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## **SPECIAL PROVISIONS**

### **SP-01 GENERAL**

For this contract, the General Provisions (Division 1, Part 1) of the Standard Specifications for Public Works Construction, North Central Texas adopted by the North Central Texas Council of Governments (NCTCOG), Third Edition (1998), with all amendments thereto, shall govern and shall constitute as the Special Provisions except as herein amended, modified or supplemented. Omission of any section from this Project's Contract Documents does not mean that such section is not applicable to this Project. The NCTCOG General Provisions will be referred to as the General Provisions (GP) and will not be physically bound with the other contract documents. Copies may be obtained from the North Central Texas Council of Governments.

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

### **SP-02 PROJECT DESCRIPTION**

**This information will need to be provided by the consultant.**

The work performed under this contract shall be coordinated with the work performed by the City of Haltom City Public Works Department.

### **SP-03 DEFINITIONS**

Modify GP Item 1.0. Definitions as follows:

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

City of Haltom City, Texas  
5024 Broadway Avenue  
P. O. Box 14246  
Haltom City, Texas 76117

The word "Engineer" in these documents shall be understood as referring to the City Engineer, Engineer of the OWNER, or such other Engineer or Supervisor as may be authorized by the OWNER to act in any particular position. Both the Engineer and the Inspector shall be considered as the OWNER'S "authorized representative".

The word "CONTRACTOR" in these documents shall be understood as referring to the person, firm or corporation with whom the OWNER has executed the contract or agreement.

The term "General Conditions of Agreement" when used in the Contract Documents shall be understood as referring to "Division I, Part 1. General Provisions" of the "Standard Specifications for Public Works Construction - North Central Texas" adopted by the North Central Texas Council of Governments.

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

### **SP-04 INFORMATION CONCERNING CONDITIONS**

Add the following to GP Item 1.3. Examination of Plans, Specifications and Site of the Work:

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

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

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

#### SP-05 ADDENDA

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer **at least eight (8) days prior to the Bid Opening**. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

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

#### SP-06 PREPARATION OF PROPOSAL

Add the following to GP Item 1.4. Preparation of Proposals:

Bidder shall state his/her prices in ink or typewritten format.

#### SP- 07 FILING OF PROPOSAL

Add the following to GP Item 1.6. Filing of Proposals:

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

#### SP-08 REJECTION OF PROPOSALS

Add the following reasons to GP Item 1.10. Rejection of Proposals:

(e) Proposals received after the time limit for receiving proposals, as indicated in the NOTICE TO BIDDERS.

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

#### SP-09 DISQUALIFICATION OF BIDDERS

Add the following reason to GP Item 1.11. Disqualification of Bidders:

- (i) where more than one proposal for an individual firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect;
- (j) where bidder's previous work for the OWNER did not completely and fully meet all of the requirements and/or specifications of the contract documents for said work.

#### SP-10 QUALIFICATION TO PERFORM

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

#### SP-11 AWARD OF CONTRACT

Add the following to GP Item 1.13. Award of Contract and Commencement of Work:

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

#### SP-12 PRIORITY OF CONTRACT DOCUMENTS

Delete GP Item 1.19. Priority of Contract Documents and substitute the following:

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

1. Signed "Standard Form of Construction Agreement"
2. Any Addendums
3. "Notice to Bidders" advertisement
4. Bidder's Proposal
5. Special Instruction to Bidders
6. Performance, Payment and Maintenance Bonds
7. Certification of Insurance
8. Notice to Proceed
9. Special Provisions
10. Technical Specifications
11. General Provisions

12. Special Specifications
13. Project Construction Plans (Drawings)
14. Special Material and/or Equipment Specifications
15. Special Material and/or Equipment Drawings
16. North Central Texas Council of Government “Standard Specifications for Public Works Construction”
17. North Central Texas Council of Government “Standard Drawings for Public Works Construction”
18. North Central Texas Council of Government references

### SP-13 COPIES OF PLANS & SPECIFICATIONS FURNISHED

Four (4) sets of plans and specifications (not including the General Provisions) shall be furnished to the CONTRACTOR at no charge for construction purposes. Additional sets may be obtained from the Engineer at **\$ 30.00 per set.**

### SP-14 BONDS - AMOUNT & TERMS

In addition to GP Item 1.15. Surety Bonds and GP Item 1.21.1. Surety Bonds, add the following:

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

- (e) A good and sufficient Maintenance Bond in an amount equal to fifty percent (50%) of the total awarded contract price, guaranteeing the maintenance in good condition of such project for a period of two (2) years from and after the time of its completion and acceptance by the City.

General conditions for bonds are as follows:

1. The surety shall have an underwriting limitation (as shown in the Federal Register) to cover 100% of the project cost. Exceptions to a requirement may be made in unusual circumstances, subject to approval by the Office of Risk Management and the City Attorney's Office.
2. All bonds shall be made on forms furnished by the City and shall conform to the requirements as set forth herein.
3. Each Bond shall be executed by the CONTRACTOR and the Surety. The name and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his/her usual signature.
4. If the principals are partners, their individual names will appear in the body of the bond or on proceeding pages to be included with said bond with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
6. The principal or surety shall be a corporate surety; the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond or on proceeding pages to be included with said bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
7. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, records of the corporation as will show the official

character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

8. The date of any bond must not be prior to the date of the contract in connection with which it is given.

## SP-15 INSURANCE REQUIREMENTS

In addition to the provisions of GP Item 1.26.1.(a) Contractor's Liability Insurance, add the following:

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

### A. Definitions:

- (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project for the duration of the project.
- (2) Building or construction - Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor - A Person bidding for or awarded a building or construction project by a governmental entity.
- (4) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage Agreement - A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project - Includes the time from the beginning of the work on the project until the work on the project has been completed and accepted by the governmental entity.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (8) Project - Includes the provision of all services related to a building or construction contract for a governmental entity.

- B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project for the duration of the project.

- C. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project the CONTRACTOR must prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The CONTRACTOR shall obtain from each person providing services on the project and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) Provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) Provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) Obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
    - (a) A certificate of coverage, prior to the other person beginning work on the project; and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and



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

In accordance with statutory requirements, the CONTRACTOR shall:

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

Figure 1:

### REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee"

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

### SP-16 POLICY ENDORSEMENTS & SPECIAL CONDITIONS

In addition to the provisions of GP Item 1.26.5. Policy Endorsements and Special Conditions, add the following:

- (a) CONTRACTOR will not be issued a Work Order to commence work on this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the OWNER or his representative.
- (b) CONTRACTOR shall procure and shall maintain during the life of this Contract, insurance coverage as herein specified, and in case of any work sublet, shall require any subcontractor in like manner to secure and maintain such minimum limits of insurance coverage, also.

### SP-17 ORDER OF WORK

Add the following to GP Item 1.22.1. Performance of Work:

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

### SP-18 INDEMNIFICATION

Add the following to GP Item 1.22.2. Indemnification:

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

### SP-19 CONSTRUCTION PROGRESS SCHEDULE

Delete GP 1.22.5. Progress Schedule and substitute the following:

The CONTRACTOR shall submit to the Engineer a Construction Progress Schedule on or prior to the effective date of the work order showing the proposed dates of starting and completing each of the various major sections of the work, including sufficient time being allowed for cleanup, as well as the schedule for the overall work, the anticipated monthly payments to become due to the CONTRACTOR, and the accumulated percent of progress each month. Revised Construction

Progress Schedules shall be submitted when significant changes occur or when requested by the Engineer.

## SP-20 PROSECUTION OF CONSTRUCTION

Add the following to GP Item 1.22.6. Performance of the Work:

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

- (a) Normal Work Day shall mean the normal eight (8) hour working day between the hours of 8:00am and 5:00pm
- (b) Normal Work Week shall mean the forty (40) hour work week encompassing the five (5) eight-hour days, Monday through Friday.
- (c) Holidays to be observed and to be included into the normal work week will be:

<u>New Years Day</u>	<u>January 1st</u>
<u>Presidents Day</u>	<u>3rd Mon. in Feb.</u>
<u>Good Friday</u>	<u>Friday before Easter</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4th</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Day after Thanksgiving</u>	<u>Fourth Friday in November</u>
<u>Christmas Eve</u>	<u>Day before Christmas</u>
<u>Christmas Day</u>	<u>December 25th</u>

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

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

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

All work performed other than the normal working hours, whether scheduled or required, will in no way increase the cost to the OWNER for the performance of such work.

## SP-21 OCCUPATIONAL SAFETY & HEALTH ACT

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

The CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act and the standards and regulations issued there under and warrant that all work, materials and products furnished under this contract will conform to and comply with said standards and regulations which are in existence

on the date of this contract. The CONTRACTOR further agrees to indemnify, defend, and hold harmless the OWNER for all damages suffered by the OWNER as a result of the CONTRACTOR'S failure to comply with the Act and the Standards issued there under and for the failure of any material and/or equipment furnished under this contract to so comply.

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

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

## SP-22 EXISTING STRUCTURES, FACILITIES & IMPROVEMENTS

Add the following to GP Item 1.20.4. Existing Structures:

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

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

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

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

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

## SP-23 TRAFFIC CONTROL

Add the following to GP Item 1.24.2. Protection of Persons and Property:

The CONTRACTOR shall not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the CONTRACTOR shall contact the City to remove the sign. In the case of regulatory signs, the CONTRACTOR must replace the permanent sign with a temporary sign meeting the requirements of the above referenced manual and such temporary sign must be installed prior to the removal of the permanent sign. If the temporary sign is not installed correctly or if it does not meet the required specifications, the permanent sign shall be left in place until the temporary sign

requirements are met. When construction work is completed to the extent that the permanent sign can be reinstalled, the CONTRACTOR shall again contact the City to reinstall the permanent sign and shall leave his temporary sign in place until such installation is completed.

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

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

#### SP-24 TRENCH SAFETY

Add a new paragraph immediately after GP Item 1.24.3. Trench Safety:

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

#### SP-25 WARRANTY

In GP Item 1.27.4. Special Warranty, change all references from one year to two (2) years and add the following:

Notwithstanding any certificate which may have been given by the Engineer, if any materials, equipment or any workmanship which does not comply with the requirements of this contract shall be discovered within two (2) years after completion of construction of the project, and acceptance by the OWNER, the CONTRACTOR shall replace such defective materials or equipment, or remedy any such defective workmanship within ten (10) days after notice in writing of the existence thereof shall have been given by the OWNER or Engineer. In the event of failure of the CONTRACTOR to replace any such defective materials or equipment or to remedy defective workmanship as herein provided, the OWNER may replace such defective materials or equipment or remedy such workmanship as the case may be and in such event the CONTRACTOR shall pay to the OWNER the cost and expense thereof.

#### SP-26 SHOP DRAWINGS, PRODUCT DATA & SAMPLES

In addition to GP Item 1.28. Shop Drawings, Product Data and Samples, add:

Each submittal shall consist of five (5) quality copies, in accordance with the Submittal Section in the Technical Specifications, unless otherwise requested by the OWNER.

#### SP-27 EASEMENTS/RIGHTS-OF-WAY

Without cost to the CONTRACTOR, the OWNER will provide the necessary easements or rights-of-way required for the project. However, the CONTRACTOR may desire additional temporary easements for the duration of the work for his/her construction, storage or access. All such temporary easements shall be obtained by the CONTRACTOR at no additional cost to the contract or the OWNER.

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

#### SP-28 LINES & GRADES

Delete GP Item 1.32.1. Construction Stakes and substitute the following:

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

The CONTRACTOR, at his expense, shall stake the project /or horizontal and vertical alignment prior to construction. The Engineer has established horizontal control points and benchmarks as shown in the Construction Plans to use in construction staking.

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

#### SP-29 RIGHT OF ENTRY

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

#### SP-30 AUTHORITY & DUTIES OF INSPECTOR

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

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

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

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

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

### SP-31 OWNER-ENGINEER RELATIONSHIP

The Engineer will be the OWNERS representative during construction. The duties, responsibilities and limitations of authority of the Engineer as the OWNER'S

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

### SP-32 PROFESSIONAL INSPECTION BY ENGINEER

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

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

### SP-33 INSPECTION & TESTING

Add the following to GP Item 1.42.3. Samples and Tests of Materials:

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

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

Sampling and testing of all materials or construction methods shall be performed by a commercial laboratory approved by the Engineer.

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

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



#### SP-34 VERIFICATION OF MEASUREMENTS

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

#### SP-35 PAY ITEMS - INCIDENTAL CONSTRUCTION

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

#### SP-36 OMISSIONS

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

#### SP-37 PREVAILING WAGE RATES

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

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

#### SP-38 LOSSES FROM NATURAL CAUSES

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



**SP-39 EXPLOSIVES, BLASTING, ETC.**

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

**SP-40 WORK WITH OWN FORCES**

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

**SP-41 PROJECT NAME CONSTRUCTION SIGNS**

5'-0"X3'-0" SIGN: BLUE BACKGROUND WITH WHITE LETTERING

7.5"X10.5" HALTOM CITY LOGO



The CONTRACTOR shall install two (2) Project Name Construction Signs on each street proposed for reconstruction in this Project at the locations indicated by the OWNER and in accordance with the drawing on the last page of these Special Provisions. These Signs shall be installed within 14 calendar days from the date the OWNER awards the contract and shall remain in place during the entire construction period. These Signs shall be removed within 14 calendar days after the OWNER'S acceptance of the project improvements.

The Project Name Construction Sign shall be constructed from 3/4 inch exterior grade plywood with one smooth side. Paint for the Sign shall be a commercial grade exterior paint that will not show signs of fading during the complete construction period defined above. If the sign fades before completion of the project, the CONTRACTOR shall repaint the sign to its original quality. Painting of the sign shall be of professional quality equivalent to commercial sign painting.

Mounting posts shall be either redwood or pressure treated pine. Mounting posts shall be either buried to the depth indicated on the drawing or placed on skids. The Sign shall be attached to the mounting posts with three (3) bolts per post. Bolts shall be standard grade, minimum 3/8 inch diameter with flat washers on both sides, lock washer and double nuts. Bolts shall be spaced on the sign face between lettering so as not to obscure the wording on the Sign and shall be spaced as evenly as possible.

Sign Data:

Project Name: ..... (NAME OF PROJECT)

Contractor: ..... Name of Your Company

Estimated Cost: ..... Contract Amount

Estimated Completion: *TBD After Contract Award*

Funding Source: *PROJECT SPECIFIC*

#### **SP-42 WATER FOR CONSTRUCTION**

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

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

#### **SP-43 WORK-SITE AREA & CLEAN-UP**

Add the following to GP Item 1.32. Working Area; Coordination with Other Contractors; Final Cleanup:

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

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

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

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

Any trees or other landscape features scarred or damaged by the CONTRACTOR'S operations shall be restored or replaced at the CONTRACTOR S expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of one inch (1") diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing.

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

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

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

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

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

#### SP-44 RECORD "AS BUILT" DRAWINGS

The CONTRACTOR shall as part of this contract provide record drawings. These drawings shall illustrate how the project was constructed in the field. All modifications to the proposed design shall be drawn on a set of reproducible (mylar) drawings. No additional payment will be made for providing these documents. One set of reproducible "As Bid" plans will be supplied to the CONTRACTOR by the Engineer for use in preparing these record drawings.

#### SP-45 OWNERSHIP OF DRAWINGS

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

#### SP-46 ADEQUACY OF DESIGN

It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he/she has complied with the requirements of the Contract Documents, approved modifications thereof and all approved additions and alternations thereto.

#### SP-47 CONSTRUCTION PAY ITEMS

Project Specifications

#### SP-48 CONNECTING TO EXISTING MAINS & STRUCTURES

The Contractor shall determine the exact location, elevation, configuration and angulation of the existing MAINS AND STRUCTURES prior to manufacturing of any connecting pieces. Any differences in location, elevations, configuration and/or angulation of existing MAINS AND STRUCTURES between the contract drawings and what may be encountered in said work shall be considered as incidental to construction. Where it is required to shut down existing MAIN AND STRUCTURES in order to make proposed connections, such down time shall be coordinated with the Engineer, and all efforts shall be made to keep this down time to a minimum. In case of shutting down existing MAINS AND STRUCTURES, the Contractor shall notify the OWNER, at least 48-hours prior to the shut down time.

Payment for such work as connecting to existing facilities including all labor, tools, equipment and material necessary to complete the work shall be included in the price of the appropriate BID ITEM.

#### SP-49 RESTORATION OF PROPERTY

In general, all surfaces shall be restored to the same grades and conditions as existed immediately prior to the beginning of the work.

All fences and culverts removed during construction shall be reinstalled or replaced to the original condition or better. Mailboxes and signs along the proposed alignment shall be relocated as necessary during construction and returned to their original location and height upon completion of the work. Except shrubbery shall be temporarily relocated or replaced with the variety and size, up to two inches (2") trunk diameter and/or twenty gallon (20) container size, equal to that removed. Sprinkler systems shall be adjusted as necessary and shall be repaired if damaged. All work related to property restoration shall be considered incidental to the project, unless specific items are listed as pay items in the Proposal.

#### SP-50 REMOVAL, SALVAGE, & ABANDONMENT OF EXISTING WATER & SEWER APPURTENANCES.

See project specification:

**END SPECIAL PROVISIONS**