

Document 00911

NOTICE OF
ADDENDUM NO. 1

Date of Addendum: 1/28/15

PROJECT NAME: Water Line Replacement in Inner Loop North Area

PROJECT NO: S-000035-0182-4

BID DATE: February 5, 2015 (There is no change to the Bid Date.)

FROM: J. Timothy Lincoln, P.E., City Engineer
City of Houston
Department of Public Works and Engineering
611 Walker, 15th Floor
Houston, Texas 77002
Attn: Tina Yao, P.E., Project Manager

TO: Prospective Bidders

The referenced Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable.

Written questions regarding this Addendum may be submitted to the Project Manager following the procedures specified in Document 00200 – Instructions to Bidders. Immediately notify the City Engineer through the named Project Manager upon finding discrepancies or omissions in the Bid Documents.

This Addendum includes:

- Changes to Project Manual
- Changes to Drawings
- Clarifications



Ravi Kaleyatodi, P.E., CPM
Senior Assistant Director
Department of Public Works and
Engineering

END OF DOCUMENT

00911-1
02-01-2004

Document 00910

ADDENDUM NO. 1

Date of Addendum: 1/28/15

PROJECT NAME: Water Line Replacement in Inner Loop North Area

PROJECT NO: WBS No. S-000035-0182-4

BID DATE: February 5, 2015 (There is no change to the Bid Date.)

FROM: J. Timothy Lincoln, P.E., City Engineer
City of Houston, Department of Public Works and Engineering
611 Walker Houston, Texas 77002
Attn: *Tina Yao, P.E.*, Project Manager

TO: Prospective Bidders

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars (|) are provided in the outside margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number below the title block and changes in the Drawing are noted by a revision mark and enclosed in a revision cloud.



ADDENDUM NO. 1

CHANGES TO PROJECT MANUAL

INTRODUCTORY INFORMATION

1. Document 00015 – List of Drawings. Remove the entire document and replace with the Document 00015 – List of Drawings included in the addendum

BID FORMS

2. Document 00410 – Bid Form Parts A & B. Remove the entire document and replace with the Document 00410 – Bid Form Parts A & B included in the addendum

CONDITIONS OF THE CONTRACT

3. Document 00700 – General Conditions. Remove the entire document and replace with the Document 00700 (January 1, 2015 Edition) – General Conditions included in the addendum

SPECIFICATIONS

4. Document 01110 – Summary of Work. Remove the entire document and replace with the Document 01110 – Summary of Work included in the addendum

CHANGES TO DRAWINGS

5. Delete Sheets 1, 2, 7, 49, 50, 51, 151, 162 and 180 and replace with the revised sheets included in this addendum

CLARIFICATIONS

1. The Revised Engineer's Cost Estimate for the project is \$3,899,690.00
2. Request for Bid Information 1: Can the replacement material for this project be HDPE and if proposals that include rehab via pre-chlorinated pipe bursting will be considered among the bids submitted for this project?

Response: (a) HDPE is not an approved pipe material for 20-inch and smaller water line replacement construction. Please refer to the City of Houston's Approved Water Products at the following link for more details.

<http://edocs.publicworks.houstontx.gov/engineering-and-construction/approved-products-and-product-approval-committee/approved-water-products.html>

(b) Pipe bursting method is not applicable for this project as the alignments of existing and proposed water lines are different. The existing water line should be in service until the proposed water line is tested and chlorinated and all the service connections are transferred to the new water line.

END OF ADDENDUM NO. 1

DATED:



Ravi Kaleyatodi, P.E., CPM

Senior Assistant Director

Department of Public Works and
Engineering

ml
Ken
AD

END OF DOCUMENT

Document 00015

LIST OF DRAWINGS

<u>Sheet No.</u>	<u>Drawing Title</u>
1	COVER SHEET
2	DRAWING INDEX
3	LEGEND & ABBREVIATIONS
4	GENERAL NOTES
5	OVERALL LAYOUT SHEET (1 OF 6)
6	OVERALL LAYOUT SHEET (2 OF 6)
7	OVERALL LAYOUT SHEET (3 OF 6)
8	OVERALL LAYOUT SHEET (4 OF 6)
9	OVERALL LAYOUT SHEET (5 OF 6)
10	OVERALL LAYOUT SHEET (6 OF 6)
11	SURVEY CONTROL MAP (1 OF 19)
12	SURVEY CONTROL MAP (2 OF 19)
13	SURVEY CONTROL MAP (3 OF 19)
14	SURVEY CONTROL MAP (4 OF 19)
15	SURVEY CONTROL MAP (5 OF 19)
16	SURVEY CONTROL MAP (6 OF 19)
17	SURVEY CONTROL MAP (7 OF 19)
18	SURVEY CONTROL MAP (8 OF 19)
19	SURVEY CONTROL MAP (9 OF 19)
19A	SURVEY CONTROL MAP (10 OF 19)
20	SURVEY CONTROL MAP (11 OF 19)
21	SURVEY CONTROL MAP (12 OF 19)
22	SURVEY CONTROL MAP (13 OF 19)
23	SURVEY CONTROL MAP (14 OF 19)
24	SURVEY CONTROL MAP (15 OF 19)
25	SURVEY CONTROL MAP (16 OF 19)
26	SURVEY CONTROL MAP (17 OF 19)
27	SURVEY CONTROL MAP (18 OF 19)
28	SURVEY CONTROL MAP (19 OF 19)
29	AURORA STA 0+00 TO 5+00 (SHT 1 OF 4)
30	AURORA STA 5+00 TO 10+00 (SHT 2 OF 4)
31	AURORA STA 10+00 TO 15+00 (SHT 3 OF 4)
32	AURORA STA 15+00 TO 20+00 (SHT 4 OF 4)

00015-1
02-01-2004

<u>Sheet No.</u>	<u>Drawing Title</u>
33	E. 22ND STA 0+00 TO 2+40
34	W. 20TH STA 0+00 TO 5+00 (SHT 1 OF 8)
35	E. 20TH STA 5+00 TO 10+00 (SHT 2 OF 8)
36	E. 20TH STA 10+00 TO 15+00 (SHT 3 OF 8)
37	E. 20TH STA 15+00 TO 19+00 (SHT 4 OF 8)
38	E. 20TH STA 19+00 TO 24+00 (SHT 5 OF 8)
39	E. 20TH STA 24+00 TO 29+00 (SHT 6 OF 8)
40	E. 20TH STA 29+00 TO 33+00 (SHT 7 OF 8)
41	E. 20TH STA 33+00 TO 37+50 (SHT 8 OF 8)
42	E. 18TH STA 0+00 TO 5+00 (SHT 1 OF 5)
43	E. 18TH STA 5+00 TO 10+00 (SHT 2 OF 5)
44	E. 18TH STA 10+00 TO 15+00 (SHT 3 OF 5)
45	E. 18TH STA 15+00 TO 19+00 (SHT 4 OF 5)
46	E. 18TH STA 19+00 TO 20+50 (SHT 5 OF 5)
47	E. 16TH STA 0+00 TO 5+00 (SHT 1 OF 2)
48	E. 16TH STA 5+00 TO 9+00 (SHT 2 OF 2)
49	E. 12 1/2 STA 0+00 TO 5+00 (SHT 1 OF 3) (NOT USED)
50	E. 12 1/2 STA 5+00 TO 10+00 (SHT 2 OF 3) (NOT USED)
51	E. 12 1/2 STA 10+00 TO 15+00 (SHT 3 OF 3) (NOT USED)
52	HARVARD STREET STA 0+00 TO 5+00 (SHT 1 OF 4)
53	HARVARD STREET 5+00 TO 10+00 (SHT 2 OF 4)
54	HARVARD STREET 10+00 TO 15+00 (SHT 3 OF 4)
55	HARVARD STREET 15+00 TO 16+50 (SHT 4 OF 4)
56	CORTLAND (NORTH) STA 0+00 TO 5+00 (SHT 1 OF 2)
57	CORTLAND (NORTH) STA 5+00 TO 8+50 (SHT 2 OF 2)
58	CORTLAND (SOUTH) STA 0+00 TO 3+00 (SHT 1 OF 2)
59	CORTLAND (SOUTH) STA 3+00 TO 6+00 (SHT 2 OF 2)
60	ARLINGTON (SOUTH) ST STA 0+00 TO 5+00 (SHT 1 OF 6)
61	ARLINGTON (SOUTH) ST STA 5+00 TO 10+00 (SHT 2 OF 6)
62	ARLINGTON (SOUTH) ST STA 10+00 TO 15+00 (SHT 3 OF 6)
63	ARLINGTON (SOUTH) ST STA 15+00 TO 20+00 (SHT 4 OF 6)
64	ARLINGTON (SOUTH) ST STA 20+00 TO 25+00 (SHT 5 OF 6)
65	ARLINGTON (SOUTH) ST STA 25+00 TO 30+00 (SHT 6 OF 6)
66	ARLINGTON ST STA 41+00+00 TO 46+00 (SHT 1 OF 2)
67	ARLINGTON ST STA 46+00 TO 50+00 (SHT 2 OF 2)
68	ARLINGTON (NORTH) ST STA 60+00 TO 65+00 (SHT 1 OF 5)
69	ARLINGTON (NORTH) ST STA 65+00 TO 69+00 (SHT 2 OF 5)
70	ARLINGTON (NORTH) ST STA 69+00 TO 73+50 (SHT 3 OF 5)

<u>Sheet No.</u>	<u>Drawing Title</u>
71	ARLINGTON (NORTH) ST STA 73+50 TO 78+00 (SHT 4 OF 5)
72	ARLINGTON (NORTH) ST STA 78+00 TO 83+00 (SHT 5 OF 5)
73	OXFORD STREET STA 0+00 TO 5+00 (SHT 1 OF 5)
74	OXFORD STREET STA 5+00 TO 10+00 (SHT 2 OF 5)
75	OXFORD STREET STA 10+00 TO 15+00 (SHT 3 OF 5)
76	OXFORD STREET STA 15+00 TO 20+00 (SHT 4 OF 5)
77	OXFORD STREET STA 20+00 TO 22+50 (SHT 5 OF 5)
78	SHELDON STA 0+00 TO 3+10 (SHT 1 OF 1)
79	E. 29TH STA 0+00 TO 4+00 (SHT 1 OF 2)
80	E. 29TH STA 4+00 TO 6+00 (SHT 2 OF 2)
81	E. 28TH STA 1+00 TO 5+65
82	E. 27TH STA 0+00 TO 5+45
83	EASTMAN (SOUTH) STA 0+00 TO 4+90
84	EASTMAN (NORTH) STA 6+00 TO 10+50 (SHT 1 OF 2)
85	EASTMAN (SOUTH) STA 10+50 TO 13+85 (SHT 2 OF 2)
86	SERVICE STA 1+00 TO 4+50 (SHT 1 OF 3)
87	SERVICE STA 4+50 TO 9+00 (SHT 2 OF 3)
88	SERVICE STA 9+00 TO 14+00 (SHT 3 OF 3)
89	LULA STA 0+00 TO 4+40.80
90	SAMUEL STA 0+00 TO 4+00
91	ANGELINE STA 1+00 TO 5+00 (SHT 1 OF 2)
92	ANGELINE STA 5+00 TO 8+15 (SHT 2 OF 2)
93	WALTON STA 1+00 TO 4+70
94	TABOR (SOUTH) STA 1+00 TO 4+00 (SHT 1 OF 2)
95	TABOR (SOUTH) STA 4+00 TO 6+32.27 (SHT 2 OF 2)
96	TABOR STA 6+32.27 TO 10+35
97	TABOR STA (NORTH) 11+00 TO 15+00
98	LENARD STA 0+00 TO 4+00
99	LINK STA 1+00 TO 6+00 (SHT 1 OF 5)
100	LINK STA 6+00 TO 11+00 (PLAN) (SHT 2 OF 5)
101	LINK STA 6+00 TO 11+00 (PROFILE) (SHT 3 OF 5)
102	LINK STA 11+00 TO 13+85 (SHT 4 OF 5)
103	LINK STA 13+85 TO 17+00 (SHT 5 OF 5)
104	ENID STA 0+00 TO 5+00 (PLAN) (SHT 1 OF 5)
105	ENID STA 0+00 TO 5+00 (PROFILE) (SHT 2 OF 5)
106	ENID STA 5+00 TO 9+00 (SHT 3 OF 5)
107	ENID STA 9+00 TO 13+00 (SHT 4 OF 5)
108	ENID STA 13+00 TO 15+50 (SHT 5 OF 5)

00015-3
02-01-2004

<u>Sheet No.</u>	<u>Drawing Title</u>
109	EICHWURZEL (WEST) STA 0+00 TO 3+30
110	EICHWURZEL (EAST) STA 0+00 TO 5+00 (SHT 1 OF 3)
111	EICHWURZEL (EAST) STA 5+00 TO 10+00 (SHT 2 OF 3)
112	EICHWURZEL (EAST) STA 10+00 TO 13+60 (SHT 3 OF 3)
113	DANNA STA 0+00 TO 4+70
114	ROBERT LEE (WEST) STA 1+00 TO 4+60
115	ROBERT LEE (EAST) STA 6+00 TO 10+50 (SHT 1 OF 3)
116	ROBERT LEE (EAST) STA 10+50 TO 14+00 (SHT 2 OF 3)
117	ROBERT LEE (EAST) STA 14+00 TO 17+05 (SHT 3 OF 3)
118	ANGELO STA 1+00 TO 4+50 (SHT 1 OF 2)
119	ANGELO STA 4+50 TO 7+75 (SHT 2 OF 2)
120	KARCHER STA 0+00 TO 4+50 (SHT 1 OF 3)
121	KARCHER STA 4+50 TO 9+00 (SHT 2 OF 3)
122	KARCHER STA 9+00 TO 11+92 (SHT 3 OF 3)
123	DUNLOP STA 0+00 TO 4+50 (SHT 1 OF 2)
124	DUNLOP STA 4+50 TO 9+35 (SHT 2 OF 2)
125	WYNNE STA 1+00 TO 5+00 (SHT 1 OF 3)
126	WYNNE STA 5+00 TO 9+00 (SHT 2 OF 3)
127	WYNNE STA 9+00 TO 11+65 (SHT 3 OF 3)
128	TARVER STA 0+00 TO 1+50
129	I-45 FRONTAGE STA 1+00 TO 6+00 (SHT 1 OF 4)
130	I-45 FRONTAGE STA 6+00 TO 10+00 (SHT 2 OF 4)
131	I-45 FRONTAGE STA 10+00 TO 14+00 (SHT 3 OF 4)
132	I-45 FRONTAGE STA 14+00 TO 19+00 (SHT 4 OF 4)
133	DELANEY STA 0+00 TO 5+00 (SHT 1 OF 2)
134	DELANEY STA 5+00 TO 9+80 (SHT 2 OF 2)
135	LEON STA 1+00 TO 5+15
136	NELWYN STA 1+00 TO 3+95
137	NANCY ANN STA 1+00 TO 3+45
138	COH WATER LINE DETAILS (SHT 1 OF 11)
139	COH WATER LINE DETAILS (SHT 2 OF 11)
140	COH PAVING DETAILS (SHT 3 OF 11)
141	COH WATER LINE DETAILS (SHT 4 OF 11)
142	COH STANDARD STREET CUT PAVEMENT REPLACEMENT DETAILS (SHT 5 OF 11)
143	COH STANDARD PAVEMENT MARKING DETAILS (SHT 6 OF 11)
144	COH STANDARD CONSTRUCTION SIGN DETAILS (SHT 7 OF 11)

<u>Sheet No.</u>	<u>Drawing Title</u>
145	ENID STREET @ LITTLE WHITE OAK BAYOU AERIAL CROSSING DETAILS (SHT 8 OF 11)
146	EXPRESS REVIEW SHEET (SHT 9 OF 11)
147	HCFCO CONCRETE CHANNEL LINING DETAILS (SHT 10 OF 11)
148	LINK ROAD @ LITTLE WHITE OAK BAYOU WATER LINE CROSSING DETAILS (SHT 11 OF 11)
149	STORM WATER POLLUTION PREVENTION PLAN (SHT 1 OF 7)
150	STORM WATER POLLUTION PREVENTION PLAN (SHT 2 OF 7)
151	STORM WATER POLLUTION PREVENTION PLAN (SHT 3 OF 7)
152	STORM WATER POLLUTION PREVENTION PLAN (SHT 4 OF 7)
153	STORM WATER POLLUTION PREVENTION PLAN (SHT 5 OF 7)
154	STORM WATER POLLUTION PREVENTION PLAN (SHT 6 OF 7)
155	STORM WATER POLLUTION PREVENTION PLAN (SHT 7 OF 7)
156	TRAFFIC CONTROL PLAN (1 OF 21)
157	TRAFFIC CONTROL PLAN (2 OF 21)
158	TRAFFIC CONTROL PLAN (3 OF 21)
159	TRAFFIC CONTROL PLAN (4 OF 21)
160	TRAFFIC CONTROL PLAN (5 OF 21)
161	TRAFFIC CONTROL PLAN (6 OF 21)
162	TRAFFIC CONTROL PLAN (7 OF 21)
163	TRAFFIC CONTROL PLAN (8 OF 21)
164	TRAFFIC CONTROL PLAN (9 OF 21)
165	TRAFFIC CONTROL PLAN (10 OF 21)
166	TRAFFIC CONTROL PLAN (11 OF 21)
167	TRAFFIC CONTROL PLAN (12 OF 21)
168	TRAFFIC CONTROL PLAN (13 OF 21)
169	TRAFFIC CONTROL PLAN (14 OF 21)
170	TRAFFIC CONTROL PLAN (15 OF 21)
171	TRAFFIC CONTROL PLAN (16 OF 21)
172	TRAFFIC CONTROL PLAN (17 OF 21)
173	TRAFFIC CONTROL PLAN (18 OF 21)
174	TRAFFIC CONTROL PLAN (19 OF 21)
175	TRAFFIC CONTROL PLAN (20 OF 21)
176	TRAFFIC CONTROL PLAN (21 OF 21)
177	TREE PROTECTION PLAN (1 OF 21)
178	TREE PROTECTION PLAN (2 OF 21)
179	TREE PROTECTION PLAN (3 OF 21)

00015-5
02-01-2004

<u>Sheet No.</u>	<u>Drawing Title</u>
180	TREE PROTECTION PLAN (4 OF 21) (NOT USED)
181	TREE PROTECTION PLAN (5 OF 21)
182	TREE PROTECTION PLAN (6 OF 21)
183	TREE PROTECTION PLAN (7 OF 21)
184	TREE PROTECTION PLAN (8 OF 21)
185	TREE PROTECTION PLAN (9 OF 21)
186	TREE PROTECTION PLAN (10 OF 21)
187	TREE PROTECTION PLAN (11 OF 21)
188	TREE PROTECTION PLAN (12 OF 21)
189	TREE PROTECTION PLAN (13 OF 21)
190	TREE PROTECTION PLAN (14 OF 21)
191	TREE PROTECTION PLAN (15 OF 21)
192	TREE PROTECTION PLAN (16 OF 21)
193	TREE PROTECTION PLAN (17 OF 21)
194	TREE PROTECTION PLAN (18 OF 21)
195	TREE PROTECTION PLAN (19 OF 21)
196	TREE PROTECTION PLAN (20 OF 21)
197	TREE PROTECTION PLAN (21 OF 21)

END OF DOCUMENT

Document 00410A

BID FORM – PART A

To: **The Honorable Mayor and City Council of the City of Houston
City Hall Annex
900 Bagby Street
Houston, Texas 77002**

Project: Water Line Replacement in Inner Loop North Area

Project No.: WBS No. S-000035-0182-4

Bidder: _____
(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

A. OFFER

- A. Total Bid Price:** Having examined the Project location and all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document
- B. Security Deposit:** Included with the Bid is a Security Deposit in the amount of 10 percent of the Total Bid Price subject to terms described in Document 00200 – Instructions to Bidders.
- C. Period for Bid Acceptance:** This offer is open to acceptance and is irrevocable for 90 days from Bid Date. That period may be extended by mutual written agreement of the City and Bidder.
- D. Addenda:** All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price.
- E. Bid Supplements:** The following documents are attached:
- Security Deposit (*as defined in Document 00200 – Instructions to Bidders*)
 - Document 00450 - Bidder's Statement of MWSBE Status
 - Document 00452 - Contractor's Submission List - Fair Campaign Ordinance Form A
 - Document 00453 – Bidder's Statement of Residency (*not required for AIP funded project*)
 - Document 00454 - Affidavit of Non-interest
 - Document 00455 - Affidavit of Ownership or Control
 - Document 00456 - Bidder's Certificate of Compliance with Buy American Program (*required for AIP funded project*)
 - Document 00457 – Conflicts of Interest Questionnaire (CIQ)
 - Document 00458 - Bidder's Certificate Regarding Foreign Trade Restriction (*required for AIP funded project*)
 - Document 00459 - Contractor's Statement Regarding Previous Contracts Subject to EEO (*required for AIP funded project*)
 - Document 00460 – Pay or Play Acknowledgement Form (POP 1-A)

- Document 00470 – Bidder’s MWSBE Participation Plan *(required unless no MWSBE participation goal is provided in Document 00800 (the “Goal”).*
- Document 00471 – Bidder’s Record of Good Faith Efforts *(required if the goal in Bidder’s Participation Plan–Document 00470 is lower than the Goal).*
- Document 00472 – Bidder’s Goal Deviation Request *(required if the goal in Bidder’s Participation Plan–Document 00470 is lower than the Goal).*
- Others as listed: _____

B. CONTRACT TIME

If offer is accepted, Contractor shall achieve Date of Substantial Completion within 380 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

Document 00410B

BID FORM – PART B

1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

A. STIPULATED PRICE: **\$0.00 (N/A)**
(Total Bid Price; minus Base Unit Prices, Extra Unit Prices, Cash Allowances and All Alternates, if any)

C. BASE UNIT PRICE TABLE:

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
1	01502	Mobilization	LS	1	\$149,000.00 ⁽¹⁾	\$149,000.00 ⁽¹⁾
2	01555	Flagmen	LS	1	\$30,000.00 ⁽²⁾	\$30,000.00 ⁽²⁾
3	01555	Traffic Control and Regulation	LS	1	\$29,000.00 ⁽²⁾	\$29,000.00 ⁽²⁾
4	01562	Tree and Plant Protection	LS	1	\$22,500.00 ⁽²⁾	\$22,500.00 ⁽²⁾
5	01570	Filter Fabric Fence	LF	17,000		
6	01570	Reinforced Filter Fabric Fence	LF	1,700		
7	01570	Bagged Gravel Barrier	LF	340		
8	01570	Inlet Protection Barriers	LF	340		
9	01740	Site Restoration	LF	40,015	\$5.00 ⁽²⁾	\$200,075.00 ⁽²⁾
10	02105	Preparatory work for sampling and analysis within limits of PPCA	LS	1		
11	02120	Transportation and disposal of Class I soils	CY	250		

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
12	02120	Transportation and disposal of Class II soils	CY	155		
13	02221	Removing and disposing of Asphaltic pavements (all thickness, w/ or w/o Asphalt, including base & subgrade, w/ or w/o curb all depths)	SY	2,040		
14	02221	Removing and disposing of Asphaltic pavements (all thickness, w/ or w/o Asphalt, including base & subgrade, w/ or w/o curb all depths) within limits of PPCA	SY	119		
15	02221	Removing and disposing of Concrete pavements (all thickness, w/ or w/o Asphalt, including base & subgrade, w/ or w/o curb all depths)	SY	598		
16	02221	Removing and disposing of existing pipe bridge including piles @ Enid Road across HCFCD Unit E101-00-00	LS	1		
17	02511	4-inch diameter water line by trenchless construction	LF	220		
18	02511	4-inch diameter water line by trenchless construction, DIP, restrained joints	LF	55		
19	02511	4-inch diameter water line by trenchless construction within limits of PPCA	LF	50		
20	02511	6-inch diameter water line by trenchless construction	LF	3,665		
21	02511	6-inch diameter water line by trenchless construction, restrained joints	LF	20		
22	02511	6-inch diameter water line by trenchless construction, DIP, restrained joints	LF	420		
23	02511	6-inch diameter water line by trenchless construction, DIP, restrained joints within limits of PPCA	LF	340		
24	02511	8-inch diameter water line by trenchless construction	LF	23,315		
25	02511	8-inch diameter water line by trenchless construction, restrained joints	LF	315		

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
26	02511	8-inch diameter water line by trenchless construction, DIP, restrained joints	LF	3,845		
27	02511	8-inch diameter water line by trenchless construction, DIP, restrained joints, within limits of PPCA	LF	240		
28	02511/ 02502	8-inch diameter water line with restrained joints in 16-inch steel casing	LF	625		
29	02511/ 02502	8-inch diameter steel water line Aerial Crossing	LF	470		
30	02511	12-inch diameter water line by trenchless construction	LF	4,980		
31	02511	12-inch diameter water line by trenchless construction, restrained joints	LF	150		
32	02511	12-inch diameter water line by open cut, DIP, restrained joints	LF	1,305		
33	02511	Pipe Support @ Link Road; HCFC Unit E101-00-00 (Aerial Crossing)	EA	1		
34	02511	Pipe Support Structure including pipe guards @ Enid Road; HCFC Unit E101-00-00 (Aerial Crossing)	EA	1		
35	02511	6-inch plug & clamp	EA	5		
36	02511	6-inch plug & clamp within limits of PPCA	EA	3		
37	02511	4-inch plug & clamp	EA	1		
38	02512	3/4-inch through 1-inch diameter water taps and copper service line with meter box, short side	EA	327		
39	02512	3/4-inch through 1-inch diameter water taps and copper service line with meter box, long side	EA	284		
40	02512	3/4-inch through 1-inch diameter water taps and copper service line with meter box, extra-long	EA	1		

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
41	02512	3/4-inch through 1-inch diameter water taps and copper service line with meter box, short side within limits of PPCA	EA	6		
42	02512	3/4-inch through 1-inch diameter water taps and copper service line with meter box, long side within limits of PPCA	EA	8		
43	02512	1-1/2-inch through 2-inch diameter water taps and copper service line with meter box, short side	EA	2		
44	02512	1-1/2-inch through 2-inch diameter water taps and copper service line with meter box, long side	EA	1		
45	02513	4-inch diameter Wet Connections	EA	3		
46	02513	4-inch diameter Wet Connections within limits of PPCA	EA	1		
47	02513	6-inch diameter Wet Connections	EA	8		
48	02513	8-inch diameter Wet Connections	EA	26		
49	02513	12-inch diameter Wet Connections	EA	6		
50	02516	Cut, plug, and abandon existing 3/4-inch diameter water main	EA	1		
51	02516	Cut, plug, and abandon existing 2-inch diameter water main	EA	17		
52	02516	Cut, plug, and abandon existing 4-inch diameter water main	EA	5		
53	02516	Cut, plug, and abandon existing 6-inch diameter water main	EA	20		
54	02516	Cut, plug, and abandon existing 8-inch diameter water main	EA	43		
55	02516	Cut, plug, and abandon existing 12-inch diameter water main	EA	10		
56	02516	Cut, plug, and abandon existing 20-inch diameter water main	EA	1		

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
57	02516	Cut, plug, and abandon existing 4-inch diameter water main within limits of PPCA	EA	1		
58	02516	Cut, plug, and abandon existing 6-inch diameter water main within limits of PPCA	EA	1		
59	02516	Cut, plug, and abandon existing 8-inch diameter water main within limits of PPCA	EA	1		
60	02520	Fire hydrant assembly, all depths, including 6-inch diameter gate valve and box	EA	75		
61	02520	6-inch diameter fire hydrant branch by open-cut	LF	370		
62	02520	6-inch diameter fire hydrant branch by trenchless construction	LF	80		
63	02520	Fire hydrant assembly, all depths, including 6-inch diameter gate valve and box within limits of PPCA	EA	3		
64	02520	6-inch diameter fire hydrant branch by open-cut within limits of PPCA	LF	15		
65	02520	Removal and Salvage of existing fire hydrant	EA	36		
66	02520	Removal and Salvage of existing fire hydrant within limits of PPCA	EA	1		
67	02521	2-inch blow off valve with box	EA	1		
68	02525	4-inch by 4-inch diameter tapping sleeve and valve with box	EA	1		
69	02525	6-inch by 6-inch diameter tapping sleeve and valve with box	EA	2		
70	02525	8-inch by 6-inch diameter tapping sleeve and valve with box	EA	1		
71	02525	8-inch by 8-inch diameter tapping sleeve and valve with box	EA	24		
72	02525	8-inch by 8-inch diameter tapping sleeve and valve with box within limits of PPCA	EA	1		

Item No.	Spec Ref.	Base Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
73	02525	12-inch by 6-inch diameter tapping sleeve and valve with box	EA	1		
74	02525	12-inch by 8-inch diameter tapping sleeve and valve with box	EA	6		
75	02525	12-inch by 12-inch diameter tapping sleeve and valve with box	EA	2		
76	02525	16-inch by 8-inch diameter tapping sleeve and valve with box	EA	1		
77	02525	20-inch by 6-inch diameter tapping sleeve and valve with box	EA	1		
78	02525	20-inch by 8-inch diameter tapping sleeve and valve with box	EA	7		
79	02741	Asphalt pavement (all thickness, base and subgrade)	SY	2,040		
80	02741	Asphalt pavement (all thickness, base and subgrade) within limits of PPCA	SY	119		
81	02751	Concrete pavement (all thickness, including reinforcement, asphaltic surfacing, base and subgrade)	SY	598		
82	02915	Plant 4-inch tree with 100 gallon container	EA	5		
83	02364 (HCFCD)	Filter dam	LF	55		
84	02376 (HCFCD)	Concrete Lining for Little White Oak Bayou @ Enid Road Aerial Crossing, 5-inch thick	SY	467		
TOTAL BASE UNIT PRICES						\$ _____

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C. EXTRA UNIT PRICE TABLE:

Item No.	Spec Ref.	Extra Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
85	02318	Excavation Around Obstructions	CY	200		
					\$15.00 ⁽²⁾	\$3,000.00 ⁽²⁾
86	02318	Extra Hand Excavation	CY	200		
					\$20.00 ⁽²⁾	\$4,000.00 ⁽²⁾
87	02318	Extra Machine Excavation	CY	200		
					\$15.00 ⁽²⁾	\$3,000.00 ⁽²⁾
88	02318	Extra Placement of Backfill Material	CY	400		
					\$15.00 ⁽²⁾	\$6,000.00 ⁽²⁾
89	02318	Extra Cement Stabilized Backfill Material	CY	400		
					\$25.00 ⁽²⁾	\$10,000.00 ⁽²⁾
<u>TOTAL EXTRA UNIT PRICES</u>						
						\$26,000.00 ⁽²⁾

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D. CASH ALLOWANCE TABLE:

Item No.	Spec Ref.	Cash Allowance Short Title	Cash Allowance in figures ⁽¹⁾
1	01110	Street Cut Permit Fee	\$14,700.00
2	01110	Floodplain Development Permit Fee	\$3,000.00
3	01110	HCFCF Permit Fee	\$500.00
4	01110	HCFCF Surety Bond Fee	\$5,000.00
<u>TOTAL CASH ALLOWANCES</u>			\$23,200.00

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E. ALTERNATES TABLE:

Item No.	Spec Ref.	Alternate Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total Price for Alternate in figures
N/A		N/A				\$0.00
<u>TOTAL ALTERNATES</u>						\$0.00

REST OF PAGE INTENTIONALLY LEFT BLANK

F. TOTAL BID PRICE:

(Add Totals for Items A., B., C., D., and E. above)

\$ _____

2.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder:

(Print or type full name of your proprietorship, partnership, corporation, or joint venture.*)

** By:

Signature

Date

Name:

(Print or type name)

Title

Address:

(Mailing)

(Street, if different)

Telephone and Fax Number:

(Print or type numbers)

- * If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.
- ** Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

Footnotes for Tables B through E:

- (1) Fixed Unit Price determined prior to Bid. Cannot be adjusted by the Bidder.
- (2) Minimum Bid Price determined prior to Bid. Can be increased by the Bidder by crossing out the Minimum and noting revised price on the line above.
- (3) Maximum Bid Price determined prior to Bid. Can be decreased but not increased by Bidder by crossing out the Maximum and noting revised price on the line above. A Bid that increases the Maximum Bid Price may be found non-conforming and non-responsive.
- (4) Fixed Range Bid Price determined prior to Bid. Unit Price can be adjusted by Bidder to any amount within the range defined by crossing out prices noted and noting revised price on the line above.

List of Changes:

- 02-04-2005: Added new Paragraph 3.25.1.3 concerning strict liability. Edited Paragraph 3.25.1.1 accordingly. Edited Paragraph 9.6.1.4 to remove the words "retainage of".*
- 08-15-2006: Revised many references to Section(s) to read Paragraph(s). Added Small Business Enterprise (SBE) requirement to Paragraphs 3.5.3, 3.5.3.1, 3.5.3.2 and 3.5.3.3.*
- 08-17-2006: Added new Paragraphs 5.2.4, 5.2.5, 9.2.1 and 9.4.2 concerning prompt payment provisions.*
- 10-10-2006: Added new Paragraphs 9.7.1.8, 9.7.1.9 concerning prompt payment provisions. Changed 9.8.1 to "20 days", and added language to 9.8.2 concerning "7 calendar days" and payment disputes.*
- 03-10-2008: Revised Table 1 after 11.2.11 (Installation Floater), and expanded Paragraph 11.5.1 on Maintenance Bonds.*
- 09-10-2008: Revised 5.2.5[sic] on page 17 to read 5.2.4.*
- 10-24-2008: Revised many sections to include or amend numbering.*
- 08-01-2009: Amended 1.1.6., definition of City Engineer. Amended 2.2 to say "Duties" and added 2.2.2 stating that the contract imposes no implied duty on City. Added 3.5.4 concerning Contractor Participation in the Pay or Play Program. Added 3.28 pertaining to Contractor Debt. Amended 4.1.2 to prohibit the City Engineer from delegating signature authority under 4.4. Amended 4.1.11 stating that City owes no duty to Contractor not stated in contract. Amended 4.3.2 to delete second sentence concerning City Engineers decision as a condition precedent to litigation. Amended 4.6 to require both parties to wave claims, attorney fees, and interest. Amended 11.2.6 to require Contractor to notify the City of any Insurance Policy cancelation or modification. Amended 11.2.8 to exempt Workers' Compensation coverage from certain documentation requirements. Amended Table 1 after 11.2.11 to specify automobile coverage requirements. Added 11.3.3 to address content requirements on Certificates of Insurance. Added 13.3.2 to extend joint and several liability to any series, affiliate, subsidiary, or successor to which Contractor assigns or transfers assets. Amended throughout to standardize references to Sections (x.x), Paragraphs (x.x.x), and Subparagraphs (x.x.x.x and below).*
- 01-15-2010: Amended Sections 4.4 and 4.6 concerning written decisions, findings of fact, and hearings by the City engineer, precedent to litigation, and interest under Chapter 2251 of the Texas Local Government Code. Removed Section 4.5 NON-BONDING MEDIATION and renumbered and renamed Section 4.6 as 4.5 CONDITION PRECEDENT TO SUIT; WAIVER OF ATTORNEY FEES AND INTEREST.*
- 05-01-2010: Amended Subsection 1.1.5 to change "municipal corporation" to "home rule municipality". Amended Subsection 3.9.1.1 to reflect change from Low Sulfur Deisel Fuel (500 ppm) to Ultra Low Sulfur Fuel (15 ppm).*
- 12-07-2010: Amended Section 14.1.1.5 to mirror change in Section 3.9.1.1; Low Sulfur Diesel Fuel was changed to Ultra Low Sulfur Fuel.*
- 12-09-2010: Amended Section 4.5 (and Table of Contents) by adding "Interim Payment Waiver & Release" language from Document 00850. Amended Subsection 11.3 to include new insurance requirements.*
- 12-10-2010: Inserted phrase into definition of Claim (§1.1.7) defining what a Claim can constitute*

- 01-14-2011: *Insertion of terms "Business Enterprise" and "Business Enterprise Policy" into definition section (§1.1) and insertion of those terms in §3.5, as appropriate, and deletion of old §3.5.3*
- 01-18-2011: *Renaming of §4.5; renumbering of Table of Contents due to introduction of "Interim Payment Waiver & Release" as a separate section (§4.6)*
- 01-31-2011: *Edit of Section 4.6, Interim Payment Waiver & Release" to reflect language suggestions of Litigation Division of Legal Dept.*
- 02-09-2011: *Edit of language in definitions of "Business Enterprise" and "Business Enterprise Policy"*
- 10-12-2011: *Amended Section 8.2, related to delays and extensions of time, to strengthen language suggested in 2011 Construction Law CLE.*
- 10-19-2011: *General reformatting of entire document for consistency; updating of header re: date; insertion of "Mayor's Office of Business Opportunity", as appropriate, to reflect name change*
- 10-27-2011: *Added a definition for "Mayor's Office of Business Opportunity"; amended Section 8.2.2 to refer to Section 4.3.6.2; replaced MWBE with "Business Enterprise", where appropriate; added "persons, or entities" to Section 5.1 to broaden applicable provisions; updated issue date to proposed Issue date of November 1, 2011.*
- 10-31-2011: *edited definition of "Business Enterprise"*
- 07-01-2013: *Edited Section 3.5.3 to remove the binding arbitration requirement for contractor and subcontractor claims, per change in Office of Business Opportunity policy.*
- 07-25-2013: *Removed Section 4.5.1, regarding conditions precedent to suit.*
- 11-01-2014: *Changed Section 3.5.2 to reflect a move away from arbitration to mediation to resolve subcontractor disputes; removed requirement for City Engineer's decision before a suit may be brought from Section 4.5.2; included language in Section 5.1.3 requiring submission of written contracts with Subcontractors within 30 days of Notice to Proceed issuance; changed Section 11.2 to reflect required insurance coverages updated for new fiscal year; added more explicit language regarding the City's Additional Insured status in Section 11.2.4 ("Insured Parties") and the City's waiver of subrogation requirement in Section 11.2.7 ("Subrogation").*
- 01-01-2015: *Changed the Automobile Insurance requirement from \$2,000,000 to \$1,000,000.*

Document 00700

GENERAL CONDITIONS

January 1, 2015 EDITION

TABLE OF ARTICLES

- | | |
|--------------------------------------------------------|-----------------------------------------------|
| 1. GENERAL PROVISIONS | 8. TIME |
| 2. THE CITY | 9. PAYMENTS AND COMPLETION |
| 3. CONTRACTOR | 10. SAFETY PRECAUTIONS |
| 4. ADMINISTRATION OF THE CONTRACT | 11. INSURANCE AND BONDS |
| 5. SUBCONTRACTORS AND SUPPLIERS | 12. UNCOVERING AND CORRECTION OF THE WORK |
| 6. CONSTRUCTION BY THE CITY OR BY SEPARATE CONTRACTORS | 13. MISCELLANEOUS PROVISIONS |
| 7. CHANGES IN THE WORK | 14. TERMINATION OR SUSPENSION OF THE CONTRACT |

ARTICLE 1 - GENERAL PROVISIONS	3	ARTICLE 4 - ADMINISTRATION OF THE CONTRACT.....	16
1.1 DEFINITIONS	3	4.1 CONTRACT ADMINISTRATION	16
1.2 EXECUTION, CORRELATION, AND INTENT	5	4.2 COMMUNICATIONS IN ADMINISTRATION OF THE CONTRACT.....	17
1.3 OWNERSHIP AND USE OF DOCUMENTS	6	4.3 CLAIMS AND DISPUTES.....	17
1.4 INTERPRETATION.....	6	4.4 RESOLUTION OF CLAIMS AND DISPUTES.....	18
ARTICLE 2 - THE CITY	6	4.5 CONDITION PRECEDENT TO SUIT; WAIVER OF ATTORNEYFEES AND INTEREST	
2.1 LIMITATIONS OF THE CITY'S OFFICERS AND EMPLOYEES.....	6	4.6 INTERIM PAYMENT WAIVER & RELEASE.....	18
2.2 DUTIES OF THE CITY	6	ARTICLE 5 - SUBCONTRACTORS AND SUPPLIERS.....	19
2.3 AVAILABILITY OF LAND AND USE OF SITE	6	5.1 AWARD OF SUBCONTRACTS OTHER CONTRACTS FOR PORTIONS OF THE WORK.....	19
2.4 THE CITY'S RIGHT TO STOP THE WORK.....	7	5.2 CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.....	19
2.5 THE CITY'S RIGHT TO CARRY OUT WORK	7	ARTICLE 6 - CONSTRUCTION BY THE CITY OR BY SEPARATE CONTRACTORS	19
ARTICLE 3 - CONTRACTOR	7	6.1 THE CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.....	19
3.1 RESPONSIBILITIES	7	6.2 COORDINATION.....	19
3.2 REVIEW OF CONTRACT AND FIELD CONDITIONS BY CONTRACTOR.....	7	6.3 MUTUAL RESPONSIBILITY.....	20
3.3 SUPERVISION AND CONSTRUCTION PROCEDURES.....	7	6.4 THE CITY'S RIGHT TO CLEAN UP	20
3.4 SUPERINTENDENT	8	ARTICLE 7 - CHANGES IN THE WORK.....	20
3.5 LABOR.....	8	7.1 CHANGES	20
3.6 PREVAILING WAGE RATES.....	9	7.2 WORK CHANGE DIRECTIVES.....	20
3.7 LABOR CONDITIONS.....	9	7.3 ADJUSTMENTS IN CONTRACT PRICE	21
3.8 DRUG DETECTION AND DETERRENCE.....	9	7.4 MINOR CHANGES IN THE WORK	22
3.9 MATERIALS & EQUIPMENT	10	ARTICLE 8 - TIME.....	22
3.10 PRODUCT OPTIONS AND SUBSTITUTIONS	10	8.1 PROGRESS AND COMPLETION	22
3.11 CASH ALLOWANCES	11	8.2 DELAYS AND EXTENSIONS OF TIME.....	22
3.12 WARRANTY.....	11	ARTICLE 9 - PAYMENTS AND COMPLETION	23
3.13 TAXES	12	9.1 UNIT PRICE WORK	23
3.14 PERMITS, FEES, AND NOTICES	12	9.2 ESTIMATES FOR PAYMENT, UNIT PRICE WORK	23
3.15 CONSTRUCTION SCHEDULES	12	9.3 STIPULATED PRICE WORK.....	24
3.16 DOCUMENTS AND SAMPLES AT THE SITE.....	12	9.4 APPLICATIONS FOR PAYMENT, STIPULATED PRICE WORK.....	24
3.17 MANUFACTURER'S SPECIFICATIONS	12	9.5 CERTIFICATES FOR PAYMENT	24
3.18 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES	13	9.6 COMPUTATIONS OF CERTIFICATES FOR PAYMENT	24
3.19 CULTURAL RESOURCES AND ENDANGERED SPECIES.....	13	9.7 DECISIONS TO WITHHOLD CERTIFICATION.....	24
3.20 CUTTING AND PATCHING	14	9.8 PROGRESS PAYMENTS.....	25
3.21 CLEANING.....	14	9.9 DATE OF SUBSTANTIAL COMPLETION.....	25
3.22 SANITATION.....	14	9.10 PARTIAL OCCUPANCY OR USE	26
3.23 ACCESS TO WORK AND TO INFORMATION.....	14	9.11 FINAL COMPLETION AND FINAL PAYMENT.....	26
3.24 TRADE SECRETS	14		
3.25 INDEMNIFICATION	14		
3.26 RELEASE AND INDEMNIFICATION – PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT.....	15		
3.27 INDEMNIFICATION PROCEDURES.....	15		
3.28 CONTRACTOR DEBT	15		

9.12	LIQUIDATED DAMAGES.....	27
ARTICLE 10 - SAFETY PRECAUTIONS..... 27		
10.1	SAFETY PROGRAMS.....	27
10.2	POLLUTANTS AND POLLUTANT FACILITIES.....	27
10.3	SAFETY OF THE ENVIRONMENT, PERSONS, AND PROPERTY	28
10.4	EMERGENCIES.....	28
ARTICLE 11 - INSURANCE AND BONDS 28		
11.1	GENERAL INSURANCE REQUIREMENTS	28
11.2	INSURANCE TO BE PROVIDED BY CONTRACTOR.....	29
11.3	PROOF OF INSURANCE	32
11.4	PERFORMANCE AND PAYMENT BONDS.....	33
11.5	MAINTENANCE BONDS	33
11.6	SURETY	33
11.7	DELIVERY OF BONDS.....	34
ARTICLE 12 - UNCOVERING AND CORRECTION OF THE WORK..... 34		
12.1	UNCOVERING OF THE WORK	34
12.2	CORRECTION OF THE WORK.....	34
12.3	ACCEPTANCE OF NONCONFORMING WORK....	34
ARTICLE 13 - MISCELLANEOUS PROVISIONS..... 34		
13.1	GOVERNING LAWS.....	34
13.2	SUCCESSORS.....	35
13.3	BUSINESS STRUCTURE AND ASSIGNMENTS ...	35
13.4	WRITTEN NOTICE	35
13.5	RIGHTS AND REMEDIES	35
13.6	TESTS AND INSPECTIONS.....	35
13.7	INTEREST	35
13.8	PARTIES IN INTEREST	36
13.9	ENTIRE CONTRACT.....	36
13.10	WRITTEN AMENDMENT.....	36
13.11	COMPLIANCE WITH LAWS.....	36
13.12	SEVERABILITY.....	35
ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT 36		
14.1	TERMINATION BY THE CITY FOR CAUSE	36
14.2	TERMINATION BY THE CITY FOR CONVENIENCE	37
14.3	SUSPENSION BY THE CITY FOR CONVENIENCE	37
14.4	TERMINATION BY CONTRACTOR	38

ARTICLE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 Agreement: Document signed by the Parties and binding the Parties, containing the name of Contractor, title and location of the Project, Original Contract Time, Original Contract Price, enumeration of documents included in the Contract, and other provisions.

1.1.2 Bonds: Performance Bond, Payment Bond, Maintenance Bond, and other Surety instruments executed by Surety. When in singular form, refers to individual instrument.

1.1.3 Business Enterprise: Any business entity registered in a program authorized by 49 C.F.R. § 26 (where applicable) or City Code of Ordinances, Chapter 15, Article II, relating to Equal Opportunity Employment and taking affirmative action to ensure that applicants are employed and employees are treated without regard to race, religion, color, sex, national origin, or age. The term "Business Enterprise" may include any Disadvantaged Business Enterprise ("DBE"), Minority Business Enterprise ("MBE"), Woman Business Enterprise ("WBE"), Small Business Enterprise ("SBE"), Person with Disability Enterprise ("PDBE"), and any Historically Underutilized Business ("HUB").

1.1.4 Business Enterprise Policy: Contract documents and applicable policies relating to Business Enterprises and authorized under 49 C.F.R. § 26 or City Code of Ordinances, Chapter 15, Article II.

1.1.5 Cash Allowance: An estimated sum of money to be used only for a limited class of expenditures such as utility relocation costs, fees for special licenses or permits, or other "pass-through" costs that would be the same for any contractor. Cash Allowances may not be used to purchase goods or services that are not specified in the Contract. The unspecified items must be purchased according to the terms of Article 7.

1.1.6 Change Order: Written instrument prepared by the City and signed by City Engineer and Contractor, specifying the following:

- .1 a change in the Work;
- .2 a change in Contract Price, if any; and
- .3 a change in Contract Time, if any.

The value of a Change Order is the net amount after offsetting all deductions against all additions effected by the Change Order.

1.1.7 City: The City of Houston, a home rule municipality located principally within Harris County, Texas, including its successors and its authorized representatives.

1.1.8 City Engineer: The City Engineer, or the City employee representing the City Engineer, designated in the Agreement and authorized to represent the City, or successors.

1.1.9 Claim: Written demand or written assertion by one Party seeking adjustment of the Contract, payment of money, extension of time, or other relief under the Contract and includes, but is not limited to, claims for materials, labor, equipment, delay, changes, adjustments, substitutions, fees and third party claims. The Party making the Claim has the responsibility to substantiate the Claim.

1.1.10 Conditions of the Contract: General Conditions and Supplementary Conditions.

1.1.11 Construction Manager: Person or firm under contract with the City as its authorized representative to oversee and administer construction of the Work, and who may perform the role of Project Manager and Inspector, as designated by City Engineer in writing.

1.1.12 Contract: The Agreement; documents enumerated in and incorporated into the Agreement, Modifications, and amendments.

1.1.13 Contract Price: The monetary amount stated in the Agreement adjusted by Change Order, and increases or decreases in Unit Price Quantities, if any.

1.1.14 Contract Time: The number of days stated in the Agreement to substantially complete the Work, plus days authorized by Change Order.

1.1.15 Contractor: Person or firm identified as such in the Agreement including its successors and its authorized representatives.

1.1.16 Date of Commencement of the Work: Date established in Notice to Proceed on which Contract Time will commence. This date will not be changed by failure of Contractor, or persons or entities for whom Contractor is responsible, to act.

1.1.17 Date of Substantial Completion: Date that construction, or portion thereof designated by City Engineer, is certified by City Engineer to be substantially complete.

1.1.18 Design Consultant: Person or firm, under contract with the City, to provide professional services during construction and its authorized representatives. If a Design Consultant is not employed for services during construction, Project Manager will perform duties of Design Consultant designated in the Contract in addition to usual duties of Project Manager.

1.1.19 Drawings: Graphic and pictorial portions of the Contract that define the character and scope of the Work.

1.1.20 Extra Unit Price: Unit Prices, which may be required for completion of the Work. These Unit Prices and Unit Price Quantities are in the Contract and are included in Original Contract Price.

1.1.21 Furnish: To supply, pay for, deliver to the site, and unload.

1.1.22 General Requirements: The sections of Division 01 Specifications that specify administrative and procedural requirements and temporary facilities required for the Work.

1.1.23 Inspector: City's employee or agent authorized to assist with inspection of the Work.

1.1.24 Install: Unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, clean, protect, and similar operations.

1.1.25 Legal Holiday: Day established by the City Council as a holiday.

1.1.26 Major Unit Price Work: An individual Unit Price item,

- .1 whose value is greater than five percent of Original Contract Price,
- .2 whose value becomes greater than five percent of Original Contract Price as the result of an increase in quantity, or
- .3 whose value is \$100,000, whichever is least.

1.1.27 Mayor's Office of Business Opportunity: any reference to, or use of, the "Office of Affirmative Action" shall mean the Mayor's Office of Business Opportunity, or any such future name to which it is changed.

1.1.28 Minor Change in the Work: A written change in the Work, ordered by City Engineer, that does not change Contract Price or Contract Time, and that is consistent with the general scope of the Contract.

1.1.29 Modification: Change Order, Work Change Directive, or Minor Change in the Work.

1.1.30 Notice of Noncompliance: A written notice by City Engineer to Contractor regarding defective or nonconforming work that does not meet the Contract requirements, and that establishes a time by which Contractor shall correct the defective or nonconforming work.

1.1.31 Notice to Proceed: A written notice by City Engineer to Contractor establishing Date of Commencement of the Work.

1.1.32 Original Contract Price: The monetary amount originally stated in the Agreement.

1.1.33 Parties: Contractor and the City. When in singular form, refers to Contractor or the City.

1.1.34 Pollutant: Any materials subject to the Texas Solid Waste Disposal Act.

1.1.35 Pollutant Facility: Any facility regulated by the State of Texas to protect the health and environment from contamination by Pollutants, including without limitation, landfills, oil and gas production and storage facilities, wastewater facilities, waste injection wells, and storage tanks (including drums).

1.1.36 Product: Materials, equipment, or systems incorporated into the Work or to be incorporated into the Work.

1.1.37 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a Product.

1.1.38 Project: Total construction, of which the Work performed under the Contract may be the whole or a part, and which may include construction by the City or by separate contractors.

1.1.39 Project Manager: City Engineer's authorized representative for administration of the Work. Titles used within the City's departments may be different than those used in this definition.

1.1.40 Provide: Furnish and Install, complete, ready for intended use.

1.1.41 Samples: Physical examples that illustrate Products, or workmanship, and establish standards by which the Work is judged.

1.1.42 *Shop Drawings:* Drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor, Subcontractor or Supplier, to illustrate a portion of the Work.

1.1.43 *Specifications:* Divisions 01 through 16 of the documents that are incorporated into the Agreement, consisting of written General Requirements and requirements for Products, standards, and workmanship for the Work, and performance of related services.

1.1.44 *Stipulated Price:* Single lump sum amount stated in the Contract for completion of the Work, or for designated portion of the Work.

1.1.45 *Subcontractor:* Person or firm that has direct or indirect contract with Contractor or with another Subcontractor to perform a portion of the Work and its authorized representatives.

1.1.46 *Superintendent:* Employee of Contractor having authority and responsibility to act for and represent Contractor.

1.1.47 *Supplementary Conditions:* Part of Conditions of the Contract that amends or supplements General Conditions.

1.1.48 *Supplier:* Manufacturer, distributor, materialman, or vendor having a direct agreement with Contractor or Subcontractor for Products, or services and its authorized representatives.

1.1.49 *Surety:* Corporate entity that is bound by one or more Bonds, and is responsible for completion of the Work, including the correction period, and for payment of debts incurred in fulfilling the Contract. Surety shall include co-surety or reinsurer, as applicable.

1.1.50 *Underground Facilities:* Pipes, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments and encasements containing such facilities that exist below ground level.

1.1.51 *Unit Price:* An amount stated in the Contract for an individual, measurable item of work, which, when multiplied by actual quantity incorporated into the Work, amounts to full compensation for completion of the item, including work incidental to it.

1.1.52 *Unit Price Quantities:* Quantities indicated in the Contract that are approximations made by the City for contracting purposes.

1.1.53 *Work:* Entire construction required by the Contract, including all labor, Products, and services provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a portion of the Project.

1.1.54 *Work Change Directive:* A written change in the Work, ordered by City Engineer, that is within the general scope of the Contract and consisting of additions, deletions, or other revisions. A Work Change Directive will state proposed basis for adjustment, if any, in Contract Price or Contract Time, or both.

1.2 *EXECUTION, CORRELATION, AND INTENT*

1.2.1 Execution of the Contract by Contractor is conclusive that Contractor has visited the Work site, become familiar with local conditions under which the Work will be performed, and fully informed itself as to conditions and matters which can affect the Work or costs. Contractor further agrees that it has carefully correlated personal observations with requirements of the Contract.

1.2.2 The Contract and Modifications have been read and carefully considered by Contractor, who understands and agrees to their sufficiency for the Work. The Contract may not be more strongly construed against the City than against Contractor and Surety.

1.2.3 Contractor shall include all items necessary for proper execution and completion of the Work.

1.2.4 Reference to standard specifications, manuals, or codes of a technical society, organization, or association, or to laws or regulations of a governmental authority, whether specific or implied, mean the latest edition in effect as of date of receipt of bids, except as may be otherwise specifically stated in the Contract.

1.2.5 No provision of any referenced standard, specification, or manual changes the duties and responsibilities of the City, City Engineer, Contractor, or Design Consultant from those set forth in the Contract. Nor do these provisions assign to Design Consultant any duty or authority to supervise or direct performance of the Work or any duty or

authority to undertake any actions contrary to provisions of the Contract.

1.2.6 Organization of Specifications into divisions, sections, and articles and arrangement of Drawings does not control Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.7 Unless otherwise defined in the Contract, words which have well-known construction industry technical meanings are used in the Contract in accordance with these recognized meanings.

1.3 *OWNERSHIP AND USE OF DOCUMENTS*

1.3.1 Drawings, Specifications, and other documents prepared by the City or by Design Consultant are instruments of service through which the Work to be executed by Contractor is described. Contractor may retain one Contract record set.

1.3.2 Neither Contractor, Subcontractor, nor Supplier will own or claim a copyright to documents contained in the Contract or any part of the Contract.

1.3.3 Documents contained in the Contract, prepared by the City or by Design Consultant, and copies furnished to Contractor, are for use solely with respect to the Work. They may not be used by Contractor, Subcontractor or Supplier on other projects or for additions to the Work, outside the scope of the Work, without the specific written consent of City Engineer, and Design Consultant, when applicable.

1.3.4 Contractor, Subcontractors, and Suppliers are granted a limited license to use and reproduce applicable portions of the Contract appropriate to and for use in execution of their work under the Contract.

1.4 *INTERPRETATION*

1.4.1 Specifications are written in an imperative streamlined form and are directed to Contractor, unless noted otherwise. When written in this form, words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.4.2 In the interest of brevity, the Contract frequently omits modifying words such as "all" and "any" and articles such as "the" and "an", but an absent modifier or article is not intended to affect interpretation of a statement.

ARTICLE 2 - THE CITY

2.1 *LIMITATIONS OF THE CITY'S OFFICERS AND EMPLOYEES*

2.1.1 No officer or employee of the City may authorize Contractor to perform an act or work contrary to the Contract, except as otherwise provided in the Contract.

2.2 *DUTIES OF THE CITY*

2.2.1 If a building permit is required, the City will process an application for, and Contractor shall purchase the building permit before Date of Commencement of the Work.

2.2.2 The City will make available to Contractor a reproducible set of Drawings. Additional copies will be furnished, on Contractor's request, at the cost of reproduction.

2.2.3 When necessary for performance of the Work, the City will provide surveys describing physical characteristics, legal limitations, legal description of site, and horizontal and vertical control adequate to lay out the Work.

2.2.4 Information or services that the City is required to provide under the Contract will be provided by the City with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.5 The Contract imposes no implied duty on the City. The City does not warrant any plans or specifications associated with the Contract.

2.2.6 Except as expressly stated in this Article, the City owes no duty to the Contractor or any subcontractor.

2.3 *AVAILABILITY OF LAND AND USE OF SITE*

2.3.1 The City will furnish, as indicated in the Contract, rights-of-way, land on which the Work is to be performed, and other land designated in the Contract for use by Contractor unless otherwise provided in the Contract.

2.3.2 Contractor shall confine operations at site to those areas permitted by law, ordinances, permits, and the Contract, and may not unreasonably encumber site with materials or equipment.

2.3.3 In addition to land provided by the City under Section 2.3, Contractor shall provide all land and access to land that may be required for use by Contractor for temporary construction facilities or for storage of materials and equipment, and shall indemnify the City during its use of the land as stated in Section 3.25.

2.4 *THE CITY'S RIGHT TO STOP THE WORK*

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract, or fails to correct work which is not in accordance with requirements of the Contract as required in Sections 12.1 and 12.2, the City may, by Notice of Noncompliance, order Contractor to stop the Work or any portion of the Work until the cause for the order has been eliminated. However, the right of the City to stop the Work will not give rise to a Claim for delay or to a duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by Section 6.2. If Contractor corrects the defective or nonconforming work within the time established in Notice of Noncompliance, City Engineer will give written notice to Contractor to resume performance of the Work.

2.5 *THE CITY'S RIGHT TO CARRY OUT WORK*

2.5.1 If Contractor fails to carry out work in accordance with the Contract, and fails within the period established in a Notice of Noncompliance to correct the nonconforming work, the City may, after expiration of the required period, correct the deficiencies without prejudice to other remedies the City may have, including rights of the City under Section 14.1.

2.5.1.1 When the City corrects deficiencies, City Engineer will issue an appropriate Change Order and deduct from payments then or thereafter due Contractor the cost of correcting the deficiencies, including compensation for Design Consultant's and Construction Manager's additional services and expenses made necessary by such default, neglect, or failure. This action by the City and amounts charged to Contractor are both subject to prior approval of City Engineer. If payments, then or thereafter due Contractor, are not sufficient to cover these amounts, Contractor shall pay the difference to the City.

2.5.2 Notwithstanding the City's right to carry out work, maintenance and protection of the Work

remains Contractor's responsibility, as provided in the Contract.

ARTICLE 3 - CONTRACTOR

3.1 *RESPONSIBILITIES*

3.1.1 Contractor shall maintain office with agent in the greater City of Houston area during the Contractor's performance under the Contract. Contractor shall file its street address with City Engineer.

3.1.2 Contractor and Contractor's employees shall not give or lend money or anything of value to an officer or employee of the City. Should this Paragraph 3.1.2 be violated, City Engineer may terminate the Contract under Section 14.1.

3.2 *REVIEW OF CONTRACT AND FIELD CONDITIONS BY CONTRACTOR*

3.2.1 Contractor shall carefully study and compare documents contained in the Contract with each other and with information furnished by the City pursuant to Section 2.2 and shall immediately report, in writing, any errors, inconsistencies, or omissions to City Engineer. If work is affected, Contractor shall obtain a written interpretation or clarification from City Engineer before proceeding with the affected work. However, Contractor will not be liable to the City for failure to report an error, inconsistency, or omission in the Contract unless Contractor had actual knowledge or should have had knowledge of the error, inconsistency, or omission.

3.2.2 Contractor shall take field measurements and verify field conditions, and shall carefully compare the conditions and other information known to Contractor with the Contract, before commencing activities. Contractor shall immediately report, in writing, to City Engineer for interpretation or clarification of discrepancies, inconsistencies, or omissions discovered during this process.

3.2.3 Contractor shall make a reasonable attempt to understand the Contract before requesting interpretation from City Engineer.

3.3 *SUPERVISION AND CONSTRUCTION PROCEDURES*

3.3.1 Contractor shall supervise, direct, and inspect the Work competently and efficiently, devoting the attention and applying the skills and

expertise as necessary to perform the Work in accordance with the Contract. Contractor is solely responsible and has control over construction means, methods, techniques, sequences, and procedures of construction; for safety precautions and programs in connection with the Work; and for coordinating all work under the Contract.

3.3.2 Regardless of observations or inspections by the City or City's consultants, Contractor shall perform and complete the Work in accordance with the Contract and submittals approved pursuant to Section 3.18. The City is not liable or responsible to Contractor or Surety for work performed by Contractor that is not in accordance with the Contract regardless of whether discovered during construction or after acceptance of the Work.

3.4 *SUPERINTENDENT*

3.4.1 Contractor shall employ a competent Superintendent and necessary assistants who shall be present at the site during performance of the Work. Communications given to Superintendent are binding on the Contractor.

3.4.2 Contractor shall notify City Engineer in writing of its intent to replace the Superintendent. Contractor may not replace the Superintendent if City Engineer makes a reasonable objection in writing.

3.5 *LABOR*

3.5.1 Contractor shall provide competent, qualified personnel to survey and lay out the Work and perform construction as required by the Contract. The City may, by written notice, require Contractor to remove from the Work any employee of Contractor or Subcontractors to whom City Engineer makes reasonable objection.

3.5.2 Contractor shall comply with the applicable Business Enterprise Policy set out in this Agreement and in the Supplementary Conditions, as set out in Chapter 15, Article V of the City of Houston Code of Ordinances.

3.5.3 When Original Contract Price is greater than \$1,000,000, Contractor shall make Good Faith Efforts to award subcontracts or supply agreements in at least the percentages set out in the Supplementary Conditions for Business Enterprise Policy. Contractor acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the City's Office of Business Opportunity and shall comply with them.

3.5.3.1 Contractor shall require written subcontracts with Business Enterprises and shall submit all disputes with Business Enterprises to voluntary mediation. Business Enterprise subcontracts complying with City Code of Ordinances Chapter 15, Article II must contain the terms set out in Subparagraph 3.5.3.2. If Contractor is an individual person, as distinguished from a corporation, partnership, or other legal entity, and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

3.5.3.2 Contractor shall ensure that subcontracts with Business Enterprise firms are clearly labeled "**THIS CONTRACT MAY BE SUBJECT TO MEDIATION ACCORDING TO THE TEXAS ALTERNATIVE DISPUTE RESOLUTION ACT**" and contain the following terms:

- .1 (Business Enterprise) may not delegate or subcontract more than 50 percent of work under this subcontract to any other subcontractor without the express written consent of the City's OBO Director (the "Director").
- .2 (Business Enterprise) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the Subcontractors and Suppliers, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. (Business Enterprise) shall keep the books and records available for this purpose for at least four years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
- .3 Within five business days of execution of this subcontract, Contractor and (Business Enterprise) shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.

3.5.4 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7 and Ordinance 2007-0534, are incorporated into the Contract for all purposes. Contractor shall comply with the terms and conditions of the Pay or Play Program as they are set out at the time of City Council approval of this

agreement. IF CONTRACTOR DOES NOT PAY IN ACCORDANCE WITH THE PAY OR PLAY PROGRAM WITHIN 30 DAYS OF THE DATE CITY ENGINEER SENDS CONTRACTOR WRITTEN NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS UP TO THE AMOUNT OWED FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE.

3.6 *PREVAILING WAGE RATES*

3.6.1 Contractor shall comply with governing statutes providing for labor classification of wage scales for each craft or type of laborer, worker, or mechanic.

3.6.2 Prevailing wage rates applicable to the Work may be one or a combination of the following wage rates identified in Division 00:

- .1 Federal Wage Rate General Decisions
 - .1 Highway Rates
 - .2 Building Rates
 - .3 Heavy Construction Rates
 - .4 Residential Rates
- .2 City Prevailing Wage Rates
 - .1 Building Construction Rates
 - .2 Engineering Construction Rates
 - .3 Asbestos Worker Rates

3.6.3 Each week Contractor shall submit to the City's Mayor's Office of Business Opportunity certified copies of payrolls showing classifications and wages paid by Contractor, Subcontractors, and Suppliers for each employee under the Contract, for any day included in the Contract.

3.7 *LABOR CONDITIONS*

3.7.1 In the event of labor disputes affecting Contractor or Contractor's employees, Contractor shall utilize all possible means to resolve disputes in order that the Work not be delayed to any extent. These means will include seeking injunctive relief and filing unfair labor practice charges, and any other action available to Contractor.

3.7.2 When Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay timely performance of the Work, Contractor shall immediately notify City Engineer in writing. No Claims will be accepted by City Engineer for costs incurred as a result of jurisdictional or labor disputes.

3.8 *DRUG DETECTION AND DETERRENCE*

3.8.1 It is the policy of the City to achieve a drug-free work force and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on the City's premises is prohibited. By executing the Contract, Contractor represents and certifies that it meets and will comply with all requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31, (Revised) ("Executive Order"). Mayor's Policy is on file in the office of the City Secretary. Copies of Executive Order may be obtained at the location specified in the Advertisement for Bids.

3.8.1.1 The Executive Order applies to the City's contracts for labor or services except the following:

- .1 contracts authorized by Emergency Purchase Orders,
- .2 contracts in which imposition of requirements of the Executive Order would exclude all potential bidders or proposers, or would eliminate meaningful competition for the Contract,
- .3 contracts with companies that have fewer than 15 employees during any 20-week period during a calendar year and no safety impact positions,
- .4 contracts with non-profit organizations providing services at no cost or reduced cost to the public, and
- .5 contracts with federal, state, or local governmental entities.

3.8.1.2 Prior to execution of the Contract, Contractor shall have filed with the City:

- .1 a Drug Policy Compliance Agreement form (Attachment "A" to the Executive Order), and
- .2 a copy of Contractor's drug free workplace policy, and
- .3 a written designation of all safety impact positions, if applicable, or a Contractor's Certification of a No Safety Impact Positions form (Attachment "C" to the Executive Order).

3.8.1.3 Every six months during performance of the Contract and upon completion of the Contract, Contractor shall file a Drug Policy Compliance Declaration form (Attachment "B" to the Executive Order). The Contractor shall submit the Drug Policy Compliance Declaration within 30 days of expiration of each six-month period of performance and within 30 days of completion of the Contract. The first six-month period shall begin on Date of Commencement of the Work.

3.8.1.4 Contractor shall have a continuing obligation to file updated designation of safety impact positions when additional safety impact positions are added to Contractor's employee workforce during performance of the Work.

3.8.1.5 Contractor shall require its Subcontractors and Suppliers to comply with the Mayor's Policy and Executive Order. Contractor is responsible for securing and maintaining required documents from Subcontractors and Suppliers for the City inspection throughout the term of the Contract.

3.8.1.6 Failure of Contractor to comply with requirements will be a material breach of the Contract entitling the City to terminate in accordance with Section 14.1.

3.9 MATERIALS & EQUIPMENT

3.9.1 Unless otherwise provided in the Contract, Contractor shall provide and assume full responsibility for Products, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, transportation, temporary facilities, supplies, and other facilities and incidentals necessary for Furnishing, performing, testing, starting-up, and completing the Work.

3.9.1.1 Contractor, Subcontractors, and Suppliers shall use Ultra Low Sulfur Diesel Fuel in all diesel operating vehicles and motorized equipment utilized in performing the Work. Ultra Low Sulfur Diesel Fuel is defined as diesel fuel having 15 ppm or the applicable standard set by state or federal law or rules and regulations of the Texas Commission on Environmental Quality, or the Environmental Protection Agency, whichever is less in sulfur content. Off-road Ultra Low Sulfur Diesel Fuel may be used in lieu of on-road Ultra Low Sulfur Diesel Fuel. Contractor shall provide, upon request by City Engineer, proof that Contractor, Subcontractors, and Suppliers are using Ultra Low Sulfur Diesel Fuel.

3.9.2 Contractor shall provide Products that are:

- .1 new, unless otherwise required or permitted by the Contract, and
- .2 of specified quality.

If required by City Engineer, Contractor shall furnish satisfactory evidence, including reports of required tests, as to kind and quality of Products.

3.9.3 Contractor shall store Products in a safe, neat, compact, and protected manner. Contractor shall also store Products delivered during the work, along the right-of-way:

- .1 so as to cause the least inconvenience to property owners, tenants, and general public; and
- .2 so as not to block access to, or be closer than, three feet to any fire hydrant.

Contractor shall protect trees, lawns, walks, drives, streets, and other improvements that are to remain, from damage. If private or public property is damaged by Contractor, Contractor shall, at its sole expense, restore the damaged property to at least its original condition.

3.9.3.1 Contractor shall obtain City Engineer's approval for storage areas used for Products for which payment has been requested under Paragraph 9.6.1. Contractor shall provide the City access to the storage areas for inspection purposes. Products, once paid for by the City, become the property of the City and may not be removed from place of storage, without City Engineer's written permission except for a movement to the site. Contractor's Installation Floater, required under Section 11.2, shall cover all perils, including loss or damage to Products during storage, loading, unloading, and transit to the site.

3.10 PRODUCT OPTIONS AND SUBSTITUTIONS

3.10.1 For Products specified by reference standards or by description only, Contractor may provide any Product meeting those standards or description.

3.10.2 For Products specified by naming one or more manufacturers with provision for substitutions or equal, Contractor may submit a request for substitution for any manufacturer not named.

3.10.3 City Engineer will consider requests for substitutions only within the first 15 percent of Contract Time, or first 90 days after date of Notice to Proceed, whichever is less.

3.10.4 Contractor shall document each request for substitution with complete data

substantiating compliance of proposed substitution with the Contract.

3.10.5 A request for substitution constitutes a representation that Contractor:

- .1 has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product;
- .2 shall provide the same warranty for the substitution as for the specified Product;
- .3 shall coordinate installation of the proposed substitution and make changes to other work which may be required for the Work to be completed, with no additional cost or increase in time to the City;
- .4 confirms that cost data is complete and includes all related costs under the Contract;
- .5 waives Claim for additional costs or time extensions that may subsequently become apparent; and
- .6 shall provide review or redesign services by a design consultant with appropriate professional license and shall obtain re-approval and permits from authorities.

3.10.6 City Engineer will not consider and will not approve substitutions when:

- .1 they are indicated or implied on Shop Drawing or Product Data submittals without separate written request; or
- .2 acceptance will require revision to the Contract.

3.10.7 City Engineer may reject requests for substitution, and his decision will be final and binding on the Parties.

3.11 CASH ALLOWANCES

3.11.1 Contract Price includes Cash Allowances as identified in the Contract.

3.11.2 The City will pay the actual costs of Cash Allowance item exclusive of profit, overhead or administrative costs. If actual costs exceed the Cash Allowance, City Engineer must approve a Change Order for the additional costs.

3.12 WARRANTY

3.12.1 Contractor warrants to the City that Products furnished under the Contract are:

- .1 free of defects in title;
- .2 of good quality; and
- .3 new, unless otherwise required or permitted by the Contract.

If required by the City Engineer, Contractor shall furnish satisfactory evidence as to kind, quality and title of Products, and that Products conform to requirements of the Contract.

3.12.2 In the event of a defect in a Product, either during construction or warranty period, Contractor shall take appropriate action with manufacturer of Product to assure correction or replacement of defective Product with minimum delay.

3.12.3 Contractor warrants that the Work is free of defects not inherent in the quality required or permitted, and that the Work does conform with the requirements of the Contract. Contractor further warrants that the Work has been performed in a thorough and workmanlike manner.

3.12.4 Contractor warrants that the Work is free of concentrations on polychlorinated biphenyl (PCB) and other substances defined as hazardous by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any other applicable law or regulation.

3.12.5 Work not conforming to requirements of Section 3.12, including substitutions not properly approved and authorized, may be considered nonconforming work.

3.12.6 Contractor's warranty excludes remedy for damage or defect caused by:

- .1 improper or insufficient maintenance by the City;
- .2 normal wear and tear under normal usage; or
- .3 claim that hazardous material was incorporated into the Work, if that material was specified in the Contract.

3.12.7 Contractor warrants that title to all work covered by Contractor's request for payment passes to the City upon incorporation into the Work or upon Contractor's receipt of payment, whichever occurs first. The Contractor further warrants that the title is free of all liens, claims, security interests or other interests ("Encumbrances"). If not, upon written demand from City Engineer, Contractor shall immediately take legal action necessary to remove Encumbrances.

3.13 *TAXES*

3.13.1 Contractor shall pay all sales, consumer, use, and similar taxes, which are in effect or scheduled to go into effect on or before bids are received, related to work provided by Contractor.

3.13.2 Contractor shall obtain, and require Subcontractors and Suppliers to obtain, necessary permits from the state and local taxing authorities to perform contractual obligations under the Contract, including sales tax permits.

3.13.3 The City is exempt from the Federal Transportation and Excise Tax. Contractor shall comply with federal regulations governing the exemptions.

3.13.4 Products incorporated into the Work are exempt from state sales tax according to provisions of the TEX. TAX CODE ANN. CH. 151, Subsection H.

3.14 *PERMITS, FEES, AND NOTICES*

3.14.1 Unless otherwise provided in the Contract, Contractor shall secure and pay for all construction permits, licenses, and inspections:

- .1 necessary for proper execution and completion of the Work; and
- .2 legally required at time bids are received.

3.15 *CONSTRUCTION SCHEDULES*

3.15.1 On receipt of Notice to Proceed, Contractor shall promptly prepare and submit construction schedule for the Work for City Engineer's review. The schedule must reflect the minimum time required to complete the Work not to exceed Contract Time.

3.15.2 Contractor shall give 24-hour written notice to City Engineer before commencing work or resuming work where work has been stopped. Contractor shall also give the same notice to inspectors.

3.15.3 Contractor shall incorporate milestones specified in Summary of Work Specification into the construction schedule. Contractor's failure to meet a milestone, as determined by City Engineer, may be considered a material breach of the Contract.

3.15.4 Each month, Contractor shall submit to City Engineer a copy of an updated construction schedule indicating actual progress, incorporating applicable changes, and indicating courses of action

required to assure completion of the Work within Contract Time.

3.15.5 Contractor shall keep a current schedule of submittals that coordinates with the construction schedule, and shall submit the initial schedule of submittals to City Engineer for approval.

3.16 *DOCUMENTS AND SAMPLES AT THE SITE*

3.16.1 Contractor shall maintain at the site, and make available to City Engineer, one record copy of Drawings, Specifications, and Modifications. Contractor shall maintain the documents in good order and marked currently to record changes and selections made during construction. In addition, Contractor shall maintain at the site, approved Shop Drawings, Product Data, Samples, and similar submittals, which will be delivered to City Engineer prior to final inspection as required in Paragraph 9.11.4.

3.16.2 Contractor shall maintain all books, documents, papers, accounting records, and other relevant documentation pursuant to the Work and shall make the books, documents, papers, and accounting records available to representatives of the City for review and audits during the Contract term and for the greater of three years following Date of Substantial Completion or until all litigation or audits are fully resolved.

3.16.3 Contractor shall provide to City Attorney all documents and records that City Attorney deems necessary to assist in determining Contractor's compliance with the Contract, with the exception of those documents made confidential by federal or state law or regulation.

3.17 *MANUFACTURER'S SPECIFICATIONS*

3.17.1 Contractor shall handle, store, and Install Products and perform all work in the manner required by Product manufacturer. Should the Contract and manufacturer's instructions conflict, Contractor shall report conflict to City Engineer for resolution prior to proceeding with the affected work.

3.17.2 References in the Contract to the manufacturer's specifications, directions, or recommendations, mean manufacturer's current published documents in effect as of date of receipt of bids, or in the case of a Modification, as of date of Modification.

3.18 *SHOP DRAWINGS, PRODUCT DATA,
AND SAMPLES*

3.18.1 Shop Drawings, Product Data, and Samples are not part of the Contract. The purpose of Contractor submittals is to demonstrate, for those portions of the Work for which submittals are required, the way Contractor proposes to conform to information given and design concept expressed in the Contract.

3.18.2 Contractor shall submit to Project Manager for review the Shop Drawings, Product Data, and Samples, which are required by the Contract. Review by Project Manager is subject to limitations of Paragraph 4.1.4. Contractor shall transmit the submittals to the Project Manager with reasonable promptness and in a sequence, so as to cause no delay in the Work or in activities of the City or of separate contractors. Contractor shall transmit submittals in time to allow a minimum of 30 days for Project Manager's review prior to date Contractor needs reviewed submittals returned. This time may be shortened for a particular job requirement if approved by Project Manager in advance of submittal.

3.18.3 Contractor shall certify that the content of submittals conforms to the Contract without exception by affixing Contractor's approval stamp and signature. By certifying and submitting Shop Drawings, Product Data, and Samples, Contractor represents, and Contractor's stamp of approval shall state, that Contractor has determined and verified materials, quantities, field measurements, and field construction criteria related to the submittal, and has checked and coordinated information contained within the submittals with requirements of the Contract.

3.18.4 Contractor may not perform any work requiring submittal and review of Shop Drawings, Product Data, or Samples until the submittal has been returned with appropriate review decision by the Project Manager. Contractor shall perform work in accordance with the review.

3.18.5 If Contractor performs any work requiring submittals prior to review and acceptance of the submittals by Project Manager, such work is at Contractor's risk and the City is not obligated to accept work if the submittals are later found to be unacceptable.

3.18.6 If, in the opinion of Project Manager, the submittals are incomplete, or demonstrate an inadequate understanding of the Work or lack of

review by the Contractor, then submittals may be returned to the Contractor for correction and resubmittal.

3.18.7 Contractor shall direct specific attention in writing and on the resubmitted Shop Drawings, Product Data, or Samples to any additional proposed revisions, other than those revisions requested by Project Manager on previous submittals.

3.18.8 Contractor is not relieved of responsibility for deviations from requirements of the Contract by Project Manager's review of Shop Drawings, Product Data, or Samples unless Contractor has specifically informed Project Manager in writing of the deviation at the time of the submittal, and Project Manager has given written approval of the deviation.

3.18.9 When professional certification of performance criteria of Products is required by the Contract, the City may rely upon accuracy and completeness of the calculations and certifications.

3.18.10 For Product colors or textures to be selected by the City, Contractor shall submit all samples together to allow preparation of a complete selection schedule.

3.18.11 Contractor shall submit informational submittals, on which Project Manager is not expected to take responsive action, as required by the Contract.

3.18.12 Submittals made by Contractor which are not required by the Contract may be returned to Contractor without action.

3.19 *CULTURAL RESOURCES AND
ENDANGERED SPECIES*

3.19.1 Contractor may not remove or disturb, or cause to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. If Contractor discovers one of these items, Contractor shall immediately notify City Engineer and further comply with the requirements of 13 Tex. Admin. Code Chs. 25 and 26 (2002), or successor regulation. Contractor shall protect site and cultural resources from further disturbance until professional examination can be made or until clearance to proceed is authorized in writing by City Engineer.

3.19.2 Should either threatened or endangered plant or animal species be encountered,

Contractor shall cease work immediately in the area of encounter and notify City Engineer.

3.20 *CUTTING AND PATCHING*

3.20.1 Contractor is responsible for necessary cutting, fitting, and patching to accomplish the Work and shall suitably support, anchor, attach, match, and trim or seal materials to work of other contractors. Contractor shall coordinate the Work with work of other contractors to minimize conflicts, as provided in Article 6.

3.20.2 Contractor may not endanger work by cutting, digging, or other action, and may not cut or alter work of other contractors except by written consent of City Engineer and affected contractor.

3.21 *CLEANING*

3.21.1 Contractor shall perform daily cleanup of all dirt, debris, scrap materials and other disposable items resulting from Contractor's operations, whether on-site or off-site. Unless otherwise authorized in writing by City Engineer, Contractor shall keep all streets, access streets, driveways, areas of public access, walkways, and other designated areas clean and open at all times.

3.21.2 Failure of Contractor to maintain a clean site, including access streets, is the basis for City Engineer to issue a Notice of Noncompliance. Should compliance not be attained within the time period in the Notice of Noncompliance, City Engineer may authorize necessary cleanup to be performed by others and the cost of the cleanup will be deducted from monies due Contractor.

Contractor shall legally dispose off-site, all waste materials and other excess materials resulting from Contractor's operations.

3.22 *SANITATION*

3.22.1 Contractor shall provide and maintain sanitary facilities at site for use of all construction forces under the Contract. Newly-constructed or existing sanitary facilities may not be used by Contractor.

3.23 *ACCESS TO WORK AND TO INFORMATION*

3.23.1 Contractor shall provide the City, Design Consultant, testing laboratories, and governmental agencies which have jurisdictional interests, access to the Work in preparation and in

progress wherever located. Contractor shall provide proper and safe conditions for the access.

3.23.2 If required by City Engineer, Contractor shall furnish information concerning character of Products and progress and manner of the Work, including information necessary to determine cost of the Work, such as number of employees, pay of employees, and time employees worked on various classes of the Work.

3.24 *TRADE SECRETS*

3.24.1 Contractor will not make any claim of ownership of trade secrets as to products used in the Work, or preparation of any mixture for the Work. City Engineer will at all times have the right to demand and Contractor shall furnish information concerning materials or samples of ingredients of any materials used, or proposed to be used, in preparation of concrete placed or other work to be done. Mixtures, once agreed on, shall not be changed in any manner without knowledge and consent of City Engineer. The City will make its best efforts to protect confidentiality of proprietary information.

3.25 *INDEMNIFICATION*

3.25.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- .1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED SUBPARAGRAPHS .1 through .3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- .2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT;

- .3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.25.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF CONTRACTOR FOR THE CITY'S CONCURRENT NEGLIGENCE SHALL NOT EXCEED \$1,000,000.

3.26 *RELEASE AND INDEMNIFICATION – PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT*

3.26.1 UNLESS OTHERWISE SPECIFICALLY REQUIRED BY THE CONTRACT, CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THE CONTRACT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

3.26.2 CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, OR PRODUCT WITHOUT THE CITY ENGINEER'S PRIOR WRITTEN CONSENT.

3.26.3 UNLESS OTHERWISE SPECIFICALLY REQUIRED BY THE CONTRACT, WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER:

- .1 OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, OR PRODUCT, OR
.2 IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS.

IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR PRODUCT, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

3.27 *INDEMNIFICATION PROCEDURES*

3.27.1 *Notice of Indemnification Claims:* If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other Party within 10 days. The notice must include the following:

- .1 a description of the indemnification event in reasonable detail,
.2 the basis on which indemnification may be due, and
.3 the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.27.2 *Defense of Indemnification Claims:*

- .1 *Assumption of Defense:* Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnified loss.
.2 *Continued Participation:* If Contractor elects to defend the claim, the City may

retain separate counsel to participate in, but not control, the defense and to participate in, but not control, any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it:

- .1 would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City;
- .2 would require the City to pay amounts that Contractor does not fund in full; or
- .3 would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.28 CONTRACTOR DEBT

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY CITY CONTROLLER IN WRITING. IF CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THE CONTRACT.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 CONTRACT ADMINISTRATION

4.1.1 City Engineer will provide administration of the Contract and City Engineer is authorized to issue Change Orders, Work Change Directives, and Minor Changes in the Work.

4.1.2 City Engineer may act through Project Manager, Design Consultant, or Inspector. When the term "City Engineer" is used in the Contract, action by City Engineer is required unless City Engineer delegates his authority in writing. The City Engineer may not delegate authority to render decisions under Section 4.4.

The City does not have control over or charge of, and is not responsible for, supervision, construction, and safety procedures enumerated in Section 3.3. The City does not have control over or charge of and is not responsible for acts or omissions of Contractor, Subcontractors, or Suppliers.

4.1.3 The City and Design Consultant may attend project meetings and visit the site to observe progress and quality of the Work. The City and Design Consultant are not required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.

4.1.4 Project Manager will review and approve or take other appropriate action on Contractor's submittals, but only for limited purpose of checking for conformance with information given and design concept expressed in the Contract.

4.1.5 Project Manager's review of the submittals is not conducted for purpose of determining accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of Products, all of which remain the responsibility of Contractor.

4.1.6 Project Manager's review of submittals does not relieve Contractor of its obligations under Sections 3.3, 3.12, and 3.18. Review does not constitute approval of safety precautions or, unless otherwise specifically stated by Project Manager in writing, of construction means, methods, techniques, sequences, or procedures. Project Manager's review of a specific item does not indicate approval of an assembly of which the item is a component.

4.1.7 Based on field observations and evaluations, Project Manager will process Contractor's progress payments, certify amounts due Contractor, and issue Certificates for Payment in the amount certified.

4.1.8 Project Manager will receive and forward to City Engineer for his review and records, written warranties and related documents required by the Contract and assembled by Contractor.

4.1.9 Upon written request by Contractor or Project Manager, City Engineer will resolve matters

of interpretation of or performance of the Contract, which are not Claims. City Engineer's decisions are final and binding on the Parties.

4.1.10 City Engineer may reject work which does not conform to the Contract.

4.1.11 When City Engineer considers it necessary to implement the intent of the Contract, City Engineer may require additional inspection or testing of work in accordance with Paragraphs 13.6.3 and 13.6.4, whether such work is fabricated, installed, or completed.

4.2 *COMMUNICATIONS IN ADMINISTRATION OF THE CONTRACT*

4.2.1 Except as otherwise provided in the Contract or when authorized by City Engineer in writing, Contractor shall communicate with Project Manager. Contractor shall communicate with Design Consultant, Design Consultant's subconsultants, and separate contractors through Project Manager. The City will communicate with Subcontractors and Suppliers through Contractor.

4.3 *CLAIMS AND DISPUTES*

4.3.1 *Documentation by Project Manager:* Contractor shall submit Claims, including those alleging an error or omission by Project Manager or Design Consultant, to Project Manager for documentation and recommendation to City Engineer.

4.3.2 *Decision of City Engineer:* Upon submission of Claim by Project Manager or Contractor, City Engineer will resolve Claims in accordance with Section 4.4.

4.3.3 *Time Limits on Claims:* Claims by Contractor must be made within 90 days after occurrence of event giving rise to the Claim.

4.3.4 *Continuing the Contract Performance:* Pending final resolution of a Claim including referral to non-binding mediation, unless otherwise agreed in writing, Contractor shall proceed diligently with the performance of the Contract and the City will continue to make payments in accordance with the Contract.

4.3.4.1 Pending final resolution of a Claim including referral to non-binding mediation,

Contractor is responsible for safety and protection of physical properties and conditions at site.

4.3.5 *Claims for Concealed or Unknown Conditions:* Concealed or unknown physical conditions include utility lines, other man-made structures, storage facilities, Pollutants and Pollutant Facilities, and the like, but do not include conditions arising from Contractor operations, or failure of Contractor to properly protect and safeguard subsurface facilities. Concealed conditions also include naturally-occurring soil conditions outside the range of soil conditions identified through geotechnical investigations, but do not include conditions arising from groundwater, rain, or flood.

4.3.5.1 If conditions are encountered at the site which are Underground Facilities or otherwise concealed or unknown conditions which differ materially from:

- .1 those indicated by the Contract; or
- .2 conditions which Contractor could have discovered through site inspection, geotechnical testing, or otherwise;

then Contractor will give written notice to City Engineer no later than five days after Contractor's first observation of the condition and before condition is disturbed. Contractor's failure to provide notice constitutes a waiver of a Claim.

4.3.5.2 City Engineer will promptly investigate concealed or unknown conditions. If City Engineer determines that conditions at the site are not materially different and that no change in Contract Price or Contract Time is justified, City Engineer will notify Contractor in writing, stating reasons. If City Engineer determines the conditions differ materially and cause increase or decrease in Contractor's cost or time required for performance of part of the Work, City Engineer will recommend an adjustment in Contract Price or Contract Time, or both, as provided in Article 7. Opposition by a Party to the City Engineer's determination must be made within 21 days after City Engineer has given notice of the decision. If the Parties cannot agree on adjustment to Contract Price or Contract Time, adjustment is subject to further proceedings pursuant to Section 4.4.

4.3.6 *Claims for Additional Cost:* If Contractor wishes to make a Claim for increase in Contract Price, Contractor shall give written notice before proceeding with work for which Contractor intends to submit a Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

4.3.6.1 Contractor may file a Claim in accordance with Section 4.4 if Contractor believes it has incurred additional costs, for the following reasons:

- .1 written interpretation of City Engineer;
- .2 order by City Engineer to stop the Work when Contractor is not at fault;
- .3 suspension of the Work by City Engineer;
- .4 termination of the Contract by City Engineer; or
- .5 The City's non-compliance with another provision of the Contract.

4.3.6.2 No increase in Contract Price is allowed for delays or hindrances to the Work, except for direct and unavoidable extra costs to Contractor caused by failure of the City to provide information and services, or to make land and materials available, when required of the City under the Contract. Any increase claimed is subject to the provisions of Section 4.4 and Article 7.

4.3.6.3 The City is not liable for Claims for delay when Date of Substantial Completion occurs prior to expiration of Contract Time.

4.3.7 *Claims for Additional Time:* If Contractor wishes to make a Claim for an increase in Contract Time, Contractor shall give written notice as provided in Section 8.2. In case of continuing delay, only one Claim is necessary.

4.4 *RESOLUTION OF CLAIMS AND DISPUTES*

4.4.1 City Engineer will review Claims and take one or more of the following preliminary actions within 30 days of receipt of Claim:

- .1 submit a suggested time to meet and discuss the Claim with City Engineer;
- .2 reject Claim, in whole or in part, stating reasons for rejection;
- .3 recommend approval of the Claim by the other Party;
- .4 suggest a compromise; or
- .5 take other actions as City Engineer deems appropriate to resolve the Claim.

4.4.2 City Engineer may request additional supporting data from claimant. Party making Claim shall, within 10 days after receipt of City Engineer's request, submit additional supporting data requested by City Engineer.

4.4.3 At any time prior to rendering a written decision regarding a Claim, City Engineer may refer Claim to non-binding mediation. If Claim is resolved, City Engineer will prepare and obtain all appropriate documentation. If Claim is not resolved, City Engineer will take receipt of Claim and begin a new review under Section 4.4.

4.4.4 If Claim is not referred to or settled in non-binding mediation, City Engineer may conduct a hearing and will render a written decision, including findings of fact, within 75 days of receipt of Claim, or a time mutually agreed upon by the Parties in writing. City Engineer may notify Surety and request Surety's assistance in resolving Claim. City Engineer's decision is final and binding on the Parties.

4.5 *CONDITION PRECEDENT TO SUIT; WAIVER OF ATTORNEY FEES AND INTEREST*

4.5.1 Neither the City nor Contractor may recover attorney fees for any claim brought in connection with this Contract.

4.5.2 Neither the City nor the Contractor may recover interest for any damages claim brought in connection with this Contract except as allowed by TEXAS LOCAL GOVERNMENT CODE Chapter 2251.

4.6 *INTERIM PAYMENT WAIVER & RELEASE*

4.6.1 In accordance with section 4.3, the Contractor shall use due diligence in the discovery and submission of any Claim against the City related to the Contractor's work.

4.6.2 The Contractor shall submit any Claim to the City not later than the 90th day after the occurrence of the event giving rise to the Claim.

4.6.3 Any failure to timely comply with the requirements of section 4.6.2 waives and releases any Claim when the Contractor submits an application for payment after the 90th day.

4.6.4 This waiver does not cover any retainage. In case of any conflict of law, this language shall be revised to the minimum extent necessary to avoid legal conflict. This waiver is made specifically for the benefit of the City.

ARTICLE 5 - SUBCONTRACTORS AND
SUPPLIERS

5.1 *AWARD OF SUBCONTRACTS
OTHER CONTRACTS FOR
PORTIONS OF THE WORK*

5.1.1 Contractor may not contract with a Subcontractor, Supplier, person, or entity that City Engineer has made a reasonable and timely objection to.

5.1.2 If City Engineer has a reasonable objection to person or entity proposed by Contractor, Contractor shall propose another with whom City Engineer has no reasonable objection.

5.1.3 Contractor shall execute contracts with approved Subcontractors, Suppliers, persons, or entities before the Subcontractors or Suppliers begin work under the Contract. All such contracts must be executed and sent to the OBO Director and Contracting Department within 30 days after the date of the Notice to Proceed and must include provisions set forth in Articles 3 and 5 of this Document.

5.1.4 Contractor shall notify City Engineer in writing of any proposed change of Subcontractor, Supplier, person, or entity previously accepted by the City.

5.1.5 Contractor shall make timely payments to Subcontractors and Suppliers for performance of the Contract. Contractor shall protect, defend, and indemnify the City from any claim or liability arising out of Contractor's failure to make the payments. Disputes relating to payment of Business Enterprise Subcontractors or Suppliers will be submitted to arbitration in same manner as other disputes under Business Enterprise subcontracts. Failure of Contractor to comply with decisions of arbitrator may be determined by City Engineer a material breach leading to termination of the Contract.

5.2 *CONTRACTOR RESPONSIBILITY
FOR SUBCONTRACTORS*

5.2.1 Contractor is responsible to the City, as may be required by laws and regulations, for all acts and omissions of Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under direct or indirect contract with Contractor.

5.2.2 Contractor shall make available to each proposed Subcontractor, prior to execution of subcontract, copies of the Contract to which

Subcontractor is bound by this Section 5.2. Contractor shall notify Subcontractor of any terms of proposed subcontract which may be at variance with the Contract.

5.2.3 The City's approval of Subcontractor or Suppliers does not relieve Contractor of its obligation to perform, or to have performed to the full satisfaction of the City, the Work required by the Contract.

5.2.4 Unless there is a contractual relationship between Contractor and a Subcontractor or Supplier to the contrary, Contractor shall withhold no more retainage from Subcontractors or Suppliers than City withholds from Contractor under this Agreement. However, once a Subcontractor or Supplier completes performance, Contractor shall release all retainage to that Subcontractor or Supplier regardless if City continues to retain under this Agreement.

5.2.5 Prior to a Subcontractor or Supplier commencing performance for Contractor, Contractor shall meet with that Subcontractor or Supplier to provide instructions on invoicing procedures, dispute resolution procedures, and statutory rights, such as claim filing procedures under the McGregor Act. Subcontractors and Suppliers must certify to the City Engineer that Contractor has fulfilled the requirements of this Section.

ARTICLE 6 - CONSTRUCTION BY THE CITY OR
BY SEPARATE CONTRACTORS

6.1 *THE CITY'S RIGHT TO PERFORM
CONSTRUCTION AND TO AWARD
SEPARATE CONTRACTS*

6.1.1 The City may perform on-site construction operations related to the Work and as part of the Project with the City's workforce or with separate contractors.

6.2 *COORDINATION*

6.2.1 The City will coordinate activities of the City's workforce and of each separate contractor with work of Contractor, and Contractor shall cooperate with the City and separate contractors.

6.2.1.1 Contractor shall participate with other separate contractors and the City in reviewing their construction schedules when directed to do so by the Project Manager. Contractor shall make revisions to construction schedule and Contract Price deemed

necessary after joint review and mutual agreement. Construction schedules shall then constitute schedules to be used by Contractor, separate contractors, and the City, until subsequently revised.

6.2.2 Contractor shall afford to the City and to separate contractors reasonable opportunity for introduction and storage of their materials and equipment, and for performance of their activities.

6.2.3 If part of Contractor's work depends on proper execution of construction or operations by the City or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, inspect the other work and promptly report to City Engineer apparent discrepancies or defects in the other construction that would render it unsuitable for the proper execution of the Work. Failure of Contractor to report apparent discrepancies or defects in the other construction shall constitute acknowledgment that the City's or separate contractor's completed or partially completed construction is fit and proper to receive Contractor's work, except as to discrepancies or defects not then reasonably discoverable.

6.3 *MUTUAL RESPONSIBILITY*

6.3.1 The responsible party bears the costs caused by delays, by improperly timed activities, or by nonconforming construction.

6.3.2 Contractor shall promptly remedy damage caused by Contractor to completed or partially completed construction or to property of the City or separate contractor.

6.3.3 Claims or disputes between Contractor and other City contractors, or subcontractors of other City contractors, working on the Project must be submitted to binding arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association upon demand by any party to the dispute or by the City.

6.4 *THE CITY'S RIGHT TO CLEAN UP*

6.4.1 If dispute arises among Contractor, separate contractors, and the City as to responsibility under their respective contracts for maintaining premises and surrounding area free from waste materials and rubbish as described in Section 3.21, the City may clean up and allocate cost among those responsible, as determined by City Engineer.

ARTICLE 7 - CHANGES IN THE WORK

7.1 *CHANGES*

7.1.1 Changes in scope of the Work, subject to limitations in Article 7 and elsewhere in the Contract, may be accomplished without invalidating the Contract, or without notifying Surety by:

- .1 Change Order;
- .2 Work Change Directive; or
- .3 Minor Change in the Work.

7.1.2 The following types of Change Orders require City Council approval:

- .1 a single Change Order that exceeds five percent of Original Contract Price,
 - .2 a Change Order which, when added to previous Change Orders, exceeds five percent of Original Contract Price,
 - .3 a Change Order, in which the total value of increases outside of the general scope of work approved by City Council, when added to increases outside the general scope of work approved by City Council in previous Change Orders, exceeds 40 percent of the Original Contract Price, even if the net increase to the Original Contract Price is five percent or less.
- In this context, "increase" means an increase in quantity resulting from the addition of locations not within the scope of work approved by City Council, or the addition of types of goods or services not bid as unit price items.

Nothing in this Section is intended to permit an increase of the Contract Price in excess of the limit set out in TEX. LOC. GOV'T CODE ANN. §252.048 or its successor statute.

7.1.3 Contractor shall proceed promptly to execute changes in the Work provided in Modifications, unless otherwise stated in the Modification.

7.2 *WORK CHANGE DIRECTIVES*

7.2.1 A Work Change Directive cannot change Contract Price or Contract Time, but is evidence that the Parties agree that a change, ordered by directive, will be incorporated in a subsequently issued Change Order as to its effect, if any, on Contract Price or Contract Time.

7.2.2 Failure by Contractor to commence work identified in a Work Change Directive within the time specified by City Engineer, or to complete the

work in a reasonable period of time, may be determined by City Engineer to be a material breach of Contract.

7.2.3 A Work Change Directive is used in the absence of total agreement of the terms of a Change Order. Interim payments are made in accordance with Paragraph 9.6.1.

7.2.4 If Contractor signs a Work Change Directive, then Contractor agrees to its terms including adjustment in Contract Price and Contract Time or method for determining them. Agreement by the Parties to adjustments in Contract Price and Contract Time are immediately recorded as a Change Order.

7.2.5 City Engineer, by Work Change Directive, may direct Contractor to take measures as necessary to expedite construction to achieve Date of Substantial Completion on or before expiration of Contract Time. When the Work is expedited solely for convenience of the City and not due to Contractor's failure to prosecute timely completion of the Work, then Contractor is entitled to an adjustment in Contract Price equal to actual costs determined in accordance with Article 7.

7.3 *ADJUSTMENTS IN CONTRACT PRICE*

7.3.1 Adjustments in Contract Price are accomplished by Change Order and are based on one of the following methods:

- .1 mutual acceptance of fixed price, properly itemized and supported by sufficient data to permit evaluation;
- .2 unit prices stated in the Contract or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the Parties and mutually acceptable fixed or percentage fee; or
- .4 as provided in Paragraph 7.3.2.

7.3.2 If Contractor does not agree with a change in Contract Price or Contract Time or the method for adjusting them specified in the Work Change Directive within 21 days from date of the Work Change Directive's issuance, method and adjustment are determined by City Engineer. If Project Manager or Contractor disagree with City Engineer's determination they then may file a Claim in accordance with Section 4.4.

7.3.2.1 If City Engineer determines a method and adjustment in Contract Price under Paragraph

7.3.2, Contractor shall provide, in a form as City Engineer may prescribe, appropriate supporting data for items submitted under Paragraph 7.3.2. Failure to submit the data within 21 days of request for the data by City Engineer shall constitute waiver of a Claim.

7.3.2.2 Unless otherwise provided in the Contract, costs for the purposes of this Paragraph 7.3.2 are limited to the following:

- .1 costs of labor, including labor burden as stated below for social security, unemployment insurance, customary and usual fringe benefits required by agreement or custom, and Workers' Compensation insurance;
 - .1 the maximum labor burden applied to costs of labor for changes in the Work is 55 percent;
- .2 costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from Contractor or others, with prior approval of City Engineer;
- .4 costs of premiums for Bonds and insurance and permit fees related to the change in the Work;
- .5 additional costs of direct supervision of work and field office personnel directly attributable to the change; and
- .6 allowances for overhead and profit as stated below.
 - .1 the maximum allowances for overhead and profit on increases due to Change Orders:
 - .2 for changes in the Work performed by Contractor and Subcontractors, allowance for overhead and profit are applied to an amount equal to cost of all additions less cost of all deletions to the Work. Allowance for overhead to Contractor and first tier Subcontractors on changes performed by Subcontractors are applied to an amount equal to the sum of all increases to the Work by applicable Subcontractors.

	<u>Overhead</u>	<u>Profit</u>
to Contractor for change in the Work performed by Subcontractors:	10 percent	0 percent
to first tier Subcontractors for change in the Work performed by its Subcontractors:	10 percent	0 percent
to Contractor and Subcontractor for change in the Work performed by their respective firms:	10 percent	5 percent

7.3.3 If the City deletes or makes a change, which results in a net decrease in Contract Price, the City is entitled to a credit calculated in accordance with Paragraphs 7.3.1 and 7.3.2 and Subparagraphs 7.3.2.1, and 7.3.2.2.1 through 7.3.2.2.5. When both additions and credits covering related work or substitutions are involved in a change, allowance for overhead and profit is figured on the basis of a net increase, if any, with respect to that change in accordance with Subparagraph 7.3.2.2.6.

7.3.4 When Contractor agrees with the determination made by City Engineer concerning adjustments in Contract Price and Contract Time, or the Parties otherwise reach agreement upon the adjustments, the agreement will be immediately recorded by Change Order.

7.4 *MINOR CHANGES IN THE WORK*

7.4.1 A Minor Change in Work is binding on the Parties. Contractor shall acknowledge, in a written form acceptable to City Engineer, that there is no change in Contract Time or Contract Price and shall carry out the written orders promptly.

ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION*

8.1.1 Time is of the essence in the Contract. By executing the Contract, Contractor agrees that Contract Time is a reasonable period for performing the Work.

8.1.2 *Computation of Time:* In computing any period of time prescribed or allowed by the General Conditions, the day of the act, event, or default after which designated period of time begins to run is not to be included. Last day of the period so

computed is to be included, unless it is a Sunday or Legal Holiday, in which event the period runs until end of next day which is not a Sunday or Legal Holiday. Sundays and Legal Holidays are considered to be days and are to be included in all other time computations relative to Contract Time.

8.1.3 Contractor may not commence the Work prior to the effective date of insurance and Bonds required by Article 11.

8.1.4 Contractor shall proceed expeditiously and without interruption, with adequate forces, and shall achieve Date of Substantial Completion within Contract Time.

8.1.5 Should progress of the Work fall behind construction schedule, except for reasons stated in Paragraph 8.2.1, Contractor shall promptly submit at the request of Project Manager, updated construction schedule to City Engineer for approval. Contractor's failure to submit updated schedule may, at City Engineer's discretion, constitute a material breach of the Contract. Contractor shall take action necessary to restore progress by working the hours, including night shifts and lawful overtime operations as necessary, to achieve Date of Substantial Completion within Contract Time.

8.1.6 Except in connection with safety or protection of persons or the Work or property at the site or adjacent to the site, and except as otherwise indicated in the Contract, all the Work at the site will be performed Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. Contractor may not perform work between 7:00 p.m. and 7:00 a.m., on a Sunday, or on a Legal Holiday, without giving City Engineer 24-hour prior written notice and receiving written consent of City Engineer.

8.2 *DELAYS AND EXTENSIONS OF TIME*

8.2.1 Contractor may request extension of Contract Time for a delay in performance of work that arises from causes beyond control and without fault or negligence of Contractor. Examples of these causes are:

- .1 acts of God or of the public enemy;
- .2 acts of government in its sovereign capacity;
- .3 fires;
- .4 floods;
- .5 epidemics;
- .6 quarantine restrictions;
- .7 strikes;
- .8 freight embargoes;
- .9 unusually severe weather; and
- .10 discovery of Pollutants or Pollutant Facilities at the site.

8.2.2 For any reason other than those listed in Section 4.3.6.2, if the Contractor's work is delayed in any manner or respect, the Contractor shall have no claim for damages and shall have no right of additional compensation from the City by reason of any delay or increased expense to the Contractor's work, except for an extension of time as provided in this provision.

8.2.3 Contractor may request an extension of Contract Time for delay only if:

- .1 delay is caused by failure of Subcontractor or Supplier to perform or make progress; and
- .2 cause of failure is beyond control of both Contractor and Subcontractor or Supplier.

8.2.4 Claims relating to Contract Time must be made in accordance with Paragraph 4.3.7.

8.2.5 Claims for extending or shortening Contract Time are based on written notice promptly delivered by the Party making Claim to other Party. Claim must accurately describe occurrence generating Claim, and a statement of probable effect on progress of the Work.

8.2.6 Claims for extension of Contract Time are considered only when a Claim is filed within the time limits stated in Paragraph 4.3.3.

- .1 Notwithstanding paragraph 4.3.3, an extension of time for delays under this paragraph may be granted only upon written application by the Contractor within 48 hours from the claimed delay.

8.2.7 Written notice of Claim must be accompanied by claimant's written statement that adjustment claimed is entire adjustment to which claimant is entitled as a result of the occurrence of the event. When the Parties cannot agree, Claims for adjustment in Contract Time are determined by City Engineer in accordance with Section 4.4.

8.2.8 Adjustments to Contract Time are accomplished by Change Order.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 *UNIT PRICE WORK*

9.1.1 Where the Contract provides that all or part of the Work is based on Unit Prices, the Original

Contract Price includes, for all Unit Price work, an amount equal to the sum of Unit Prices times Unit Price Quantities for each separately identified item of Unit Price work.

9.1.2 Each Unit Price includes an amount to cover Contractor's overhead and profit for each separately identified item.

9.1.3 The Contractor may not make a Claim against the City for excess or deficiency in Unit Price Quantities provided in the Contract, except as provided in Subparagraph 9.1.4. Payment at the prices stated in the Contract is in full for the completed work. Contractor is not entitled to additional payment for materials, supplies, labor, tools, machinery and all other expenditures incidental to satisfactory completion of the Work.

9.1.4 City Engineer may increase or decrease quantities of the Work within limitations stated in Paragraph 7.1.2. Contractor is entitled to payment for actual quantities of items provided at Unit Prices set forth in the Contract.

9.1.5 Where the final quantity of work performed by Contractor on Major Unit Price Work item differs by more than 25 percent from quantity of the item stated in the Contract, a Party may request an adjustment in Unit Price, for the portion that differs by more than 25 percent, by a Change Order under Section 7.3.

9.2 *ESTIMATES FOR PAYMENT, UNIT PRICE WORK*

9.2.1 Following the day of each month indicated in the Contract, Project Manager will prepare a Certificate for Payment for the preceding monthly period based on estimated units of work completed. Prior to preparing Certificate of Payment, Contractor shall have submitted to City Engineer on a form approved by the Director of the Mayor's Office of Business Opportunity, evidence satisfactory to the City Engineer of payments made to Subcontractors and Suppliers for the month preceding the month for which the Certificate for Payment is prepared.

9.2.2 Before final completion, City Engineer will review and confirm with Contractor the actual final installed Unit Price quantities. City Engineer's determination of actual final installed Unit Price quantities will be included in the final Certificate for Payment and any previous underpayments and overpayments will be reconciled with the actual final Unit Price quantities. Contractor shall file written notice of intent to appeal, if any, City Engineer's

determination within 10 days of receipt of final Certificate for Payment. Upon expiration of the 10-day period, City Engineer's decision is final and binding on the Parties. If Contractor submits notice within the 10-day period, Contractor shall submit a Claim in accordance with Section 4.4.

9.3 *STIPULATED PRICE WORK*

9.3.1 For work contracted on a Stipulated Price basis, 10 days before submittal of first Application for Payment, Contractor shall submit to City Engineer a Schedule of Values allocated to various portions of the Work, prepared in the form and supported by the data as City Engineer may require to substantiate its accuracy. This schedule, as approved by City Engineer, is used as a basis for approval of Contractor's Applications for Payment.

9.4 *APPLICATIONS FOR PAYMENT, STIPULATED PRICE WORK*

9.4.1 For work contracted on a Stipulated Price basis, Contractor shall submit Applications for Payment to City Engineer each month on a form acceptable to City Engineer in accordance with Schedule of Values. Application must indicate percentages of completion of each portion of the Work listed in Schedule of Values as of the end of the period covered by the Application for Payment.

9.4.2 Applications for Payment must be supported by substantiating data as City Engineer may require and must reflect retainages as provided below. Evidence satisfactory to the City Engineer of payments made to Subcontractors and Suppliers for the month preceding the month for which the Application for Payment is submitted must accompany each Application for Payment on a form approved by the Director of Mayor's Office of Business Opportunity. Application must be sworn and notarized.

9.5 *CERTIFICATES FOR PAYMENT*

9.5.1 City Engineer will, within 10 days after the date specified in the Contract for Unit Price work, or upon receipt of Contractor's Application for Payment for Stipulated Price work, issue a Certificate for Payment for work based on amount which City Engineer determines is properly due, with copy to Contractor.

9.5.2 Unless otherwise provided in the Contract, payment for completed work and for properly stored Products is conditioned upon compliance with procedures satisfactory to City Engineer to protect the City's interests. Procedures

will include applicable insurance, storage, and transportation to site for materials and equipment stored off-site. Contractor is responsible for maintaining materials and equipment until Date of Substantial Completion.

9.5.3 Contractor shall document its use of Ultra Low Sulfur Diesel Fuel by providing invoices and receipts evidencing Contractor's use.

9.6 *COMPUTATIONS OF CERTIFICATES FOR PAYMENT*

9.6.1 Subject to the provisions of the Contract, the amount of each Certificate for Payment is calculated as follows:

- .1 that portion of Contract Price allocated to completed work as determined by:
 - .1 multiplying the percentage of completion of each portion of the Work listed in the Schedule of Values by the value of that portion of the Work, or
 - .2 multiplying Unit Price quantities Installed times the Unit Prices listed in the Contract;
- .2 plus progress payments for completed work that has been properly authorized by Modifications;
- .3 less retainage of five percent;
- .4 plus actual costs, properly substantiated by certified copies of invoices and freight bills, of non-perishable materials and equipment delivered and properly stored, if approved in advance by Project Manager, less 15 percent;
- .5 less any previous payments by the City.

9.7 *DECISIONS TO WITHHOLD CERTIFICATION*

9.7.1 City Engineer may decline to certify payment and may withhold payment in whole or in part to the extent reasonably necessary to protect the City if, in City Engineer's opinion, there is reason to believe that:

- .1 nonconforming work has not been remedied;
- .2 the Work cannot be completed for unpaid balance of Contract Price;
- .3 there is damage to the City or another contractor;
- .4 the Work will not be completed within Contract Time and that unpaid balance will not be adequate to cover actual and liquidated damages;

- .5 probable evidence that third party claims will be filed in court, in arbitration, or otherwise;
- .6 Contractor has failed to make payments to Subcontractors or Suppliers for labor, material, or equipment; or
- .7 Contractor has persistently failed to carry out work in accordance with the Contract.
- .8 Contractor has not paid Subcontractors or Suppliers because of a payment dispute; or
- .9 Contractor has failed to provide satisfactory evidence described in Paragraphs 9.2.1, 9.4.2, and 9.8.2.

9.7.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.7.3 City Engineer may decline to certify payment and may withhold request for payment in whole or in part upon failure of Contractor to submit initial construction schedule or monthly schedule updates, as required in Paragraphs 3.15.1 and 3.15.3.

9.8 *PROGRESS PAYMENTS*

9.8.1 The City will make payment, in an amount certified by City Engineer, within 20 days after City Engineer has issued a Certificate for Payment.

9.8.2 The City has no obligation to pay or to facilitate the payment to a Subcontractor or Supplier, except as may otherwise be required by law. Contractor shall comply with the prompt payment requirements of Chapter 2251 of the Government Code. State law requires payment of Subcontractors and Suppliers by Contractor within 7 calendar days of Contractor's receipt of payment from the City, unless there is a payment dispute between Contractor and a Subcontractor or Supplier evidenced on a form approved by the Director of Mayor's Office of Business Opportunity and submitted to the City Engineer each month with Application for Payment or Estimate for Payment.
CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.

9.8.2.1 The City may, upon request and at the discretion of City Engineer, furnish to Subcontractor information regarding percentages of completion or

the amounts applied for by Contractor, and action taken thereon by the City because of work done by the Subcontractor.

9.8.2.2 Contractor shall prepare and submit to City Engineer a Certification of Payment to Subcontractors and Suppliers form to be attached to each monthly Estimate for Payment or Application for Payment.

9.8.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Work by the City, does not constitute acceptance of work which is not in accordance with the Contract.

9.9 *DATE OF SUBSTANTIAL COMPLETION*

9.9.1 When Contractor considers the Work, or a portion thereof designated by City Engineer, to be substantially complete, Contractor shall prepare and submit to Project Manager a comprehensive punch list of items to be completed or corrected. Failure to include an item on the punch list does not alter the responsibility of Contractor to comply with the Contract.

9.9.1.1 By submitting the punch list to Project Manager, Contractor represents that work on the punch list will be completed within the time provided for in Subparagraph 9.9.4.3.

9.9.2 Upon receipt of Contractor's punch list, Project Manager will inspect the Work, or designated portion thereof, to verify that the punch list contains all items needing completion or correction. If Project Manager's inspection discloses items not on Contractor's punch list, the items must be added to the punch list of items to be completed or corrected. If Project Manager's inspection reveals that Contractor is not yet substantially complete, Contractor shall complete or correct the deficiencies and request another inspection by Project Manager. The City may recover the costs of re-inspection from Contractor.

9.9.3 Prior to City Engineer's issuing a Certificate of Substantial Completion, Contractor shall also provide:

- .1 Certificate of Occupancy for new construction, or Certificate of Compliance for remodeled work, as applicable, and
- .2 compliance with Texas Accessibility Standards through state inspection of the Work, if required. If Contractor calls for inspection in a timely manner

and the inspection is delayed through no fault of Contractor, and City Engineer so confirms, City Engineer may, upon request by Contractor, add the inspection to the punch list in Paragraph 9.9.2 and issue a Certificate of Substantial Completion.

9.9.4 When the Work, or designated portion thereof, is determined by City Engineer to be sufficiently complete in accordance with the Contract so the City can occupy or utilize the Work, or designated portion thereof, for the purpose for which it is intended, City Engineer will prepare a Certificate of Substantial Completion that incorporates the punch list in Paragraph 9.9.2 and establishes:

- .1 Date of Substantial Completion;
- .2 responsibilities of the Parties for security, maintenance, heating, ventilating and air conditioning, utilities, damage to the Work, and insurance; and
- .3 fixed time within which Contractor shall complete all items on punch list of items to be corrected accompanying the certificate.

9.9.5 Warranties required by the Contract shall commence on the Date of Substantial Completion unless otherwise provided by City Engineer in Certificate of Substantial Completion. Warranties may not commence on items not substantially completed.

9.9.6 After Date of Substantial Completion and upon application by Contractor and approval by City Engineer, the City may make payment, reflecting adjustment in retainage, if any, as follows:

- .1 with the consent of Surety, the City may increase payment to Contractor to 96 percent of Contract Price, less value of items to be completed and accrued liquidated damages.

9.9.7 Contractor shall complete or correct the items in Paragraph 9.9.2 within the time period set out in the Certificate of Substantial Completion. If Contractor fails to do so, the City may issue a Notice of Noncompliance and proceed according to Section 2.5.

9.10 *PARTIAL OCCUPANCY OR USE*

9.10.1 The City may occupy or use any completed or partially completed portion of the Work at any stage, provided the occupancy or use is consented to by Contractor and Contractor's insurer and authorized by public authorities having jurisdiction over the Work. Consent of Contractor to

partial occupancy or use may not be unreasonably withheld.

9.10.2 Immediately prior to the partial occupancy or use, Project Manager and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used to determine and record condition of the Work.

9.10.3 Partial occupancy or use of a portion of the Work does not constitute acceptance of work not in compliance with requirements of the Contract.

9.11 *FINAL COMPLETION AND FINAL PAYMENT*

9.11.1 Contractor shall review the Contract and inspect the Work prior to Contractor notification to City Engineer that the Work is complete and ready for final inspection. Contractor shall submit affidavit that the Work has been inspected and that the Work is complete in accordance with requirements of the Contract.

9.11.2 Project Manager will make final inspection within 15 days after receipt of Contractor's written notice that the Work is ready for final inspection and acceptance. If Project Manager finds the Work has been completed in accordance with the Contract, Contractor shall submit items set out in Paragraph 9.11.4 and, for stipulated price contracts, a final Application for Payment. City Engineer will, within 10 days, issue Certificate of Final Completion stating that to the best of City Engineer's knowledge, information, and belief, the Work has been completed in accordance with the Contract, and will recommend acceptance of the Work by City Council.

9.11.3 Should work be found not in compliance with requirements of the Contract, City Engineer will notify Contractor in writing of items of noncompliance. Upon inspection and acceptance of the corrections by Project Manager, compliance with all procedures of Paragraph 9.11.2, and Contractor's submission of the items set out in Paragraph 9.11.4, the City Engineer will issue Certificate of Final Completion to Contractor as provided in Paragraph 9.11.2.

9.11.4 Contractor shall submit the following items to City Engineer before City Engineer will issue a Certificate of Final Completion:

- .1 affidavit that payrolls, invoices for materials and equipment, and other indebtedness of Contractor connected with the Work, less amounts withheld by the City, have been paid or otherwise satisfied. If required by City Engineer, Contractor shall submit

- .2 further proof including waiver or release of lien or claims from laborers or Suppliers of Products;
- .3 certificate evidencing that insurance required by the Contract to remain in force after final payment is currently in effect, will not be canceled or materially changed until at least 30 days written notice has been given to the City;
- .4 written statement that Contractor knows of no substantial reason that insurance will not be renewable to cover correction and warranty period required by the Contract;
- .5 consent of Surety to final payment; and
- .5 copies of record documents, maintenance manuals, tests, inspections, and approvals.

Upon City Engineer's issuance of a Certificate of Final Completion, Contractor may request increase in payment to 99 percent of Contract Price, less accrued liquidated damages.

9.11.5 If Contractor fails to submit required items in Paragraph 9.11.4 within 10 days of Project Manager's inspection of the Work under Paragraph 9.11.2 or Paragraph 9.11.3, City Engineer may, but is not obligated to:

- .1 deduct liquidated damages accrued from monies held;
- .2 proceed to City Council for acceptance of the Work, minus some or all of the items Contractor fails to submit under Paragraph 9.11.4; and,
- .3 upon acceptance by City Council of the portion of the Work completed, make final payment as set out in Paragraph 9.11.8.

9.11.6 If final completion is materially delayed through no fault of Contractor, or by issuance of Change Orders affecting date of final completion, and City Engineer so confirms, the City may, upon application by Contractor and certification by City Engineer, and without terminating the Contract, make payment of balance due for that portion of the Work fully completed and accepted.

9.11.7 If remaining balance due for work not corrected is less than retainage stipulated in the Contract, Contractor shall submit to City Engineer written consent of Surety to payment of balance due for that portion of the Work fully completed and accepted, prior to certification of the payment. The payment is made under terms governing final payment, except that it does not constitute waiver of Claims.

9.11.8 The City will make final payment to Contractor within 30 days after acceptance of the Work by City Council, subject to limitations, if any, as stated in the Contract.

9.11.9 Acceptance of final payment by Contractor shall constitute a waiver of all Claims, whether known or unknown, by Contractor, except those previously made in writing and identified by Contractor as unsettled at time of final Application for Payment.

9.12 *LIQUIDATED DAMAGES*

9.12.1 Contractor, Surety, and the City agree that failure to complete the Work within Contract Time will cause damages to the City and that actual damages from harm are difficult to estimate accurately. Therefore, Contractor, Surety, and the City agree that Contractor and Surety are liable for and shall pay to the City the amount stipulated in Supplementary Conditions as liquidated damages, and that the amount of damages fixed therein is a reasonable forecast of just compensation for harm to the City resulting from Contractor's failure to complete the Work within Contract Time. The amount stipulated will be paid for each day of delay beyond Contract Time until Date of Substantial Completion.

9.12.2 Contractor shall pay the City an amount equal to \$1,200.00 per diesel operating vehicle or piece of motorized equipment per incident of high sulfur diesel fuel usage.

ARTICLE 10 - SAFETY PRECAUTIONS

10.1 *SAFETY PROGRAMS*

10.1.1 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Contract. Contractor shall submit a safety program to City Engineer prior to mobilizing for the Work, and is solely responsible for safety, efficiency, and adequacy of ways, means, and methods, and for damage which might result from failure or improper construction, maintenance, or operation performed by Contractor.

10.2 *POLLUTANTS AND POLLUTANT FACILITIES*

10.2.1 If Contractor encounters material on-site which it reasonably believes to be a Pollutant or

facilities which it reasonably believes to be a Pollutant Facility, Contractor shall immediately stop work in affected area and immediately notify City Engineer, confirming the notice thereafter in writing.

10.2.2 If City Engineer determines that the material is a Pollutant or facility is a Pollutant Facility, work in affected area may not be resumed except by Modification, and only if the work would not violate applicable laws or regulations.

10.2.3 If City Engineer determines that the material is not a Pollutant or a facility is not a Pollutant Facility, work in affected area will be resumed upon issuance of a Modification.

10.2.4 Contractor is not required to perform, unless authorized by Change Order, work relating to Pollutants or Pollutant Facilities except for that work relating to Pollutants or Pollutant Facilities specified in the Contract.

10.3 *SAFETY OF THE ENVIRONMENT, PERSONS, AND PROPERTY*

10.3.1 Contractor shall take reasonable precautions for safety and shall provide reasonable protection to prevent damage, injury, or loss from all causes, to:

- .1 employees performing work on-site, and other persons who may be affected thereby;
- .2 work, including Products to be incorporated into the Work, whether in proper storage, under control of Contractor or Subcontractor; and
- .3 other property at or adjacent to the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal or replacement in course of construction.

10.3.2 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons, property, or environment.

10.3.2.1 Contractor shall comply with requirements of Underground Facility Damage Prevention and Safety Act TEX. UTIL. CODE ANN. Ch. 251 (Vernon Supp. 2002).

10.3.2.2 Contractor shall comply with all safety rules and regulations of the Federal Occupational Health and Safety Act of 1970 and subsequent amendments (OSHA).

10.3.3 Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection of persons and property, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.3.4 Contractor shall designate responsible member of Contractor's organization at site whose duty is prevention of accidents. This person will be Contractor's Superintendent unless otherwise designated by Contractor in writing to City Engineer.

10.3.5 Contractor shall prevent windblown dust and may not burn or bury trash debris or waste products on-site. Contractor shall prevent environmental pollution, including but not limited to particulates, gases and noise, as a result of the Work.

10.3.6 When use or storage of hazardous materials or equipment, or unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on the activities under supervision of properly qualified personnel.

10.3.7 Contractor shall promptly remedy damage and loss to property referred to in Subparagraphs 10.3.1.2 and 10.3.1.3, caused in whole or in part by Contractor, or Subcontractors, which is not covered by insurance required by the Contract. Contractor is not required to remedy damage or loss attributable to the City, Design Consultant, or other contractors.

10.4 *EMERGENCIES*

10.4.1 In emergencies affecting safety of persons or property, Contractor shall act at Contractor's discretion to prevent imminent damage, injury, or loss. Additional compensation or extension of time claimed by Contractor because of emergencies are determined as provided in Article 7.

ARTICLE 11 - INSURANCE AND BONDS

11.1 *GENERAL INSURANCE REQUIREMENTS*

11.1.1 With no intent to limit Contractor's liability under indemnification provisions set forth in Paragraphs 3.25 and 3.26, Contractor shall provide and maintain in full force and effect during term of the Contract and all extensions and amendments

thereto, at least the following insurance and available limits of liability.

11.1.2 If any of the following insurance is written as "claims made" coverage and the City is required to be carried as additional insured, then Contractor's insurance shall include a two-year extended discovery period after last date that Contractor provides any work under the Contract.

11.1.3 Aggregate amounts of coverage, for purposes of the Contract, are agreed to be amounts of coverage available during fixed 12-month policy period.

11.2 *INSURANCE TO BE PROVIDED BY CONTRACTOR*

11.2.1 *Risks and Limits of Liability:* Contractor shall provide at a minimum insurance coverage and limits of liability set out in Table 1.

11.2.1.1 If Limit of Liability for Excess Coverage is \$2,000,000 or more, Limit of Liability for Employer's Liability may be reduced to \$500,000.

11.2.2 *Form of Policies:* Insurance may be in one or more policies of insurance, form of which is subject to approval by City Engineer. It is agreed, however, that nothing City Engineer does or fails to do with regard to insurance policies relieves Contractor from its duties to provide required coverage and City Engineer's actions or inactions will never be construed as waiving the City's rights.

11.2.3 *Issuers of Policies:* Issuer of any policy shall have:

- .1 a Certificate of Authority to transact business in Texas, or
- .2 have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, and the issuer must be an eligible nonadmitted insurer in the State of Texas.

Each insurer is subject to approval by City Engineer in City Engineer's sole discretion as to conformance with these requirements, pursuant to Paragraph 11.2.2.

11.2.4 *Insured Parties:* The City shall be an Additional Insured under this Contract. Each policy, except those for Workers' Compensation and Owner's and Contractor's Protective Liability, must name the City, its officers, agents, and employees as Additional Insured parties on original policy and all

renewals or replacements during term of the Contract. The City's status as Additional Insured under Contractor's insurance does not extend to instances of sole negligence of the City unmixed with any fault of Contractor.

11.2.5 *Deductibles:* Contractor assumes and bears any claims or losses to extent of deductible amounts and waives any claim it may ever have for same against the City, its officers, agents, or employees.

11.2.6 *Cancellation:* Contractor shall notify the Director in writing 30 days prior to any cancellation or material change to Contractor's insurance coverage. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the City Engineer, at his or her sole discretion, may:

- .1 immediately suspend Contractor from any further performance under this Contract and begin procedures to terminate for default, or
- .2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Contract.

11.2.7 *Subrogation:* Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees. Each policy, except professional liability, must contain an endorsement waiving such claim.

11.2.8 *Endorsement of Primary Insurance:* Each policy, except Workers' Compensation policies, must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising hereunder.

11.2.9 *Liability for Premium:* Contractor is solely responsible for payment of all insurance premium requirements hereunder and the City is not obligated to pay any premiums.

11.2.10 *Additional Requirements for Workers' Compensation Insurance Coverage:* Contractor shall, in addition to meeting the obligations set forth in Table 1, maintain throughout the term of the Contract Workers' Compensation coverage as required by statute, and Contractor shall specifically comply with requirements set forth in Paragraph 11.2.10. The definitions set out below shall apply only for purposes of this Paragraph 11.2.10.

- 11.2.10.1 Definitions:
- .1 *Certificate of Coverage*: A copy of certificate of insurance, or coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory Workers' Compensation insurance coverage for Contractor's, Subcontractor's, or Supplier's employees providing services for the duration of the Contract.
 - .2 *Duration of the Work*: Includes the time from Date of Commencement of the Work until Contractor's work under the Contract has been completed and accepted by City Council.
 - .3 *Persons providing services for the Work (Subcontractor in Texas Labor Code § 406.096)*: includes all persons or entities performing all or part of services Contractor has undertaken to perform on the Work, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of the entity, or employees of entity which furnishes persons to provide services on the Work. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Work. Services do not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2.10.2 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of coverage agreements, which meets the statutory requirements of TEX. LAB. CODE ANN., Section 401.011(44) for employees of Contractor providing services on the Work, for duration of the Work.
- 11.2.10.3 Contractor shall provide a Certificate of Coverage to the City prior to being awarded the Contract.
- 11.2.10.4 If coverage period shown on Contractor's original Certificate of Coverage ends during duration of the Work, Contractor shall file new Certificate of Coverage with the City showing that coverage has been extended.
- 11.2.10.5 Contractor shall obtain from each person providing services on the Work, and provide to City Engineer:
- .1 Certificate of Coverage, prior to that person beginning work on the Work, so the City will have on file Certificates of Coverage showing coverage for all persons providing services on the Work; and
 - .2 no later than seven days after receipt by Contractor, new Certificate of Coverage showing extension of coverage, if coverage period shown on current Certificate of Coverage ends during the duration of the Work.
- 11.2.10.6 Contractor shall retain all required Certificates of Coverage for the duration of the Work and for one year thereafter.
- 11.2.10.7 Contractor shall notify City Engineer in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects provision of coverage of any person providing services on the Work.
- 11.2.10.8 Contractor shall post on-site a notice, in text, form and manner prescribed by Texas Workers' Compensation Commission, informing all persons providing services on the Work that they are required to be covered, and stating how person may verify coverage and report lack of coverage.
- 11.2.10.9 Contractor shall contractually require each person with whom it contracts to provide services on the Work to:
- .1 provide coverage, based on proper reporting of classification codes, payroll amounts and filing of any coverage agreements, which meets statutory requirements of TEX. LAB. CODE ANN., Section 401.011(44) for all its employees providing services on the Work, for the duration of the Work;
 - .2 provide to Contractor, prior to that person's beginning work on the Work, a Certificate of Coverage showing that coverage is being provided for all employees of the person providing services on the Work, for the duration of the Work;
 - .3 provide 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 Work;

- .4 obtain from each other person with whom it contracts, and provide to Contractor: (1) Certificate of Coverage, prior to other person's beginning work on the Work; and (2) new Certificate of Coverage showing extension of coverage, prior to end of coverage period, if coverage period shown on the current Certificate of Coverage ends during duration of the Work.
- .5 retain all required Certificates of Coverage on file for the duration of the Work and for one year thereafter;
- .6 notify City Engineer in writing by certified mail or personal delivery within 10 days after person knew, or should have known, of change that materially affects provision of coverage of any person providing services on the Work; and
- .7 contractually require each person with whom it contracts to perform as required by Paragraphs 11.2.10.1 through 11.2.10.7, with Certificates of Coverage to be provided to person for whom they are providing services.

11.2.10.10 By signing the Contract or providing or causing to be provided a Certificate of Coverage, Contractor is representing to the City that all employees of Contractor who will provide services on the Work will be covered by Workers' Compensation coverage for the duration of the Work, that coverage will be based on proper reporting of classification codes and payroll amounts,

and that all coverage agreements will be filed with appropriate insurance carrier. Contractor is not allowed to self-insure Workers' Compensation. Contractor may be subject to administrative penalties, criminal penalties, civil penalties, or other civil actions for providing false or misleading information.

11.2.10.11 Contractor's failure to comply with Paragraph 11.2.10 is a breach of the Contract by Contractor, which entitles the City to declare the Contract void if Contractor does not remedy breach within 10 days after receipt of notice of breach from City Engineer.

11.2.11 *Subcontractor Insurance Requirements:* Contractor shall require Subcontractors and Suppliers to obtain Commercial General Liability, Workers' Compensation, Employer's Liability and Automobile Liability coverage that meets all the requirements of Paragraph 11.2. The amount must be commensurate with the amount of the subcontract, but not less than \$500,000 per occurrence. Contractor shall require all Subcontractors with whom it contracts directly, whose subcontracts exceed \$100,000, to provide proof of Commercial General Liability and Automobile Liability insurance coverage meeting the above requirements. Contractor shall comply with all requirements set out under Paragraph 11.2.10 as to Workers' Compensation Insurance for all Subcontractors and Suppliers.

TABLE 1
REQUIRED COVERAGE

(Coverage)	(Limit of Liability)
.1 Workers' Compensation	Statutory Limits for Workers' Compensation
.2 Employer's Liability	Bodily Injury by Accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee)
.3 Commercial General Liability: Including Contractor's Protective, Broad Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products, and Completed Operations (for a period of one year following completion of the Work).	Combined single limit of \$1,000,000 (each occurrence), subject to general aggregate of \$1,000,000; Products and Completed Operations \$1,000,000 aggregate.
.4 Owner's and Contractor's Protective Liability	\$1,000,000 combined single limit each Occurrence/aggregate
.5 Installation Floater (Unless alternative coverage approved by City Attorney)	Value of stored material or equipment, listed on Certificates of Payments, but not yet incorporated into the Work
.6 Automobile Liability Insurance: (For automobiles furnished by Contractor in course of his performance under the Contract, including Owned, Non-owned, and Hired Auto coverage)	\$1,000,000 combined single limit each occurrence for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
.7 Excess Coverage	\$1,000,000 each occurrence/combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

11.3 *PROOF OF INSURANCE*

11.3.1 Prior to commencing services and at time during the term of the Contract, Contractor shall furnish City Engineer with Certificates of Insurance, along with Affidavit from Contractor confirming that Certificate accurately reflects insurance coverage that is available during term of the Contract. If requested in writing by City Engineer, Contractor shall furnish City Engineer with certified copies of Contractor's actual insurance policies. Failure of Contractor to provide certified copies, as requested, may be deemed, at City Engineer's or City Attorney's discretion, a material breach of the Contract.

11.3.2 Notwithstanding the proof of insurance requirements, Contractor shall continuously maintain in effect required insurance coverage set forth in Paragraph 11.2. Failure of Contractor to comply with this requirement does constitute a material breach by Contractor allowing the City, at its option, to immediately suspend or terminate work, or exercise

any other remedy allowed under the Contract. Contractor agrees that the City has not waived or is not estopped to assert a material breach of the Contract because of any acts or omissions by the City regarding its review or non-review of insurance documents provided by Contractor, its agents, employees, or assigns.

11.3.3 Contractor shall provide updated certificates of insurance to the Director upon request. The Contractor shall be responsible for delivering a current certificate of insurance in the proper form to the Director as long as Contractor is required to furnish insurance coverage under Paragraph 11.2.

11.3.4 Every certificate of insurance Contractor delivers in connection with this Contract shall

- .1 be less than 12 months old;
- .2 include all pertinent identification information for the Insurer, including the company name and address, policy

- .3 number, NAIC number or AMB number, and authorized signature;
- .4 include in the Certificate Holder Box the Project name and reference numbers, contractor's email address, and indicates the name and address of the Project Manager;
- .5 include the Contractor's email address in the Certificate Holder Box;
- .6 include the Project reference numbers on the City address so the Project reference number is visible in the envelope window; and
- .6 be appropriately marked to accurately identify all coverages and limits of the policy, effective and expiration dates, and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability.

11.4 *PERFORMANCE AND PAYMENT BONDS*

11.4.1 For Contracts over the value of \$25,000, Contractor shall provide Bonds on the City's standard forms covering faithful performance of the Contract and payment of obligations arising thereunder as required in the Contract pursuant to Chapter 2253 of the Government Code. The Bonds must be for 100 percent of Original Contract Price and in accordance with conditions stated on standard City Performance and Payment Bond and Statutory Payment Bond forms. Bonds may be obtained from Contractor's usual source and cost for the Bonds are included in Contract Price.

11.5 *MAINTENANCE BONDS*

11.5.1 *One-year Maintenance Bond:* Contractor shall provide Bond on standard City One-year Maintenance Bond form, providing for Contractor's correction, replacement, or restoration of any portion of the Work which is found to be not in compliance with requirements of the Contract during one-year correction period required in Paragraph 12.2. The Maintenance Bond must be for 100 percent of the Original Contract Price.

11.6 *SURETY*

11.6.1 A Bond that is given or tendered to the City pursuant to the Contract must be executed by a surety company that is authorized and admitted to write surety Bonds in the State of Texas.

11.6.2 If a Bond is given or tendered to the City pursuant to the Contract in an amount greater than 10 percent of Surety's capital and surplus, Surety shall provide certification that Surety has reinsured that portion of the risk that exceeds 10 percent of Surety's capital and surplus. The reinsurance must be with one or more reinsurers who are duly authorized, accredited, or trusted to do business in the State of Texas. The amount reinsured by reinsurer may not exceed 10 percent of reinsurer's capital and surplus. The amount of allowed capital and surplus must be based on information received from State Board of Insurance.

11.6.3 If the amount of a Bond is greater than \$100,000, Surety shall:

- .1 also hold certificate of authority from the United States Secretary of Treasury to qualify as surety on obligations permitted or required under federal law; or,
- .2 Surety may obtain reinsurance for any liability in excess of \$100,000 from reinsurer that is authorized and admitted as a reinsurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as surety or reinsurer on obligations permitted or required under federal law.

11.6.4 Determination of whether Surety on the Bond or the reinsurer holds a certificate of authority from the United States Secretary of the Treasury is based on information published in Federal Register covering the date on which Bond was executed.

11.6.5 Each Bond given or tendered to the City pursuant to the Contract must be on City forms with no changes made by Contractor or Surety, and must be dated, executed, and accompanied by power of attorney stating that the attorney in fact executing such the bond has requisite authority to execute such Bond. The Bonds must be dated and must be no more than 30 days old.

11.6.6 Surety shall designate in its Bond, power of attorney, or written notice to the City, an agent resident in Harris County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of the suretyship.

11.6.7 Contractor shall furnish information to a payment bond beneficiary as required by TEX. GOV'T CODE ANN. CH. 2253.

11.7 *DELIVERY OF BONDS*

11.7.1 Contractor shall deliver required Bonds to the City within time limits stated in Notice of Intent to Award and prior to Date of Commencement of the Work.

ARTICLE 12 - UNCOVERING AND CORRECTION OF THE WORK

12.1 *UNCOVERING OF THE WORK*

12.1.1 If a portion of the Work has been covered which City Engineer has not specifically requested to observe prior to its being covered, City Engineer may request to see such work and it must be uncovered by Contractor. If such work is in accordance with the Contract, the costs of uncovering and covering such work are charged to the City by Change Order. If such work is not in accordance with the Contract, Contractor shall pay for uncovering and shall correct the nonconforming Work promptly after receipt of Notice of Noncompliance to do so.

12.2 *CORRECTION OF THE WORK*

12.2.1 Contractor shall promptly correct or remove work rejected by City Engineer or work failing to conform to requirements of the Contract, whether observed before or after Date of Substantial Completion and whether fabricated, Installed, or completed.

12.2.2 Contractor bears costs of correcting the rejected or nonconforming work including additional testing and inspections, and compensation for Design Consultant's services and expenses made necessary thereby.

12.2.3 If within one year after Date of Substantial Completion, or after date for commencement of warranties established under Paragraph 9.9.5 or by other applicable special warranty required by the Contract, whichever is later in time, any of the Work is found not to be in accordance with the requirements of the Contract, Contractor shall correct such work promptly after receipt of Notice of Noncompliance to do so.

12.2.4 One-year correction period for portions of the Work completed after Date of Substantial Completion will begin on the date of acceptance of that portion of the Work. This obligation under this Paragraph survives acceptance of the Work under the Contract and termination of the Contract.

12.2.5 The one-year correction period does not establish a duration for the Contractor's general warranty under Paragraph 3.12. The City retains the right to recover damages from the Contractor as long as may be permitted by the applicable statute of limitations.

12.2.6 If Contractor does not proceed with correction of the nonconforming work within time fixed by Notice of Noncompliance, the City may correct nonconforming work or remove nonconforming work and store salvageable Products at Contractor's expense. Contractor shall pay the costs of correction of nonconforming work and removal and storage of salvageable Products to the City. If Contractor does not pay costs of the correction or removal and storage within 10 days after written notice, the City may sell the Products at auction or at private sale. The City will account for proceeds thereof after deducting costs and damages that would have been borne by Contractor, including compensation for services of Design Consultant and necessary expenses. If the proceeds of sale do not cover costs which Contractor should have borne, Contractor shall pay the value of the deficiency to the City.

12.2.7 Contractor bears cost of correcting work originally installed by Contractor, the City, or by separate contractors and damaged by Contractor's correction or removal of Contractor's work.

12.3 *ACCEPTANCE OF NONCONFORMING WORK*

12.3.1 If City Engineer prefers to accept work which is not in accordance with requirements of the Contract, City Engineer may do so only by issuance of Change Order, instead of requiring its removal and correction. City Engineer will determine Contract Price reduction. The reduction will become effective even if final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 *GOVERNING LAWS*

13.1.1 The Contract is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

13.1.2 Venue for any litigation relating to the Contract is Harris County, Texas.

13.2 *SUCCESSORS*

13.2.1 The Contract binds and benefits the Parties and their legal successors and permitted assigns; however, this Paragraph 13.2.1 does not alter the restrictions on assignment and disposal of assets set out in Paragraph 13.3.1. The Contract does not create any personal liability on the part of any officer or agent of the City.

13.3 *BUSINESS STRUCTURE AND ASSIGNMENTS*

13.3.1 Contractor may not assign the Contract at law or otherwise, or dispose of all or substantially all of its assets without City Engineer's prior written consent. Nothing in this Section, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the assignee and a clear identification of the fees to be paid to the assignee.

13.3.2 Any series, as defined by the TEX. BUS. ORG. CODE ANN., affiliate, subsidiary, or successor to which Contractor assigns or transfers assets shall join in privity and be jointly and severally liable under this Contract.

13.4 *WRITTEN NOTICE*

13.4.1 All notices required or permitted by the Contract must be in writing and must be effected by hand delivery; registered or certified mail, return receipt requested; or facsimile with confirmation copy mailed to receiving Party. Notice is sufficient if made or addressed with proper postage to the address stated in the Agreement for each Party ("Notice Address") or faxed to the facsimile number stated in the Agreement for each Party. The notice is deemed delivered on the earlier of:

- .1 the date the Notice is actually received;
- .2 the third day following deposit in a United States Postal Service post office or receptacle; or
- .3 the date the facsimile is sent unless the facsimile is sent after 5:00 p.m. local time of the recipient and then it is deemed received on the following day.

Any Party may change its Notice Address or facsimile number at any time by giving written notice of the change to the other Party in the manner provided for in this Paragraph at least 15 days prior to the date the change is affected.

13.5 *RIGHTS AND REMEDIES*

13.5.1 Duties and obligations imposed by the Contract and rights and remedies available thereunder are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.5.2 No act or failure to act by the City or Contractor is a waiver of rights or duties afforded them under the Contract, nor is the act or failure to act constitute approval of or acquiescence in a breach of the Contract. No waiver, approval or acquiescence is binding unless in writing and, in the case of the City, signed by City Engineer.

13.6 *TESTS AND INSPECTIONS*

13.6.1 Contractor shall give City Engineer, Construction Manager, and Design Consultant timely notice of the time and place where tests and inspections are to be made. Contractor shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.6.2 The City will employ and pay for services of an independent testing laboratory to perform inspections or acceptance tests required by the Contract except:

- .1 inspections or tests covered by Paragraph 13.6.3;
- .2 those otherwise specifically provided in the Contract; or
- .3 costs incurred in connection with tests or inspections conducted pursuant to Paragraph 12.2.2.

13.6.3 Contractor is responsible for and shall pay all costs in connection with inspection or testing required in connection with City Engineer's acceptance of a Product to be incorporated into the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation into the Work.

13.6.4 Neither observations by the City, Construction Manager, or Design Consultant, nor inspections, tests, or approvals by others, relieves Contractor from Contractor's obligations to perform the Work in accordance with the Contract.

13.7 *INTEREST*

13.7.1 No interest will accrue on late payments by the City except as provided under Chapter 2251 of the Government Code.

13.8	<i>PARTIES IN INTEREST</i>	.4	Contractor has had any other contract with the City terminated for cause at any time subsequent to the effective date of the Contract as set out in the Agreement; or
13.8.1	The Contract does not bestow any rights upon any third party, but binds and benefits the Parties only.		
13.9	<i>ENTIRE CONTRACT</i>	.5	Contractor fails to utilize Ultra Low Sulfur Diesel Fuel, as required in Paragraph 3.9.1.1.
13.9.1	The Contract merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants, express or implied, or other terms of any kind, exist between the Parties regarding the Contract.		
13.10	<i>WRITTEN AMENDMENT</i>		
13.10.1	Changes to the Contract that cannot be effected by Modifications, must be made by written amendment, which will not be effective until approved by City Council.		
13.11	<i>COMPLIANCE WITH LAWS</i>		
13.11.1	Contractor shall comply with the Americans with Disabilities Act of 1990 as amended (ADA) and Texas Architectural Barriers Act and all regulations relating to either statute.	.1	request that Surety complete the Work; or
13.11.2	Contractor shall comply with all applicable federal, state, and city laws, rules and regulations.	.2	take possession of the site and all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor; and
13.12	<i>SEVERABILITY</i>	.3	finish the Work by whatever reasonable method City Engineer may deem expedient.
13.12.1	If any part of the Contract is for any reason found to be unenforceable, all other parts remain enforceable to the extent permitted by law.		
ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT			
14.1	<i>TERMINATION BY THE CITY FOR CAUSE</i>		
14.1.1	Each of the following acts or omissions of Contractor or occurrences shall constitute an "Event of Default" under the Contract:		
.1	Contractor refuses or fails to supply enough properly skilled workers or proper Products;		
.2	Contractor disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;		
.3	Contractor is guilty of material breach of any duty or obligation of Contractor under the Contract;		
		14.1.2	If an Event of Default occurs, City Engineer may, at his option and without prejudice to any other rights or remedies which the City may have, deliver a written notice to Contractor and Surety describing the Event of Default and giving the Contractor 10 days to cure the Event of Default. If after the cure period, Contractor has failed or refused to cure the Event of Default, then City Engineer may deliver a second written notice to Contractor giving notice of the termination of the Contract or of the termination of Contractor's performance under the Contract ("Notice of Termination"). If City Engineer issues a Notice of Termination, then City Engineer may, subject to any prior rights of Surety and any other rights of the City under the Contract or at law:
		.1	request that Surety complete the Work; or
		.2	take possession of the site and all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor; and
		.3	finish the Work by whatever reasonable method City Engineer may deem expedient.
		14.1.3	After Contractor's receipt of a Notice of Termination, and except as otherwise directed in writing by City Engineer, Contractor shall:
		.1	stop the Work on the date and to the extent specified in the Notice of Termination;
		.2	place no further orders or subcontracts for Products or services;
		.3	terminate all orders and subcontracts to the extent that they relate to performance of work terminated;
		.4	assign to the City, in the manner, at the times, and to the extent directed by City Engineer, all rights, title, and interest of Contractor, under the terminated supply orders and subcontracts. The City may settle or pay claims arising out of termination of the orders and subcontracts;
		.5	settle all outstanding liabilities and all claims arising out of the termination of supply orders and subcontracts with approval of City Engineer;

- .6 take action as may be necessary, or as City Engineer may direct, for protection and preservation of property related to the Work that is in possession of Contractor, and in which the City has or may acquire an interest; and
- .7 secure the Work in a safe state before leaving the site, providing any necessary safety measures, shoring, or other devices.

14.1.4 If the City terminates the Contract or terminates Contractor's performance under the Contract for any one or more of the reasons stated in Paragraph 14.1.1, Contractor may not receive any further payment until the Work is complete, subject to Paragraph 14.1.5.

14.1.5 If the unpaid balance of Contract Price exceeds the costs of finishing the Work, including liquidated damages and other amounts due under the Contract, the balance will be paid to Contractor. If the costs of finishing the Work exceed the unpaid balance, Contractor shall, within 10 days of receipt of written notice setting out the amount of the excess costs, pay the difference to the City. The amount to be paid to Contractor or the City will be certified by City Engineer in writing, and this obligation for payment shall survive termination of the Contract or termination of Contractor's performance under the Contract. Termination of the Contractor for cause shall not relieve the Surety from its obligation to complete the project.

14.2 ***TERMINATION BY THE CITY FOR CONVENIENCE***

14.2.1 City Engineer may, without cause and without prejudice to other rights or remedies of the City, give Contractor and Surety a Notice of Termination with a seven days written notice.

14.2.2 After receipt of the Notice of Termination, and except as otherwise approved by City Engineer, Contractor shall conform to requirements of Paragraph 14.1.3.

14.2.3 After receipt of the Notice of Termination, Contractor shall submit to the City its termination Claim, in forms required by City Engineer. The Claim will be submitted to the City promptly, but no later than six months from the effective date of termination, unless one or more extensions are granted by City Engineer in writing. If Contractor fails to submit its termination Claim within the time allowed, in accordance with Paragraph 14.2.4, City Engineer will determine, on the basis of

available information, the amount, if any, due to Contractor because of termination, and City Engineer's determination is final and binding on the Parties. The City will then pay to Contractor the amount so determined.

14.2.4 City Engineer will determine, on the basis of information available to City Engineer, the amount due, if any, to Contractor for the termination as follows:

- .1 Contract Price for all work performed in accordance with the Contract up to the date of termination determined in the manner prescribed for monthly payments in Article 9, except no retainage is withheld by the City either for payment determined by percentage of completion or for materials and equipment delivered to the site, in storage or in transit.
- .2 Reasonable termination expenses, including costs for settling and paying Subcontractor and Supplier claims arising out of termination of the Work, reasonable cost of preservation and protection of the City's property after termination, if required, and the cost of Claim preparation. Termination expenses do not include field or central office overhead, salaries of employees of Contractor, or litigation costs, including attorneys' fees.

No amount is allowed for anticipated profit or central office overhead on uncompleted work, or any cost or lost profit for other business of Contractor alleged to be damaged by the termination.

14.2.5 Contractor shall promptly remove from the site any construction equipment, tools, and temporary facilities, except the temporary facilities which City Engineer may wish to purchase and retain.

14.2.6 Contractor shall cooperate with City Engineer during the transition period.

14.2.7 The City will take possession of the Work and materials delivered to the site, in storage, or in transit, as of date or dates specified in the Notice of Termination, and is responsible for maintenance, utilities, security, and insurance, as stated in Notice of Termination.

14.3 ***SUSPENSION BY THE CITY FOR CONVENIENCE***

14.3.1 City Engineer may, without cause, after giving Contractor and Surety 24-hour prior written

notice, order Contractor to suspend, delay, or interrupt the Work in whole or in part for a period of time as City Engineer may determine.

14.3.2 An adjustment will be made in Contract Time equivalent to the time of suspension.

14.3.3 Adjustment will be made to Contract Price for increases in the cost of performance of the Work, including profit on increased cost of performance caused by suspension, delay, or interruption of the Work in accordance with Paragraph 7.3. No adjustment will be made to the extent that:

- .1 performance was, or would have been, suspended, delayed, or interrupted by another cause for which Contractor is responsible; or
- .2 adjustment is made or denied under another provision of the Contract.

14.4 *TERMINATION BY CONTRACTOR*

14.4.1 Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of Contractor, directly related to one of these events:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 act of government, such as a declaration of national emergency which makes material unavailable; or
- .3 if repeated suspensions, delays, or interruptions by the City as described in Paragraph 14.3 constitute, in the aggregate, more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less;

No termination will be effective for the above reasons if Contractor delivers written notice to City Engineer describing the reason for termination, giving the proposed termination date, and granting the City a reasonable opportunity to respond and cure any City default before termination is effective.

14.4.2 If the Contract is terminated pursuant to this Paragraph 14.4, Contractor shall comply with the requirements of Paragraphs 14.2.2 through 14.2.7.

END OF DOCUMENT

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work includes work covered by contract documents, cash allowances, alternates, city-furnished products, work sequence, contractor use of premises, street cut ordinance, warranty and additional conditions for substantial completion.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Definitions

Small Diameter Water Lines: Water lines 20 inches in diameter and smaller. Unless otherwise noted in the Contract Documents, requirements pertaining to large diameter water lines do not apply to pipe, valves and appurtenances 20-inch diameter and smaller.

Large Diameter Water Lines: Water lines 24 inches in diameter and larger. References to large diameter water lines shall apply to pipe, valves and appurtenances 24-inch and larger.

B. Project Scope

This project is part of the City's Water Line Replacement Program. This program is required to replace and upgrade water lines within the City to increase availability of water, improve circulation and fire protection. Work of the contract is for the construction of approximately 40,015 linear feet of water lines comprising of 325 linear feet of 4-inch, 4,445 linear feet of 6-inch, 28,810 linear feet of 8-inch and 6,435 linear feet of 12-inch diameter water lines, including valves, fittings, connections, fire hydrants and appurtenances as shown on the construction drawings, Project Manual and/or instructed by the City Engineer and for construction of the service lines. The work includes aerial crossings at two locations across Little White Oak Bayou, construction in TxDOT right of way and construction in Potential Petroleum Contaminated Area (PPCA). The work also includes site and pavement restoration, tree protection, storm water pollution prevention, and traffic control in relation to the construction of the water line.

C. Construction

The trenchless construction method will be used for water line construction unless otherwise shown on the construction drawings, Project Manual and/or instructed by

the City Engineer. Whenever possible, the contractor shall make an effort to locate auger pits away from existing concrete or asphalt pavement, sidewalks, driveways, fences, culverts, inlets, manholes, power poles, light poles, trees, lawns, landscapes and existing structures. No auger pits are allowed within driveways, canopy of 6-inch or larger trees or landscapes unless otherwise instructed by the City Engineer.

No separate payment will be made for any non-trenchless methods of installation unless included as a bid item in Document 00410-Bid Form. The contractors are required to include cost in appropriate utility sections and bid accordingly.

Conduct all construction operation under this contract in conformance with the erosion control practices described in Document 01410 "TPDES Requirements" and Document 01570 "Storm Water Pollution Control" and the Storm Water Pollution Prevention Plans included in the construction drawings. Work identified in this project falls under Small Construction Activity with area disturbed to be one or more acres but less than five acres. TPDES requirements applicable to Small Construction Activity will apply.

Any pavement (such as wheel chair ramps, pavement curbs, sidewalks, driveways, bikeways, etc.), fences, gates, lawns, irrigation utilities, landscapes, ditches, culverts, inlets, manholes, signs or mail boxes and other improvements that have been disturbed due to utility construction shall be replaced with same quality material or better, according to City of Houston standard specifications. The cost incurred will be incidental to the Document 01740 "Site Restoration". Contractors are required to bid accordingly.

The aerial construction work for crossing Little White Oak Bayou (E-101-00-00) at Enid Road from STA 1+90 to STA 3+80 and along Link Road from STA 8+40 to STA 10+30 as shown in the construction drawings, within the limits of HCFCD rights-of-way must meet the minimum requirements of HCFCD guidelines and specifications. If a conflict exists between the bid documents and HCFCD guidelines and specifications, the more stringent requirement will govern. Obtain permit, bond and any other requirements by HCFCD. The Contractor shall contact Harris County Permit Office for permit and bond forms. The Contractor shall also complete the Floodplain Development permitting process as required by the City of Houston Floodplain Management Office. The existing pipe bridge along Enid Road has to be removed and disposed including the existing support piles as per the specifications. Contractors are required to bid accordingly.

Follow construction guidelines and directions provided by Texas Department of Transportation (TXDOT) in their attached Notice of Proposed Utility Installation No. HOU20131211104220 dated 04/18/2014 for the construction work along and across IH-45 Frontage Rd. Contractors are required to bid accordingly.

After abandoning the existing water line and transferring services to the proposed water line, the Contractor shall contact Mr. Mario Perez at the Drinking Water

Operations Branch of the City of Houston at 832-395-3803 for retrieving the automatic blow off valve assembly.

D. Coordination

Construction of water line on the streets adjacent to the school should be performed during weekends and non-school hours, unless otherwise instructed by the City Engineer. Uniformed Peace Officer must be employed for traffic control for work on streets adjacent to the school campus. Construction of water line on the streets adjacent to churches should be performed during non-church hours, unless otherwise instructed by the City Engineer. Included below is the list of schools and churches in the project vicinity with the contact information.

Name	Address	Contact	Notes
Casa del Alabanza	5203 Fulton (NE block of Dunlop and Link)	(832) 526-5052	Church
Jefferson Elementary School	5000 Sharman (S block Wynne between Sharman and Karcher)	(713) 696-2780	School
Primera Inglesia Cristiana	5709 Fulton (N block Eichwurz and Fulton)	(713) 699-1221	Church
Community Gospel Church	608 Aurora (S between Oxford & Columbia)	(713) 880-2245	Church
Spanish Assemblies of God (Templo Magdiel)	300 Aurora (SE lot of Aurora @ Cortlandt)	(713) 880-0084	Church
Immanuel Lutheran Church	306 E. 15th (S block between Arlington & Cortlandt)	(713) 864-9716	Church
Immanuel Lutheran School	306 E. 15th (S block between Arlington & Cortlandt)	(713) 861-8787	School
Heights Preschool	2064 Oxford (Oxford & 20th)	(713) 858-5594	School
Hamilton Middle School	139 E. 20th (NE corner of 20th & Harvard)	(713) 820-4725	School
Reagan High School	413 E. 13th (E. Block Arlington Between 13rh & 15th)	(713) 861-5694	School

Notify HCFCD, Property Management Department, in writing at least 48 hours prior to construction within HCFCD rights-of-way. Coordinate with Terry E. Woodfin at 713-316-4872 and follow directions as specified in the HCFCD Policy, Criteria and Procedure Manual.

Coordinate with Metro prior to commencing work in the vicinity of Metro Transit/Bus Stops. Contractor is to maintain access for loading/unloading for the duration of construction activities.

E. Tree Protection

Contractor is responsible for obtaining a tree removal permit, unless provided by the Project Manager, prior to any tree removal. The permit will only be issued for the trees listed in the drawings. The permit can be obtained by contacting Mr. Victor Cordova with the City of Houston Department of Parks and Recreation at (832) 395-8454.

Notify City of Houston Parks and Recreation Department representative Mr. Victor Cordova, City Forester, at (832) 395-8454, at least two (2) weeks in advance of clearing and cutting any tree.

Contractor shall adhere to the requirements of Document 01562 "Tree and Plant Protection", Document 02915 "Tree Planting" and Document 01740 "Site Restoration".

Contractor must refer to the "Tree Protection Plan" provided in the set of construction drawings.

F. Geotechnical Investigation/ESA for Soil Conditions

Bidder(s) must evaluate in its entirety and take into account the soil conditions for the successful implementation of the work as per the Geotechnical Report and the ESA Phase II Report for work within the limits of PPCA, as mentioned on the drawings. The Geotechnical, Phase I ESA and Phase II ESA Reports are provided with the bid documents at <http://bidsets.publicworks.houstontx.gov>.

G. Field Office

Refer to 01502 - Mobilization and 01520 – Temporary Field Office.

Field Office is required in this project.

H. Substitute Service Program

Not Applicable

I. General Notes

1. The flow lines and locations of all underground utilities must be located by whatever means may be required (metal detection equipment, probes, excavation, survey, coordination with utility companies) by the contractor prior to construction. All field verification work and utility adjustments shall be completed prior to excavation for proposed utilities. No separate pay; include cost in unit price for work in appropriate sections.

The notes "CAUTION EX. GAS FACILITIES IN AREA SEE COH SPEC. SEC 01110" are included as a precaution to the contractor, where the proposed water line crosses an existing Center Point Energy (CPE) Gas line smaller than 4-inch. Contractor is required to exercise caution during construction of water line in the vicinity of these facilities.

2. Services are to be transferred between existing and proposed water lines with minimum disruption of service. Existing water lines must be maintained in service until service transfer is completed.
3. Call the Traffic Operations Division of the City of Houston Public Works and Engineering Department when work is scheduled near signal conduits within the City of Houston (832) 395-3000. Call at least five working days in advance. The Contractor shall be responsible for any damages to existing traffic signal cables as a result of construction activities for the project. No separate payment for repair to signal conduit.
4. Service line installation could be hindered by the cement stabilized sand backfill. No separate payment will be made for crossing cement stabilized backfill if encountered during service line installation. Include cost in appropriate utility section and bid accordingly.
5. The contractor to provide cut sheets (ground elevations and proposed line inverts with amount of cut, location of bends, fire hydrants, valves and other fittings at every 100 feet in tabular format) on each street to the City for approval prior to construction at no additional cost to the City.
6. Contractor must refer to the City of Houston standard detail drawings included in the City of Houston's "Standard Construction Details for Wastewater Collection Systems, Water lines, Storm Drainage, and Street Paving" located at <http://edocs.publicworks.houstontx.gov/engineering-and-construction/drawings/standard-details.html> for any other details not included in the construction drawings.
7. Contractor shall coordinate ahead of time with business owners and residents for installation of water lines in encroached areas of the public right-of-way. No separate pay.

1.03 CASH ALLOWANCES

- A. Include the following specific Cash Allowances in Contract Price under provision of General Conditions Paragraph 3.11:
 1. Street Cut Permit Fee
Contractor shall obtain street cut permit as per the requirement of the section 1.08 of this document.

2. Floodplain Development Permit Fee
Contractor shall obtain Floodplain Development Permit as per the requirement of City of Houston Floodplain Management Office.
3. Harris County Flood Control District (HCFCD) Permit Fee
Contractor shall obtain HCFCD permit as per the HCFCD Policy, Criteria and Procedure Manual.
4. Harris County Flood Control District (HCFCD) Surety Bond Fee
Contractor shall obtain HCFCD surety bond as per the requirements of the State Insurance Board's guidelines.

1.04 ALTERNATES

- A. From the following list of Alternates, amount included in Contract Price for only those Alternates accepted by the City and listed in the fully executed Document 00520 – Agreement, Paragraph 3.2

Not Applicable.

1.05 CITY FURNISHED PRODUCTS

- A. Items Furnished by City for Installation and Final Connection by Contractor: None

B. Contractor's Responsibilities:

1. Contractor will supply all new construction materials as outlined in Bid Form, Document 00410.
2. Arrange and pay for product delivery at site.
3. Receive and unload products at site, jointly with City, inspect for completeness and damage.
4. Handle, store, install and finish products
5. Repair or replace damaged items
6. A service connection tap shall be provided directly from Distribution Line to an approved metering device servicing domestic water only unless specifically approved otherwise through permitting at Taps and Meters. Call Substitute Services Coordinator at (832) 395-2430 before installing service leads for vacant lots and abandoned structures with or without meters.

7. Unless an approved permit exists for an independent service connection to the Lawn Sprinkler Meter (LSM), LSM will be installed through a branch off the domestic water meter service line that is usually created with a tee and a 90-degree bend.
8. A separate City Water Account must be established for each metered services either directly tapped off a Distribution Line or branched off a metered service line.
9. Connection of two or more domestic water meters to single service line will not be allowed except for Lawn Sprinkler Meters (LSM). In situations, where two or more domestic water meters that are located in single meter box and are connected to single service line, follow steps a, b and if necessary step c.
 - a) Replace the existing single service line with two or more new service lines, one service line for each domestic water meter, and tap to the new water main as shown in the City of Houston Standard Construction Detail Number 02512-01.
 - b) Install each water meter in a new individual meter box.
 - c) Relocate and reinstall water meters, with prior approval from Project Manager, as per the requirements of Section 02526.

No separate payment will be made for the work listed above unless included as a bid item in Document 00410 "Bid Form". Include cost in appropriate utility sections and bid accordingly.

1.06 WORK SEQUENCE

- A. Construct Work according to the work sequence phases feasible to this project. Coordinate construction schedule and operations with Project Manager. Refer to Document 01326 – Construction Schedule (Bar Chart) for specific details.

1. No phases for this project

- B. Contractor shall submit sequence of construction work for review and approval by Project Manager before commencing construction.

- C. Coordination of the Work: Refer to Section 01312 - Coordination and Meetings.

1.07 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of right-of-way as

specified in Section 01145 - Use of Premises.

- B. Maintain local driveway access to residential and commercial properties adjacent to work areas. Provide temporary driveway access to driveways in accordance with section 01555 and section 01145. Coordinate with business owners and residents. No separate payment will be made for this work unless included as a bid item in Document 00410-Bid Form. The contractors are required to include cost in appropriate utility sections and bid accordingly.
- C. Construction Operations are limited to City's right-of-way provided by the City and areas shown or described in the Contract documents. Contractors must accommodate construction within these areas and bid accordingly.
- D. The City's Public Utilities Division is not bound to assist the contractor in locating existing water mains during construction.

Effort shall be given to locate proposed water valve and fire hydrants from flow lines of roadside ditches.

The existing utility lines with less than 4-inch in diameter are not shown on the profile of design drawings but they do exist as per plan and contractor shall pre-locate as required.

- E. Utility Outages and Shutdown: Provide notification to the City and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work with the City as required.

Contractor shall contact utility coordinating committee at (713) 223-4567 or 1-800-669-8344 a minimum of 48 hours prior to construction to field locate utilities.

1.08 STREET CUT ORDINANCE

- A. Excavations on or under pavement in the City's right-of-way must have a permit. Comply with City of Houston, Texas Ordinance No. 2000-1115, an ordinance amending Chapter 40 of the Code of Ordinances, Houston, Texas, relating to excavating in the Public right-of-way and comply with amendments provided by Texas Ordinance No. 2006-0595 including the following fee schedule:

Schedule of Permit Application Fees*

Initial Application Fee:

Tunneling, Jacking and Boring only	\$133.80
All other Methods of Excavation	\$187.33

Permit Extension Application Fee:

Other Than Steel Plate Temporary Surface	\$ 25.00
Steel Plate Temporary Surface	\$ 53.52
Data Entry Fee for Non-Electronic Submission (per application):	\$ 53.52
Administrative Fee	\$26.75

* All fees/charges are non-refundable

Comply with the latest edition of street cut “New Pavement Repair and Pavement Replacement details”.

Contractor shall comply with requirements from Chapter 12 of the City of Houston’s Infrastructure Design Manual at http://documents.publicworks.houstontx.gov/documents/design_manuals/idm.pdf.

- B. The bid items for the cost of street cut pavement repair and replacement identified on the drawings are included in the Bid Form Part B (Document 00410 B).
- C. Contractor shall obtain all required permits and signs prior to performing any methods of construction involving street excavation in the existing pavement.
- D. The following table contains a list of streets that **are on the City’s list of pavements that are less than 5 years old or appear to be less than 5 years old** and that are identified as candidates to be cut and excavated to provide bore pits for TS & Vs and/or wet connection, etc. for the above referenced project. Refer to COH Standard Construction Detail No. 02951-01 & 02951-03. Contractor shall field verify current conditions and bid accordingly.

Item	Street Name	Approximate Station Number	Quantity (SY)	Sheet No.	Asphalt or Concrete
None	None	None	None	None	None

- E. The following table contains a list of streets that are **NOT on the City’s list of pavement that is less than 5 years old or appear to be more than 5 years old**, but are identified as candidates to be cut and excavated to provide bore pits for TS & Vs and/or wet connections, etc. for the above referenced project. Refer to COH Standard Construction Detail No. 02951-02 & 02951-03. Contractor shall field verify current conditions and bid accordingly.

Item	Street Name	Approximate Station Number	Quantity (SY)	Sheet No.	Asphalt or Concrete
1	Aurora St.	19+10 to 19+20	17	32	Asphalt
2	E. 22 nd Street	2+60 to 2+70	34	33	Asphalt
3	W. 20 th Street	4+00 to 4+10	17	34	Asphalt
4	W. 20 th Street & Yale St.	0+80 to 0+90	34	34	Asphalt
5	E. 20 th St & Arlington St.	16+45 to 16+55	17	37	Asphalt
6	E. 20 th St. & Oxford St.	23+00 to 23+10	17	38	Asphalt
7	E. 20 th St. & Gostic ST.	26+65 to 26+75	17	39	Asphalt
8	E. 20 th St. & Singleton St.	29+70 to 29+80	17	40	Asphalt
9	E. 20 th St. & Sheldon St.	33+80 to 33+95	34	41	Asphalt
10	E. 18 th St. & Courtlandt St.	12+25 to 12+35	17	44	Asphalt
11	E. 16 th St & Courtlandt St.	0+70 to 0+80	17	47	Asphalt
12	E. 16 th St & Arlington St.	4+85 to 4+95	17	47	Asphalt
13	Cortlandt St. & E. 26 th St.	1+20 to 1+30	17	56	Asphalt
14	Cortlandt St. & E. 27 th St.	4+10 to 4+20	17	56	Asphalt
15	Cortlandt St. & E. 28 th St.	7+15 to 7+25	17	57	Asphalt
16	E. 23 rd St. & Courtlandt St.	6+60 to 6+70	17	59	Asphalt
17	Arlington (South) & E 11 th St.	1+30 to 1+40	17	60	Asphalt
18	Arlington (South) & E 12 th St.	7+50 to 7+60	17	61	Asphalt
19	Arlington (South) & E 14 th St.	24+30 to 24+40	17	64	Asphalt
20	Arlington (North) & E 26 th St.	73+20 to 73+30	17	70	Asphalt
21	Arlington (North)	73+50 to 73+60	17	71	Asphalt
22	Arlington (North)	75+50 & 75+60	17	71	Asphalt
23	Arlington (North) & E 27 th St.	76+40 & 76+50	17	71	Asphalt
24	Arlington (North)	77+75 to 77+75	17	71	Asphalt
25	Arlington (North) & E 28 th St.	79+00 to 79+10	17	72	Asphalt
26	Arlington (North) & E 28 th St.	79+35 to 79+25	17	72	Asphalt
27	Arlington (North) & E 28 th St.	79+70 & 79+80	17	72	Asphalt
28	Arlington (North) & E 29 th St.	82+00 & 82+10	17	72	Asphalt
29	Arlington (North) & E 29 th St.	82+50 to 82+60	17	72	Asphalt
30	Oxford St. & E. 23 rd St.	12+80 to 12+90	17	75	Asphalt
31	Oxford St. & E. 24 th St.	15+90 & 16+00	17	76	Asphalt
32	Oxford St. & E. 24 th St.	18+90 to 19+00	17	76	Asphalt
33	Sheldon St. & E. 20 nd Street	2+50 to 2+70	34	78	Asphalt
34	Sheldon St.	4+25 to 4+35	17	78	Asphalt
35	Sheldon St.	5+00 to 5+10	17	78	Asphalt
36	E. 29 th St.	4+20 to 4+30	17	80	Asphalt
37	E. 27 th St.	3+00 to 3+10	17	82	Asphalt
38	E. 27 th St.	4+00 to 4+10	17	82	Asphalt
39	E. 27 th St.	4+90 to 5+00	17	82	Asphalt
40	E. 27 th St.	5+10 to 5+20	17	82	Asphalt
41	Eastman St. & Sylvester Rd.	6+00 to 6+10	34	84	Asphalt
42	Service St.	9+00 to 9+10	17	88	Asphalt

Item	Street Name	Approximate Station Number	Quantity (SY)	Sheet No.	Asphalt or Concrete
43	Service St.	10+00 to 10+10	17	88	Asphalt
44	Service St.	11+00 to 11+10	17	88	Asphalt
45	Lula St.	1+40 to 1+50	17	89	Asphalt
46	Lula St.	2+40 to 3+50	17	89	Asphalt
47	Lula St.	3+40 to 3+50	17	89	Asphalt
48	Lula St. & Samuel St.	4+50 to 4+60	17	89	Asphalt
49	Samuel St. & Angeline St.	3+40 to 3+30	51	90	Asphalt
50	Angeline St. & Samuel St.	4+10 to 4+20	17	91	Asphalt
51	Angeline St. & Samuel St.	4+50 to 4+60	17	91	Asphalt
52	Angeline St.	4+70 to 4+80	17	91	Asphalt
53	Angeline St.	5+90 & 6+00	17	92	Asphalt
54	Angeline St.	6+90 & 7+00	17	92	Asphalt
55	Angeline St. & Sylverter Rd.	8+00 to 8+10	17	92	Asphalt
56	Walton St. & Sylverter Rd.	1+30 to 1+20	34	93	Asphalt
57	Tabor St. & Link Rd.	1+25 to 1+35	17	94	Asphalt
58	Tabor St. & Lenard St.	3+50 & 3+60	17	94	Asphalt
59	Tabor St. (South) & Service St.	6+05 & 6+15	34	95	Asphalt
60	Tabor St.	7+25 to 7+35	17	96	Asphalt
61	Tabor St. & Samuel St.	9+90 to 10+00	17	96	Asphalt
62	Link Rd.	7+60 & 7+70	34	100	Asphalt
63	Link Rd.	16+70 & 16+80	34	103	Asphalt
64	Enid St.	10+95 & 11+05	17	107	Asphalt
65	Enid St.	11+40 & 11+50	17	107	Asphalt
66	Enid St.	13+00 & 13+10	17	108	Asphalt
67	Enid St.	15+25 & 15+35	17	108	Asphalt
68	Enid St.	15+45 & 15+55	92	108	Concrete
69	Eichwurzel Lane	1+50 & 1+60	46	110	Concrete
70	Eichwurzel Lane	7+65 & 7+75	17	111	Asphalt
71	Eichwurzel Lane	8+30 & 8+40	17	111	Asphalt
72	Eichwurzel Lane	13+45 & 13+55	17	112	Asphalt
73	Danna Lane	4+50 & 4+60	46	113	Concrete
74	Robert Lee Rd.	6+10 & 6+20	17	115	Asphalt
75	Robert Lee Rd.	9+80 & 9+90	17	115	Asphalt
76	Robert Lee Rd.	16+25 & 16+35	17	117	Asphalt
77	Robert Lee Rd.	16+85 & 16+95	23	117	Concrete
78	Angelo St.	1+35 & 1+45	17	118	Asphalt
79	Angelo St.	5+30 & 5+40	17	119	Asphalt
80	Karcher St.	1+05 & 1+15	17	120	Asphalt
81	Dunlop St.	1+00 & 1+10	34	123	Asphalt
82	Dunlop St.	5+50 & 5+60	17	124	Asphalt
83	Wynne St.	1+35 & 1+45	17	125	Asphalt
84	Wynne St.	1+45 & 1+55	17	125	Asphalt

Item	Street Name	Approximate Station Number	Quantity (SY)	Sheet No.	Asphalt or Concrete
85	Wynne St.	2+25 & 2+35	17	125	Asphalt
86	Wynne St.	5+95 & 6+05	17	126	Asphalt
87	Wynne St.	7+60 & 7+70	17	126	Asphalt
88	Wynne St.	8+40 & 8+50	17	126	Asphalt
89	Wynne St.	8+60 & 8+70	17	126	Asphalt
90	Wynne St.	9+85 & 9+95	46	127	Concrete
91	Tarver St.	2+60 & 2+70	17	128	Asphalt
92	1-45 Frontage Rd.	2+20 & 2+30	23	129	Concrete
93	1-45 Frontage Rd.	1+20 & 1+30	23	129	Concrete

1.09 WARRANTY

- A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

1.10 ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION

- A. In addition to requirements outlined in Document 00700 – General Conditions, for Contractor to be substantially complete with the Work and call for inspection by Project Manager to confirm, the following conditions must be met or completed.
 - 1. All pay items complete report.
 - 2. Contractor shall contact Construction Project Manger to complete Texas Department of Licensing and Regulation Post Construction Inspection of pedestrian elements for Texas Accessibility Standards, if applicable.
 - 3. All safety related work including pavement stripping, signing and signalization
- B. No additional condition described in Paragraph 1.10 may be included in Contractor’s punch list.

PART 2. P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

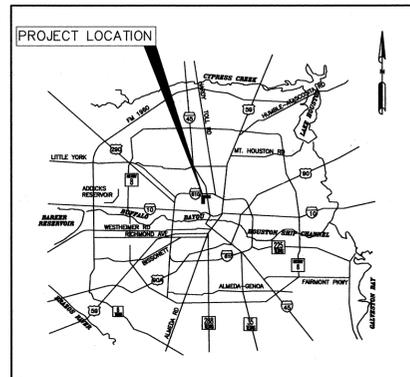
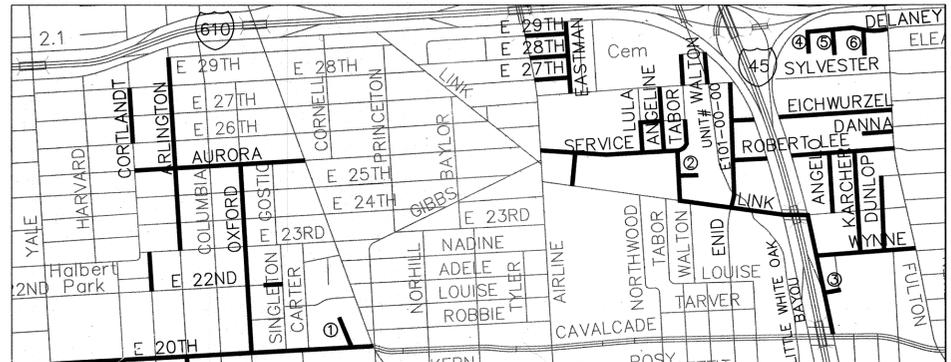
END OF SECTION

CITY OF HOUSTON

DEPARTMENT OF PUBLIC WORKS AND ENGINEERING ENGINEERING AND CONSTRUCTION DIVISION WATER LINE REPLACEMENT IN INNER LOOP NORTH AREA

WBS No.: S-000035-0182-4

NOTIFY CITY OF HOUSTON 48 HOURS
BEFORE STARTING CONSTRUCTION



LOCATION MAP
NTS



MAYOR
ANNISE D. PARKER

CONTROLLER
RONALD C. GREEN

DISTRICT COUNCIL MEMBERS

BRENDA STARDIG DISTRICT A	JERRY DAVIS DISTRICT B	ELLEN COHEN DISTRICT C
DWIGHT BOYKINS DISTRICT D	DAVE MARTIN DISTRICT E	RICHARD NGUYEN DISTRICT F
OLIVER PENNINGTON DISTRICT G	EDWARD GONZALEZ DISTRICT H	ROBERT GALLEGOS DISTRICT I
MIKE LASTER DISTRICT J	LARRY GREEN DISTRICT K	

COUNCIL MEMBERS AT-LARGE

STEPHEN C. COSTELLO POSITION 1	DAVID W. ROBINSON POSITION 2
MICHAEL KUBOSH POSITION 3	C.O. "BRAD" BRADFORD POSITION 4
JACK CHRISTIE POSITION 5	

CobbFendley

Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.462.3242 Fax: 713.462.3262
www.cobbhendley.com



KIT Professionals, Inc.

Engineers • Planners • Construction Managers

2000 W. Sam Houston Pkwy S., Houston, TX 77042
Phone: (713) 783-8700 Fax: (713) 783-8747
TBPE Firm Registration No. F-4991



SURVEYED BY: COBB FENDLEY & ASSOCIATES, INC.
KURO & ASSOCIATES, INC.
FB NO.: P-5780/P-5709

C. Srinivas Chintalapati
08/19/2014

APPROVED
14-2090
10.7.14 JDO

Tim Gans 12/4/2014

WATER

Joseph V. Murray PE 12/8/14
TRAFFIC AND TRANSPORTATION

Ed M. Donald
WASTEWATER

N/A
SIGNALS

Ellen Maas 12/4/2014
STORM WATER

Arthur Morris 12/10/2014
MANAGING ENGINEER

A. Gan Ahmad 12-6-2014
STREET & BRIDGE

Rob Sample 12-12-14
PARK-FORESTRY DEPT

Ronald C. Green 12/7/14
CONSTRUCTION

N/A
SPONSOR DIV / DEPT

Ann Parker
CITY ENGINEER DATE

Ed M. Donald 12/14/14
DIRECTOR OF PUBLIC WORKS AND ENGINEERING DATE



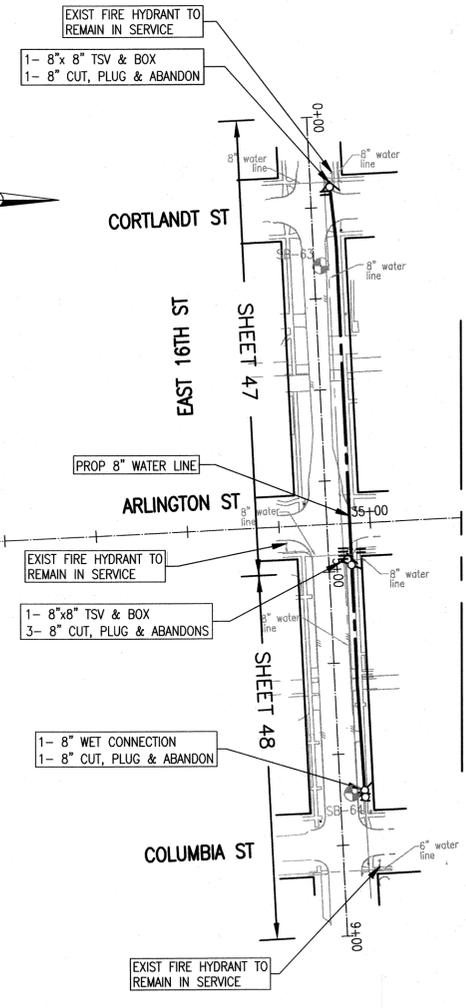
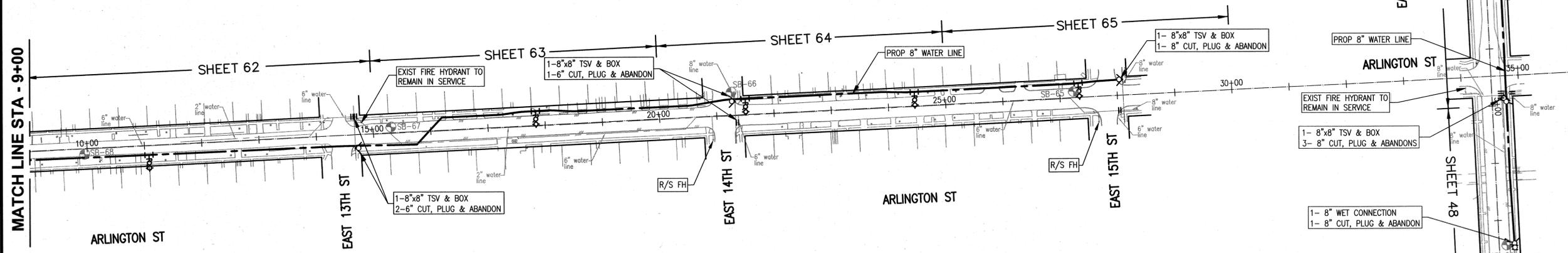
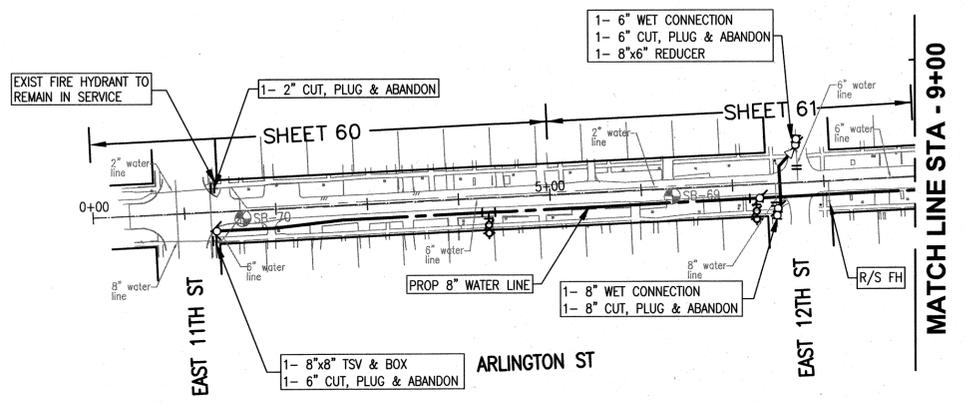
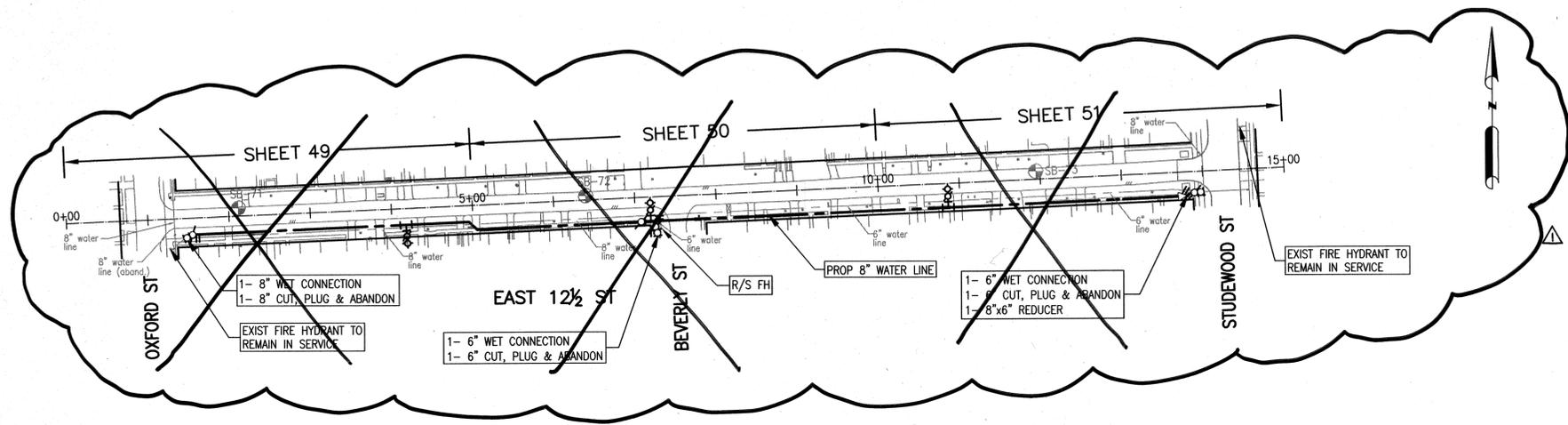
SHEET NO 1 OF 197 SHEETS

INNER LOOP NORTH AREA PROJECT LOCATION

KEY MAP NO.: 453 N,P,Q,S,T,U&W
GIMS MAP NO.: 5359B&D
COUNCIL DISTRICT -C&H

- | | |
|-----------|-------------|
| ① SHELDON | ④ LEON |
| ② LENARD | ⑤ NELWYN |
| ③ TARVER | ⑥ NANCY ANN |

TDLR EABPR#: N/A



COORDINATE & BENCHMARK INFORMATION

COORDINATES AND ELEVATIONS SHOWN HEREON WERE DETERMINED IN THE FIELD BY RECORDING WITH STATIC OBSERVATIONS USING GLOBAL POSITIONAL SYSTEMS. THE OBSERVED INFORMATION WAS DOWNLOADED AND POST PROCESSED USING TRIMBLE BUSINESS CENTER SOFTWARE.

THE POSITIONS SHOWN HEREON ARE BASED ON THE CITY OF HOUSTON CORS NETWORK USING STATIONS COH 1, COH 2, & COH 6 AND ARE TIED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), NAVD88 (ORTHOMETRIC HEIGHT).

COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY USING A COMBINED SCALE FACTOR OF 1.000105240.

SC	ADDENDUM NO. 1
APR	REVISIONS
No.	Date
1/22/05	

- LEGEND:**
- PROPOSED WATER LINE
 - PROPOSED FIRE HYDRANT
 - PROPOSED GY & BOX
 - PROPOSED WET CONNECTION
 - PROPOSED TSV & BOX
 - PROPOSED CUT, PLUG & ABANDON
 - REMOVE & SALVAGE EXIST FIRE HYDRANT
 - EXISTING WATER LINE
 - EXISTING WATER VALVES
 - EXISTING WATER METER
 - EXISTING PIPE REDUCER
 - FLOODWAY
 - 100-YR FLOODPLAIN
 - 500-YR FLOODPLAIN
 - BASE FLOOD ELEVATION

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KIT Professionals, Inc.
 Srinivas Chintalapati
 109787 State Professional Engineer
 Surveyed by: COBB, FENDLEY & ASSOC., INC
 FB NO. P-5780
 10/07/2014

CITY OF HOUSTON
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
WATER LINE REPLACEMENT IN INNER LOOP NORTH AREA

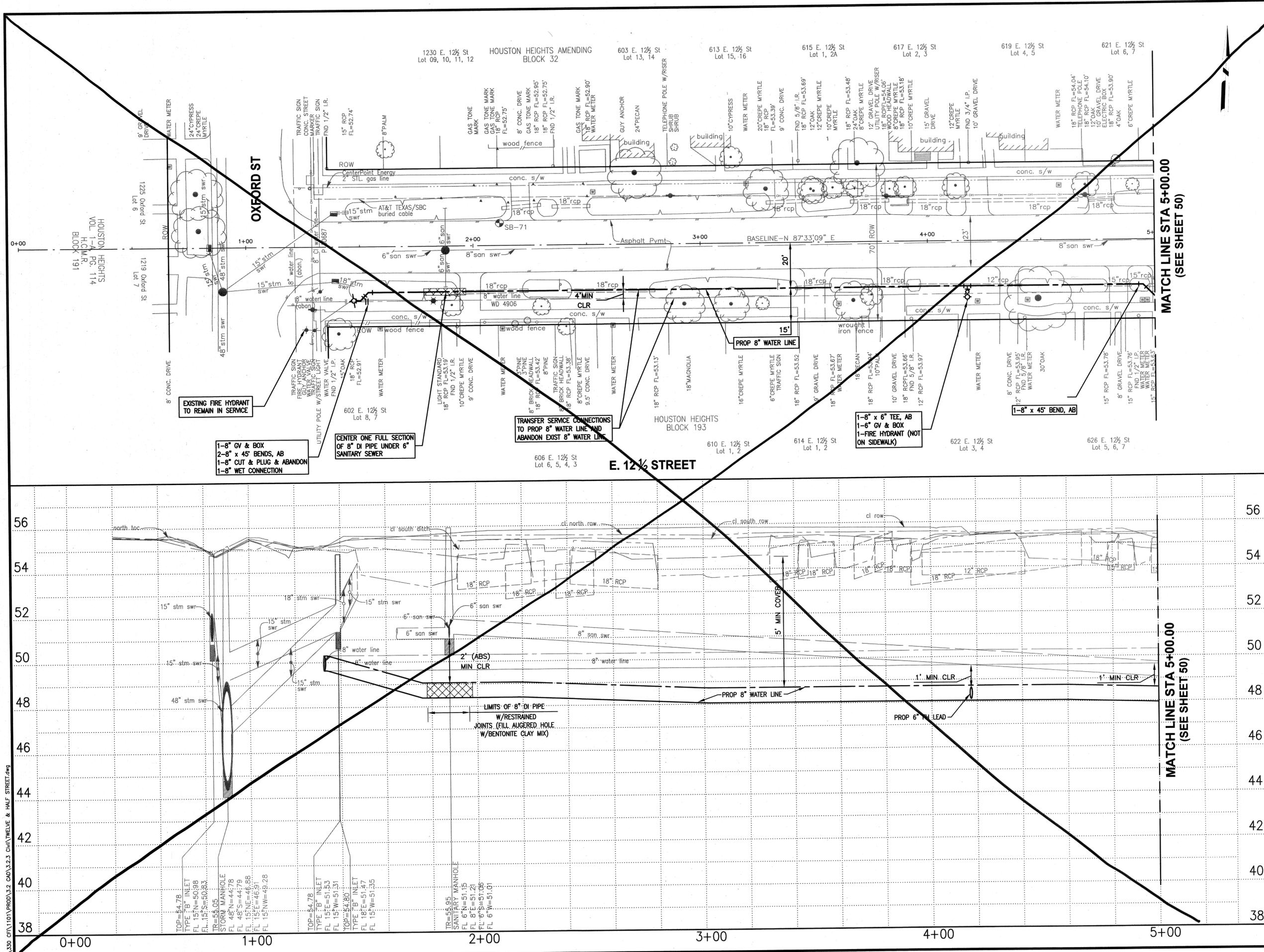
OVERALL LAYOUT (SHT 3 OF 6)

WBS NO.	S-000035-0182-4
DRAWING SCALE	1"=100'
CITY OF HOUSTON, PM	NA YAO, P.E.
SHEET NO. 7	OF 197

53380

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ORIGINAL SCALE IN INCHES



COORDINATE & BENCHMARK INFORMATION

COORDINATES AND ELEVATIONS SHOWN HEREON WERE DETERMINED IN THE FIELD BY RECORDING POSITIONAL SYSTEMS. THE OBSERVED INFORMATION WAS DOWNLOADED AND POST PROCESSED USING TRIMBLE BUSINESS CENTER SOFTWARE. THE POSITIONS SHOWN HEREON ARE BASED ON THE CITY OF HOUSTON CORS NETWORK USING STATIONS COH 1, COH 2, & COH 6 AND ARE TIED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), NAVD88 (ORTHOMETRIC HEIGHT).

COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY USING A COMBINED SCALE FACTOR OF 1.000105240.

TBM:

CP-23
PK NAIL
D. BL STA: 0+88.96/5.29 L
ELEV.= 55.05'

LEGEND:

- PROPOSED RJ WATER LINE
- PROPOSED RJ DIP WATER LINE
- CRITICAL LOCATE AS PER STD SPEC 02317
- APPROXIMATE LOCATION OF PAVEMENT REPAIR AS PER COH STD DETAILS.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222.

NOTICE:

FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINES CAN BE MARKED. THIS VERIFICATION DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

VERIFICATION OF PRIVATE UTILITY LINES

Amor Date: 8/19/14
CenterPoint Energy/Natural Gas Facilities Verification ONLY
(This signature verifies that you have shown CPE Natural Gas lines correctly. It is not to be used for conflict verification.) (Gas service lines are not shown). Signature valid for six months.

Amor Date: 8/19/14
CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY
(This signature verifies existing underground facilities - not to be used for conflict verification.) Signature valid for six months.

Lowell Date: 8/19/14
Approved for AT&T Texas/SWB underground conduit facilities only.
SIGNATURE VALID FOR ONE YEAR

CobbFendley
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.462.3242 Fax 713.462.3262
www.cobbendley.com

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TBPE Firm Registration No. F-4991



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FB NO. P-5780

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

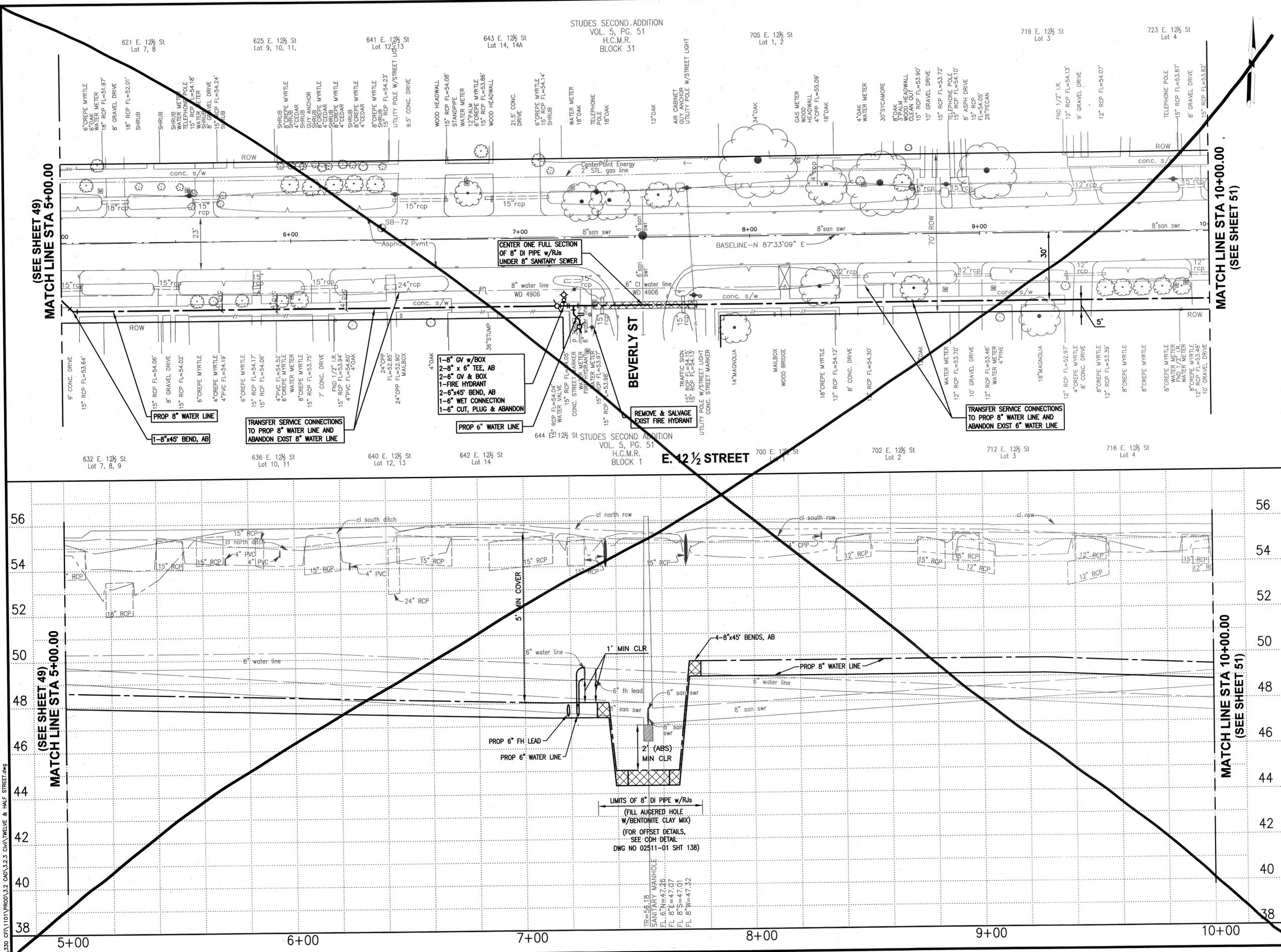
WATER LINE REPLACEMENT IN INNER LOOP NORTH AREA

**E. 12 1/2 STREET
STA 0+00 TO 5+00**

WBS NO. S-000035-0182-4	
DRAWING SCALE VERT. 1"=2' HORIZ. 1"=20'	
CITY OF HOUSTON, PM NA YAO, P.E.	
SHEET NO. 49 OF 197	

R:\330 GFT\101\FR00\32 CAD\32.3 SW\TWELVE & HALF STREET.dwg

ORIGINAL SCALE IN INCHES



COORDINATE & BENCHMARK INFORMATION

COORDINATES AND ELEVATIONS SHOWN HEREON WERE DETERMINED IN THE FIELD BY RECORDING WITH STATIC OBSERVATIONS USING GLOBAL POSITIONAL SYSTEMS. THE OBSERVED INFORMATION WAS DOWNLOADED AND POST PROCESSED USING TRIMBLE BUSINESS CENTER SOFTWARE. THE POSITIONS SHOWN HEREON ARE BASED ON THE CITY OF HOUSTON CORNS NETWORK USING STATIONS COH 1, COH 2, & COH 6 AND ARE TIED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), NAVD88 (ORTHOMETRIC HEIGHT).

COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY USING A COMBINED SCALE FACTOR OF 1.000105240.

TBM:
 CP-24
 PK NAIL
 D. BL STA: 7+73.00/10.46 R
 ELEV.= 55.81'

LEGEND:

- PROPOSED RJ WATER LINE
- PROPOSED RJ DIP WATER LINE
- CRITICAL LOCATE AS PER STD SPEC 02317
- APPROXIMATE LOCATION OF PAVEMENT REPAIR AS PER COH STD DETAILS.

NOTICE:

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FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINE CAN BE MARKED. THIS VERIFICATION DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

VERIFICATION OF PRIVATE UTILITY LINES

[Signature] Date: 8/19/14
 CenterPoint Energy/Natural Gas Facilities Verification ONLY.
 (This signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification) (Gas service lines are not shown) Signature valid for six months.

[Signature] Date: 8/19/14
 CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY.
 (This signature verifies existing underground facilities - not to be used for conflict verification) Signature valid for six months.

[Signature] Date: 8/19/14
 Approved for AT&T Texas/SWBT underground conduit facilities only.
 SIGNATURE VALID FOR ONE YEAR

CobbFendley
 Texas Registration No. 274
 13430 Northwest Freeway, Suite 1100
 Houston, Texas 77040
 713.462.3242 fax 713.462.3262
 www.cobbendley.com

KIT Professionals, Inc.
 Construction Management
 2000 W. Sam Houston Pkwy S., Suite 1400
 Houston, Texas 77042
 Phone: (713)704-9100, Fax: (713)783-9747
 TBPE Firm Registration No. F-4991

PROFESSIONAL ENGINEER
 SRINIVAS CHINTALAPATI
 License No. 109787
 Date: 08/19/2014

CITY OF HOUSTON
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

WATER LINE REPLACEMENT IN INNER LOOP NORTH AREA

**E. 12 1/2 STREET
 STA 5+00 TO 10+00**

WBS NO. S-000035-0182-4

DRAWING SCALE
 VERT. 1"=2' HORIZ. 1"=20'

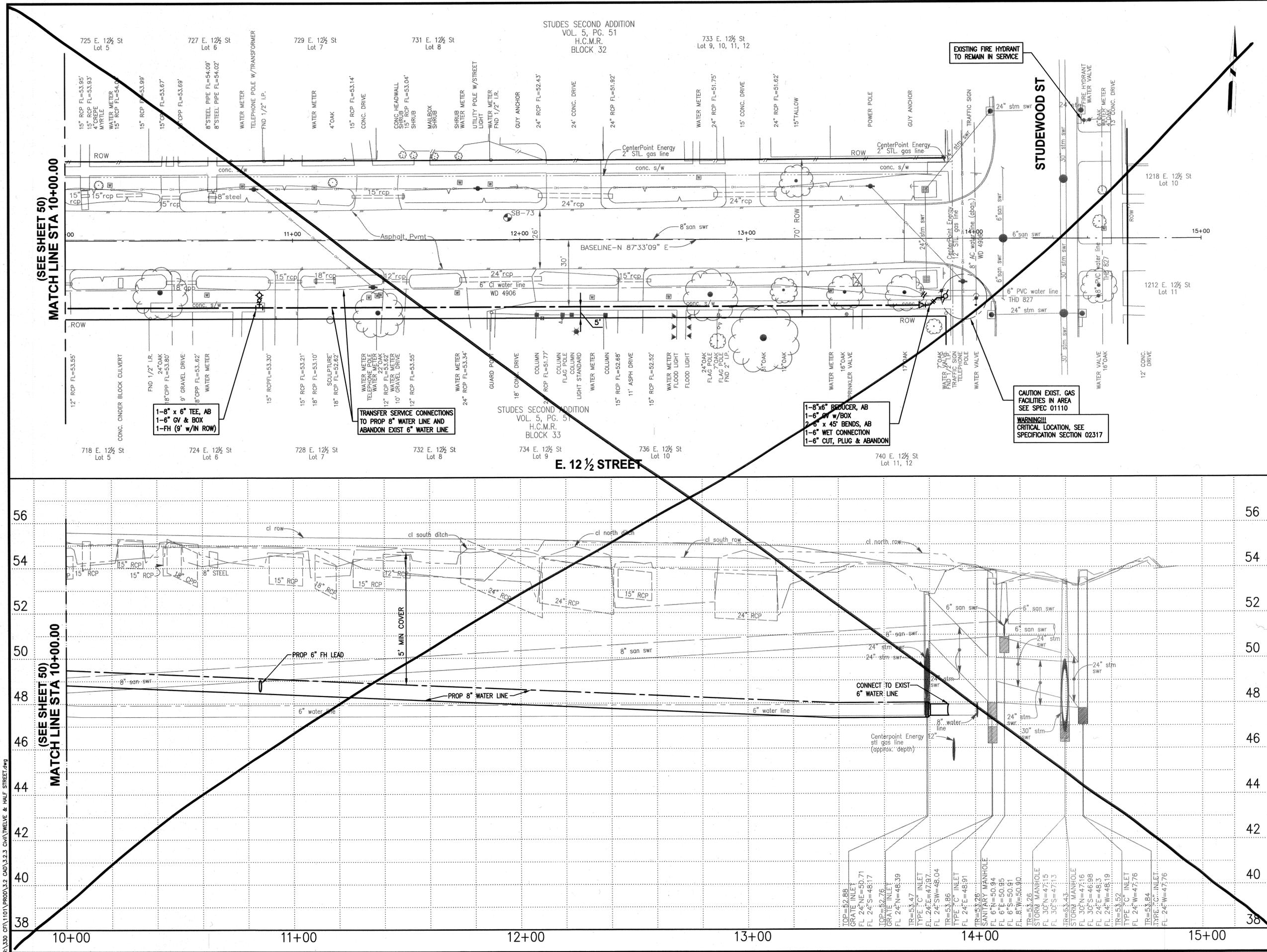
CITY OF HOUSTON, PM
 NA YAO, P.E.

SHEET NO. 50 OF 197

53380

RA:330 CRT:1101:PROD:3.2 CAD:3.2.3 DIM:TWELVE & HALF STREET.dwg

ORIGINAL SCALE IN INCHES



(SEE SHEET 50)
MATCH LINE STA 10+00.00

(SEE SHEET 50)
MATCH LINE STA 10+00.00

STUDES SECOND ADDITION
VOL. 5, PG. 51
H.C.M.R.
BLOCK 32

STUDES SECOND ADDITION
VOL. 5, PG. 51
H.C.M.R.
BLOCK 33

EXISTING FIRE HYDRANT
TO REMAIN IN SERVICE

CAUTION EXIST. GAS
FACILITIES IN AREA
SEE SPEC 01110

1-8" x 6" REDUCER, AB
1-6" W/BOX
2-6" x 45" BENDS, AB
1-6" WET CONNECTION
1-6" CUT, PLUG & ABANDON

1-8" x 6" TEE, AB
1-6" GY & BOX
1-FH (9' W/IN ROW)

TRANSFER SERVICE CONNECTIONS
TO PROP 8" WATER LINE AND
ABANDON EXIST 6" WATER LINE

COORDINATE & BENCHMARK INFORMATION

COORDINATES AND ELEVATIONS SHOWN HEREON WERE DETERMINED IN THE FIELD BY RECORDING WITH STATIC OBSERVATIONS USING GLOBAL POSITIONAL SYSTEMS. THE OBSERVED INFORMATION WAS DOWNLOADED AND POST PROCESSED USING TRIMBLE BUSINESS CENTER SOFTWARE. THE POSTIONS SHOWN HEREON ARE BASED ON THE CITY OF HOUSTON CORS NETWORK USING STATIONS COH 1, COH 2, & COH 6 AND ARE TIED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), NAVD88 (ORTHOMETRIC HEIGHT).

COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY USING A COMBINED SCALE FACTOR OF 1.000105240.

TBM:
CP-25
3/8" I.R. w/ C/A CAP
D. BL STA: 14+47.60/12.45 L
ELEV. = 53.78'

SC	ADD
1/22/15	NO. DATE
APPENDIX NO. 1	
Revisions	

LEGEND:

	PROPOSED RJ WATER LINE
	PROPOSED RJ DIP WATER LINE
	CRITICAL LOCATE AS PER STD SPEC 02317
	APPROXIMATE LOCATION OF PAVEMENT REPAIR AS PER COH STD DETAILS.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222.

NOTICE:
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND LINE CAN BE MARKED. THIS VERIFICATION DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

VERIFICATION OF PRIVATE UTILITY LINES

Hammer Date: 8/19/14
CenterPoint Energy/Natural Gas Facilities Verification ONLY.
(This signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification.) (Gas service lines are not shown.)
Signature valid for six months.

Hammer Date: 8/19/14
CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY.
(This signature verifies existing underground facilities - not to be used for conflict verification.)
Signature valid for six months.

Cooper Date: 8/19/14
Approved for AT&T Texas/SWBT underground conduit facilities only.
SIGNATURE VALID FOR ONE YEAR

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Phone: (713) 783-8700, Fax: (713) 783-8747
TSPCE Firm Registration No. F-4991

STATE OF TEXAS
Srinivas Guntalapati
109787
Professional Engineer
09/19/2014

SURVEYED BY: COBB, FENDLEY & ASSOC., INC
FB NO. P-5780

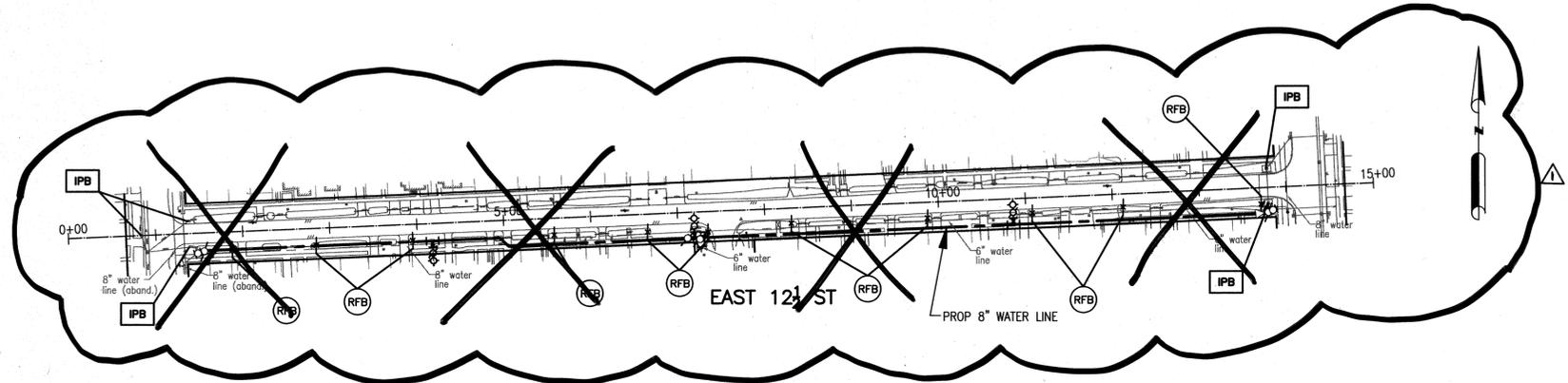
CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

WATER LINE REPLACEMENT IN INNER LOOP NORTH AREA

E. 12 1/2 STREET
STA 10+00 TO 15+00

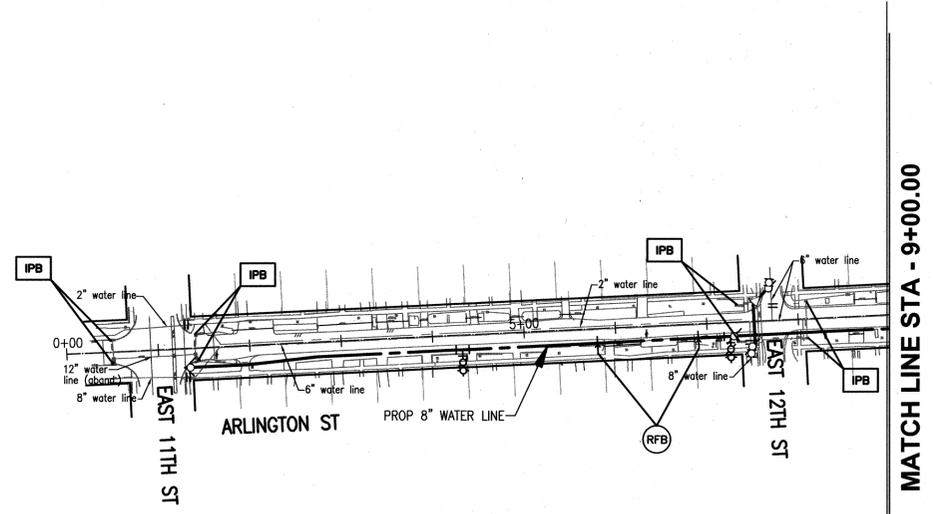
WBS NO. S-000035-0182-4	
DRAWING SCALE VERT. 1"=2' HORIZ. 1"=20'	
CITY OF HOUSTON, PM NA YAO, P.E.	
SHEET NO. 51 OF 197	

ORIGINAL SCALE IN INCHES



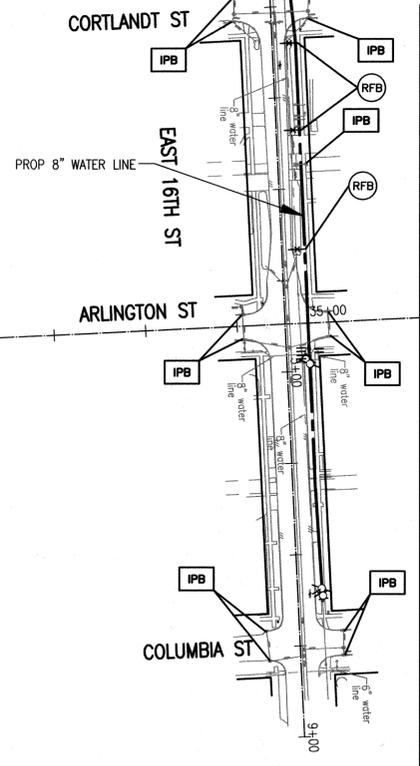
- NOTE:
- SEE SHEET REF. NO. SP-7 FOR STORM WATER POLLUTION PREVENTION PLAN(SWPPP) NOTES & DETAILS.
 - CONTRACTOR SHALL PROVIDE A STABILIZED CONSTRUCTION EXIT, INCLUDING TRUCK WASHING AREA, VERIFIED IN THE FIELD AND AUTHORIZED BY THE CITY ENGINEER.

- LEGEND:
- IPB INLET PROTECTION BARRIER
 - IST INLET SEDIMENT TRAP
 - RFB REINFORCED FILTER FABRIC BARRIER
 - FF FILTER FABRIC FENCE
 - SAND BAGS FOR INLET PROTECTION BARRIERS
 - SC STABILIZED CONSTRUCTION EXIT



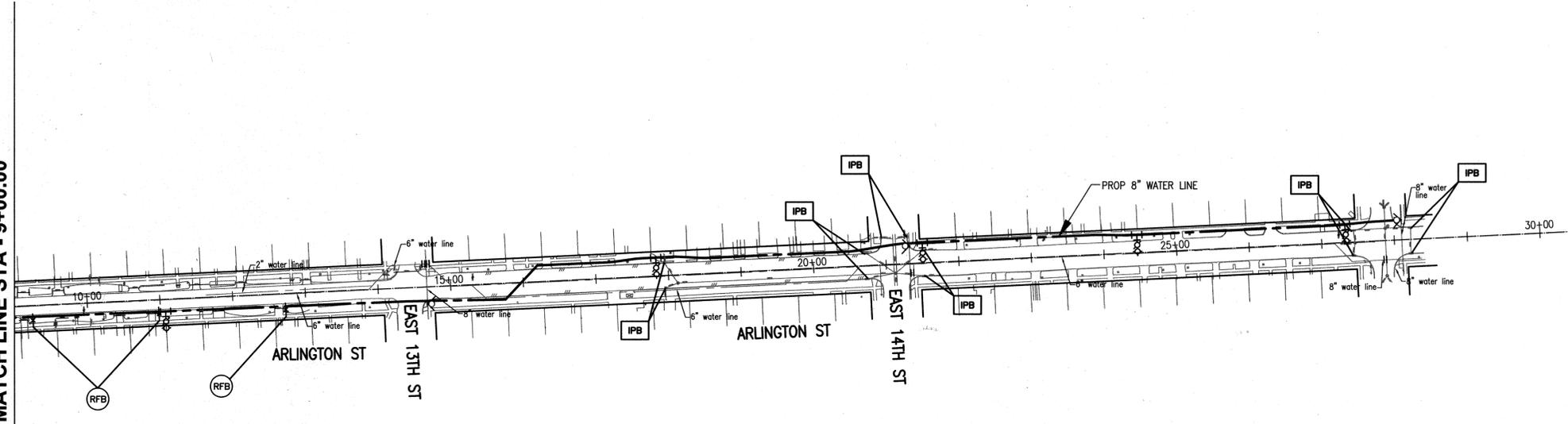
MATCH LINE STA - 9+00.00

MATCH LINE SEE SHEET 148



MATCH LINE STA - SEE SHEET 148

MATCH LINE STA - 9+00.00



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 Phone: (713)783-8700, Fax: (713)783-8747
 TSPC Firm Registration No. F-4991

SRINIVAS CHINTALAPATI
 License No. 109787
 Professional Engineer
Srinivas
 10/07/2014

SURVEYED BY: COBB, FENDLEY & ASSOC., INC
 FB NO. P-5780

CITY OF HOUSTON
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

WATER LINE REPLACEMENT IN INNER LOOP NORTH AREA
STORM WATER POLLUTION PREVENTION PLAN
 (SHT 3 OF 7)

WBS NO.
 S-000035-0182-4

DRAWING SCALE
 1"=100

CITY OF HOUSTON, PM
 NA YAO, P.E.

SHEET NO. 151 OF 197

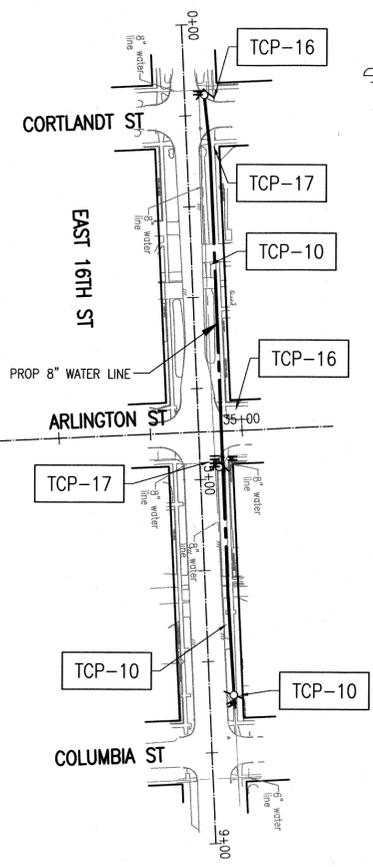
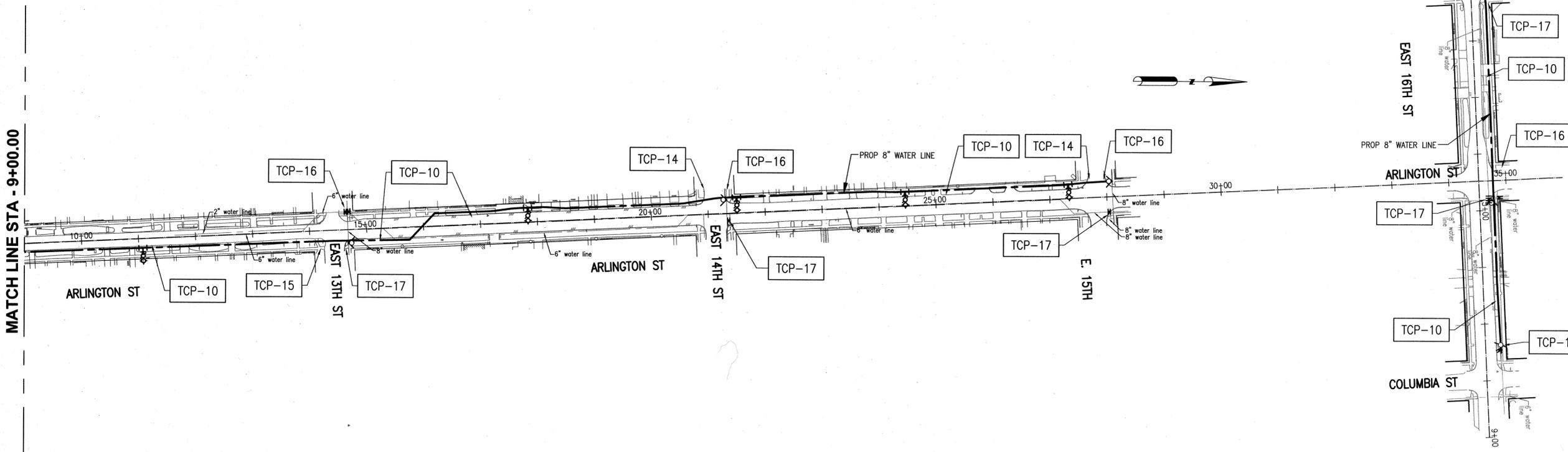
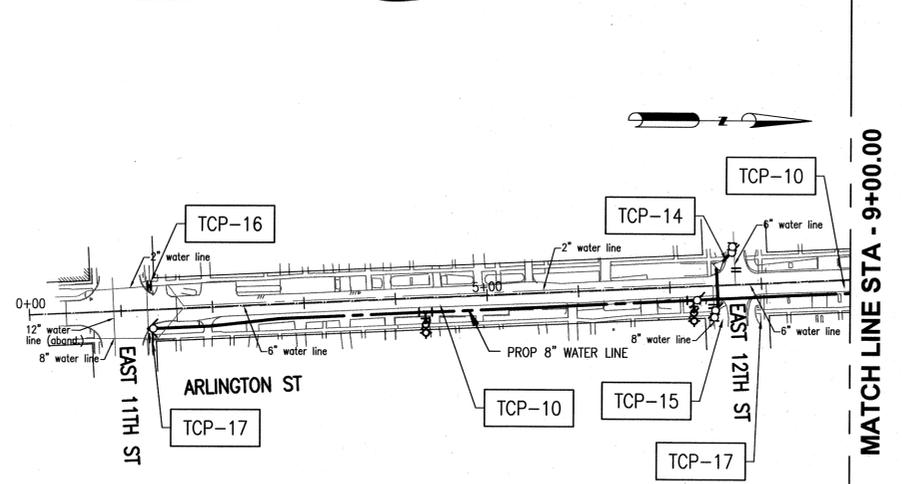
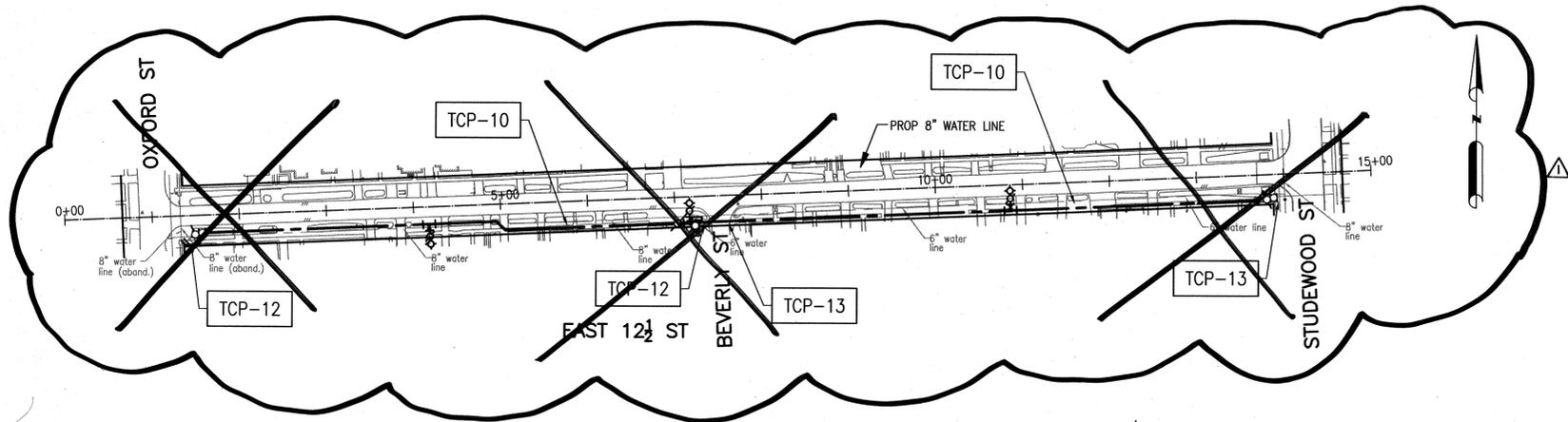
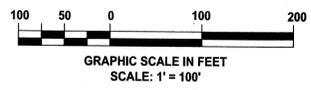
53380
CITY DRAWING NUMBER

NOTES:

1. SEE SHEET NO. TCP-01 FOR TRAFFIC CONTROL NOTES AND SHEET NO. TCP-21 FOR STANDARD BARRICADE DETAILS.
2. CONSECUTIVE INTERSECTION FULL CLOSURE SHALL NOT BE PERMITTED.
3. CONTRACTOR SHALL ADJUST LOCATION OF TRAFFIC SIGNAL HEADS AND OVERHEAD SIGNS TO LINE-UP WITH TEMPORARY TRAFFIC LANES AT ALL TIMES.
4. CONTRACTOR TO CONTACT CARL TAYLOR (CARL.TAYLOR@RIDEMETRO.ORG AT 713-615-7219), SHIRLEY MITCHELL (SHIRLEY.MITCHELL@RIDEMETRO.ORG AT 713-615-7212), OR ZELMA RIDLEY (ZELMA.RIDLEY@RIDEMETRO.ORG AT 713-615-7119) SEVEN (7) TO TEN (10) WORKING DAYS PRIOR TO WORKING WITHIN METRO BUS ROUTE.

LEGEND:

-  PROPOSED WATER LINE
-  PROPOSED FIRE HYDRANT
-  PROPOSED GV & BOX
-  PROPOSED WET CONNECTION
-  PROPOSED TSV & BOX
-  PROPOSED CUT & PLUG
-  REMOVE & SALVAGE EXIST FIRE HYDRANT
-  EXISTING WATER LINE
-  EXISTING WATER VALVES
-  EXISTING WATER METER
-  EXISTING PIPE REDUCER



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Challenging Challenges...
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Houston, Texas 77042
Phone: (713) 934-4100, Fax: (713) 934-8747
TSPCE Firm Registration No. F-4981

STATE OF TEXAS
KEITH R. DAVIS
82625
P.E.
PROFESSIONAL ENGINEER
10/16/14

SURVEYED BY: COBB, FENDLEY & ASSOC., INC
FB NO. P-5780

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

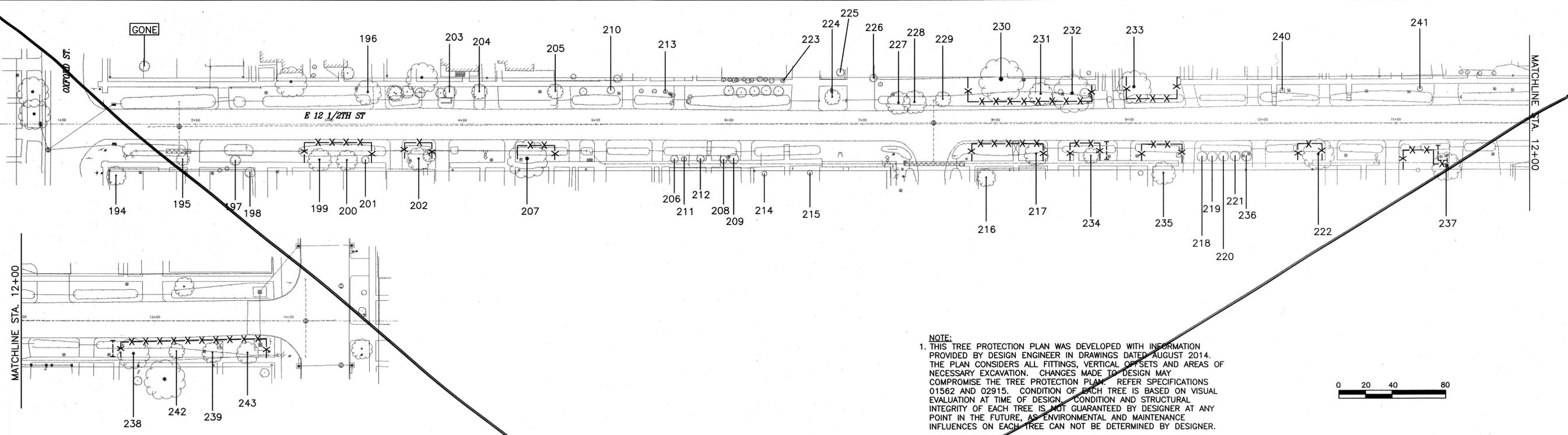
WATER LINE REPLACEMENT IN INNER LOOP NORTH AREA

TRAFFIC CONTROL PLAN
(SHT 07 OF 21)

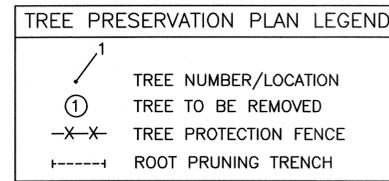
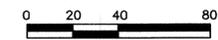
WBS NO.	S-000035-0182-4
DRAWING SCALE	1"=100'
CITY OF HOUSTON, PM	NA YAO, P.E.
SHEET NO. 162 OF 197	



R:\330_CFI\101\PROD\3.2 CAD\3.2.4 TCP\000\tcp_Overall.dwg



NOTE:
1. THIS TREE PROTECTION PLAN WAS DEVELOPED WITH INFORMATION PROVIDED BY DESIGN ENGINEER IN DRAWINGS DATED AUGUST 2014. THE PLAN CONSIDERS ALL FITTINGS, VERTICAL OFFSETS AND AREAS OF NECESSARY EXCAVATION. CHANGES MADE TO DESIGN MAY COMPROMISE THE TREE PROTECTION PLAN. REFER SPECIFICATIONS 01562 AND 02915. CONDITION OF EACH TREE IS BASED ON VISUAL EVALUATION AT TIME OF DESIGN. CONDITION AND STRUCTURAL INTEGRITY OF EACH TREE IS NOT GUARANTEED BY DESIGNER AT ANY POINT IN THE FUTURE, AS ENVIRONMENTAL AND MAINTENANCE INFLUENCES ON EACH TREE CAN NOT BE DETERMINED BY DESIGNER.



Tree No.	Location	Description	Comments	Treatment
Trees on E 12 1/2 Street				
194	602 E 12 1/2	10" Live Oak	Private tree, will not be impacted	
195	602 E 12 1/2	8" Crepe Myrtle	Not ordinance tree	
196	Not available	15" Crepe Myrtle	Not ordinance tree	
197	606 E 12 1/2	6" Italian Cypress	Not ordinance tree	
198	606 E 12 1/2	8" Crepe Myrtle	Private tree, will not be impacted	
199	610 E 12 1/2	12" Magnolia	Ordinance tree	Fence, Bore waterline
200	610 E 12 1/2	20" Crepe Myrtle	Ordinance tree	Fence, Bore waterline
201	610 E 12 1/2	5" Crepe Myrtle	Not ordinance tree	
202	622 E 12 1/2	18" Pecan	Ordinance tree	Hand dig tap&lead, Fence, Bore waterline
203	Not available	10" Crepe Myrtle	Not ordinance tree	
204	Not available	10" Crepe Myrtle	Not ordinance tree	
205	619 E 12 1/2	10" Pear	Not ordinance tree	
206	636 E 12 1/2	4" Crepe Myrtle	Not ordinance tree	
207	622 E 12 1/2	22" Water Oak	Ordinance tree	Hand dig tap&lead, Fence, Bore waterline
208	636 E 12 1/2	6" Crepe Myrtle	Not ordinance tree	
209	636 E 12 1/2	6" Crepe Myrtle	Not ordinance tree	
210	625 E 12 1/2	4" Crepe Myrtle	Not ordinance tree	
211	636 E 12 1/2	5" Crepe Myrtle	Not ordinance tree	
212	636 E 12 1/2	4" Crepe Myrtle	Not ordinance tree	
213	625 E 12 1/2	4" Ligustrum	Not ordinance tree	
214	640 E 12 1/2	2" Pear	Private tree, will not be impacted	
215	640 E 12 1/2	2" Pear	Private tree, will not be impacted	
216	700 E 12 1/2	18" Magnolia	Private tree	Fence, Bore waterline
217	700 E 12 1/2	24" Crepe Myrtle	Ordinance tree	Fence, Bore waterline
218	Not available	12" Crepe Myrtle	Not ordinance tree	
219	Not available	12" Crepe Myrtle	Not ordinance tree	
220	Not available	6" Crepe Myrtle	Not ordinance tree	
221	Not available	6" Crepe Myrtle	Not ordinance tree	
222	625 E 12 1/2	10" Crepe Myrtle	Not ordinance tree	
223	625 E 12 1/2	2" Juniper	Not ordinance tree	
224	641 E 12 1/2	2" Sago	Not ordinance tree	
225	641 E 12 1/2	8" Crepe Myrtle	Not ordinance tree	
226	641 E 12 1/2	8" Crepe Myrtle	Not ordinance tree	
227	641 E 12 1/2	13" Tallow	Not ordinance tree	
228	643 E 12 1/2	14" Tallow	Not ordinance tree	
229	643 E 12 1/2	8" Tallow	Not ordinance tree	
230	643 E 12 1/2	35" Water oak	Ordinance tree	Fence, Bore waterline
231	643 E 12 1/2	16" Live Oak	Ordinance tree	Fence, Bore waterline
232	643 E 12 1/2	26" Sycamore	Ordinance tree	Fence, Bore waterline
233	643 E 12 1/2	32" Pecan	Ordinance tree	Fence, Bore waterline
234	700 E 12 1/2	12" Bur Oak	Ordinance tree	Root prune for tap and lead, Fence, Bore waterline
235	700 E 12 1/2	20" Magnolia	Private tree	Fence, Bore waterline
236	Not available	14" Crepe Myrtle	Not ordinance tree	
237	Not available	22" Camphor	Ordinance tree	Root prune for tap and lead, Fence, Bore waterline
238	740 E 12 1/2	20" American Elm	Ordinance tree	Root prune for tap and lead, Fence, Bore waterline
239	740 E 12 1/2	16" Live Oak	Ordinance tree	Hand dig tap&lead, Fence, Bore waterline
240	Not available	2" Crepe Myrtle	Not ordinance tree	
241	Not available	8" Crepe Myrtle	Not ordinance tree	
242	740 E 12 1/2	12" Live Oak	Ordinance tree	Fence, Bore waterline
243	740 E 12 1/2	16" Live Oak	Ordinance tree	Fence, Bore waterline

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Phone: (713) 853-8100, Fax: (713) 853-8147
TBE Firm Registration No. F-4991

SURVEYED BY: KUO & ASSOCIATES, INC
FB NO. P-5709

C.N. Koehl
Urban Forestry, Inc.
210 Stone Bush Ct. • Katy, Texas 77493
ckoehl@koehlurbanforestry.com 281-391-0022
APPROVED: *Craig D. Koehl* 8-19-14

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

WATER LINE REPLACEMENT IN
INNER LOOP NORTH AREA

TREE PROTECTION PLAN
SHEET 4 OF 21

WBS NO.
S-000035-0182-4
DRAWING SCALE
1"=40'
CITY OF HOUSTON, PM
NA YAO, P.E.
SHEET NO.180 OF 197

