways and streets : Bolts extensions to screed to adjust width, using wrenches. Lights burners to heat screed. Starts engine and controls paving machine to push dump truck and maintain constant flow of asphalt into hopper. Observes distribution of paving material along screed and controls direction of screed to eliminate voids at curbs and joints. Turns valves to regulate temperature of asphalt flowing from hopper when asphalt begins to harden on screed.

3.4 BACKHOE OPERATOR

- A. Operates power-driven machine, equipped with movable shovel, to excavate or move coal, dirt, rock, sand, and other materials. Receives written or oral instructions from supervisor regarding material to move or excavate. Pushes levers and depresses pedals to move machine, to lower and push shovel into stockpiled material, to lower and dig shovel into surface of ground, and to lift, swing, and dump contents of shovel into truck, car, or onto conveyor, hopper, or stockpile. Observes markings on ground, hand signals, or grade stakes to remove material when operating machine at excavation site.

3.5 BOILERMAKER

- A. Ratio: one (1) Apprentice to five (5) Journeymen.
- B. Assembles, analyzes defects in, and repairs boilers, pressure vessels, tanks, and vats in field, following blueprints and using hand tools and portable power tools and equipment. Locates and marks reference points for columns or plates on foundation, using master straightedge, squares, transit, and measuring tape, and applying knowledge of geometry. Attaches rigging or signals crane operator to lift parts to specified position. Aligns structures or plate sections to assemble boiler frame, tanks, or vats, using plumb bobs, levels, wedges, dogs, or turnbuckles. Hammers, flame-cuts, files, or grinds irregular edges of sections or structural parts to facilitate fitting edges together. Bolts or arc-welds structures and sections together. Positions drums and headers into supports and bolts or welds supports to frame. Aligns water tubes and connects and expands ends to drums and headers, using tube expander. Bells, beads with power hammer, or welds tube ends to ensure leak proof joints. Bolts or welds casing sections, uptakes, stacks, baffles, and such fabricated parts as chutes, air heaters, fan stands, feeding tube, catwalks, ladders, coal hoppers, and safety hatch to frame, using wrench. Installs manholes, handholds, valves, gauges, and feed water connection in drums to complete assembly of water tube boilers. Assists in testing assembled vessels by pumping water or gas under specified pressure into vessel and observing instruments for evidence of leakage. Repairs boilers or tanks in field by unbolting or flame cutting defective sections or tubes, straightening plates, using torch or jacks, installing new tubes, fitting and welding new sections and replacing worn lugs on bolts. May rivet and caulk sections of vessels, using pneumatic riveting and caulking hammers.

3.6 BRICKLAYER

- A. Ratio: one (1) Mason Tender to three (3) Journeymen

- B. Lays building materials, such as brick, structural tile, and concrete cinder, glass, gypsum, and terra cotta block (except stone) to construct or repair walls, partitions, arches, sewers, and other structures. Measures distance from reference points and marks guidelines on working surface to lay out work. Spreads soft bed (layer) of mortar that serves as base and binder for block, using trowel. Applies mortar to end of block and positions block in mortar bed. Taps block with trowel to level, align, and embed in mortar, allowing specified thickness of joint. Removes excess mortar from face of block, using trowel. Finishes mortar between brick with pointing tool or trowel. Breaks bricks to fit spaces too small for whole brick, using edge of trowel or brick hammer. Determines vertical and horizontal alignment of courses, using plumb bob, gaugeline (tightly stretched cord), and level. Fastens brick or terra cotta veneer to face of structures, with tie wires embedded in mortar between bricks, or in anchor holes in veneer brick. May weld metal parts to steel structural members. May apply plaster to walls and ceiling, using trowel, to complete repair work.

3.7 CARPENTER (Including Acoustical Ceiling Work)

- A. Ratio: one (1) Apprentice to two (2) Journeyman.

- B. Constructs, erects, installs, and repairs structures and fixtures of wood, plywood, and wallboard, using carpenter's hand tools and power tools, and conforming to local building codes. Studies blueprints, sketches, or building plans for information pertaining to type of material required, such as lumber or fiberboard, and dimensions of structure or fixture to be fabricated. Selects specified type of lumber or other materials. Prepares layout, using rule, framing square, and calipers. Marks cutting and assembly lines on materials, using pencil, chalk, and marking gauge. Shapes materials to prescribed measurements, using saws, chisels, and planes. Assembles cut and shaped materials and fastens them together with nails, dowel pins, or glue. Verifies trueness of structure with plumb bob and carpenter's level. Erects framework for structures and lays subflooring. Builds stairs and lays out and installs partitions and cabinetwork. Covers sub floor with building paper to keep out moisture and lays hardwood, parquet, and wood-strip-block floors by nailing floors to sub floor or cementing them to mastic or asphalt base. Applies shock-absorbing, sound-deadening, and decorative paneling to ceilings and walls. Fits and installs prefabricated window frames, doors, doorframes, weather stripping, interior and exterior trim, and finish hardware, such as locks, letter drops, and kick plates. Constructs forms and chutes for pouring concrete. Erects

scaffolding and ladders for assembling structures above ground level.
May weld metal parts to steel structural members.

3.8 CEMENT MASON/CONCRETE FINISHER

- A. Finisher; concrete floater Smoothes and finishes surfaces of poured concrete floors, walls, sidewalks, or curbs to specified textures, using hand tools or power tools, including floats, trowels, and screeds. Signals concrete deliverer to position truck to facilitate pouring concrete. Moves discharge chute of truck to direct concrete into forms, Spreads concrete into inaccessible sections of forms, using rake or shovel. Levels concrete to specified depth and workable consistency, using hand held screed and floats to bring water to surface and produce soft topping. Smoothes, and shapes surfaces of freshly poured concrete, using straightedge and float or power screed. Finishes concrete surfaces, using power trowel, or wets and rubs concrete with abrasive stone to impart finish. Removes rough or defective spots from concrete surfaces, using power grinder or chisel and hammer, and patches holes with fresh concrete or epoxy compound. Molds expansion joints and edges, using edging tools, jointers, and straightedge. May sprinkle colored stone chips, powdered steel, or coloring powder on concrete to produce prescribed finish. May produce rough concrete surface, using broom. May mix cement, using hoe or concrete mixing machine. May direct sub grade work, mixing of concrete, and setting of forms.

3.9 CRANE OPERATOR

- A. Operates electric-, diesel-, gasoline-, or steam-powered guy-derrick or stiff-leg derrick (mast supported by fixed legs or tripod), to move products, equipment, or materials to and from quarries, storage areas, and processes, or to load and unload trucks or railroad cars. Pushes and pulls levers and depresses pedals to raise, lower, and rotate boom and to raise and lower load line in response to signals.

3.10 DRYWALL FINISHER

- A. Ratio: three (3) Helpers to one (1) Journeyman
- B. Total wallboard and plasterboard; sheetrock taper; taper and bedder; taper and floater Seals joints between plasterboard or other wallboards to prepare wall surface for painting or papering. Mixes sealing compound by hand or with portable electric mixer, and spreads compound over joints between boards, using trowel, broad knife, or spatula. Presses paper tape over joint to embed tape into compound and seal joint, or tapes joint, using mechanical applicator that spreads compound and embeds tape in one operation. Spreads and smooths

cementing material over tape, using trowel or floating machine to blend joint with wall surface. Sands rough spots after cement has dried. Fills cracks and holes in walls and ceiling with sealing compound. Installs metal molding at corners in lieu of sealant and tape. Usually works as member of crew. May apply texturing compound and primer to walls and ceiling preparatory to final finishing, using brushes, roller, or spray gun. May countersink nails or screws below surface of wall prior to applying sealing compound, using hammer or screwdriver.

3.11 DRYWALL HANGER (Includes installing metal studs)

- A. Ratio: three (3) Helpers to one (1) Journeyman.
- B. Dry-wall installer; gypsum dry-wall systems installer. Plans gypsum drywall installations, erects metal framing and furring channels for fastening drywall, and installs drywall to cover walls, ceilings, soffits, shafts, and movable partitions in residential, commercial, and industrial buildings. Reads blueprints and other specifications to determine method of installation, work procedures, and material, tool, and work aid requirements. Lays out reference lines and points for use in computing location and position of metal framing and furring channels and marks position for erecting metalwork, using chalk line. Measures, marks, and cuts metal runners, studs, and furring channels to specified size, using tape measure, straightedge and hand and portable power cutting tools. Secures metal framing to walls and furring channels to ceilings, using hand, and portable power tools. Measures and marks cutting lines on drywall, using square, tape measure, and marking devices. Scribes cutting lines on drywall, using straightedge and utility knife and breaks board along cut lines. Fits and fastens board into specified position on wall, using screws, hand tools, portable power tools, or adhesive. Cuts openings into board for electrical outlets, vents, or fixtures, using keyhole saw or other cutting tools. Measures, cuts, assembles, and installs metal framing and decorative trim for windows, doorways, and vents. Fits, aligns, and hangs doors and installs hardware, such as locks and kick plates.

3.12 FORMBUILDER/FORMSETTER

- A. Ratio: three (3) Helpers to one (1) Journeyman.
- B. Constructs built-in-place or prefabricated wooden forms, according to specifications, for molding concrete structures. Studies blueprints and diagrams to determine type and dimension of forms to be constructed. Saws lumber to blueprint dimensions, using handsaw or power saw, and nails lumber together to make form panels. Erects built-in-place forms or assembles and installs prefabricated forms on construction site according to blueprint specifications, using hand tools, plumb, rule, and

level. Inserts spreaders and tie rods between opposite faces of form to maintain specified dimensions. Anchors and braces forms to fixed objects, using nails, bolts, anchor rods, steel cables, planks, and timbers.

3.13 ELECTRICIAN

- A. Ratio: one (1) Apprentice to three (3) Journeymen.
- B. Includes Pulling wire and Low Voltage Wiring and installation of Fire Alarms, Security Systems, Telephones, and Computers.
- C. Plans layout, installs, and repairs wiring, electrical fixtures, apparatus, and control equipment. Plans new or modified installations to minimize waste of materials, provide access for future maintenance, and avoid unsightly, hazardous, and unreliable wiring, consistent with specifications and local electrical codes. Prepares sketches showing location of wiring and equipment, or follows diagrams or blueprints, ensuring that concealed wiring is installed before completion of future walls, ceilings, and flooring. Measures, cuts, bends, threads, assembles, and installs electrical conduit, using tools, such as hacksaw, pipe threader, and conduit bender. Pulls wiring through conduit. Splices wires by stripping insulation from terminal leads, using knife or pliers, twisting or soldering wires together, and applying tape or terminal caps. Connects wiring to lighting fixtures and power equipment, using hand tools. Installs control and distribution apparatus, such as switches, relays, and circuit-breaker panels, fastening in place with screws or bolts, using hand tools and power tools. Connects power cables to equipment, such as electric range or motor, and installs grounding leads. Tests continuity of circuit to ensure electrical compatibility and safety of components, using testing instruments, such as ohmmeter, battery and buzzer, and oscilloscope. Observes functioning of installed equipment or system to detect hazards and need for adjustments, relocation, or replacement.

3.14 ELEVATOR MECHANIC

- A. Ratio: one (1) Apprentice to one (1) Journeyman.
- B. Employer contributes eight (8) percent of basic hourly rate for over five (5) years' service and six (6) percent of basic hourly rate for six (6) months to five (5) years' service as Vacation pay credit. Paid Holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.
- C. Erector; elevator installer; elevator mechanic assembles and installs electric and hydraulic freight and passenger elevators, escalators, and

dumbwaiters, determining layout and electrical connections from blueprints. Studies blueprints and lays out location of framework, counterbalance rails, motor pump cylinder, and plunger foundations. Drills holes in concrete or structural steel members with portable electric drill. Secures anchor bolts or welds brackets to support rails and framework, and verifies alignment with plumb bob and level. Cuts prefabricated sections of framework, rails. Other elevator components to specified dimensions, using acetylene torch, power saw, and disk grinder. Install cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools. Connects electrical wiring to control panels and electric motors. Install safety and control devices. Position electric motor and equipment on top of elevator shaft, using hoists and cable slings.

3.15 FORKLIFT OPERATOR

- A. Drives gasoline-, liquefied gas-, or electric-powered industrial truck equipped with lifting devices, such as forklift, boom, scoop, lift beam and swivel-hook, fork-grapple, clamps, elevating platform, or trailer hitch, to push, pull, lift, stack, tier, or move products, equipment, or materials in warehouse, storage yard, or factory. Moves levers and presses pedals to drive truck and control movement of lifting apparatus. Positions forks, lifting platform, or other lifting device under, over, or around loaded pallets, skids, boxes, products, or materials or hooks tow trucks to trailer hitch, and transports load to designated area. Unloads and stacks material by raising and lowering lifting device.

3.16 GLAZER

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Total Installs glass in windows, skylights, store fronts, and display cases, or on surfaces, such as building fronts, interior walls, ceilings, and tabletops. Marks outline or pattern on glass, and cuts glass, using glasscutter. Breaks off excess glass by hand or with notched tool. Fastens glass panes into wood sash with glazier's points, and spreads and smoothes putty around edge of panes with knife to seal joints. Installs mirrors or structural glass on building fronts, walls, ceilings, or tables, using mastic, screws, or decorative molding. Bolts metal hinges, handles, locks, and other hardware to prefabricated glass doors. Sets glass doors into frame and fits hinges. May install metal window and doorframes into which glass panels are to be fitted. May press plastic adhesive film to glass or spray glass with tinting solution to prevent light glare. May install stained glass windows.

3.17 INSULATOR (Batt and Foam)

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Applies batt and form insulation to walls, ceilings and other surfaces according to manufacturers' specifications and blue print instructions. May use sealants such as cement plaster or asphalt compound to seal insulation; may spread concrete over floor slabs to form. Wearing floor brushes adhesives, cuts insulating materials to specified shape to cover surfaces; uses tape or other sealants to adhere insulation to surfaces. May use staple gun, towel, paintbrushes, and caulking guns.

3.18 IRONWORKER – REINFORCING

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Positions and secures steel bars in concrete forms to reinforce concrete; places rods in forms, spacing and fastening together with wire and pliers. Cuts bars using hacksaw, or bar cutters. Bends steel rods with hand tools or rod bending machine; welds reinforcing bars together.

3.19 IRONWORKER – STRUCTURAL

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Erector; ironworker; steel erector; structural-iron erector; structural-iron worker; structural-steel erector. Performs any combination of following duties to raise, place, and unite girders, columns, and other structural-steel members to form completed structures or structure frameworks, working as member of crew. Sets up hoisting equipment for raising and placing structural-steel members. Fastens steel members to cable of hoist, using chain, cable, or rope. Signals worker operating hoisting equipment to lift and place steel member. Guides member, using tab line (rope) or rides on member in order to guide it into position. Pulls, pushes, or pries steel members into approximate position while member is supported by hoisting device. Forces members into final position, using turnbuckles, crowbars, jacks, and hand tools. Aligns rivet holes in member with corresponding holes in previously placed member by driving drift pins or handle of wrench through holes. Verifies vertical and horizontal alignment of members, using plumb bob and level.

3.20 LABORER (Common)

- A. Performs any combination of the following tasks In erecting, repairing and wrecking buildings; dig, spread and level dirt and gravel; lift carry

and hold building materials, tools and supplies; clean tools, equipment, materials and work areas; mix, pour and spread concrete, asphalt, gravel and other materials; join, wrap and seal sections of pipe; routine non-machine tasks such as removing forms from set concrete, filling expansion joints with asphalt, and placing culverts in trench. May also signal construction equipment operators; measure distances from grade stakes, drive stakes and stretch lines; bolt, nail align and block up under forms; mix and finish poured concrete, erect scaffolding; spread paint or coating to seal surfaces; caulking compounds to seal surfaces ; remove projections from concrete, and mount pipe hangers.

3.21 LATHER

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Fastens wooden, metal, or rock board lath to walls, ceilings, and partitions of buildings to provide supporting base for plaster, fireproofing, or acoustical material, using hand tools and portable power tools. Erects horizontal metal framework to which laths are fastened, using nails, bolts, and stud gun. Drills holes in floor and ceiling, using portable electric tool, and drives ends of wooden or metal studs into holes to provide anchor for furring or rock board lath. Wires horizontal strips to furring to stiffen framework. Cuts lath to fit openings and projections, using hand tools or portable power tools. Wires, nails, clips, or staples lath to framework, ceiling joists, and flat concrete surfaces. Bends metal lath to fit corners, or attaches preformed corner reinforcements. Wires plasterer's channels to overhead structural framework to provide support for plaster or acoustical ceiling tile/

3.22 PAINTER

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior or exterior surfaces, trimmings, and fixtures of buildings and other, structures. Reads work order or receives instructions from supervisor or homeowner regarding painting. Smooths surfaces, using sandpaper, brushes, or steel wool, and removes old paint from surfaces, using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with caulk, putty, plaster, or other filler, using caulking gun and putty knife. Selects premixed paints, or mixes required portions of pigment, oil, and thinning and drying substances to prepare paint that matches specified colors. Removes fixtures, such as pictures and electric switch covers, from walls prior to painting, using screwdriver. Spreads drop cloths over floors and room furnishings, and covers surfaces, such as baseboards, doorframes, and windows with

masking tape and paper to protect surfaces during painting. Paints surfaces, using brushes, spray gun, or paint rollers. Simulates wood grain, marble, brick, or tile effects. Applies paint with cloth, brush, sponge, or fingers to create special effects, Erects scaffolding or sets up ladders to perform tasks above ground level.

3.23 PIPELAYER

- A. Lay pipe for storm or sanitation sewers, drains, and water mains. Perform any combination of the following tasks: grade trenches or culverts, position pipe, or seal joints.

3.24 PIPEFITTER (HVAC Pipe Only)

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Lays out, assembles, installs, and maintains pipe systems, pipe supports, and related hydraulic and pneumatic equipment for steam, hot water, heating, cooling, lubricating, sprinkling, and industrial production and processing systems, applying knowledge of system operation, and following blueprints. Selects type and size of pipe, and related materials and equipment, such as supports, hangers, and hydraulic cylinders, according to specifications. Inspects work site to determine presence of obstructions and to ascertain that holes cut for pipe shall not cause structural weakness. Plans installation or repair to avoid obstructions and to avoid interfering with activities of other workers. Cuts pipe, using saws, pipe cutter, hammer and chisel, cutting torch, and pipe cutting machine. Threads pipe, using pipe threading machine. Bends pipe, using pipe bending tools and pipe bending machine. Assembles and installs variety of metal and nonmetal pipes, tubes, and fittings, including iron, steel, copper, and plastic. Connects pipes, using threaded, caulked, soldered, brazed, fused, or cemented joints, and hand tools. Secures pipes to structure with brackets, clamps, and hangers, using hand tools and power tools. Installs and maintains hydraulic and pneumatic components of machines and equipment, such as pumps and cylinders, using hand tools. Installs and maintains refrigeration and air-conditioning systems, including compressors, pumps, meters, pneumatic and hydraulic controls, and piping, using hand tools and power tools, and following specifications and blueprints. Increases pressure in pipe system and observes connected pressure gauge to test system for leaks. May weld pipe supports to structural steel members. May observe production machines in assigned area of manufacturing facility to detect machinery malfunctions. May operate machinery to verify repair. May modify programs of automated machinery, such as robots and conveyors, to change motion and speed of machine, using teach pendant, control panel, or keyboard and display screen of robot controller and

programmable controller. May be designated Steam Fitter (construction) when installing piping systems that must withstand high pressure.

3.25 PIPEFITTERS (Excluding HVAC Pipe)

- A. Ratio: one (1) Journeyman to three (3) Apprentices.
- B. Lays out, assembles, installs, and maintains pipe systems, pipe supports, and related hydraulic and pneumatic equipment for steam, hot water, heating, cooling, lubricating, sprinkling, and industrial production and processing systems, applying knowledge of system operation, and following blueprints Selects type and size of pipe, and related materials and equipment, such as supports, hangers, and hydraulic cylinders, according to specifications. Inspects work site to determine presence of obstructions and to ascertain that holes cut for pipe shall not cause structural weakness. Plans installation or repair to avoid obstructions and to avoid interfering with activities of other workers. Cuts pipe, using saws, pipe cutter, hammer and chisel, butting torch and pipe cutting machine. Threads pipe, using pipe threading machine. Bends pipe, using pipe bending tools and pipe bending machine. Assembles and installs variety of metal and non-metal pipes, tubes, and fitting, including iron, steel, copper, and plastic. Connects pipe, using threaded, caulked, soldered, brazed, fused, or cemented joints, and hand tools. Installs and maintains hydraulic and pneumatic components of machines and equipments, such as pumps and cylinders, using hand tools. Installs and maintains refrigeration and air conditioning systems, including compressors, pumps, meters, pneumatic and hydraulic controls, and piping, using hand tools and power tools, and following specifications and blueprints. Increases pressure in pipe system and observes connected pressure gauge to test system for leaks.

3.26 PLASTERER

- A. Ratio: one (1) Journeyman to three (3) Tenders.
- B. Applies coats of plaster to interior walls, ceilings, and partitions of buildings, to produce finished surface, according to blueprints, architect's drawing, or oral instructions, using hand tools and portable power tools. Directs workers to mix plaster to desired consistency and to erect scaffolds. Spread plaster over lath or masonry base, using trowel, and smoothes plaster with Darby and float to attain uniform thickness. Applies scratch, brown, or finish coats of plaster to wood, metal, or board lath successively. Roughens undercoat with scratcher (wire to metal scraper) to provide bond for succeeding coats of plaster.

3.27 PLASTER TENDER (Plaster's Helper)

- A. Tends machine that pumps plaster or stucco through spray-gun for application to ceilings, walls, and partitions of buildings. Starts and stops machine on signals from plasterer (construction). Fills hopper of machine with plaster. Turns valves to regulate pump and compressor. Assists In erecting scaffolds.

3.28 PLUMBERS (excluding HVAC Pipe)

- A. Ratio: two (2) Journeymen to one (1) Apprentice.
- B. Assembles, installs, and repairs pipes, fittings, and fixtures of heating, water, and drainage systems, according to specifications and plumbing codes. Studies building plans and working drawings to determine work aids required and sequence of installations. Inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe. Locates and marks position of pipe and pipe connections and passage holes for pipes in walls and floors, using ruler, spirit level, and plumb bob. Cuts opening in walls and floors to accommodate pipe and pipe fittings, using hand tools and power tools. Cuts and threads pipe, using pipe cutters, cutting torch, and pipe-threading machine. Bends pipe to required angle by use of pipe-bending machine or by placing pipe over block and bending it by hand. Assembles and installs valves, pipe fittings, and pipes composed of metals, such as iron, steel, brass, and lead, and nonmetals, such as glass, vitrified clay, and plastic, using hand tools and power tools. Join pipes by use of screws, bolts, fittings, solder, plastic solvent, and caulks joints. Fills pipe system with water or air and reads pressure gauges to determine whether system is leaking. Installs and repairs plumbing fixtures, such as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers, and water softeners. Repairs and maintains plumbing by replacing washers in leaky faucets, mending burst pipes, and opening clogged drains.

3.29 ROOFER

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Covers roofs with roofing materials other than sheet metal, such as composition shingles or sheets, wood shingles, or asphalt and gravel, to waterproof roofs. Cuts roofing paper to size, using knife, and nails or staples it to roof in overlapping strips to form base for roofing materials. Installs gutters and down spouts. Aligns roofing material with edge of roof, and overlaps successive layers, gauging distance of overlap with chalk line, gauge on shingling hatchet, or by lines on shingles. Fastens composition shingles or sheets to roof with asphalt, cement, or nails.

Punches holes in slate, tile, terra cotta, or wooden shingles, using punch and hammer. Cuts strips of flashing and fits them into angles formed by walls, vents, and intersecting roof surfaces. When applying asphalt or tar and gravel to roof, mops or pours hot asphalt or tar onto roof base. Applies alternate layers of hot asphalt or tar and roofing paper until roof covering is as specified. Applies gravel or pebbles over top layer, using rake or stiff-bristled broom.

3.30 SHEET METAL WORKER

- A. Includes Setting HVAC System.
- B. Excludes HVAC Duct.
- C. Ratio: three (3) Journeymen to one (1) Apprentice.
- D. Fabricates, assembles, installs and repairs sheet metal products, including sheet metal roof (also see Roofer). Operates soldering and welding equipment to join together sheet metal parts. Seals seams and joints with sealant. Installs roof sheets, trims, flashing, gutters down spouts and other related items. Performs other related duties.

3.31 SHEET METAL WORKER (HVAC Duct Only)

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Assembles, installs, fabricates, and repairs sheet metal products, such as air handling equipment, control boxes, heating and air conditioning ducts, grease ducts and hoods, ventilators, grills and louvers, according to specifications and mechanical codes. Cuts openings in walls and floors to accommodate ducts and fittings; assembles and installs sheet metal ducts, fittings and hangers. Joins ducts and fittings; seals seams and joints with duct sealant. Fills duct systems with air or smoke and read gauges to determine if system is leaking. May install and repair air conditioning and heating equipment. Performs other related duties.

3.32 SPRINKLER FITTER – FIRE

- A. Ratio: one (1) Journeyman to one (1) Apprentice.
- B. Lays out, assembles, installs, and maintains pipe systems, pipe supports, and related hydraulic and pneumatic equipment for steam, hot water, heating, cooling, lubricating, sprinkling, and industrial production and processing systems, applying knowledge of system operation, and following blueprints. Selects type and size of pipe, and related materials and equipment, such as supports, hangers, and hydraulic cylinders, according to specifications. Inspects work site to

determine presence of obstructions and to ascertain that holes cut for pipe shall not cause structural weakness. Plans installation or repair to avoid obstructions and to avoid interfering with activities of other workers. Cuts pipe, using saws, pipe cutter, hammer and chisel, butting torch and pipe cutting machine. Threads pipe, using pipe threading machine. Bends pipe, using pipe bending tools and pipe bending machine. Assembles and installs variety of metal and non-metal pipes, tubes, and fitting, including iron, steel, copper, and plastic. Connects pipe, using threaded, caulked, soldered, brazed, fused, or cemented joints, and hand tools. Installs and maintains hydraulic and pneumatic components of machines and equipments, such as pumps and cylinders, using hand tools. Installs and maintains refrigeration and air conditioning systems, including compressors, pumps, meters, pneumatic and hydraulic controls, and piping, using hand tools and power tools, and following specifications and blueprints. Increases pressure in pipe system and observes connected pressure gauge to test system for leaks. May weld pipe supports to structural steel members. May observe production machines in assigned area of manufacturing facility to detect machinery malfunctions. May operate machinery to verify repair. May modify programs of automated machinery, such as robots and conveyers, to change motion and speed of machine, using teach pendant, control panel, or keyboard and display screen of robot controller and programmable controller.

3.33 TILE FINISHER

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Supplies and mixes construction materials for tile setter (construction), applies grout, and cleans installed tile. Moves tiles, tile setting tools, and work devices from storage area to installation site manually or using wheelbarrow. Mixes mortar and grout according to standard formulas and request from tile setter (construction), using bucket, water hose, spatula, and portable mixer. Supplies tile setter (construction) with mortar, using wheelbarrow and shovel. Applies grout between joints of installed tile, using grouting trowel. Removes excess grout from tile joints with wet sponge and scrapes corners and crevices with trowel. Wipes surface of tile after grout has set to remove grout residue and polish tile, using nonabrasive materials. Cleans installation site, mixing and storage areas, and installation machines, tools, and equipment, using water and various cleaning tools. Stores tile setting materials, machines, tools, and equipment. May apply caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment. May modify mixing, grouting, grinding, and cleaning procedures according to type of installation or material used. May assist tile setter (construction) to position and secure metal lath, wire mesh, or felt paper prior to

installation of tile. May cut marked tiles to size, using power saw or file cutter.

3.34 TILE SETTER

- A. Ratio: one (1) Journeyman to three (3) Helpers.
- B. Applies tile to walls, floors, ceilings, and promenade roof decks, following design specifications. Examines blueprints, measures and marks surfaces to be covered, and lays out work. Measures and cuts metal lath to size for walls and ceilings with tin snips. Tacks lath to wall and ceiling surfaces with staple gun or hammer. Spreads plaster base over lath with trowel and levels plaster to specified thickness, using screed. Spreads concrete on subfloor with trowel and levels it with screed. Spreads mastic or other adhesive base on roof deck, using serrated spreader to form base for promenade tile. Cuts and shapes tile with tile cutters and biters. Positions tile and taps it with trowel handle to affix tile to plaster or adhesive base.

3.35 TRUCK DRIVER

- A. Drives truck with capacity of more than three (3) tons, to transport materials to and from specified destinations. Drives truck to destination, applying knowledge of commercial driving regulations and area roads. Prepares receipts for load picked up. Collects payment for goods delivered and for delivery charges. May maintain truck log, according to state and federal regulations. May maintain telephone or radio contact with supervisor to receive delivery instructions. May load and unload truck. May inspect truck equipment and supplies, such as tires, lights, brakes, gas, oil, and water. May perform emergency roadside repairs, such as changing tires, installing light bulbs, tire chains, and spark plugs. May position blocks and tie rope around items to secure cargo during transit.

3.36 WELDERS

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

END OF DOCUMENT

DOCUMENT 00445

ALCOHOL AND DRUG FREE WORKPLACE

The following document is the Alcohol Policy for the City of Friendswood.

15.09 (I) ALCOHOL AND DRUG FREE WORKPLACE POLICY AND PROCEDURE

CITY OF FRIENDSWOOD ALCOHOL AND DRUG FREE WORKPLACE

I. POLICY STATEMENT

In order to effectuate an alcohol and drug free workplace, the following general policy statements are hereby adopted:

- A. Employees shall not be permitted to report to work while under the influence of alcohol or drugs, or to possess or transfer drugs or alcohol to any person while on duty. Provided however, this policy statement shall not be construed to apply to members of the City Police Department or Emergency Medical Technicians when their duties require the lawful possession of seized of alcohol or drugs, or the transport thereof.
- B. Employees who are reasonably suspected of being under the influence of alcohol or drugs shall be prohibited from engaging in further work, and shall be subject to immediate testing in accordance with the procedures herein established.
- C. In recognition of serious duties and responsibilities entrusted to employees of the City and that use of alcohol or drugs hinder one's ability to perform and fulfill such duties and responsibilities, these policies are adopted to establish guidelines for the detection and deterrence of alcohol and drug abuse.
- D. When applying the policies contained herein, Management should always focus on the ability of the employee to prosecute his work. Tests and procedures outlined herein are only intended as tools to assist Management, not as a replacement of Management's responsibilities over employees in the performance of their duties.

II. PURPOSE OF POLICIES

The purpose of the alcohol and drug free workplace policies contained herein is as follows:

- A. To promote and maintain a safe, healthy, and productive work environment for all city employees.
- B. To ensure the safe and efficient delivery of services to the citizens of the city.
- C. To eliminate the abusive use of alcohol, illegal drugs, prescription drugs, or any other substance which could impair an employee's ability to perform safely and effectively the functions of any given job; and
- D. To establish compliance by the city with any and all state and federal rules and regulations relating to the establishment and maintenance of an alcohol and drug free workplace.

III. DEFINITIONS

For the purpose of these policies the following words, terms, and phrases shall have the meanings ascribed thereto:

- A. **“Alcohol”** means any beverage that contains ethyl alcohol (ethanol), including but not limited to, beer, wine and distilled spirits.
- B. **“Biological Testing”** or **“chemical testing”** or **“drug testing”** means the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting alcohol or drugs.
- C. **“Chain of custody”** means procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen to collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time to collection to receipt by the laboratory and that upon receipt of the laboratory an appropriate chain of custody form(s) account for the sample or sample aliquot within the laboratory. Chain of custody forms shall, at minimum, include an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
- D. **“Collection site”** means a place where individuals present themselves for the purpose of providing body fluids or tissue samples to be analyzed for specified controlled substances. A collection site will have all necessary personnel, materials, equipment, facilities and supervision to provide for collection, security, temporary storage, and transportation or shipment of the samples to a laboratory.
- E. **“Collection site person”** means a person who instructs and assists individuals as a collection site and who receives and makes initial

examination of the specimens provided by those individuals. A collection site person shall have successfully completed training to carry out this function.

- F. **“Contract vendor”** means an independent testing or administrative agency engaged for the purpose of implementing one or more procedures in the collection or testing of employees for alcohol or drug use.
- G. **“City Premises”** or **“City Facilities”** means all property of the City including, but not limited to, buildings and surrounding areas on City-owned or leased vehicles and equipment wherever located. It also includes premises where the city performs contract services.
- H. **“Confirmatory test”** means a second analytical procedure to identify the presence in urine specimen of a specific drug or metabolite which is independent of initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmatory test method.
- I. **“Contraband”** means any article, the possession of which on City premises or while on City business,, causes as individual to be in violation of a City work rule. Contraband includes illegal drugs and alcohol beverages and drug paraphernalia.
- J. **“Controlled Substances”** means all substances listed in Schedule I through V of the Controlled Substances Abuse Act as those schedules may be revised from time to time.
- K. **“Drug”** means any substance that is a controlled substance.
- L. **“Employee”** means an employee, contractor, subcontractor, agent, officer, or representative of the City.
- M. **“Illegal Drug”** means any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not being used for the prescribed purpose; and over-the-counter drug being used at a dosage level different than recommended by the manufacturer or being used for a purpose other than intended by the manufacturer or being used for a purpose not in accordance with bona fide medical therapy. Examples of illegal drugs are Cannabis substance such as marijuana and hashish, cocaine, heroin, phencyclidine (PCP), and so –called designer drugs and look-alike drugs.
- N. **“Initial test”** or **“screening test”** or **“preliminary test”** means in the context of drug detection an immunoassay screen to eliminate negative uria specimens from further consideration. In the context of alcohol

detection, these terms mean an analysis of breath or saliva specimens for the purpose of eliminating negative specimens from further consideration.

- O. **“Legal drug”** means any prescribed drug or over-the-counter drug, which has been legally obtained and is being used for the purpose of which prescribed or manufactured.
- P. **“Medical practitioner”** means a licensed physician.
- Q. **“Under the Influence”** means any detectable trace or amount.

**CONTRACTOR’S CERTIFICATION FOR COMPLIANCE TO
THE CITY OF FRIENDSWOOD
ALCOHOL AND DRUG FREE WORKPLACE POLICIES**

This is to certify that the officers and operating management of [INSERT CONTRACTOR NAME] have read and acknowledge understanding of and agreement with the provisions of the City of Friendswood, Texas Alcohol and Drug Free Workplace policies, and the implementing procedures related thereto.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated [INSERT MONTH] [INSERT DATE], [INSERT YEAR] by and between the aforescribed and the City of Friendswood, Texas.

[INSERT CONTACT NAME]
[INSERT CONTACT TITLE]

Date

END OF DOCUMENT

DOCUMENT 00455

CONSTRUCTION STORM PREPARATION POLICY

PART I: GENERAL

- 1.1 The City of Friendswood has instituted a storm preparation policy to help protect citizens and property from damage due to loose construction materials driven by storm winds. Storms covered by this policy may be tropical disturbances, hurricanes, and systems of disturbed weather associated with weather front movements.
- 1.2 Storms from the Gulf of Mexico and systems of disturbed weather associated with fronts are preceded by a warning system from the National Weather Service that allows some time to prepare.

PART II: DEFINITIONS

2.1 WATCH

- A. A National Weather Service notice indicating that a particular hazard is possible, i.e., that conditions are more favorable than usual for its occurrence. A watch is a recommendation for planning, preparation, and increased awareness (i.e., to be alert for changing weather, listen for further information, and think about what to do if the danger materializes).

2.2 WARNING

- A. A notice issued by the National Weather Service local offices indicating that a particular weather hazard is either imminent or has been reported. A warning indicates the need to take action to protect life and property. The type of hazard is reflected in the type of warning (e.g., tornado warning, hurricane warning, etc.)

2.3 GALE AND STORM WARNINGS

- A. Gale warning may be issued when winds of 39-54 miles an hour (34-47 knots) are expected. Storm Warnings may be issued when winds of 55-73 miles an hour (48-63 knots) are expected. If a hurricane is expected to strike a costal area, gale or storm warnings will not usually precede hurricane warnings.

2.4 HURRICANE ADVISORY

- A. A notice issued by the National Hurricane Center, numbered consecutively for each storm, describing the present and forecasted position and intensity. Advisories are issued at six (6) hour intervals at midnight, 6 a.m., noon, and 6 p.m., Eastern Daylight Time. Bulletins provide additional information. Each message gives the name, eye position, and intensity and forecast movement of the storm.

2.5 HURRICANE WATCH

- A. An announcement added to a hurricane advisory that hurricane conditions pose a possible threat to a specified coastal area within thirty-six (36) hours. A watch is used to inform the public and marine interests of the storms location and intensity, and movement.

2.6 HURRICANE WARNING

- A. A warning added to a hurricane advisory that sustained winds of 74 mph (64 knots) or higher associated with a hurricane are expected in a specified coastal area within twenty-four (24) hours or less. A hurricane warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continue, even though winds may be less than hurricane force. A warning is issued to inform the public and marine interest of the storms location, intensity, and movement. The NHC chooses a distance of approximately 300 miles.

2.7 SEVERE THUNDERSTORM WATCH

- A. A notice that severe thunderstorms are possible in your area.

2.8 SEVERE THUNDERSTORM WARNING

- A. A notice that severe thunderstorms are occurring.

PART III: EXECUTION

3.1 PHASE 1 – ALERT/WATCH PHASE

- A. This phase shall go into affect with a call and Fax from the City of Friendswood to the Contractor. The Contractor’s superintendent on site shall also be informed and the Project Manager shall go over the steps that shall to be taken. This shall be initiated when The National Weather Service issues a watch or warning indicating a Gulf storm system or a severe weather front exists and poses a “potential” threat to the Friendswood area.

00455-2

B. The following actions shall be taken during an Alert/Watch Phase:

1. The Contractor shall immediately undertake cleanup operations at the job site.
2. Make preparations to remove all debris and trash from the site.
3. Stack and secure other materials that are subject to wind movement.
4. Make preparations to back-fill all excavations and secure all equipment.
5. Secure all facilities such as trailers, port-a-cans, tool sheds, etc.
6. Doors and windows are to be closed and locked.

3.2 Phase 2 – Threat / Warning Phase

A. When Friendswood is within the predicted impact area as in the path of a severe weather front, or in the path of a hurricane, additional preparation must be made. Phase Two (2) shall go into affect with a second (2nd) call from the City of Friendswood to the contractor.

B. The following action shall be taken during a Threat/Warning Phase:

1. The Contractor shall immediately suspend ALL building operations.
2. All materials shall be tied down to resist the reported National Weather Service probable winds. Always assume the worst-case wind.
3. Any materials that are not tied down shall be stored in heavy containers or carried off the job site.
4. If structures are partly finished, storm bracing shall be added to withstand the probable storm winds.
5. All windows are shall protected from flying debris and wind damage.
6. All equipment shall be stored or removed from the job site to a safe place.
7. Trailers, port-a-cans, and any other facilities shall be tied down.

8. All excavations shall be covered.
9. All incomplete work shall be stabilized.
10. Take necessary precautions against rising water – some sites may be in flood prone areas.

3.3 TRAFFIC CONTROL DEVICES

- A. All Traffic Control devices for the project shall be in place and in good condition. Traffic Control Devices are **NOT** to be secured or extra weight added to hold them in place. Traffic Control Devices are to remain as originally placed and within the guidelines of the TMUTCD.
- B. All Traffic Control signage shall be cleaned for visibility, and if not up to current TMUTCD standards shall be replaced.

3.4 NOTIFICATION CONTACTS

- A. Each Contractor shall provide and maintain a contact name and two Alternates with day and night telephone numbers to The City of Friendswood for these emergency notifications.

This is to certify that the officers and operating management of [INSERT CONTRACTOR NAME] have read and acknowledge understanding of and agreement with the provisions of the City of Friendswood, Storm Policy, and the implementing procedures related thereto. The emergency contacts listed below have been given copies of this policy and instructed in the procedures contained herein.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated [INSERT MONTH] [INSERT DATE], [INSERT YEAR] by and between the aforescribed and the City of Friendswood, Texas.

Signature

Print Name

Company Name

COMPANY CONTACTS:

Contact #1 Name

Contact #2 Name

Daytime Phone Number

Daytime Phone Number

Nighttime Phone Number

Nighttime Phone Number

Contact #3 Name

Daytime Phone Number

Nighttime Phone Number

CITY OF FRIENDSWOOD CONTACTS:

Contact #1 Name

[INSERT DIRECTOR NAME]
Director of [INSERT DEPARTMENT]
(281) 996-[INSERT EXTENSION]
Daytime Phone Number

Contact #2 Name

[INSERT SUPERVISOR NAME]
[INSERT TITLE]
(281) 996-[INSERT EXTENSION]
Daytime Phone Number

Contact #3 Name

[INSERT YOUR NAME]
[INSERT YOUR TITLE]
(281) 996-[INSERT YOUR EXTENSION]

Any nighttime contact will be made via Police Department Dispatch at (281) 996-3300.

END OF DOCUMENT

DOCUMENT 00460

**HAZARDOUS COMMUNICATIONS PROGRAM
REQUIREMENT AGREEMENT
For Contractors Performing Work Under Contract**

PART I: GENERAL

Whereas, the City of Friendswood desires to comply with the Texas Hazard Communications Act of the Health and Safety Code, provide and maintain a safe and healthy work environment for its employees, citizens and contractors and to provide for the free access to and communication of information pertaining to the use and storage of materials in the workplace; and

Whereas, the City of Friendswood wants to ensure that its contractors do the same.

Accordingly, the City of Friendswood's Hazard Communications Program maintains a list of all materials stored or used within its sites and facilities. Additionally, the City maintains and updates its inventories of MSDS on a routine basis so as to provide its employees, citizens and contractors with the most accurate and up-to-date information pertaining to materials that an employee or contractor might come into contact with during the course of normal operations.

The City acknowledges its obligations under these States and federal laws to make any and all such information available to the contractor, his employees, vendors and sub-contractors for sites or facilities within which its contractors, their employees, vendors and sub-contractors are engaged in work.

It is hereby understood and agreed that [INSERT CONTRACTOR NAME], performing the work of the contract for [INSERT PROJECT NAME], shall provide and maintain, within the limits of all applicable laws, a satisfactory job-site Hazard Communications program including, but not limited to, an Employer Right to Know information center, which shall have a Hazard Communication Information Binder for all chemicals, materials and substances that are required for, used, stored, or incorporated into the work of the contract and a Workplace chemical list.

The Contractor shall retain all legal responsibility for providing and maintaining this center and providing accurate and an up-to-date list of all such materials chemicals and substances and the appropriate Material Safety Data Sheets (MSDS) throughout the duration of the contract or as long as the Contractor's forces, materials, substances or chemicals remain or continue to be stored on site.

The Contractor further agrees to notify the City's representative in advance if any of the work requires the use of or storage of any "hazardous chemical."

The terms and conditions of this agreement shall remain a part of the Contract and in force whether attached to the Contract or not.

PART II: DEFINITIONS

2.1 "Contractor"

- A. Any entity legally contracted with the City of Friendswood for the purpose of providing services or goods of any nature in exchange for monetary consideration.

2.2 "Duration of Contract"

- A. The agreed contract time as defined and amended by the terms of the agreement.

2.3 "Employee vendor and sub-contractor"

- A. Means a person or group who may be or may have been exposed to hazardous chemicals in the person's workplace under normal operating conditions or foreseeable emergencies, and includes a person working for this state, a person working for a political subdivision of this state, or a member of a volunteer emergency service organization

2.4 "Hazardous chemical" or "chemical"

- A. Means an element, compound, or mixture of elements or compounds that is a physical hazard or health hazard as defined by the OSHA standard in 29 CFR Section 1910.1200(c), or a hazardous substance as defined by the OSHA standard in 29 CFR Section 1910.1200(d)(3), or by OSHA's written interpretations. A hazard determination may be made by employers who choose not to rely on the evaluations made by their suppliers if there are relevant qualitative or quantitative differences. A hazard determination shall involve the best professional judgment.

2.5 "Material Safety Data Sheet" ("MSDS")

- A. Means a document containing chemical hazard and safe handling information that is prepared in accordance with the requirements of the OSHA standard for that document.

2.6 "Workplace chemical list"

- A. Means a list of hazardous chemicals developed under Section 502.005(a) of the Texas Health and Safety Code.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated [INSERT MONTH] [INSERT DATE], [INSERT YEAR] by and between the aforescribed and the City of Friendswood, Texas.

[INSERT CONTACT NAME]
[INSERT CONTACT TITLE]

Date

END OF DOCUMENT

DOCUMENT 00465

**CITY OF FRIENDSWOOD
HOMELAND SECURITY ISSUES
FOR
CITY'S CONTRACTORS**

On October 8, 2001 the President of the United States established the Department of Homeland Security. The Department of Homeland Security implemented the National Strategy for Homeland Security on October 8, 2002. Providing Homeland Security for potable water systems is a federally mandated requirement for Owner/Operators of public water systems as evidenced in Homeland Security Presidential Directive HSPD-7 on December 17, 2003. The City of Friendswood has accepted this responsibility to protect the potable water system that serves its customers.

The responsibility to maintain a secure site falls upon the Contractors working at or on water system improvements. Unfortunately this responsibility has not always been accepted and maintained by the City's Contractors.

The City is very serious about its responsibilities to protect the potable water system. Contractors that do not maintain secure sites, per instructions from the City, shall be subject to financial and civil legal action provided by the Contract and the Judicial System. Contractors that repeatedly fail to maintain a secure site may be locked out of the site until they comply with all the requirements of securing the site.

The City has the right to have security provisions implemented and to deduct said cost from the Contract as a last resort.

For the purpose of this document the meaning of secure is as follows: Reducing the vulnerability of critical infrastructure or key resources in order to deter, mitigate or neutralize terrorist attacks.

At a minimum the contractor shall enclose such areas with a fence and padlock so that access to such areas is not easily accomplished.

This certification confirms our obligation to comply with the above-named policies and we further acknowledge and agree that our failure to comply with the provisions thereof shall constitute a material breach of that certain Contract dated [INSERT MONTH] [INSERTDATE], [INSERTYEAR] by and between the aforescribed and the City of Friendswood, Texas.

[CONTRACTOR CONTACT NAME]
[INSERT CONTACT TITLE]

Date

END OF DOCUMENT

DOCUMENT 00470

PERFORMANCE BOND

THAT WE, [INSERT CONTRACTOR NAME], as Principal, hereinafter called Contractor, and the other subscriber hereto, [INSERT SURETY NAME], as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of [INSERT WRITTEN DOLLAR AMOUNT] dollars and [INSERT WRITTEN CENTS AMOUNT] cents (\$[INSERT AMOUNT IN #'S]), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Friendswood for [INSERT PROJECT NAME], all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract and this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses, and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound until date of final completion as shall be expressed and set out in the terms and conditions of the Contract, and suit on said bond may be brought up until the first anniversary of the date of said final completion, or abandonment or termination of the public work contract as is provided for in Chapter 2253.078(a), Texas Government Code, as may be amended.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever securing compliance on the part of the Contractor with the terms of the Contract, and Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work,

00470-1

which is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by the Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any changes in the Contract Documents and in the Work to be done there under, as provided in the Contract and in the terms and conditions thereof, or to make any extension of time, any change in, addition to, or deduction from the Work to be done thereunder, and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will full indemnify, defend, and save harmless the City from any liability, loss, cost, expense, or damage arising out of the Contractor's performance of the Contract.

If the City gives the Surety notice of the Contractor's default, Surety shall, within forty-five (45) days take one (1) of the following actions:

1. Arrange for the Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume the completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce and remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract Documents or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

ATTEST SEAL:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

WITNESS:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

WITNESS:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

ATTEST SEAL:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

WITNESS:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

WITNESS:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

DOCUMENT 00475

PAYMENT BOND

THAT WE, [INSERT CONTRACTOR NAME], as Principal, hereinafter called Contractor, and the other subscriber hereto, [INSERT SURETY NAME], as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Friendswood, a municipal corporation, in the sum of [INSERT WRITTEN DOLLAR AMOUNT] dollars and [INSERT WRITTEN CENTS AMOUNT] cents (\$[INSERT AMOUNT IN #'S]), for the payment of which sum well and truly to be made to the City of Friendswood and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Friendswood for [INSERT PROJECT NAME], all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void and shall no further force and affect; otherwise the same is to remain in full force and effect;

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract Documents or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

ATTEST SEAL:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST SEAL:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

WITNESS:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

WITNESS:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

ATTEST SEAL:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

WITNESS:

[INSERT CONTRACTOR NAME]

Name of Contractor

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

WITNESS:

[INSERT SURETY NAME]

Full Name of Surety

[INSERT SURETY ADDRESS]

Address of Surety for Notice

[INSERT CITY, STATE, ZIP]

City, State and Zip Code of Surety for Notice

[INSERT SURETY TEL #]

Telephone Number of Surety

Signature

Name: [INSERT NAME]

Title: [INSERT TITLE]

Date: _____

Signature

Name: [INSERT NAME]

Title: Attorney-in-Fact

Date: _____

END OF DOCUMENT

SECTION 00500B

GENERAL CONDITIONS

1. THE AGREEMENT AND THE CONTRACT DOCUMENTS

The Drawings, Technical Specifications and Addenda, enumerated in the Agreement, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. DEFINITIONS

The following terms, as used in this Contract, are respectively defined as the following:

- A. "ADDENDA": Written or graphic instrument issued prior to Bid opening, which clarifies, modifies, corrects, or changes the Bid Documents.
- B. "ALTERNATE": The total amount bid for additions to the Work, as described in Section 01110 - Summary of Work. Each Alternate includes cost of effects on adjacent or related components, and Bidder's overhead and profit.
- C. "APPARENT LOW BIDDER": The bidder at the time of the bid opening who has the lowest documented bid before tabulation of the Bid Form.
- D. "BID": A complete and properly signed offer or proposal on Document 00300B – Unit Price Form or Document 00305B – Total Stipulated Price Form, setting forth price for the Work that shall be performed.
- E. "BID DATE": The date and time set for receipt of Bids as stated in Documents 00110B – Invitation to Bidders and 00115B – Instructions to Bidders, or as modified by Addenda.
- F. "BID DOCUMENTS": The Project Manual, the Drawings, and Addenda.
- G. "BIDDER": The person or firm who submits a Bid to the City.
- H. "CHANGE ORDER": A document which is signed by the Contractor and the City which authorizes an addition, deletion, or revision to the Work or an adjustment of the Contract Price or the Contract Time.
- I. "CITY": The City of Friendswood, Texas.

- J. "CODE": The City of Friendswood Code of Ordinances (CFCO).
- K. "CONSTRUCTABILITY REVIEW": A review and analysis by a Construction Professional of the Contract Documents and Drawings to report any errors, omissions, or inconsistencies that would prevent the project from being constructed according to the Contract Documents and Drawings.
- L. "CONTRACT DOCUMENTS": Those documents so designated Article IX of Document 00400 – Standard Agreement for Contracting Services.
- M. "CONTRACT PRICE": The monies payable by the City to the Contractor for Final Completion of the Work in accordance with the Contract Documents and as stated in Article V of Document 00400 – Standard Agreement For Contracting.
- N. "CONTRACT TIME": The number of Working Days to achieve Substantial and/or Final Completion as stated in Article III of Document 00400 – Standard Agreement For Contracting Services.
- O. "CONTRACTOR": A person, firm, or corporation with whom the Contract is made with the City.
- P. "DESIGN PROFESSIONAL": The individual or entity, either Engineer or Architect, with whom the City contracted for design and construction of the Work and named as such in Article II of Document 00400 – Standard Agreement For Contracting Services.
- Q. "DRAWINGS": The part of the Contract Documents prepared and/or approved and sealed by the Engineer which graphically shows the scope, extent, and character of the Work to be performed.
- R. "FINAL COMPLETION": The time at which all punch list items, start up procedures and other Closeout functions have been completed by the Contractor and verified by the Project Manager and recommends Final Acceptance of the Work to the City Council, and to release the Final Payment to the Contractor.
- S. "LOW BIDDER": The Bidder that submits a Bid with lowest Total Bid Price and has been verified by Bid Tabulation.
- T. "PROJECT MANAGER": The person designated by the City to represent the City during bidding, post-bid, and construction periods.
- U. "PROJECT MANUAL": A volume assembled for the Work that includes the bidding requirements, sample forms, the Conditions of the Contract, and the Technical Specifications.

- V. "SECURITY DEPOSIT": A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the Total Bid Price.
- W. "SUBCONTRACTOR": A person, firm or corporation supplying labor and materials or only labor for the Work, and under a separate Contract Agreement with the Contractor.
- X. "SUBSTANTIAL COMPLETION": The time as specified in Paragraph 3.1 of Document 00400 – Standard Agreement For Contracting Service, at which time the Work has progressed to a point whereas the Work is sufficiently complete so that the Work, at the City's discretion, can be utilized and/or occupied.
- Y. "SUCCESSFUL BIDDER": The lowest responsible bidder to whom the City awards the Contract.
- Z. "SUPPLEMENTAL CONDITIONS": The part of the Contract Documents which amends or supplements the General Conditions.
- AA. "TECHNICAL SPECIFICATIONS": The City of Friendswood Technical Specifications (CFTS) and all other Specifications added to the Project Manual by the Design Professional for necessary completion of the Work.
- AB. "TOTAL BID PRICE": The total amount bid for performing the Work as identified by Bidder and including any and all alternates and allowances.
- AC. "WORK": The entire construction required to be provided under the Contract Documents which includes, but is not limited to, performing or providing labor, services, documentation and the furnishing, installation and incorporation of materials and equipment as required by the Contract Documents.
- AD. "WORKING DAY": Any calendar day from Monday through Friday, excluding City Holidays, in which four (4) or more consecutive hours of work on the Critical Path can be performed between the hours of seven (7) A.M. and eight (8) P.M. inclusive.
3. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Contract, or if the Contract shall violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished Documents, data, studies, surveys, drawings, maps, models,

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photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the virtue of any breach of the Contract by the Contractor, and the City shall withhold any payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

City also has the right to breach the Contract by anticipated repudiation if the rate of progress of the Work is so behind that the Contractor cannot finish on time.

4. PERSONNEL

- A. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the Work under the Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All work required hereunder shall be performed by the Contractor or under his supervision and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the Work covered by this Contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

5. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the City shall require, shall furnish the City such periodic reports as it may request pertaining to the Work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

6. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal.

These records shall be made available for audit purposes to the City or any authorized representative, and shall be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the

City.

7. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

8. COPYRIGHT

No report, maps, or other Documents produced in whole in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.

9. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations, and codes of federal, state, and local governments relating to performance of the Work herein, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities. The Contractor shall also comply with Document 00455 – Construction Storm Preparation Policy.

Failure of the Contractor to comply with all federal, state, and local applicable laws, ordinances, rules, order, regulations and codes, whether though lack of knowledge or negligence, does not relieve the Contractor to bring the Work into compliance at no additional cost to the City.

10. INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City, and no other officer, employee or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

12. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

13. INCORPORATION OF PROVISIONS REQUIRED BY LAW

Each provision and clause required by law to be inserted into the Contract shall be deemed to be enhanced herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Contract shall be amended to make such insertion on application by either party.

14. CERTIFICATES AND PERMITS

Except for required permits issued by the City, which shall be issued at no cost to the Contractor, the Contractor shall secure, at their own expense, from other public authorities all necessary certificates, licenses, approvals and permits required in connection with the Work of this Contract or any part thereof, and shall give all notices required by law, ordinance or regulation. It is the duty of the Contractor to know and find out what permits are needed. The Contractor shall pay all fees and charges incident to the due and lawful prosecution of the Work of this Contract, and any extra work performed by the Contractor.

15. GUARANTEE OF WORK

- A. Neither the Notice of Final Completion, the Final Payment nor any other provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor guarantees and warrants that all materials and equipment which are to become part of the Work shall be new unless otherwise specified and that all work shall be of good quality and free from faults and defects and in accordance with the Contract Documents and of any inspections, tests or approvals required by the Contract Documents, law, ordinance, rules, regulations or orders of any public authority having jurisdiction. The City shall give notice of observed defects within reasonable promptness.
- B. Neither observations by the City's Design Professional nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from their obligations to perform the Work in accordance with the requirements of the Contract.

- C. The provisions of this paragraph shall be cumulative of and not in limitation of the responsibility of the Contractor for defects in the Work or materials or damages resulting therefrom as otherwise provided by the law of the State of Texas or this Contract, including, without limitation, the implied warranty of fitness of the Work and the implied obligation to perform the Work in a good and workmanlike manner.

16. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor shall be furnished additional instructions and detail drawings as necessary to carry out the Work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and shall be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions. The Contractor and the City's Design Professional shall jointly (a) a schedule, fixing the dates at which special drawings will be required, such drawings, if any, to be furnished by the City's Design Professional in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the Work; each schedule to be subject to change from time to time in accordance with the progress of the Work.

17. SHOP OR SETTING DRAWINGS

The Contractor shall submit promptly to the City's Design Professional two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the City's Design Professional and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the City's Design Professional with two (2) corrected copies. Regardless of corrections made in or approval given to such drawings by the City's Design Professional, the Contractor shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Drawings and Technical Specifications, unless the Contractor notifies the City's Design Professional in writing of any deviations at the time such drawings are furnished.

18. MATERIALS, SERVICES, AND FACILITIES

- A. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendents, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

- B. Any work necessary to be performed after regular working hours on Saturdays, Sundays or legal City Holidays shall be performed without any additional expense to the City. Such work shall only be performed after written notice is given to and approval given by the City. Notice shall be a minimum of forty-eight (48) hours previous to the commencement of such work and only within the specifications specified in Section 01140 – Work Restrictions.

19. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor 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 that they have good title to all materials and supplies used by the Contractor in the Work, free from all liens, claims, or encumbrances.

20. INSPECTION AND TESTING OF MATERIALS

- A. All materials and equipment used or any infrastructure produced in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City shall pay for all first (1st) laboratory inspection services directly and not as a part of the Contract. Should any materials, equipment or infrastructure fail the first (1st) test, the Contractor shall pay for all subsequent testing to show that items meet the specifications of the Contract.
- B. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with the Technical Specifications and suitability for uses intended.

21. "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Drawings or in the Technical Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which shall perform adequately the duties imposed by the general design shall be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the City's Design Professional, of equal substance and function. It shall not be purchased or installed by the Contractor without the City's Design Professional's and the City's written approval.

The "or equal" clause shall only pertain to materials, articles or equipment specified or identified as such. Material, articles, or equipment not listed as such shall not be substituted.

22. PATENTS

- A. The Contractor shall indemnify, defend, and hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.
- B. License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the City for a project shall be reasonable and paid to the holder of the patent or their authorized licensee, direct by the City and not by or through the Contractor.
- C. If the Contractor uses any design, device, or materials covered by letters of patent or copyright, he shall provide for each use by suitable agreement with the City of such patented or copyrighted design, device, or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work. The Contractor and/or his Sureties shall indemnify, defend and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

23. SURVEYS

Unless otherwise expressly provided for in the Technical Specifications, the City shall furnish the Contractor all surveys necessary for the execution of the Work.

At the beginning of the project the City shall have a surveyor set vertical and horizontal control points. All other surveying for construction and progression of the Work shall be the Contractors responsibility and incidental to the Contract.

24. CONTRACTORS OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and any said Technical Specifications and in accordance with the Drawings covered by this Contract and any and all supplemental drawings and specifications, and in accordance with the

directions of the City's Design Professional as given from time to time during the progress of the Work. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and Technical Specifications, and shall do, carry on and complete the entire work to the satisfaction of the City and the City's Design Professional.

25. INSURANCE

The Contractor shall not commence and work under this Contract until all insurance required herein has been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on this Subcontract until the insurance required of the Subcontractor has been so obtained and approved (See Document 00115B – Instructions to Bidders, Part XVIII).

All insurance shall be written by an insurer licensed to conduct business in the State of Texas.

**26. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS,
AND ACCIDENT PREVENTION**

A. Lead Based Paint Hazards:

(Applicable to Contracts for construction or rehabilitation of residential structures.)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under subpart B of said regulations. The City shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives:

When use of explosives is necessary for the prosecution of the Work, the Contractor shall observe all local, state, and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property and all underground structures and utilities.

The Contractor shall notify all owners of public utility property of the intention to use explosives at least forty-eight (48) hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the

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City does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

The Contractor shall subcontract to a company or firm that is licensed by state and federal entities for the purchase, transport, and use of such explosives. Subcontractor shall have a minimum of ten (10) years experience and shall be subject to the approval and verification of the City.

C. Danger Signals and Safety Devices (Modify as Required):

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in condition sufficient of red or warning lights at night, suitable barricades and other devices and signage necessary to protect the public. In case the Contractor fails or neglects to take such precautions or maintain same, the City shall have such lights, barricades, devices and/or signage installed and charge the cost of this work to the Contractor. Such action by the City does not relieve the Contractor of any liability incurred under these Technical Specifications or Contract. All such Signals or devices shall comply with the latest edition of The Texas Manual on Uniform Traffic Control Devices (TMUTCD).

27. SUSPENSION OF WORK

Should the City be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time completion of the Work shall be extended to such reasonable time as the City shall determine will compensate for time lost by such delay with such determination to be set forth in writing.

28. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of the Contractor's employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as Construction Safety Act as pertains to health and safety standards; 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 on the Work under this Contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of the project, appliance, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

29. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE CITY

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the City, provided the City:

- A. Secures written consent of the Contractor except in the event, in the opinion of the City or the City's Design Professional, the Contractor is chargeable with unwarranted delay in completing the Contract requirements;
- B. Secures consent of Surety;
- C. Secures endorsement from insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction; or,
- D. When the project consists of more than one (1) building and one (1) of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit from the insurance construction.

Use and occupancy shall not be allowed without the approval of the City's Design Professional, the Director of Community Development, and the City Manager. All conditions and terms for occupancy prior to acceptance shall be written and agreed to by the Contractor and the City.

30. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at the Contractor's expense:

- A. To take every precaution against injuries to persons or damage to property;
- B. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of the Work or any other Contractor or Subcontractors work;
- C. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work;
- D. To clean up frequently all refuse, rubbish, scrap materials and debris caused by construction operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
- E. Before Final Payment to the Contractor, removal of all surplus material not to be kept and stored, false work temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from the Contractor's operations, and to put the site in a neat, orderly condition.
- F. To effect all cutting, fitting or patching of the Contractor's work required to make the same to conform to the Drawings and Technical Specifications

and, except with the consent of the City and the City's Design Professional, not to cut or otherwise alter the Work of any other Contractor.

31. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of the Work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right shall be reserved, except herein otherwise specifically limited, to increase or diminish them as deemed reasonably necessary or desirable by the City to complete the Work contemplated by the Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

All quantities shall be based on exact or near exact usage of items actually installed and incorporated into the Work.

32. LAND AND RIGHTS-OF-WAY

Prior to the start of construction, the City shall obtain all lands and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract.

33. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the City relative to any part of this Contract shall be in writing and considered delivered and service thereof completed when said notice is posted, certified or registered mail, to the said Contractor at the last given address or delivered in person to the said Contractor or duly authorized representative on the Work.

34. SEPARATE CONTRACT

The Contractor shall coordinate operations with those of other Contractors. Cooperation shall be required in the arrangement for the storage of materials and in detailed execution of the Work. The Contractor, including the Subcontractors, shall keep informed of the progress and detail work of other Contractors and shall notify the City's Design Professional immediately of lack of progress or defective workmanship on the part of other Contractors.

Failure of a Contractor to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the Work as being satisfactory for proper coordination with the Contractors own work.

35. SUBCONTRACTING

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval of the City, which approval shall not be given until the Contractor submits to the City a written statement, Document 00710 – List of Proposed Subcontractors and Suppliers, concerning the proposed award to the Subcontractor, which statement shall contain information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts or omissions of Subcontractors performing work under the Contractor's supervision, and of persons directly or indirectly employed by said Subcontractor, as the Contractor is for acts and omissions for persons directly employed by the Contractor.
- D. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work to bind Subcontractors to the Contractor by terms of the General Conditions and Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any Subcontractor that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

36. THE CITY'S DESIGN PROFESSIONAL AUTHORITY

The City's Design Professional shall convey all orders and directions contemplated under this Contract and Technical Specifications, relative to the execution of the Work. The City's Design Professional shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which shall be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The City's Design Professional's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said Contract or Technical Specifications, the determination or decision of the City's Design Professional shall be condition precedent to right of the Contractor to receive any monies or payment for work under this Contract affected in any manner or to any extent by such question.

37. MEANING AND INTENT

The City's Design Professional shall decide the meaning and intent of any portion

of the Technical Specifications and of any Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor, under this Contract and other Contractors, performing work for the City, shall be adjusted and determined by the City's Design Professional.

38. CONTRACT SECURITY

If the Contract amount exceeds Twenty-Five Thousand Dollars (\$25,000), a Payment Bond shall be furnished, and if the Contract amount exceeds One Hundred Thousand Dollars (\$100,000) a Performance Bond also shall be furnished, on prescribed forms in the amount of one hundred percent (100%) of the Contract amount as prescribed by the state, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract and as security for faithful performance of this Contract.

39. ADDITIONAL OR SUBSTITUTE BOND

If at any time the City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall, within five (5) working days after notice from the City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such Surety or Sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the City.

For Final Acceptance, the Contractor shall supply a One-year Maintenance Bond dated the date of Council Acceptance, and effective for One-year, in the total amount of the Contract.

40. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the Contractor assigns all or part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work called for this Contract.

41. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, and other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor agrees

to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor shall so settle. If such other Contractor or Subcontractor assert any claim against the City on account of damage alleged to have been sustained, the City shall notify the Contractor, who shall indemnify and hold harmless the City against any such claim.

42. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the Final Payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractors Sureties from any obligations under this Contract or the Performance, Payment or Maintenance Bonds.

43. PAYMENTS BY THE CONTRACTOR

The Contractor shall pay the following:

- A. For all transportation and utility services no later than the twentieth (20th) day of the calendar month following that tin which the services are rendered;
- B. For all materials, tools, and other expendable equipment to extent of ninety percent (90%) cost thereof, no later than the twentieth (20th) day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, no later than the thirtieth (30th) day following the completion of that part of the Work in or on which such materials, tools and equipment are incorporated or used; and
- C. To each of the Subcontractors under contract to the Contractor, no later than the fifth (5th) day following each payment to the Contractor, the respective amounts allowed the Contractor on account of work performed by said Subcontractors to the extent of each Subcontractors interest therein.

44. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the Contract, and before the first progress payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in form satisfactory to the City, showing 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 shall become due the Contractor in accordance with the project schedule. The Contractor shall also furnish on forms to be supplied by the City:

- A. A detailed estimate giving complete breakdown of the Contract Price and;

- B. Periodic itemized estimates of work done for the purpose of making progress payments thereon. The costs employed in making up any of these schedules shall be used only for determining the basis of progress payments and shall not be considered as fixing basis for additions to or deductions from the Contract Price.

45. PAYMENTS TO THE CONTRACTOR

- A. Not later than the twentieth (20th) day of each calendar month, the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure proper performance of the Contract, the City shall retain ten percent (10%) [five percent (5%) if the total Contract Price exceeds Five Hundred Thousand Dollars (\$500,000)] of the amount of each estimate until Final Completion and acceptance of all work covered by this Contract; provided that the Contractor shall submit the estimate no later than the fifth (5th) day of the calendar month. Provided further, that on completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- B. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
 - 1) Materials shall only be taken into consideration with validation by invoice, or other document showing the materials are paid, and if allowed only in the amount invoiced.
- C. All material and work covered by progress payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the City to require the fulfillment of all of the terms of the Contract.
- D. The City's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that they will indemnify, defend and save the City harmless from all claims growing out of lawful demands of Subcontractors, labors, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, the City shall, after having served written notice on the said Contractor, the City shall either:

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- 1) Withhold from said Contractors unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or the Contractors Surety; or
 - 2) Pay unpaid bills direct on which the City has given written notice. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City and the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith. This provision shall not be construed to give rise to any third party beneficiary rights in claimants.
 - 3) If in the opinion of the City the Contractor cannot in due diligence make payment to Subcontractors, suppliers or other debt incurred as a result of the Work or the non-payment is a recurring problem, the City shall immediately notify the Contractors Surety and make claim on the Payment Bond.
- E. Monies in dispute, either due to non-payment as specified above, if more monies withheld from the Contractor than can be justified, and payment to the Contractor has passed beyond one (1) progress payment, the Contractor shall be due interest on the unjustified part of the amount withheld. If the Contractor fails to pay Subcontractors, suppliers or other debt past one (1) progress payment, subcontractors, supplies, or other debt shall be entitled to interest payments on monies owed from the Contractor.

Payments due and unpaid under Contract Documents shall bear interest from the date payment is due at such rate as the legal rate prevailing at the time at the place where project is located.

46. CORRECTION OF WORK

All work, all materials, whether incorporated in the Work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to inspection of the City's Design Professional who shall be the final judge of the quality and suitability of the Work, materials, processes for manufacture and methods of construction for the purposes for which they are used. Should they fail to meet the City's Design Professional's approval, they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at the Contractors expense. If, in the opinion of the City's Design Professional, it is undesirable to replace any defective or damaged materials or to

reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City and the City's Design Professional is determined to be equitable.

If the Contractor cannot or will not remedy the Work that the Contractor has been notified is defective, the City shall give written notice for the Contractor to bring such defective work into compliance with the Contract Documents in a reasonable number of days. If the Contractor fails to take corrective action, then the City shall have the defective work corrected and deduct the cost from the Contract.

47. SUBSURFACE CONDITIONS

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Technical Specifications, the Contractor shall immediately give notice to the Project Manager and the City's Design Professional of such conditions before they are disturbed. The City's Design Professional shall thereupon promptly investigate the conditions and, if the City's Design Professional finds that they materially differ from those shown on the Drawings or indicated in the Technical Specifications, the City's Design Professional shall at once make such changes in the Drawings and/or Technical Specifications as shall be necessary. Any increase or decrease of the cost resulting from such changes shall be adjusted in the manner provided in Paragraph 49 of the General Conditions.

48. CLAIMS FOR EXTRA COST

No claim for extra work or cost shall be allowed unless the same was done pursuant to a written order of the City's Design Professional and approved by the City, as aforesaid, and the claim presented with the first (1st) estimate after the changed or extra work is done. When work is performed under the terms of Paragraph 49.C of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, shall give the City access to accounts relating hereto.

49. CHANGES IN WORK

No changes in the Work covered by the approved Contract Documents shall be made without having prior written approval of the City. Any work undertaken by the Contractor that changes work covered by the approved Contract Documents shall be at the Contractor's own risk and no claim shall be made against the City if said work is not approved for change.

- A. Unit Bid Prices previously approved by the Contract Documents.
- B. An agreed Lump Sum.

- C. Time and material, in which the actual cost shall be:
- 1) Labor, including foreman;
 - 2) Materials entering permanently into the Work;
 - 3) Ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age unemployment contributions.

To the cost under subparagraph C of Paragraph 49 there shall be added a fixed fee to set at ten percent (10%) of the extra work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

50. EXTRAS

Without invalidating the Contract, the City may, to the extent allowed by law, order extra work or make changes by altering, adding to or deducting from the Work, the Contract sum being adjusted accordingly, and consent of the Surety being first (1st) obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated in the proposal and no claims for any extra work or materials shall be allowed unless the work ordered in writing by the City or the City's Design Professional and approved by the City, acting officially for the City, and the price stated in such order.

51. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time of completion as specified in the Contract of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date specified in Document 00725B – Notice To Proceed.
- B. The Contractor agrees that said Work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and industrial conditions prevailing in this locality. City reserves the right to terminate this agreement,

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and breach by repudiation, without penalty, if the rate of progress is so behind schedule that full completion thereof cannot reasonably be accomplished within the time specified.

- C. If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the City, the Contractor does hereby agree, as a part consideration for awarding of this Contract, to pay to the City the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every consecutive working day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.
- D. The said amount stated in Document 00400 – Standard Agreement For Contracting Services is fixed and agreed upon by and between the Contractor and City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.
- E. It is further agreed that time is of the essence of each and every portion of this Contract and of the Technical Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such an extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with any liquidated damages or any excess cost when the City determines that any part of the liquidated damages was not the fault of the Contractor and the City determines that the request for extension by the Contractor is justified and due to:
 - 1) Any preference, priority, or allocation duly issued by the government;
 - 2) The following unforeseeable causes namely acts of the public enemy, unjustified acts of the City, acts of another Contractor in performance of a Contract with the City, fires, floods, earthquakes, hurricanes, tornadoes, epidemics and any other acts of nature, quarantine restrictions, strikes, freight embargos; and rainy days claimed by the Contractor; however rainy days shall be considered only if the Contractor notifies the City on the day the Contractor claims he cannot work because of rainy weather that day. Rainy day must be as is specified in Paragraph 51.E.3 below. Failure to report the rainy day and to claim said rainy day on Document 00975 – Time Request shall eliminate any claim for time extension because of rain or inclement weather on that day.

- 3) Rainy day shall be described as when a minimum of sixty percent (60%) of the Contractors workforce cannot work for four (4) or more consecutive hours on critical path activities and providing that the Contractor has complied with the conditions under Paragraph 51.E.2.
 - 4) Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subparagraphs one (1) and two (2) of this Paragraph.
- F. Provided, further, that the Contractor shall, within ten (10) days from beginning of such delay, unless the City shall grant a further period of time prior to the date of final completion of the Contract, notify the City, in writing, of the causes of delay, who shall ascertain the facts and extent of delay and notify the Contractor within reasonable time of the City's decision in the matter.
- G. Provided, that this provision for liquidated damages shall be cumulative of and not in limitation of any other remedy available to the City, including, but without limitation, the right to terminate as provided in Paragraph 3 of the General Conditions and recover additional damages for any excess cost in otherwise completing the Work.
- H. The City shall, if it deems necessary, start charging liquidated damages equal to the amount of time over the date of Final Completion listed in Document 00725B – Notice To Proceed. This date shall be adjusted using current changes in Contract Time and allowable Weather Days. The amount of liquidated damages shall be deducted from the next Pay Estimate submitted by the Contractor.

52. WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the City's Design Professional shall direct, the Contractor shall cause the Subcontractors to protect carefully all work and materials against damage or injury from the weather. If, in the opinion of the City's Design Professional, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of the Subcontractors so to protect the Work, such materials and work shall be removed and replaced at the expense of the Contractor.

53. PROTECTION OF THE WORK AND PROPERTY – EMERGENCY

- A. The Contractor shall at all times safely guard the City's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect the Work and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract,

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by the City or the City's duly authorized representatives.

- B. In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act, without previous instructions from the City or the City's Design Professional, in a diligent manner. The Contractor shall notify the City or the City's Design Professional immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall promptly be submitted to the City or the City's Design Professional.
- C. Where the Contractor has not taken action but has notified the City or the City's Design Professional of an emergency threatening injury to persons or damage to the Work or any adjoining property, the Contractor shall act as instructed by the City or the City's Design Professional.
- D. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided for in the General Conditions.

54. INSPECTION

The authorized representatives and agents of the City shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data. The Contractor shall not impede and allow unrestricted access to the Project Mangers, Building Official, and Testing Laboratory personnel.

55. SUPERINTENDENCE BY CONTRACTOR

At the site of the Work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that the representative shall be acceptable to the City's Design Professional and shall remain in such capacity for the particular job involved unless superintendent ceases to be on the Contractors payroll.

56. FEDERAL LABOR STANDARDS PROVISIONS

All laborers and mechanics employed upon the Work covered by this Contract shall be paid unconditionally and not less than once each week and without subsequent deduction or rebate on any account (except such payroll deductions as are mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified) the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (see either Document 00435 – Wage Scale for Engineering Projects or Document 00440 – Wage Scale for Architect Projects), regardless of any contractual relationship which may be alleged to exist between the Contractor or any

Subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City for the cashing of same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated 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 Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or costs incurred more than a weekly period under plans, funds, or programs, but covering the particular work week, are deemed to be constructively made or incurred during such weekly period.

57. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by the Contract, the City, in addition to such other rights as may be afforded it under this Contract, shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City, may consider necessary to pay such laborers or mechanics the full amount of wages required of this Contract. The amount so withheld may be disbursed by the City for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers and mechanics to whom same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

58. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal, correctional institution or undocumented workers shall be employed on the Work covered by this Contract.

59. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Unlisted classifications needed for work not included within the scope of the classifications listed in the wage determination of this Contract maybe added after award only as provided in the labor standards contract clauses (29CFR, 5.5(a)(1)(ii).

60. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The City shall require, 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 wage rate and the Contractor is obligated to pay cash equivalent of such benefit, an hourly cash equivalent thereof established. In the

event the interested parties cannot agree upon a cash equivalent of the fringe benefits, the question, accompanied by a recommendation of the City, shall be referred to the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

61. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster and the applicable wage determination decisions, with respect to the various classification of laborers and mechanic employed upon the Work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at the appropriate conspicuous points at the site of the Work.

62. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborer or mechanic to whom wages, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to their employer.

63. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the Work covered by this Contract shall be promptly reported by the Contractor in writing to the City for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND THE SUBCONTRACTOR

A. The Contractor and each Subcontractor shall prepare their payrolls on forms satisfactory to and in accordance with instructions to be furnished by the City. The Contractor shall submit weekly to the City one (1) certified copy of all payrolls of the Contractor and of the subcontractors, it is being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each Subcontractor covering all laborers and mechanics employed upon the Work covered by this Contract shall be maintained during the course of the Work and for a period of three (3) years thereafter. Such payroll records shall contain name and address of each employee, the employee's correct

classification, rate of pay (including rates of contributions or costs anticipated of types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

- B. In addition, whenever the Secretary of Labor has found, under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that wages of any laborer or mechanic include the amount 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 or Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and will maintain records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each Subcontractor shall make their employment records, with respect to persons employed by them upon the Work covered by this Contract, available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the City and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractors during working hours on the job.
- C. At a minimum the Contractor and subcontractors shall certify their payroll and remit such certification with the progress payment request.

65. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the project or program to which the Contract pertains by the employees of the Contractor or any Subcontractor and manufacturing or furnishing of materials, articles, supplies or equipment on the site of the project of program to which this Contract pertains by persons employed by the Contractor or by any Subcontractor, shall, for the purpose of this Contract, and without limiting the generality of the foregoing provisions of this Contract, shall be deemed to be work which these Federal Labor Standards Provisions are applicable.

66. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the Work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the Subcontractor. The City shall not approve any Subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or the Secretary of Housing and Urban Development to receive an award of such subcontract.

Any Subcontractor shall also not be eligible if they previously or currently, in default of a contract on any other project, have failed to complete any project or

was removed from a project for defective work.

67. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the Work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the Subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may be in turn be made.

68. BREACH OF FEDERAL LABOR STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein set forth, the City reserves the right to terminate this Contract if the Contractor or any Subcontractor, whose subcontract covers any of the Work covered by this Contract, shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

69. EQUAL OPPORTUNITY PROVISIONS (E.O. 11246)

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative actions to ensure that applicants for employment are employed and that employees treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not 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.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment notice to be provided Contracting Officer setting forth provisions of this nondiscrimination clause.
- C. The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- D. The Contractor shall incorporate foregoing requirements in all subcontracts.

70. CIVIL RIGHTS ACT OF 1964

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Under Chapter 106 of the Civil Practice & Remedies Code of the Revised Civil Statutes of Texas, no person shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of the City.

71. CONFLICTING CONDITIONS IN THE CONTRACT DOCUMENTS

The Contract Documents are complementary and what is called for by one (1) shall be as binding as if called for by all. In case of conflict between any Contract Documents interpretation shall be as listed in Document 00115B – Instruction to Bidders, Paragraph XXIII.

72. INDEMNIFICATION

- A. The Contractor shall defend, indemnify and hold harmless the City and the City's Design Professional and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses arising out of or resulting from the performance of the Work or any act or omission of the Contractor or the Contractors employees, agents, suppliers or subcontractors.
- B. The obligation of the Contractor under this Paragraph shall not extend to the liability of the City's Design Professional, their agents or employees arising out of preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or Technical Specifications, or the giving of or failure to give directions or instructions by the City's Design Professional, their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

73. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the Work, except when the direct or unavoidable extra cost to the Contractor is caused by failure of the City to provide information or material, if any, which is to be furnished by the City. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor to the City or the City's Design Professional and, if found correct, shall be referred to the City Council for final approval or disapproval; and action thereon by the City Council shall be final and binding. If delay is caused by specific orders given by the City or the City's Design Professional to stop work, or by the performance of extra work, or by the failure of the City to provide material or necessary instructions for carrying on the Work, then such a delay shall entitle the Contractor to an equivalent extension of time, the application of which shall, however, be subject to the approval or disapproval of the City Council; and no such extension of time shall release the Contractor or the Surety on their performance bond from all obligations hereunder

which shall remain in full force until the discharge of the Contract.

74. MAINTENANCE OF WORK

If, after approval of Final Payment and prior to expiration of the one (1) year date of Substantial Completion or such longer period as may be prescribed by law or any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, correct such defective work. If the Contractor does not promptly comply with such instructions, the City shall have defective work corrected and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor or the Contractor's Surety. The provisions of this paragraph shall not limit the obligation of the Contractor under Paragraph 15 (Guarantee of Work) of the General Conditions in any respect whatsoever, including the time period of such Guarantee of Work contained therein, as will arise under the laws of the State of Texas and said Paragraph 15 and without regard to the provisions of this Paragraph, nor shall this Paragraph be construed to establish any period of limitations for any cause of action against the Contractor under the obligations of said Paragraph 15.

75. ANTITRUST

The Contractor hereby assigns to the City any and all claims for overcharges associated with this Contract which arise under the anti-trust laws of the United States, 15 U.S.C.A. Sec. 1, et seq. (1973).

76. DELAY, DISRUPTION, OR OTHER CLAIMS

Any claim by the Contractor for delay, disruption or any other claim shall be based on a written notice delivered to the City and to the City's Design Professional promptly (but in no case later than ten (10) working days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Within ten (10) working days of delivering said notice, the Contractor shall deliver to the City and the City's Design Professional notice of the amount of the claim and specific and detailed support documentation and data on the impact claimed. Further, the Contractor shall furnish on a continuing basis all of the documents that in any way are purported to support the damages, costs, expenses, and impact of the claim event. The Contractor's failure to fully comply with any of these requirements with respect to any claim shall constitute a complete and final waiver of said claim.

77. SANITARY AND SAFETY FACILITIES

The Contractor shall be responsible for all sanitary and safety facilities necessary for the Project, including rest rooms, drinking facilities, wash areas, hardhats, trench shoring, etc.

END OF SECTION

SECTION 00600

SUPPLEMENTAL CONDITIONS

1. GENERAL

The Provisions of this Section of the Technical Specifications shall govern in the event of any conflict between them and Document 00500[INSERT B. C OR P] – General Conditions.

2. DESIGN PROFESSIONAL

The words “Design Professional” in these Technical Specifications shall be understood as referring to [INSERT DESIGN PROFESSIONAL'S NAME AND ADDRESS], Design Professional of the City, or such other Design Professional, or persons as may be authorized by the City to act in any particular position.

3. LOCATION OF THE PROJECT

This project is located in Friendswood, Texas, [INSERT COUNTY] County. Map showing the general location of this project is included in the Drawings.

4. CONSTRUCTION IN PUBLIC STREETS AND PRIVATE DRIVES

A. No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all-weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the streets involved in the Work included in this Contract. The residents along the affected road(s) shall be contacted a minimum of forty-eight hours (48 Hrs) prior to the time the construction shall commence at their driveways or entrances and informed as to the length of time the driveways shall be closed.

B. The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the streets. The Owners or Tenants of commercial properties where access and/or entrance drives which shall be affected by construction shall be notified a minimum of twenty-four hours (24 Hrs) prior to the time the construction shall be started at their driveways or entrances and informed as to the length of time driveways shall be closed.

C. During inclement weather the Contractor shall construct temporary gravel or shell crossings and wooden walkways to allow ingress and egress across excavated areas at no expense to the City and as directed by the Project Manager or the City’s Design Professional.

- D. The Contractor shall be responsible for all streets and entrance reconstruction and repairs and maintenance of same for a period of one year (1 Yr) from the date of such reconstruction or Substantial Completion, whichever is longer. In the event the repairs and maintenance are not made immediately to the satisfaction of the City, and it becomes necessary for the City to make such repairs, the Contractor shall reimburse the City for the cost of such repairs.
- E. The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along public streets or private drive.
- F. During the prosecution of the Work, the Contractor shall obstruct public travel as little as possible and in no case shall there be less that twelve feet (12 Ft) in width of unobstructed roadway for traffic.

5. MAINTENANCE OF STORM SEWER, UTILITY CROSSINGS, AND EXISTING ROADWAYS

The Contractor shall maintain storm sewers, utilities, pipelines, and drainage facilities along the construction route at all times during construction at no additional expense to the City. Storm sewers and utilities crossing existing roadways shall be backfilled in accordance with these Technical Specifications and the Standard Details to an elevation six inches (6 In) below the elevation of the existing roadway. A temporary road patch of six inches (6 In) thick of compacted limestone base shall be constructed to or a little above the elevation of the existing roadway within the limits of the pavement removal at no additional cost to the City. The existing roadway shall be maintained throughout the construction. Pot hole appearing in the base or the existing pavement shall be deemed a hazard to the general public and shall be filled and maintained as directed by the Project Manager.

6. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or public utility, such property shall not be moved or interfered with until ordered to do so by the Project Manager. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

7. TEMPORARY CONSTRUCTION

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written permission of the Project Manager.

8. PROJECT MAINTENANCE

The Contractor shall maintain and keep in good repair all work contemplated under these Drawings, Exhibits and/or Technical Specifications which shall include the maintenance and repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, wooden walkways, barricades, lights, danger signals and all work which is necessary for the well-being of the general public. In the event the Contractor fails to properly maintain the Work, the City shall make such repairs as are necessary and the cost of said repairs shall be deducted from payment due to the Contractor.

9. BORINGS

Wherever certain test borings are made on this site, the locations of such test borings and the information revealed by them is indicated on the Drawings and profiles for the project. These borings shall not be construed as a warranty on the part of the City of the exact nature of the subsurface conditions that will be encountered during construction of the Work. The information thus furnished is intended only as a guide to the Contractor in making their own investigations preliminary to submitting a price for the Work.

10. PROPERTY LINES AND MONUMENTS

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 by a Professional Land Surveyor licensed by the State of Texas, at the expense of the Contractor.

11. EXISTING STRUCTURES

The Drawings show the locations of all known surface and subsurface structures. However, the City assumes no responsibility for failure to show any or all of these structures on the Drawings, or to show them in their exact locations. 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 whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special work, provisions which are not made in the Drawings and the Proposal, in which case the provisions in these Technical Specifications for extra work shall apply.

12. BARRICADES, LIGHTS, AND WATCHMEN

A. Where the Work is carried on, in or adjacent to any street, alley or public place, the Contractor shall at their own cost and expense furnish and erect such barricades, fences, battery type flasher-markers and danger signals, shall provide watchmen, and shall provide such other precautionary measures for the protection of persons or property and the Work as are

necessary. Barricades shall be painted using color that shall be visible at night and reflective. From sunset to sunrise the Contractor shall furnish and maintain at least one (1) battery type flasher-marker at each barricade and sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the Work and the public.

- B. The Contractor shall be held responsible for all damage to the Work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the Project Manager shall order the damaged portion to be immediately removed and replaced by the Contractor at no additional cost to the City. The Contractor's responsibility for the maintenance and repair of barricades, signs and lights, and for providing watchmen shall not cease until the project has been accepted by the City.
- C. Materials and equipment stored in or near the path of traffic shall be protected with red flags during the day and with lights during the night.

13. FENCES, DRAINAGE CHANNELS, AND CROP DAMAGE

- A. Boundary fences or other improvements removed to permit the installation of the Work shall be replaced in the same location and left in a condition as good or better than that in which they are found. This shall include landscaping, gardens, etc.
- B. Where surface drainage channels are disturbed or blocked during construction, final restoration to their original condition of grade and cross section shall be accomplished after the Work of construction is completed. Interim reshaping and cleanup shall occur immediately after trench backfilling.
- C. The Contractor shall not be held liable for unavoidable damage of crops provided such damage occurs within the construction easement provided by the City.

14. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

- A. All trees, stumps, slashings, brush or other debris removed from the sites as a preliminary to the construction work shall be removed from the property and disposed of in a manner approved by the Project Manager.
- B. All excavated earth in excess of that required for backfilling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Project Manager, it can be neatly spread over and along sites to form the finished contours.

15. WATER FOR CONSTRUCTION

- A. Water used for sprinkling, testing and flushing of waterlines or any other purpose incidental to this project, shall be furnished to the Contractor. The Contractor shall make necessary arrangements for securing and transporting said water and shall take said water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the City's water system. Water shall not be used in a wasteful manner.
- B. Water shall be dispensed from a meter from the City' Department of Public Works. The Contractor shall not operate any valves on the existing water supply without a Public Works employee present. All water going into containers shall use a vacuum break.
- C. There shall be no jetting or flooding of trenches.

16. LIGHTS AND POWER

The Contractor shall provide, at the Contractor's expense, electrical power, temporary lighting, and facilities required for the proper prosecution and inspection of the Work.

17. CLEANUP

- A. Cleanup shall follow the execution of the Work. At the conclusion of the Work, all tools, temporary structures, and materials belonging to the Contractor shall be promptly removed and all dirt, rubbish and other foreign substances shall be disposed of properly.
- B. The Contractor shall thoroughly clean all equipment and materials installed by the Contractor and shall deliver over such materials and equipment undamaged in a bright, clean polished and new appearing condition.
- C. During construction of the Work, the Contractor shall, at all times keep the site of the Work and adjacent premises as free of material, debris and rubbish, as is practicable and shall remove same from any portion of the site, if, in the opinion of the Project Manager, such material, debris or rubbish constitutes a nuisance or is objectionable.
- D. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

18. EXISTING UTILITIES, PIPELINES, AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities, pipelines, and service lines crossed or exposed by the construction operations. Where existing utilities, pipelines, or service lines are cut, broken, or damaged, the

Contractor shall replace or repair them with the same type of original material and construction, or better, at the Contractors own cost, with the exception of those items included in the price schedule.

19. POLES, SIGNS, GUY WIRES, ETC.

- A. All utility poles and guy wires, private sign posts, signs and guy wires, and similar private obstructions which interfere with the construction of this project shall be removed and replaced, or moved to new permanent locations by the owners thereof, at the Contractor's expense. No separate compensation shall be paid for this work, but the costs thereof shall be included in such contract pay items as are provided.
- B. The removal and replacement of the City's street sign post and signs are the responsibility of the Contractor. The Contractor shall be responsible for all damage to street sign posts and signs with in the limits of the Contractor's operations that remain in place or are removed and replaced. In the event street sign posts and/or signs are damaged or destroyed by the Contractor's operations, said sign posts, or signs shall be replaced by the Contractor at no cost to the City.
 - 1) All signs on City Streets that are not Texas Department of Transportation (TxDOT) Highways shall be purchased directly from the Department of Public Works.

20. SALVAGED MATERIALS

All materials removed during the construction of the projects, and designation on the Drawings or by the Project Manager, as salvaged materials, shall be removed, cleaned, and stored as directed by the Project Manager. Salvaged materials shall be the property of the City.

21. PROTECTION OF IMPROVEMENTS

The Contractor shall be entirely responsible for the protection of all improvements that are not designated by the Project Manager to be removed for proper construction of the project; this shall include sidewalks, buildings, walls, existing inlets and manholes, underground utilities, shrubs trees, signs, sod and pavement.

22. PROTECTION OF TREES

No trees shall be removed or cut except upon the specific approval of the City. Trees adjacent to the Work shall be protected from all damage by construction operations and as specified in Section 01560 – Tree and Plant Protection.

23. PROTECTION AND ADJUSTMENT OF EXISTING WATER VALVE BOXES

Water valve locations shall be furnished by the City prior to the grading operations. Protection of existing water valve boxes located within the limit of the Work shall subsequently be the responsibility of the Contractor. Failure to show water valve box locations on the Drawings does not relieve the Contractor of the responsibility to prevent damage to the valves and boxes. The Contractor shall adjust all water valve boxes which require adjustment to new pavement grade. Water valve boxes shall be adjusted as per Technical Specification 02310 – Adjusting Manholes, Inlets, and Valve Boxes to Grade.

24. ADJUSTMENT OF TOPS OF EXISTING SANITARY SEWER MANHOLES

Tops of existing sanitary sewer manholes shall be adjusted where necessary to match the grade of new pavement. Adjustment shall be made by breaking back the top portion of the manhole and rebuilding to conform to the new grade. Tops of manholes shall be adjusted as per Technical Specification 02310 – Adjusting Manholes, Inlets, and Valve Boxes to Grade.

25. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

The Contractor and Contractor's Sureties shall indemnify, defend and save harmless the City and the City's Design Professional, and all their officers, agents and employees from all suits, actions and claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property on account of any act, omission or fault of the Contractor, their agents or employees, in the execution of said Contract; or on account of the failure of the Contractor to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with costs, which may be obtained against the City an/or the City's Design Professional growing out of such injury or damage.

26. LINES AND GRADES

A. The City's Design Professional shall furnish survey control to enable the Contractor to set construction stakes for the Work. Said controls shall be one (1) horizontal control and one (1) vertical control. The Contractor shall be responsible for all construction staking. Any field conditions that appear to be in conflict with the Drawings shall be submitted to the City's Design Professional in writing with adequate time allowed the City's Design Professional to resolve the conflict. No compensation for surveying shall be made without prior written approval from the City and the City's Design Professional.

B. **THE FURNISHING OF THE CONTROL DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSURING THAT THE WORK IS CONSTRUCTED TO THE LINES AND GRADES SHOWN ON**

THE DRAWINGS.

27. AFFIDAVIT OF PAYMENT

- A. Each request for payment shall be accompanied by a Document 00985 – Affidavit of Payment, duly signed, and if a Corporation attested to, stating that all cost of labor, material, equipment, taxes, etc., pertinent to this project, have been paid and are current.
- B. The Final Payment, besides having the Document listed in Paragraph 27.A of Document 00600 – Supplemental Conditions, shall also have filed from each subcontractor, supplier, and/or manufacturer a Document 00990 – Waiver and Release of Lien.

28. INTERRUPTION OF UTILITY SERVICES

Each and every Contractor and Subcontractor performing at the site of the Project shall not operate any valve or other control on existing systems and shall exercise care in performing work so as not to interrupt service. At house connections, every Contractor and Subcontractor performing at the site shall either lift trenching machine over lines or cut and reconnect with minimum interruption of service as approved by the City's Design Professional.

29. 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 circumstances in the prosecution of the 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 no additional cost to the City.

30. MAINTENANCE AND INSTRUCTION MANUALS

Furnish three (3) bound sets of Maintenance and Instruction Manuals. Bind manuals in volumes of not more than four inches (4 In) thick, in hard back nine inch by twelve inch (9 In x 12 In) binders. Include like equipment in one (1) volume with heavy duty dividers, separating equipment. Catalog and index all volumes. Operation and Maintenance Manuals or Bulletins shall include necessary data for reordering replacement parts, lubrications schedules, and procedures for required maintenance. These items shall be included but not limited to: exhaust fans, air conditioning units, louvers, generator sets, pumps, motors, variable speed drives, mechanical drives, electrical switchgear and controls, electrical fixtures, valves, instrumentation, chlorinators, meters, gauges and miscellaneous mechanical and electrical components supplied under this Contract.

31. SUBCONTRACTOR VALUES

The Contractor shall not employ Subcontractors whose aggregate value of work exceeds fifty percent (50%) if the total amount of the Contract Price as stipulated in Document 00400 – Standard Agreement for Contracting Services.

32. PROJECT REPRESENTATIVE SERVICES

Project Representative Services shall be the responsibility of the Project Manager and these services shall be in accordance with Document 004[INSERT 05 OR 10] – Standard Agreement for Professional Services – [INSERT ENGINEER OR ARCHITECT], between the City and the City’s Design Professional. The Project Representative’s duties shall include preparation of daily reports, determination that the project is proceeding in general compliance with the Contract Documents, measurement of material quantities and reporting to the Project Manager any work that should be stopped when it appears that the completed project may not comply with the requirements of the Contract Documents. The Project Representative shall be the liaison between the Contractor and the City’s Design Professional and the City. The Project Representative’s responsibilities begin after the Contract is awarded and terminate after the Final Inspection.

33. CONTRACTOR SUBMITTED ALTERNATE DESIGNS

- A. If alternate design features are proposed for convenience of the Contractor, Contractor shall submit design calculations and detailed Drawings covering the proposed changes and related modifications of the Contract Drawings for review. Contractor shall make the Drawings the same size as the Contract Drawings and of comparable quality. The Contractor shall make payment to the City for all charges resulting from modifications, including engineering charges for checking such designs.
- B. If substitute items of equipment are allowed, and they vary materially from those shown on the Contract Drawings, Contractor shall prepare equipment data and detailed Drawings covering necessary modifications for the City’s Design Professional for approval. Contractor shall make the Drawings the same size as the Contract Drawings and of comparable quality. The Contractor shall make payment to the City for all charges resulting from the modifications, including engineering charges for checking the modifications.

34. COST BREAKDOWN

Within fifteen days (15 D) after the execution of the Contract, Contractor shall submit, in acceptable form, a schedule showing subdivision of the Contract into various items of permanent construction, stating quantities and prices, as basis for computing values to the City of permanent usable parts of the facility to be paid for on monthly estimates. No payment shall be made to the Contract until such schedule meeting the requirements of Section 01295 – Schedule of Values has

been submitted and approved.

35. MATERIALS AND EQUIPMENT

Contractor shall incorporate into the Work only new materials and equipment of domestic manufacture unless otherwise designated. Contractor shall store these materials and equipment in a manner to protect them from damages. The manner of protection is subject to the specific approval of the City's Design Professional. Pipe, fittings, equipment and other serviceable materials found on site of work or dismantled by reason of construction, remain property of the City. Contractor shall remove and deliver materials to the City at designated points. Contractor shall pay, at prevailing market price, for usable materials that are damaged through negligence.

36. SPECIAL SPECIFICATIONS AND SPECIAL PROVISIONS

Basic Technical Specification Items are those which follow prescribed general requirements. Special Specifications are those which supplement the Technical Specifications and are specific to this project, where there are no Technical Specifications covering certain portions of the Work. When necessary, Special Provisions are inserted to describe additional requirements appreciable to this Contract. Special Provisions are to be used in conjunction with the Technical Specification and Special Specification Items. In event of conflict, the requirements set forth in the Special Provisions as set forth will govern. In the event of conflict between the requirements shown on the Drawings and those contained in the Technical Specifications, then the governing item shall be as specified in Document 00500[INSERT B, C OR P] – General Conditions.

37. AS-BUILT DIMENSIONS

The Contractor shall make daily measurements of facilities. On completion of the project, the Contractor shall furnish the City with one (1) set of blue lines, marked with red pencil, to show as-built dimensions and location of all the Work constructed.

38. ARCHEOLOGICAL CONSTRUCTIONS

- A. No activity which may affect a State Archeological Landmark is authorized until the City has complied with the provisions of the Antiquities Code of Texas. The City has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.
- B. If archeological sites or historic structures are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the City and the Texas Historical Commission

at (512) 463-6096. The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the City and the appropriate State Agency. The City shall promptly coordinate with the Texas Historical Commission and any other appropriate agencies to obtain any necessary approvals or permits to enable the Work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the City.

- C. Contractor, subcontractor and their respective employees shall have no claim to artifacts or treasure, found or discovered and shall assign any claim, as such, to the City.

39. ENDANGERED SPECIES

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of such species. If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify the applicable State Agency. The actions shall include reporting the encounter to the U.S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the Work to continue, or implement other mitigative actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the City.

40. OPERATION OF FACILITIES

The Contractor shall not operate, tap, or tamper with any existing facilities. Where construction involves operation of any existing facilities the City shall perform such operation. Any connection to existing equipment or systems to be schedule and approved in advance with performance to occur in the presence of the Project Manager.

41. SCOPE OF WORK

- A. Under this Contract, the Contractor shall furnish all materials, appliances, tools, equipment, transportation, services and all labor and superintendence necessary for construction of the Work as described in these Technical Specifications and as shown in the Drawings. The completed installation shall not lack any part which can be reasonably implied as necessary to its proper functioning or any subsidiary item which is customarily furnished, and the Contractor shall deliver the completed and operating installation to the City.
- B. The Work in general under this Contract includes, but is not limited to, that

Work which is enumerated in the appropriate Document 00300[INSERT B, C OR P] – Unit Price Form or Document 00305[INSERT B, C OR P] – Total Stipulated Price Form of the Contract Documents.

END OF SECTION

DOCUMENT 00730

FINAL WALKTHROUGH CHECKLIST

PART I: GENERAL HOUSEKEEPING

- 1.1 All trash, concrete wash out, concrete spillage, and debris has been removed from the site.
- 1.2 Streets have been cleaned and are still clean.
- 1.3 Used or unused construction materials have been removed from the site.

PART II: SANITARY SEWER SYSTEM

- 2.1 All lid covers read City of Friendswood Sanitary Sewer as shown in the City of Friendswood Standard Details.
- 2.2 All lid covers must be clean and free of concrete.
- 2.3 All manhole elevation adjustment rings are grouted appropriately.
- 2.4 Manhole service entrance diameter is thirty-two (32) inches.
- 2.5 All manholes are clean - No debris or mud inside.
- 2.6 Any piping entering a manhole should be grouted watertight so there are no spaces between the pipe and the manhole.
- 2.7 Pipe connections to existing manholes must be cored – NOT chipped or broken.
- 2.8 Finish elevation of manhole cover shall be as stated in Section 02310 – Adjusting Manholes, Inlets and Valves Boxes to Grade.
- 2.9 Manhole cover inflow protector is in place.
- 2.10 Service leads are installed and extend a minimum of one (1) foot above finished grade.
- 2.11 Curbs should be painted green at each manhole or service lead aligned with the centerline of that manhole or service lead as specified in Section 01800 – Temporary Utility Identification Markings.
- 2.12 Service lead end cap to be completely painted green.

- 2.13 Temporary plug is removed at the point of connection to the existing system.
- 2.14 All manholes shall be opened during the final walkthrough.

PART III: STORM WATER SYSTEM

- 3.1 All lid covers must read City of Friendswood Storm Sewer as shown in the City of Friendswood Standard Details.
- 3.2 All lid covers must be clean and free of concrete.
- 3.3 All manholes or inlets must be grouted smooth on the interior.
- 3.4 All manholes are clean - No debris or mud inside - No standing water.
- 3.5 All inlets are clean - No debris or mud inside - No standing water.
- 3.6 All piping is clean - No debris or mud inside - No standing water.
- 3.7 All inlets must have silt fence protecting front of inlet from debris.
- 3.8 All formwork must be removed from manholes or inlets.
- 3.9 All lifting hook places shall be grouted so no metal is showing.
- 3.10 Pipe protrusions into manholes or inlets must be cut flush with the inner wall of the manhole or inlet and grouted smooth and watertight.
- 3.11 Drainage inverts must be installed within manholes and inlets.
- 3.12 All joint cracks must be grouted appropriately.
- 3.13 All inlet grates must be installed and should be unmarked.
- 3.14 All Inlets and manholes shall be opened during final walkthrough.

PART IV: POTABLE WATER SYSTEMS

- 4.1 All main valves at point of connection to existing system are open and operable.
- 4.2 All main valves within the newly installed system are open and operable.
- 4.3 All fire hydrant valves are open and operable.

- 4.4 All valve covers are free of concrete.
- 4.5 All valve covers are painted blue.
- 4.6 All valve cover boxes are encased in concrete per City of Friendswood Standard Details.
- 4.7 All valve cover boxes are Tyler type "A" valve boxes.
- 4.8 All valve cover boxes are a minimum of three (3) inches above finished grade unless they are contained within a poured sidewalk at the time of the walk through, then they should be painted blue and flush with the sidewalk surface – No trip hazard.
- 4.9 Curbs should be painted blue at each valve, fire hydrant, blow-off, or meter service lead aligned with the centerline of that valve, fire hydrant, blow-off, or meter service lead as specified in Section 01800 – Temporary Utility Identification Markings.
- 4.10 All valves shall be turned during final walkthrough.

PART V: FIRE HYDRANTS

- 5.1 All fire hydrants must be either Mueller Centurion or American Darling per the City of Friendswood Technical Specifications.
- 5.2 All fire hydrants must be sandblasted, painted with the approved City of Friendswood colors, and audited as specified in Section 02435 – Fire Hydrant Assemblies. The City of Friendswood will accept a letter from the audit firm acknowledging they are under contract to perform the work.
- 5.3 All fire hydrants are set at the proper elevation based upon the finished grade and meeting the twenty-two (22) inch clearance to open the steamer nozzle.
- 5.4 All fire hydrant valves are open.
- 5.5 All fire hydrant valve covers are Type "A" covers and are painted blue.
- 5.6 All pumper nozzles shall face the street.
- 5.7 Blue reflectorized raised pavement marker shall be offset eight (8) inches from the centerline on the side where fire hydrant is located. Reflectorized side shall face direction of traffic.
- 5.8 Fire hydrants to be flowed during the final walkthrough.

PART VI: WATER METER SERVICE CONNECTIONS

- 6.1 Proper number of meter service connections have been installed.
- 6.2 Meter service boxes are located within the right of way or easement.
- 6.3 Meter service boxes are located off the property line a minimum of nine (9) inches laterally for a minimum spread between services of eighteen (18) inches.
- 6.4 Meter service boxes are set a minimum of three (3) inches above grade and undamaged.
- 6.5 Corporation stop set with the shutoff in the vertical position for easy "T" handle access.
- 6.6 Services are to be flowed during the final walkthrough.
- 6.7 Service lead and stop set to a maximum depth of twelve (12) inches below finished grade.

PART VII: POLLUTION PREVENTIVE PROTECTION

- 7.1 Erosion control must be provided around perimeter of property.
- 7.2 Erosion control must be provided at the back of curb for all lots, islands, and reserves.
- 7.3 Erosion control measures must be in place at all swales, curb inlets, and area inlets.
- 7.4 All erosion control measures must be in good condition for the walk through.
- 7.5 Hydro-mulch or sod must be provided at the back of curb, reserves, detention pond, and any drainage areas.

PART VIII: PROPERTY

- 8.1 Lots must be staked with lot numbers at the right of way and back of the lot.
- 8.2 Back lot stakes must have elevation control marks to match the design elevations.

- 8.3 Reserves must be identified on lot staking where adjacent to lots.
- 8.4 Property pins must be in place at the right of way and back lots.
- 8.5 Lots must exhibit positive drainage to match the plan design.
- 8.6 Lots must be graded to finish grades per the plan design.

PART IX: DETENTION POND

- 9.1 Drainage slopes for detention areas shall not exceed 4:1 (Horizontal versus Vertical) per both HCFCD and GCCDD.
- 9.2 Open channel drainage swales shall not exceed 4:1 (Horizontal versus Vertical) per the HCFCD criteria.
- 9.3 Open channel drainage swales shall not exceed 3:1 (Horizontal versus Vertical) per the GCCDD criteria.
- 9.4 GCCDD approval of drainage and detention facilities is required prior to the City of Friendswood walk through in Galveston County.
- 9.5 HCFCD acknowledges the City of Friendswood as their approval authority at the time of the walk through unless the site outfalls directly into an HCFCD Facility.
- 9.6 Outfall structures are complete.
- 9.7 Pipe projections at the outfall structures must be cut flush with the face of the outfall structure and grouted smooth.

PART X: PAVING AND SIDEWALKS

- 10.1 Street paving must be free of cracks and defects as defined in the City of Friendswood Technical Specification Section 02805 – Concrete Paving.
- 10.2 Concrete spillage must be removed from the street travel surface.
- 10.3 No surface defects such as name imprints, bike tracks, tire tracks, animal tracks, etc. will be accepted.
- 10.4 Curbs must be free of defects.
- 10.5 Joint sealants have been installed at all construction joints, saw joints, and inlet joints.

- 10.5 Sidewalks have been installed at all islands, detention areas, utility easements, and reserves where indicated on the approved sidewalk accessibility plan.
- 10.6 Sidewalks have been installed along major thoroughfares adjoining the new subdivision.
- 10.7 Wheel Chair Ramp access has been provided at all locations as shown on the sidewalk accessibility plan, the five (5) foot by (five (5) foot turn area at the back of the Wheel Chair Ramp is part of the Wheel Chair Ramp.
- 10.8 Wheel Chair Ramps shall have the integral charcoal color per City of Friendswood Section 02825 Colored Concrete for Wheelchair Ramps.
- 10.9 Traffic control signage has been installed per City of Friendswood Standard Details.
- 10.10 The City of Friendswood and a lab representative must be present to witness each and every concrete placement.
- 10.11 Pavement markings are installed per the plans for traffic control islands, medians, turn lanes, and crosswalks.
- 10.12 Raised reflective blue and white pavement markers have been installed near the street centerline at each fire hydrant.

PART XI: TESTING

- 11.1 The City of Friendswood must be copied directly on all lab results and should have all reports in hand prior to the scheduling of the walk through.
- 11.2 A City of Friendswood representative should have been present to witness all concrete placements.
- 11.3 A testing lab representative should have been present to witness all concrete placements.
- 11.4 All testing has been completed successfully
- 11.5 Bacteria Test – City of Friendswood representative on site to witness test.
- 11.6 Sanitary Sewer low-pressure air test, deflection test and manhole vacuum test – City of Friendswood representative on site to witness test.
- 11.7 Waterline Test waterline pressure test – City of Friendswood representative on site to witness test.

- 11.8 Lime Depth Check Test – City of Friendswood representative on site to witness test.
- 11.9 Density and gradation tests – City of Friendswood representative on site to witness all tests.
- 11.10 Twenty-eight (28) day concrete compressive strength test results have been received by the City of Friendswood and all results are satisfactory.
- 11.11 Twenty-eight (28) day concrete pavement cores or pre-placement form checks have been taken for thickness and all results are satisfactory.

PART XII: LIFT STATIONS

- 12.1 All lift stations shall be tested as specified in the City of Friendswood Technical Specification Section 02535 – Sanitary Sewer Lift Stations prior to scheduling the final walkthrough.

PART XIII: AS-BUILT DRAWINGS

- 13.1 Electronic drawing files formatted in AutoCAD and contained on two (2) individual CD's.
- 13.2 One (1) black line copy in full size and one (1) black line copy in half size.
- 13.3 Reflect any and all deviations in the field versus the original design documents on the As-Built sets.
- 13.4 Incorporate any and all design revisions from the original design.
- 13.5 Stamped conspicuously as “As-Built Drawings”.
- 13.6 Must be a reproducible Mylar.
- 13.7 Must include one (1) set of blue line drawings for the acceptance final walkthrough.

PART XIV: MAINTENANCE BOND

- 14.1 Maintenance bond must name the City of Friendswood as the bondholder, dated to commence on the date the Work is scheduled for City Council approval.
- 14.2 In Galveston County the GCCDD requires a maintenance bond independent of the City of Friendswood.

- 14.3 Must be for the full value of the infrastructure improvements including work performed through Change Order to the Original Contract.
- 14.4 A copy of the Original Contract and any Change Orders that would establish the value of the infrastructure improvements shall be submitted with the Maintenance Bond.
- Note: This document is intended to assist in preparing for the acceptance walk through and is not intended to be a site specific Punch list.

END OF DOCUMENT