

SECTION GP

GENERAL PROVISIONS

REV. 4-19-2012

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GENERAL PROVISIONS

SECTION GP 1 - DEFINITIONS OF TERMS AND ABBREVIATIONS

GP 1.1 DEFINITION OF TERMS

Wherever the words, forms or phases defined herein or pronouns used in their place occur in these specifications, in the Contract, in the bonds, in the advertisement, or any other document or instrument herein contemplated, or to which these specifications apply or may apply, the intent and meaning shall be interpreted as follows:

Advertisement -- All of the legal publications pertaining to the work contemplated or under contract.

Bid Bond -- The approved form of proposal guarantee furnished by the Contractor and his surety as security for compliance with all conditions of such proposal guarantee as set forth in the General Provisions.

Bid Specifications

Bidder -- Any person, persons, partnership, company, firm, association or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.

Calendar Day -- A calendar day is defined as any day of the week or year, no days being excepted.

City -- The City of Mesquite, Texas, a municipal corporation, acting by and through (a) its governing body, (b) its Mayor or (c) its City Manager, each of whom is required by Charter to perform specific duties. Responsibility for final enforcement of contracts involving the City of Mesquite is by Charter vested in the City Manager.

City Attorney -- The City Attorney of the City of Mesquite, Texas, or his duly authorized assistants or agents.

City Council -- The City Council of the City of Mesquite, Texas.

City Engineer—The City Engineer of the City of Mesquite, Texas or his duly authorized assistants or agents.

City Manager -- The Manager of the City of Mesquite, Texas.

City Purchasing Agent -- The Purchasing Agent of the City of Mesquite, Texas, or his duly authorized assistants or agents.

City Representative – The word “City Representative” shall be understood as referring to the City Representative or such other person, or Inspector, as may be authorized by the City to act in any particular situation arising during the performance of this Contract.

City Representative’s Consultant – The consulting Architect, consulting Engineer or other Professional Consultant to the City Representative.

City Secretary -- The City Secretary of the City of Mesquite, Texas, or his duly authorized assistants or agents.

Contract -- The Contract shall consist of the Contract Documents including the Advertisement for Bid, Bidders Instructions, Proposal or Bid Form, signed Agreement, Performance Bond (when required), Payment Bond (when required), General Provisions of the Agreement, Special Provisions, General Specifications, Technical Specifications, Plans and all modifications thereof incorporated in any of the documents before the execution of the Agreement. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

Contractor -- The person, persons, partnership, company, firm, association or corporation entering into a contract for the execution of the work, acting directly or through a duly authorized representative.

Extra Work -- The term "Extra Work" as used herein shall be understood to mean and include all work that may be required by the City Representative or City to be done by the Contractor to accomplish any change, alteration or addition to the work shown upon

the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under "Changes and Alterations," herein.

Mayor -- The Mayor of the City of Mesquite, Texas.

Payment Bond -- The approved form of security furnished by the Contractor and his surety as a guaranty for the protection of all claimants supplying labor and material in the prosecution of the work provided for in the Contract.

Performance Bond -- The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in strict accordance with the plans, specifications and terms of the Contract, and that the Contractor will maintain the work constructed by him in good condition for a period of two (2) years after the date of written notice of acceptance of the work by the City.

Plan or Plans -- All the drawings pertaining to the Contract and made a part thereof, including such supplementary drawings or addenda as the City Representative may issue in order to clarify other drawings, or for the purpose of showing changes in the work hereinafter authorized, or for showing details not shown thereon.

Product -- The term "product" includes materials, systems, and equipment.

Proposal -- The written statement or statements duly filed with the Purchasing Agent, whether in the form of a sealed bid, proposal, quotation or other form, of the person, persons, partnership, company, firm, association or corporation proposing to do the work contemplated, including the approved form on which the bid, proposal or quotation for the work is to be prepared.

Proposal Guarantee -- The security designated in the advertisement and proposal, to be furnished by each bidder as a guarantee of good faith to enter into a contract with the City and comply with all conditions provided for such proposal guarantee in the General Provisions.

Provide -- The term "provide" means to furnish and install.

Special Provisions -- The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the general provisions, and taking precedence over any conditions or requirements of the general provisions with which they are in conflict.

Sub-Contractor -- The term "sub-contractor," as employed herein, includes only those having a direct contract with the Contractor for work or materials and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, as well as all other material suppliers.

Substantially Completed -- By the term "substantially completed," it is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

Sureties -- The corporate bodies that are bound by such bonds as are required with and for the Contractor. Said sureties engage to be responsible for the entire and satisfactory fulfillment of the Contract, and for any and all requirements as set out in the specifications, Contract or plans.

Technical Specifications -- The directions, provisions and requirements contained herein, together with the special provisions supplemental hereto, pertaining to the method and manner of performing the work or to the qualities or quantities of the materials to be furnished under the Contract.

The Work -- Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

Working Day -- A working day is defined as any day, not including Saturdays, Sundays or any legal holidays, in which weather or other conditions not under the control of the Contractor will permit construction of the principal units of the work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

Working Hours -- Work shall be done only during the regular and commonly accepted and described working hours between 7:00 a.m. and 6:00 p.m. No work shall be done nights, Sundays or regular holidays unless special permission is given by the City Representative or as may be approved by the proper administrative City representative.

Written Notice -- Written notice shall be deemed to have been duly served if delivery in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

GP 1.2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials	ASTM	American Society for Testing Materials
Asph.	Asphalt	Ave.	Avenue
Blvd.	Boulevard	C.I.	Cast Iron
C.L.	Centerline	C.O.	Clean Out
Conc.	Concrete	Cond.	Conduit
Corr.	Corrugated	Cu.	Cubic
Culv.	Culvert	Dia.	Diameter
Dr.	Drive or Driveway	Elev.	Elevation
Exp.Jt.	Expansion Joint	F.	Fahrenheit
Ft. or '	Foot or feet	Gal.	Gallon
H.S.	Horseshoe	In. or "	Inch or inches
Lin.	Linear	Lb.	Pound
L.S.G. Co.	Lone Star Gas Co.	M.H.	Manhole
Max.	Maximum	Min.	Minimum
Mono.	Monolithic	No.	Number
%	Percent	PSI	Pounds per Sq. In.
R.	Radius	Reinf.	Reinforced
Rem.	Remove	Rep.	Replace
R/W or R of W	Right-of-Way	S.W.B.T. Co.	Southwestern Bell Telephone Co.
Sani.	Sanitary	Sq.	Square
Std.	Standard	St.	Street or Storm
Str.	Strength	TU	TU Electric
Vol.	Volume		

SECTION GP 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

GP 2.1 PROPOSAL FORM, CONTRACT AND PLANS

Forms of proposal, Contract, plans and specifications may be obtained as provided in the advertisement for bids.

GP 2.2 ADDENDA

Bidders desiring further information, or interpretation of the plans and specifications, must make request for such information to the City Representative five (5) working days prior to the date of bid opening. Answers to all such requests will be given in writing to all bidders in Addendum form and Addenda made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies, or should he be in doubt as to their meaning, he shall at once notify the City Representative in order that a written Addendum may be sent to all bidders. Any Addenda issued prior to twenty-four (24) hours before the opening of bids will be mailed or delivered to each Contractor contemplating the submission of a proposal on this work. The proposal as submitted by the Contractor will be so constructed as to include any Addenda if such are issued by the City Representative prior to twenty-four (24) hours before the opening of bids.

GP 2.3 QUALIFICATION OF BIDDERS

Within 24 hours of the bid opening, the low bidder must submit to the City Representative, the Qualification Statement of Bidder form provided by the City showing that the bidder is capable of properly executing the work.

GP 2.4 QUANTITIES IN PROPOSAL FORM

The quantities of the work and materials set forth in the proposal form or on the plans approximately represent the work to be performed and materials to be furnished, and are for the purpose of comparing the bids on a uniform basis. Payment will be made by the City to the Contractor only for actual quantities of work performed or materials furnished in accordance with the plans and specifications, and it is understood that the quantities may be increased or decreased as hereinafter provided, without in any way invalidating the bid prices.

GP 2.5 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF THE WORK

Bidders are advised that the plans, specifications and other documents on file with the City Representative shall constitute all the information, which the City will furnish. Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and as to methods of providing ingress and egress to private properties, franchised utility conflicts, and methods of handling traffic during construction of the entire project. Bidders are required, prior to submitting any proposal, to read the specifications, proposal, Contract and bond forms carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion, and to obtain all information required to make an intelligent proposal. No information given by the City or any officials thereof, other than that shown on the plans and contained in the specifications, proposals and other contract documents, shall be binding upon the City. Bidders shall rely upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal is evidence that the bidder has made the examinations, investigations and tests required herein, and that if he is the low bidder he will enter into the usual Contract with the City.

A. Pre-Construction/Pre-Bid Inspection -- Bidder/Contractor shall inspect the site prior to bidding and again with the City Representative prior to move in. Bidder's/Contractor's inspection shall include but not be limited to:

1. Observation and verification of existing dirt grades, topographic conditions, surface and subsurface soil conditions, and surface and subsurface water drainage conditions, as they relate to the contract.

2. Observation and verification of any existing utility, appurtenance, or structure as it may relate to the contract. This shall include but not be limited to:
 - a. Water and sewer appurtenances.
 - b. Storm sewer structures and appurtenances.
 - c. Concrete structures and appurtenances.
 - d. Petroleum pipeline systems and appurtenances.
 - e. Telecommunications systems and appurtenances.
 - f. Electrical systems and appurtenances.
 - g. Television cable systems and appurtenances.
 - h. Irrigation systems and appurtenances.
- B. Quantity Verification - Bidders shall verify all quantities included in the bid proposal prior to submitting bid. Should any major quantity discrepancy between stated bid quantities and Bidder's estimate be found, Bidder shall notify the City Representative in writing, prior to submitting bid, and obtain a clarification and/or correction to the stated bid quantity. By submitting a bid, Bidder represents that estimates were performed and no major quantity discrepancies were found. Further, as Contractor/Bidder shall not apply for increase of in-place quantities above 5% of bid quantities unless:
 1. Changes in existing conditions occurred after the bid date and prior to commencing construction, and the City Representative was notified in writing prior to commencing construction; or
 2. Quantity increases above 5% of bid quantities were authorized by the Owner by a written executed change order prior to constructing the additional work.

A major quantity discrepancy shall be considered as any increase in quantity above 5% of the stated bid quantity.
- C. Subsidiary Cost: It is the intent of the Contract Documents, Technical Specifications, Supplemental Specifications, and plans to describe the construction and subsidiary activities and materials necessary to furnish and install a complete in place project, ready for its intended use, accepted by the City Representative. Those materials and work necessary to furnish and install a complete in place project, conforming to the plans and specifications, that are not specifically identified in the bid proposal, technical specifications, or the supplemental technical specifications as pay items shall be considered as subsidiary to the contract as a whole, and as such shall not be submitted for individual payment by the Contractor. The cost of those subsidiary items shall be reflected in the prices stated in the bid proposal. It shall be the responsibility of the Contractor to review the bid proposal, plans, technical specifications, and supplemental technical specifications and site conditions to determine for himself those materials and work which are not specifically identified but which shall be necessary to furnish and install a complete project in place.

GP 2.6 PREPARATION OF PROPOSAL

The bidder shall submit his proposal on the forms furnished by the City. All blank spaces in the form shall be correctly filled in and the bidder shall state the prices, written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the material required. Such prices shall be written distinctly legibly. In case of discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association or partnership, the name and address of each member must be given, and the proposal signed by a member of the firm, association or partnership, or person duly authorized. If the proposal is submitted by a company or corporation, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

GP 2.7 PROPOSAL GUARANTEE

If required by the bid specifications, the proposal shall be accompanied by a cashier's check on any State or National Bank in Dallas County, Texas, or acceptable Bid Bond, payable unconditionally to the City. The cashier's check or Bid Bond shall be in the amount of not less than five percent of the total amount of the base bid.

The proposal guarantee is required by the City as evidence of good faith and as a guarantee that if awarded the Contract: 1) the bidder will execute the Contract and furnish the required bonds within ten (10) days after the receipt of acceptance; or 2) if no Performance and/or Payment bond is required, the bidder will deliver all goods, materials, equipment and/or services in accordance with the bid proposal, specifications and other Contract documents. Said proposal guarantee shall further guarantee

that if the proposal is withdrawn after the bids have been opened or if the Contractor refuses to execute the Contract in accordance with his proposal, the Contractor and the Surety shall become liable to the City for damages incurred. In the event bidder fails to do any of these things, the proposal guarantee shall be subject to forfeiture as liquidated damages.

If a Bid Bond is used, the surety thereon shall designate an agent resident in Dallas County, Texas, to whom requisite notices may be delivered and upon whom service of process may be had. An acceptable Surety approved by the Texas State Board of Insurance under Article 7.19-1 of the Insurance Code and authorized under the laws of the State of Texas to act as surety on bonds for principals shall execute the Bid Bond, together with the bidder, as Principal. In addition, the Contractor and its agents shall have no financial interest in the Surety. The Bid Bond submitted to the City shall be on the form provided by the City Attorney.

GP 2.8 FILING PROPOSALS

No proposal will be considered unless it is filed with the office of the City Purchasing Agent in the City Municipal Building, 1515 N. Galloway, Mesquite, Texas, within the time limit for receiving proposals as stated in the advertisement. Each proposal shall be in a sealed envelope, plainly marked with the word "Proposal" and the name or description of the project as described exactly in the ADVERTISEMENT FOR BIDS.

GP 2.9 WITHDRAWING PROPOSALS

Proposals filed with the City Purchasing Agent cannot be withdrawn or modified prior to the time set for opening proposals. Request for non-consideration of proposals must be made in writing addressed to the City Council and filed with the City Purchasing Agent prior to the time set for opening proposals. After other proposals are opened and publicly read, the proposal for which withdrawal is properly requested may be returned unopened.

GP 2.10 OPENING PROPOSALS

The proposals filed with the City Purchasing Agent will be opened at the time stated in the advertisement and publicly read aloud, and shall thereafter remain on file with the City Purchasing Agent.

GP 2.11 IRREGULAR PROPOSALS

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

GP 2.12 REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected for any of the following specific reasons:

- A. Proposal received after the time limit for receiving proposals as stated in the advertisement.
- B. Proposal containing any irregularities.
- C. Unbalanced value of any items.

GP 2.13 DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their proposals not be considered for any of the following specific reasons:

- A. Reason for believing collusion exists among bidders;
- B. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated;
- C. The bidder being interested in any litigation against the City;
- D. The bidder being in arrears on any existing contract or having defaulted or performed unsatisfactorily on a previous contract.
- E. Lack of competency, ability, capacity and skill of the bidder to perform the contract or provide the service required as revealed by the financial statement, experience, equipment, questionnaires, etc.

- F. Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if required.
- G. The quality, availability and adaptability of the supplies, materials, equipment or contractual services, to the particular use required.
- H. The number and scope of conditions attached to the bid proposal.
- I. Whether the bidder can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- J. The character, responsibility, integrity, reputation, experience and safety record of the bidder.
- K. The previous and existing compliance by the bidder with laws relating to the contract or service.
- L. Any previous or existing noncompliance by the bidder to perform the contract or provide the service.
- M. The ability of the bidder to provide future maintenance, repair parts, and service for the subject contract.
- N. Rejection of bid when a bid is submitted in which there is a material failure to comply with the specification requirements.

SECTION GP 3 - AWARD AND EXECUTION OF CONTRACT

GP 3.1 CONSIDERATION OF CONTRACT

After proposals are opened, the proposals will be tabulated for comparison on the basis of the bid prices and quantities shown in the proposal. Until final award of the Contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise again for new proposals or proceed to do the work otherwise in the best interests of the City.

GP 3.2 AWARD OF CONTRACT

The City reserves the right to withhold the award of the Contract for a reasonable period of time from date of opening proposals, and no award will be made until after investigations are made as to the qualifications of the low bidders.

It is the intention of the City to award a Contract as described in the proposal on the basis of the lowest responsible bid submitted by a qualified bidder, or to the bidder who provides goods or services at the best value, as determined by the City. The right is reserved, as the interest of the City may require, to reject any and all bids and to waive any informality of bids received. The City will notify the successful bidder, in writing, within ten (10) days of its acceptance of the proposal.

GP 3.3 RETURN OF PROPOSAL GUARANTY

As soon as proposal prices have been tabulated for comparison of bids, the City may, at its discretion, return the proposal guarantees accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guarantees will be retained by the City until: 1) the required Contract and bonds have been executed; or 2) if no Performance and/or Payment bond is required, the bidder has delivered all goods, materials, equipment and/or services in accordance with the bid proposal, specifications and other Contract documents, after which the proposal guarantee will be returned. No proposal guarantees will be returned until at least two days shall have elapsed from time of opening proposals.

GP 3.4 SURETY BONDS

With the execution and delivery of the Contract, the Contractor shall furnish and file with the City, in the amounts herein required, the following surety bonds **if the total Contract sum exceeds the amount of \$50,000.00**:

- A. Performance Bond--A good and sufficient performance bond in an amount equal to one hundred (100) percent of approximate total amount of the contract, as evidenced by the proposal tabulation or otherwise, guaranteeing the full and faithful execution of the work and performance of the Contract in conformance with the plans and specifications. The Performance Bond also provides for the repair or replacement of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvement by the City.
- B. Payment Bond--A good and sufficient bond in an amount equal to one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each such claimant.
- C. Other Bonds--Other bonds, if required in the Special Provisions.

No sureties will be accepted by the City who are now in default or delinquent on any bonds or who are interested in any litigation against the City. All bonds shall be made on forms furnished by the City, and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the City. An acceptable surety to the City shall be a Surety approved by the Texas State Board of Insurance under Article 7.19-1 of the Insurance Code and authorized under the laws of the State of Texas to act as surety on bonds for principals. In addition, the Contractor and its agents shall have no financial interest in the surety.

Each bond shall be executed by the Contractor and the surety. The surety shall designate a resident of Dallas County, Texas as agent to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. Legal venue for enforcement of the bonds shall lie exclusively in Dallas County, Texas.

Should any surety on the Contract be determined unsatisfactory at any time by the City, notice will be given the Contractor to that effect, and the Contractor shall immediately provide a new surety satisfactory to the City. No payment will be made under the Contract until the new surety or sureties, as required, have qualified and been accepted by the City. The Contract shall not be operative nor will any payment be due or paid until approval of the bonds has been made by the City.

GP 3.5 CONTRACTOR'S INSURANCE

The Contractor shall not commence work on any contract in the City of Mesquite until he has obtained, for himself and all subcontractors, all the insurance required under this paragraph, and such insurance has been approved by the City.

The Contractor, and his subcontractor agrees to provide and to maintain the following types and amounts of insurance, which may be satisfied by any combination of primary, excess or umbrella liability insurance, for the term of this Contract:

A. Amounts of Insurance

<u>Type</u>	<u>Amount</u>
1) <u>Workers Compensation/Employer's Liability</u>	Statutory \$100,000 per occurrence
2) <u>Commercial (Public) Liability, including, but not limited to:</u>	<u>Bodily injury:</u> \$500,000 per person \$1,000,000 per occurrence and
A. Premises/Operations	
B. Independent Contractors	
C. Personal Injury	<u>Property Damage:</u>
D. Products/Completed Operations	\$500,000 per occurrence
E. Contractual Liability (insuring above indemnity provisions) Explosion or Cave-in	with <u>general aggregate</u> of \$1,000,000
3) <u>Automobile Policy</u>	Combined Single Limit/ \$500,000.00

The required limits may be satisfied by any combination of Primary, Excess or Umbrella liability coverage. The preceding amounts notwithstanding, City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the Contractor's address as shown on Contractor's Proposal. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

B. Other Insurance Requirements

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All Policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection and the providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to the City, under any third party liability policy.

The Contractor further agrees that with respect to the above-required insurance, the City shall:

1. Be named as additional insured/or an insured on all liability policies excepting Worker's Compensation.
2. Be provided with a waiver of subrogation, in favor of the City on all policies.
3. Be provided with an unconditional 30 days advance written notice of cancellation or material change. (i.e. no limiting language in the notice of cancellation). Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.
4. Prior to execution of this Agreement, proof of insurance shall be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. Additional Worker's Compensation Insurance Requirements

1. Definitions:

Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the City:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter,
 - (f) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

D. Scope of Insurance and Special Hazards

The insurance required under sub-paragraph (A) hereof shall provide adequate protection for the Contractor and his sub-contractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the Insured or by anyone directly or indirectly employed by him, and also against any special hazards, such as blasting, which may be encountered in the performance of this Contract, in the amount as shown in sub-paragraph (A) above.

E. Proof of Carriage of Insurance

The Contractor shall furnish the City with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies.

F. Payment

The Contractor shall furnish, pay for, and maintain insurance as provided for herein. No payment shall be made for insurance. Payment shall be considered incidental to the total contract price except for additional coverage as required by the City, which will be paid for as a single lump sum amount.

G. Indemnity

It is agreed for all purposes hereunder that the Contractor is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of the City.

The Contractor agrees to and shall indemnify and hold harmless and defend City, its officers, agents, and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or resulting from Contractor's work and/or activities conducted in connection with or incidental to this Contract.

Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the improvements are being made. It is expressly understood and agreed that City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in improvements constructed by Contractor which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by Contractor. Contractor understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity that City and Contractor will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, consequently or otherwise, affects or might affect the Contractor or City, and City shall have the right to compromise and defend the same to the extent of its own interests.

GP 3.6 EXECUTION OF CONTRACT

The person or persons, partnership, company, firm, association or corporation to whom a Contract is awarded shall within ten (10) days after such award sign the necessary agreements entering into the required Contract with the City. No contract shall be binding on the City until it has been attested by the City Secretary and executed for the City by the Mayor (or City Manager if authorized by the City Council) and delivered to the Contractor.

GP 3.7 FAILURE TO EXECUTE CONTRACT

The failure of the bidder to execute the required bonds or to sign the required Contract within ten (10) days after the Contract is awarded shall be considered by the City as an abandonment of his proposal, and the City may annul the award. By reason of the uncertainty of the market prices of materials and labor, and it's being impracticable and difficult to determine accurately the amount of damages accruing to the City by reason of said bidder's failure to execute said bonds and Contract within ten (10) days, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder, and shall thereupon immediately be forfeited to the City. The filing of a proposal will be considered as an acceptance of this provision.

GP 3.8 COST BREAKDOWN

The Contractor shall, within two (2) days after award of the Contract, prepare and submit to the City Representative for approval, a breakdown of Lump Sum bid items for the various parts and classes of work to be performed under the Contract. The breakdown, as approved, will be used for preparing and checking the Contractor's pay estimates.

GP 3.9 ASSIGNMENT AND SUBLETTING

The Contractor further agrees that he will retain personal control and will give his personal attention to the fulfillment of this Contract, and that he will not assign by Power of Attorney or otherwise, nor sublet said Contract without the written consent of the City, and that no part or feature of the work will be sublet to anyone objectionable to the City Representative or the City. The Contractor further agrees that the subletting of any portion or feature of the work or materials required in the performance of this Contract shall not relieve the Contractor from his full obligations to the City, as provided by this Agreement. The Contractor shall at all times have a superintendent on site if any work is being done or any materials are being delivered to the project location. Prior to award of this Contract, the Contractor shall submit to the City a list of all subcontractors to be utilized on this project.

GP 3.10 ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) or supplemented by Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

GP 3.11 HANDICAPPED DISCRIMINATION REGULATIONS

The handicapped discrimination regulations mandate equal opportunity and require that outside organizations such as labor unions and contractors who provide services to the local governments must not discriminate against qualified handicapped persons in employment decisions.

SECTION GP 4 - SCOPE OF WORK

GP 4.1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to describe a complete work or improvement, which the Contractor undertakes to do in full compliance with the plans, specifications, special provisions, proposal and Contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and Contract, and shall do such additional extra work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

GP 4.2 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

GP 4.3 "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the plans by using the name of a proprietary product, or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function, and only after written approval by the City Representative.

GP 4.4 SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

Should any work or conditions which are not thoroughly satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" and "Technical Specifications" for such work may be prepared by the City previous to the time of receiving bids, and shall be considered as a part of the specifications and Contract.

GP 4.5 COORDINATION OF PLANS, SPECIFICATIONS, PROPOSAL AND SPECIAL PROVISIONS

The plans, the specifications, the proposal, special provisions and all supplementary documents are intended to describe a complete work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancies, calculated dimensions shall govern over scaled dimensions; plans shall govern over specifications; large-scale details shall govern over general or smaller details; special and technical provisions shall govern over both general and standard specifications and plans; and quantities shown in the proposal shall govern over those shown on the plans. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications, and the City Representative shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the City Representative. Notification should be in writing and should take place before any material is ordered or any portion of the item in question is constructed.

GP 4.6 PRICE INTERPRETATION

In case of ambiguity or lack of clearness in stating prices in the proposal, the City reserves the right to adopt the most advantageous construction thereof.

GP 4.7 ALTERATION OF PLANS AND SPECIFICATIONS

The City reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract and bond.

GP 4.8 INCREASED OR DECREASED QUANTITIES

The City reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the Contract unit price.

The Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the actual amount of material furnished and incorporated into the work.

In the event that the actual quantities required to construct the project exceed the estimated quantities of the proposal, the Contractor shall, before ordering or constructing, notify the City Representative in writing of the overrun.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as twenty-five percent (25%) more than, or twenty-five percent (25%) less than the estimated or contemplated quantity for such items, then either party to the Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty-five percent (25%) of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) percent of the total Contract price, computed on the basis of the proposal quantities and the Contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

GP 4.9 EXTRA WORK

When any work is necessary to the proper completion of the project for which no prices are provided for in the proposal and Contract, the Contractor shall do such work, but only when and as ordered in writing by the City Representative, subject, however, to the right of the Contractor to require a written confirmation of such Extra Work Order by the City. It is also agreed that the compensation to be paid the Contractor for performing said Extra Work shall be determined by one or more of the following methods:

- A. Method (A)--By agreed unit prices; or
- B. Method (B)--By agreed lump sum; or
- C. Method (C)--If neither Method (A) nor (B) be agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or

ordinance, or directed by the City Representative, or by them agreed to. The City Representative may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the City Representative. The City Representative may also specify in writing, before the work commences the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred (100) percent, unless specified, or the latest schedule of Equipment Expense adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work Order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, except that where the Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the City Representative. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the City Representative for written order authorizing such Extra Work.

SECTION GP 5 - CONTROL OF THE WORK AND MATERIALS

GP 5.1 PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the City will arrange a conference with the Contractor, and appropriate City staff to establish interagency construction information to the best interest of all parties concerned.

GP 5.2 CITY REPRESENTATIVE'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the City Representative shall inspect and approve all work included herein. He has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. In order to prevent delays and disputes and to discourage litigation, it is further agreed that the City Representative shall in all cases determine the amounts and quantities of the several kinds of products which are to be paid for under this Contract. He shall determine all questions in relation to said work and the construction thereof, and shall in all cases decide every question, which may arise relative to the execution of this Contract on the part of said Contractor.

GP 5.3 SUPERINTENDENCE AND INSPECTION

It is hereby agreed by the Contractor that the City Representative shall be and is hereby authorized to appoint from time to time such subordinates or inspectors as the said City Representative may deem proper to inspect the material furnished and the work done under this Agreement, and to see that the said material is furnished and said work is done in accordance with the specifications herein. The Contractor shall furnish all reasonable aid and assistance required by the subordinate City Representatives or inspectors for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any subordinate City Representatives or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Agreement and the accompanying plans and specifications, provided, however, should the Contractor object to any order by any subordinate City Representative or inspector, the Contractor may within six (6) days make written appeal to the City Representative for his decision.

GP 5.4 CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this Contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the City Representative. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

The Contractor will be supplied with three (3) copies of the plans and specifications, and shall have available on the project site at all times one copy of said plans and specifications. The Contractor shall give to the project site the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the City Representative, his inspectors and other Contractors in every way possible. The Contractor shall provide all facilities to enable the City Representative and his inspectors to inspect the workmanship and materials of the work.

GP 5.5 CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this Contract, to do the work; and agrees that whenever the City Representative shall inform him in writing that any workman or workers are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the City Representative's written consent.

GP 5.6 CONTRACTOR'S BUILDINGS

The building or erection of structures or other forms of protection for labors, materials or equipment, will be permitted only at such places as the City Representative shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the City Representative.

GP 5.7 SANITATION

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the City Representative, and their use shall be strictly enforced.

GP 5.8 CLEANING ON DAILY BASIS

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract on a daily basis. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

GP 5.9 CHANGES AND ALTERATIONS

The Contractor further agrees that the City may make such changes and alterations as the City may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of construction, without affecting the validity of this Contract and the accompanying performance bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section GP 8, "Measurement and Payment." If the amount of work is increased and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this Contract, except as provided for unit price items under Section GP 8, "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under "Extra Work". In case the City shall make such changes or alterations as shall make useless any work already done or material already furnished and incorporated in said work, then the City shall recompense the Contractor for any material and labor so used, due to actual expenses incurred in preparation for the work as originally planned.

GP 5.10 CONFORMITY WITH PLANS

All work shall conform to the lines, grades, cross-sections and dimensions shown on the plans. Any deviation from the plans, which may be required by the exigencies of construction, will be determined and authorized by the City Representative.

GP 5.11 SHOP DRAWINGS

The Contractor shall submit to the City Representative, with such promptness as to cause no delay in his own work or in that of any other Contractor, three (3) copies, unless otherwise specified, of all shop drawings, material submittals and schedules required for the work of the various trades, and the City Representative shall pass upon them with reasonable promptness, making desired corrections. The Contractor shall make any corrections suggested by the City Representative, file with him three (3) corrected copies and furnish such other copies as may be needed.

The City Representative's review is only for general conformance with design concept of project and general compliance with the Contract documents. Contractor is responsible for confirming and correlating dimensions at job site, any information that pertains to fabrication processes or construction techniques, and for coordination of work of all trades. Review of shop drawings shall not relieve Contractor, any subcontractor, and/or material supplier of responsibility for deviation from requirements of the Contract documents nor for errors or omissions in shop drawings.

The City Representative's approval of such shop drawings, material submittals or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the City Representative's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

GP 5.12 SOURCE OF SUPPLY OF MATERIALS

The materials shall be the best procurable, as required by the plans, specifications and special provisions. The Contractor shall not start delivery of materials until the City Representative has approved the source of supply. Only materials conforming to these specifications shall be used in the work, and such materials shall be used only after written approval has been given by the City Representative, and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material, which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling, will not be permitted to be used in the work.

GP 5.13 SAMPLES AND TESTS OF MATERIALS

Where, in the opinion of the City Representative, or as called for in the specifications, tests of materials are necessary, such tests will be made at the expense of the Contractor unless otherwise provided.

Tests, unless otherwise specified, will be made in accordance with the latest methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the City Representative may require for collecting and forwarding samples, and shall not use the materials represented by the samples until tests have been made and satisfactory results obtained in compliance with the project specifications. The Contractor shall furnish adequate samples without charge.

The Contractor shall designate and pay a recognized testing laboratory to perform all testing and concrete design, if any, for this project. Such designation is subject to the approval of the City Representative. The hiring of the testing laboratory shall comply with Article 2254.004 of the Texas Governmental Code (Professional Services Procurement Act)

GP 5.14 STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the City Representative, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and shall be placed under cover when directed. Stored materials shall be placed and located so as to facilitate prompt inspection. Refer to the Technical Specifications for detailed information on the storage of materials.

GP 5.15 INSPECTION

The Contractor shall furnish the City Representative with every reasonable facility for ascertaining whether or not the work performed was in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable supervision or inspection by the City Representative may be ordered removed and replaced at the Contractor's expense.

GP 5.16 COVERING WORK

If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the City Representative, it shall, if requested by the City Representative, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the City Representative timely notice of Contractor's intention to cover the same and the City Representative has acted with reasonable promptness in response to such notice.

GP 5.17 PRELIMINARY APPROVAL

The City Representative shall not have the power to waive the obligations of this Contract for the furnishing by the Contractor of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the City Representative to condemn any defective work or material shall release the Contractor from the obligation to at once remove and properly replace the same at any time prior to City final acceptance upon the discovery of said defective work or material; provided, however, that the City Representative shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the City Representative, such acceptance shall be binding on the City, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination by the City Representative prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the Contractor, otherwise the expense thus incurred shall be allowed as Extra Work, and shall be paid for by the City. Should the Contractor proceed with such work without requesting prior inspection or approval, he shall bear all expense of taking up, removing and replacing this work if so directed by the City Representative.

GP 5.18 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work, which has been rejected or condemned, shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the Contractor's risk, and will be considered unauthorized and, at the option of the City Representative, may not be measured and paid for, and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the City Representative, the City Representative will, after giving notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed, and to deduct the cost thereof from any moneys due or to become due the Contractor.

GP 5.19 ACCEPTANCE OF DEFECTIVE WORK

If the City Representative prefers to accept Work which is defective and/or not in accordance with the requirements of the Contract Documents, the City Representative may accept Work instead of requiring its removal and correction, prior to recommendation of final payment. Work found to be defective and accepted by the City shall be, at the discretion of the City Representative and without recourse by the Contractor, subject to partial or non-payment. Contractor shall bear all direct, indirect, and consequential costs attributable to the City's evaluation of any determination to accept such defective work (such costs to be approved by the City Representative as to reasonableness, and to include, but not be limited to, fees and charges of architects, attorneys, and other professionals). If any such acceptance occurs prior to the City Representative's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Contractor to the City.

GP 5.20 DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the City Representative as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of notice thereof from the City Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this Contract.

GP 5.21 CITY MAY CORRECT DEFECTIVE WORK

If the Contractor fails within a reasonable time after written notice of the City Representative, to proceed to correct defective work, or to remove and replace rejected work required by the City Representative, and if the Contractor fails to perform the work in accordance with the Contract Documents, or any other provision of the Contract Documents, the City may, after seven days written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment, and machinery at the site, and incorporate in the work all materials and equipment stored at the site, or for which the City has paid the Contractor but which are stored elsewhere. Contractor shall allow the City, City's representatives, agents, and employees such access to the site as may be necessary to enable the City to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of the City in exercising such rights and remedies will be charged against the Contractor in an amount approved as to reasonableness by the City Representative, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work, and the City shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the City may make a claim therefor as provided in Article **8.3**. Such direct, indirect, and consequential costs will include, but not be limited to, fees and charges of City Representatives, architects, attorneys, and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's defective work. The Contractor shall not be allowed an extension of the Contract time because of any delay in performance of the work attributable to the exercise by City of City's rights and remedies hereunder.

GP 5.22 CONSTRUCTION STAKING

The Contractor is responsible for furnishing all construction staking. All construction staking is subject to checking and verification by the City Representative. The hiring of a Registered Land Surveyor shall comply with Article 2254.004 of the Texas Governmental Code (Professional Services Procurement Act)

GP 5.23 EXISTING STRUCTURES

The location of gas mains, water mains, conduits, sewers, etc. is unknown, and the City assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes, or require the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

The City Representative shall provide approximate locations of existing utilities, which may be encountered during the course of construction, but the Contractor is responsible for verification of exact locations of all such existing facilities. This verification shall take place well in advance of the construction operation in order to prevent possible grade conflict, damage to existing utilities and/or delays. Delays resulting from utility conflicts shall not be considered sufficient justification for an extension in the Contract Completion Date.

GP 5.24 LOCATION OF EXISTING UTILITIES

Prior to the start of construction, it is the responsibility of the Contractor to determine the location of all utilities, whether or not shown on the plans. The Contractor shall also become familiar with any proposed adjustments to be made by the utility and extend full cooperation. Any cost resulting from Contractor damages to utilities shall be the responsibility of the Contractor.

GP 5.25 UNDERGROUND UTILITIES

The plans show as much information as can reasonably be obtained by Park Planning and from City and utility company records regarding the location and nature of pipe-lines, storm sewers, sanitary sewers, water lines, natural gas lines, television cables,

telephone conduits, underground cables, etc.; however, the accuracy or completeness of such information is not guaranteed. It shall be the Contractor's responsibility to locate such underground features sufficiently in advance of operations to preclude damage to same. In the event that underground facilities not shown on the plans are encountered, it shall be the Contractor's responsibility to construct the work as intended, at no increase in the Contract price. If, through lack of effort, neglect or disregard by the Contractor, existing utilities are damaged and other City forces are required to repair and restore service, all labor, materials and equipment shall be charged to and paid for by the Contractor. Furthermore, the City will not be held responsible for any delays created by a franchised utility company relocating their facilities. The City will make an effort to assist in coordinating all relocations before and during the project.

GP 5.26 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any City or of a public utility, such property shall not be moved or interfered with until ordered to do so by the City Representative. The right is reserved to the City or public utilities to enter upon the site of the work for the purpose of making such changes or repairs of their property that may be necessary by performance of the Contract. The City reserves the right of entering upon the site of the work for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing structures, etc., and for making other repairs, changes or extensions to any City property.

GP 5.27 FINAL CLEAN-UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the City Representative.

GP 5.28 FINAL INSPECTION

The City Representative will make final inspection of all work included in the Contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the City Representative at the time of such inspection, he will inform the Contractor as to the particular defects before final acceptance will be made.

SECTION GP 6 - LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

GP 6.1 LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees. If the Contractor observes that the plans and specifications are at variance therewith, he shall promptly notify the City Representative in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Representative, he shall bear all costs arising therefrom. The laws from which the City derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which, the City may enter into contract, shall be controlling, and shall be considered as part of this Contract to the same effect as though embodied herein.

GP 6.2 EQUAL OPPORTUNITY CLAUSE

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding Paragraph (A) and the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

GP 6.3 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

GP 6.4 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or City. The Contractor shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the City harmless from any loss on account thereof, except that the City shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process, or the product of a particular manufacturer or manufacturers is specified or required by the City; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then the Contractor shall indemnify and save City harmless from any loss on account thereof. If the material or process specified or required by the City is an infringement, the Contractor shall be responsible for such loss unless he promptly gives such information to the City.

GP 6.5 PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS AND RIGHTS-OF-WAY

For the performance of the Contract, the Contractor will be permitted to occupy such portions of streets or alleys or other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the City Representative. A reasonable amount of tools, materials and equipment for construction purposes may be stored in such space, but not more than is necessary to avoid delays in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor to inconvenience occupants of adjoining property. Other contractors of the City, for all purposes required by their contracts, may enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the City all reasonable facilities and assistance for the completion of adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own cost and expense.

GP 6.6 PUBLIC CONVENIENCE AND SAFETY

Materials and equipment stored about the project shall be so placed, and the work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the City Representative. The Contractor shall make provisions by bridges or otherwise at all cross streets, highways, sidewalks and private driveways for the free passage of pedestrians and vehicles, provided that where bridging is impractical or unnecessary in the opinion of the City Representative, the Contractor may make arrangements satisfactory to the City Representative for the diversion of traffic, and shall, at his own expense, provide all material and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed except by special permission of the City Representative. The materials excavated, the construction materials or plant used in the construction of the work, shall be placed so as not to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for telephone, telegraph, signal or electric conduits, sanitary or storm sewers, and fire alarm or police call boxes in the vicinity.

The City reserves the right to remedy any neglect on the part of the Contractor as regards public convenience and safety which may come to its attention, after twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency, when it shall have the right to remedy any neglect without notice. In either case, the cost of such work done by the City shall be deducted from moneys due the Contractor. The Contractor shall give twenty-four (24) hours notice to the Fire Department and the Police Department headquarters when any street is closed or obstructed, and when directed by the City Representative shall keep any street or streets in condition for unobstructed use by emergency equipment. This notice may be given by telephone. A separate notice must be given whenever any additional street in the project is to be cut. Where the Contractor is required to construct temporary bridges or make other arrangements for crossing over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

GP 6.7 GENERAL CONSTRUCTION

Before beginning work on this Project, the Contractor shall submit, for approval by the City Representative, a plan of construction operations outlining in detail a sequence of work to be followed, setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the work. If at any time during the construction the Contractor's proposed plan of operation for handling traffic does not provide for safe, comfortable movement, the Contractor shall immediately change his operations to correct the unsatisfactory condition. One lane in each direction is to be kept open at all times on the existing streets, except as necessary for short-term, temporary vicinity construction operations which would warrant adequate signs, barricades and flagmen as required by the current Texas Manual of Uniform Traffic Control Devices.

GP 6.8 GENERAL TRAFFIC

The Contractor shall schedule the work such that the public's and adjoining property City's inconvenience shall be at a minimum. Access to all businesses shall be provided at all times during business hours. Private drives to residences shall not be closed for more than 14 days at any one time during paving operations.

The Contractor will schedule work through residential areas in a manner that would expedite construction operations and will restore drive access at the end of each working day during execution of the project. Condition of temporary drive accesses shall be maintained to the satisfaction of the City Representative.

The Contractor will notify the City Representative Office one (1) week prior to any street or driveway closure.

GP 6.9 BARRICADES, LIGHTS AND WATCHMEN

Where the work is carried on in or adjacent to any street, alley or public place, the Contractor shall at his own expense design, furnish and erect such barricades, fences, lights and danger signals; shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. This shall be done in accordance with the Barricade and Construction Standards from the most current Texas Manual of Uniform Traffic Control Devices.

The Contractor will be held responsible for all damage to the work due to the failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the City Representative may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the project is accepted by the City.

GP 6.10 SAFETY

The Contractor shall provide, construct and maintain barricades and signs in accordance with the most current Barricade and Construction Standards from the Texas Manual of Uniform Traffic Control Devices. In addition, he shall provide and maintain such other barricades and signs as deemed necessary by the City Representative.

All excavation and trench operations shall be in accordance with 29 CFR Part 1926 Subpart P and all applicable City and State regulations. Prior to commencing any excavation or trenching operation, the Contractor shall submit to the City Representative a plan indicating the intended procedures to be used by the Contractor to comply with OSHA requirements. Such Plan shall further identify the "Competent Person" as required by paragraph 1926.651(k)(1) that will work with each crew. A copy of said Plan shall be available for review at the job site at all times.

The City reserves the right to deny payment for any construction activities in excavations or trenches, which are not in accordance with said Plan.

GP 6.11 USE OF EXPLOSIVES

Explosives shall not be used in the prosecution of this project.

GP 6.12 PROTECTION AND RESTORATION OF PROPERTY

Where the work passes over or through private property, the City will provide such right-of-way. The Contractor shall notify the proper representatives of any public utility, corporation, any company or any individual not less than forty eight (48) hours in advance of any work which might damage or interfere with the operation of their or his property along or adjacent to the work. The Contractor shall be responsible for all damage or injury to property of any character (except such as may be due to the provisions of the Contract Documents, or caused by agents or employees of the City) by reason of any negligent act or omission on the part of the Contractor, or the Contractor's employees or agents, or at any time due to defective work or materials, or due to his failure to reasonably or properly prosecute the work, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any such damage or injury is done to public or private property on the part of the Contractor, he shall restore or have restored at his own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing or otherwise restoring as may be directed, or he shall make good such damage from injury in a manner acceptable to the City or the City Representative. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the City Representative may, upon forty eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof will be deducted from any moneys due or to become due the Contractor under this Contract.

All trees indicated on the drawings or designated by the City to remain shall be protected from damage. Substantially constructed guards or barricades shall be provided as required to protect tree trunks from moving equipment.

The Contractor shall exercise special care to minimize damage to other trees, plants and shrubs along the route of the work. The owner's of trees, plants and shrubs which lie outside the property lines and within the normal limits of work shall be notified by the Contractor before beginning construction operations. The owner's shall be allowed to remove and protect their property, and all such trees, plants and shrubs not so protected by their owner's shall be removed and disposed of by the Contractor, as directed by the City Representative.

GP 6.13 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his sureties shall indemnify and hold harmless the City and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property, on account of any negligent act or fault of the Contractor, his agents or employees in the execution of said Contract; or on account of the failure of the Contractor to provide necessary barricades, warning lights or signs, or trench safety devices; and will be required to pay any judgment, with costs, which may be obtained against the City growing out of such injury or damage.

GP 6.14 CONTRACTOR'S CLAIM FOR DAMAGES

Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall, within three (3) days after sustaining such damage, make a written statement to the City Representative, setting out in detail the nature of the alleged damage, and on or before the twenty-fifth (25th) day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the City Representative an itemized statement of the details and amount of such alleged damage, and, upon request, shall give the City Representative access to all books of accounts, receipts, vouchers, bills of lading, and other books or papers containing any evidence as to the amount of such alleged damage. Unless such statements shall be filed as herein above required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of such damage.

GP 6.15 TEMPORARY WATER, SEWER AND DRAIN CONNECTIONS

When existing water or sewer mains or services have to be taken up or removed, the Contractor shall, at his own cost and expense, provide and maintain temporary outlets and connections for all private or public drains, sewers and water connections. The Contractor shall also take care of all sewage and drainage which will be received from these drains and sewers; and for this purpose he shall provide and maintain, at his own expense, adequate pumping facilities and temporary outlets or diversions. The Contractor, at his own expense, shall construct such troughs, pipes or other structures necessary, and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the Contract, except where specified or ordered to be abandoned by the City Representative. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created, and so that the work under construction will be adequately protected.

GP 6.16 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

Where Contractor desires to use City water in connection with any construction work, he shall make complete and satisfactory arrangements with the Mesquite Department of Public Services for so doing. Where meters are used, the charge for water will be at the regular established rate; where no meters are used, the charge will be as prescribed by ordinance; or, where no ordinance applies, payment shall be made on estimates made by the Mesquite Department of Public Services.

GP 6.17 USE OF FIRE HYDRANTS

No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve or stopcock, or tap any water main belonging to the City, unless duly authorized to do so by the Mesquite Department of Public Services.

GP 6.18 USE OF A SECTION OR PORTION OF THE WORK

Wherever in the opinion of the City Representative any section or portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the City Representative, and such usage shall not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or the Contract pending final completion and acceptance of the work. All necessary repairs and removals of any section of the work so put into use, due to defective materials or workmanship or to operations of the Contractor, shall be performed by the Contractor at his own cost and expense.

GP 6.19 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until written acceptance by the City Representative, as provided for in these specifications, the work shall be under the charge and care of the Contractor, and he shall take every precaution to prevent injury or damage to the work or any part thereof by action of the elements or from any other cause whatsoever, whether arising from the execution or non-execution of the work. The Contractor shall rebuild, repair, restore and make good at his own cost and expense, all injuries or damages to any portion of the work occasioned by any of the herein above causes.

GP 6.20 DISCLOSURE OF CONFLICTS OF INTEREST

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations relating to conflicts of interest, including all amendments and revisions thereto, which in any manner affect Contractor or the services and/or items to be provided. In particular, Contractor is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Contractor of all benefits of the Contract; ii) the retainage by City of all services performed by Contractor and iii) the recovery by City of all consideration, or the value of all consideration, paid to Contractor pursuant to any awarded contract.

SECTION GP 7 - PROSECUTION AND PROGRESS

GP 7.1 ASSIGNMENT AND SUBLETTING

The Contractor agrees that he will retain personal control and will give his personal attention to the fulfillment of this Contract and that he will not assign by Power of Attorney or otherwise, or sublet said Contract without the written consent of the City, and that no part or feature of the work will be sublet to anyone objectionable to the City Representative or the City.

GP 7.2 PROSECUTION OF THE WORK

The Contractor shall begin the work to be performed under this Contract within the time limit stated in these specifications, and shall conduct the work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit. The sequence of all construction operations shall be at all times as approved by the City Representative. Such approval by the City Representative shall not relieve the Contractor from the full responsibility of the complete performance of the Contract. Should the prosecution of the work be discontinued by the Contractor, he shall notify the City Representative at least twenty-four (24) hours in advance of resuming operations.

GP 7.3 LIMITATION OF OPERATIONS

The work shall be so conducted as to create a minimum amount of inconvenience to the public. At any time when, in the judgment of the City Representative, the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the City Representative may require the Contractor to finish the sections on which work is in progress before operations are started on any additional section.

GP 7.4 TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this Contract, the plans and specifications, and within the time of completion designated in the proposal; provided also that when the City is having other work done, either by contract or by its own force, the City Representative may direct the time and manner of constructing the work done under this Contract so that conflict will be avoided and the construction of the various works being done for the City shall be harmonized.

The Contractor shall submit, at such times as may reasonably be requested by the City Representative, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

GP 7.5 EXTENSION OF TIME

Should the Contractor be delayed in the completion of the work by any act or neglect of the City or City Representative, or of any employee of either, or by other contractors employed by the City, or by changes ordered in the work, or by strikes, lockouts, fires and unusual delays by common carriers, or by any cause which the City Representative shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the City Representative; provided, however, that the Contractor shall give the City Representative prompt notice in writing of the cause of such delay. Delays due to normal days of rainfall or utility conflicts shall not justify an extension in the Contract Completion Date. It is agreed that no claim shall be made by, or allowed to, the Contractor for any damages which may arise out of any delay caused by the above referenced acts or occurrences other than claims for the appropriate extension of time.

GP 7.6 HINDRANCES AND DELAYS

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the City) during the progress of any portion of the work embraced in this Contract. In case said work shall be stopped by the act of the City, then such expense as in the judgment of the City Representative is caused by such stoppage of said work shall be paid by the City to the Contractor.

GP 7.7 FAILURE TO COMPLETE ON TIME

Time is of the essence for the performance of this Contract. For each calendar day that any work shall remain uncompleted after expiration of the time specified in the Contract executed by the City and applicable change orders, a sum equal to the rate stated below shall be deducted from the moneys due the Contractor, not as a penalty, but as an agreed upon liquidated damage. Liquidated damage amounts will be deducted by Change Order.

<u>Total Amount of Contract</u>	<u>Amount of Liquidated Damages</u>
Less than \$ 5,000.00	\$60.00 Per Day
to 14,999.99	80.00 Per Day
to 24,999.99	100.00 Per Day
to 49,999.99	120.00 Per Day
to 99,999.99	160.00 Per Day
to 1,000,000.00	240.00 Per Day
More than 1,000,000.00	500.00 Per Day

GP 7.8 SUSPENSION BY COURT ORDER

The Contractor shall suspend such part or parts of the work ordered by the court, and will not be entitled to additional compensation by virtue of such court order. Neither will he liable to the City in the event the work is suspended by court order.

GP 7.9 TEMPORARY SUSPENSION

The City Representative shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary due to unsuitable weather conditions as are considered unfavorable for the suitable prosecution of the work. The City Representative may also suspend the work if in his opinion the prosecution of the work is considered unsatisfactory or unsafe. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration.

GP 7.10 ABANDONMENT BY CONTRACTOR

Contractor shall be considered to have abandoned the work when conditions (A) and (B) or (C) are met:

- A. Ten (10) calendar days have elapsed since the last day worked and, in the opinion of the City Representative,
 1. work could have been completed and reasonable progress made; and/or
 2. sufficient amounts of equipment have been removed from the site, without approval of the City Representative, such that, in the opinion of the City Representative, completion of the work cannot be made within the allowed time limits; and
- B. the Contractor fails or refuses to resume work within ten (10) calendar days after date of written notification from the City Representative to the Contractor directing the Contractor to return to work or consider himself in abandonment of the contract; or
- C. If the Contractor fails to comply with the written orders of the City Representative, when such orders are consistent with the Contract Documents.

Upon meeting conditions (A) and (B) or (C), and in the case where a performance bond exists, the surety on the bond shall be notified in writing and directed to complete the work. A copy of the notice to the surety will be delivered to the Contractor's last known address.

After receiving said notice of abandonment, the Contractor shall not remove from the work site any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under Contract for the work, may be held on the work by the City or the surety on the performance bond, or another contractor in completion of the work; and the contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under General Provision 4.9, Extra Work), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

GP 7.11 TERMINATION OF CONTRACT

The City may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. accept assignment of subcontractors; and
3. finish the Work by whatever reasonable method the City may deem expedient.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to City. The amount to be paid to the Contractor or City, as the case may be, shall be certified by the City, upon application, and this obligation for payment shall survive termination of the Contract.

GP 7.12 WORK ON NON-WORK DAYS

If the Contractor wishes to work on non-work days, such as weekends or city holidays, or before or after normal business hours (generally 8:00 a.m. - 5:00 p.m. or as may otherwise be determined by City), approval from the City Representative shall be obtained prior to these dates. Inspection time will be reimbursed to the City by the Contractor at the rate of time-and-one-half plus workman's compensation, F.I.C.A. and other pertaining rates.

SECTION GP 8 - MEASUREMENT AND PAYMENT

GP 8.1 QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

GP 8.2 ESTIMATED QUANTITIES

This Agreement, including the specifications, plans and estimated quantities, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work, and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished. Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as twenty-five percent (25%) more than the estimated or contemplated quantity for such item, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty-five percent (25%) of the estimated quantity.

A major item shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work".

GP 8.3 UNIT PRICE

Where in the proposal form a "Unit Price" is set forth, the "Unit Price" shall include the furnishing by the Contractor of all labor, tools, materials, machinery, appliances, plant and equipment appurtenant to and necessary for the construction in every detail and the completion in a first class, workmanlike manner of all the work to be done under these specifications. The "Unit Price" shall also include all permanent protection of overhead, surface and underground structures, cleaning up, finish, overhead expense, bond, insurance, patent fees, royalties, risk due to the elements, delay, profit, injuries, damages, claims and all other items not specifically mentioned that may be required to construct fully each item of the work, complete in place. In case of discrepancy in the proposal form between the "Unit Price" and the "Total Base Bid (Lump Sum)", the "Unit Price" shall govern.

GP 8.4 PARTIAL PAYMENTS

The City closes monthly estimates on the twenty-fifth (25th) day of each month. If progress payments are approved by the City, on or after the twenty-fifth (25th) day of each month, the Contractor shall prepare an application and certificate for payment or a statement showing as completely as practicable the total value of the work done for the previous month, less the aggregate of previous application and certificate for payment. No payment will be made for materials delivered to the site that are not secured or will not be incorporated into the work.

The City shall then pay the Contractor on or before the tenth (10th) day of the following month the total amount authorized by the City Representative, less ten percent (10%) of the amount thereof which, unless the total contract amount is for \$400,000.00 or more in which case five percent (5%) of the amount thereof, shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the City under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the City may upon written recommendation of the City Representative pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor at the City's option may be relieved of the obligation to fully complete

the work and, thereupon, the Contractor shall receive payment of the balance due him under the Contract subject only to the conditions stated under "Final Inspection and Payment."

The City may withhold progress payments if work remains uncompleted after expiration of the time specified in the Contract.

GP 8.5 PARTIAL RELEASE

The Contractor may be required to provide partial releases beginning with the second payment request and, is further responsible for payments by the Contractor to all Sub-Contractors for work performed each pay period. If required, the Contractor shall submit with each pay application Partial Releases from Sub-Contractors who have received funds from previous partial payments to the Contractor.

GP 8.6 FINAL INSPECTION AND PAYMENT

After the Contractor has given the City Representative written notice that the work has been completed, the City Representative shall make a final inspection of the project. If the City Representative determines that work is found to be completed in accordance with the Contract Documents, the Contractor shall prepare a final application and certificate for payment or statement showing the total value of work done. The Contractor shall be required to execute the following documents and submit to the City Representative prior to the final payment being released.

- A. "Contractor's Affidavit of Payment and Release" and
- B. "Consent of Surety Company to Final Payment"

The Contract will be considered fulfilled, save as provided in any maintenance stipulations, bond or by law, when all the work has been completed, the final inspection made by the City Representative, and final acceptance and final payment made by the City. Such final obligation and/or payment shall not relieve the Contractor of the obligation for fulfillment of any warranty or maintenance bond requirements.

GP 8.7 PAYMENTS WITHHELD

The City will, upon written notice from contractors, suppliers or citizens, withhold final payment from the Contractor for the following claims:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to sub-contractors or for material or labor.
- D. Damage to another contractor or City property.

When the above claims are removed and the Contractor provides a Consent of Surety Company to Final Payment Certificate satisfactory to the City, which will protect the City for the amount withheld, payment shall be made to the Contractor.

GP 8.8 TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the City Representative within ten (10) days after the City Representative has given any direction, order or instruction to which the Contractor desires to take exception. The City Representative shall reply to such written exceptions by the Contractor and render his final decision in writing.

SECTION GP 9 - LABOR CLASSIFICATION AND MINIMUM WAGES

GP 9.1 LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

The Contractor may bring his superintendent, foreman, sub-foreman, machine operators and sufficient key men to round his organization. All other skilled and unskilled labor used on the work, when qualified, fit and available, shall be obtained first from residents within the City of Mesquite, Texas, and second from residents of Dallas County.

Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate Per Hour, times (b) the number of hours worked on the legal holiday.

The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate Per Hour.

Under the provisions of V.T.C.A. Government Code, Chapter 2258, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Sixty Dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

The following wage rates have been determined by the City to be the prevailing rates applicable to the work to be done under this Contract as taken from a previous General Wage Decision issued by the U.S. Department of Labor within three (3) years of the date hereof.

GENERAL DECISION: **TX20100033** 06/04/2010 TX33

Date: June 4, 2010

General Decision Number: **TX20100033** 06/04/2010

Superseded General Decision Number: TX20080033

State: Texas

Construction Type: Heavy

County: Dallas County in Texas.

HEAVY CONSTRUCTION, INCLUDING TREATMENT PLANTS (DOES NOT INCLUDE WATER/SEWER LINES)

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	05/28/2010
3	06/04/2010

ASBE0021-003 05/01/2009

	Rates
Fringes	
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems).....	\$ 18.74
6.93	

* ELEC0020-003 06/01/2010

	Rates
Fringes	
Electricians:	
Cable Splicer.....	\$ 26.41
4.50+12.5%	
Electrician.....	\$ 24.25
4.50+12.5%	

ELEC0020-006 05/01/2004

	Rates
Fringes	
Line Construction:	
CABLE SPLICERS.....	\$ 17.12
3.75+14.5%	
GROUNDMAN.....	\$ 12.84
3.75+14.5%	
LINEMAN & EQUIPMENT OPERATORS.....	\$ 21.41
3.75+14.5%	

ENGI0178-001 06/01/2009

	Rates
Fringes	
Cranes:	
Hydraulic Crane (35 ton & under).....	\$ 23.70
9.35	
Hydraulic over 35 tons, Derricks, Overhead Gentry, Stiffleg, Tower, etc., and Cranes with Piledriving or Caisson attachements.....	\$ 24.70
9.35	

IRON0263-010 06/01/2009

	Rates
Fringes	
Ironworkers:	
Reinforcing & Structural....	\$ 21.60
4.40	

PLUM0100-002 05/01/2010

	Rates
Fringes	
Plumbers and Pipefitters.....	\$ 28.23
8.62	

SHEE0068-002 05/01/2008

	Rates
Fringes	
Sheet metal worker.....	\$ 24.01
7.60	

SUTX1990-040 08/01/1990

	Rates
Fringes	
CARPENTER.....	\$ 10.536
Concrete Finisher.....	\$ 9.603
Form Builder.....	\$ 8.036
Form Setter.....	\$ 9.578
Laborers:	
Common.....	\$ 7.25
Utility.....	\$ 7.25
Pipelayer.....	\$
7.961	
Power equipment operators:	
Backhoe.....	\$ 10.971
Bulldozer.....	\$ 9.942
Front end loader.....	\$ 10.771
Mechanic.....	\$ 9.88

Motor Grader.....	\$ 11.633
Oiler.....	\$
9.183	
Scraper.....	\$ 8.00
TRUCK DRIVER.....	\$ 7.465

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

GENERAL DECISION: **TX20100034** 05/28/2010 TX34

Date: May 28, 2010

General Decision Number: **TX20100034** 05/28/2010

Superseded General Decision Number: TX20080034

State: Texas

Construction Type: Heavy

**COUNTIES: COLLIN, DALLAS, DENTON, ELLIS, KAUFMAN AND ROCKWALL
COUNTIES IN TEXAS.**

**WATER AND SEWER LINES/UTILITIES (INCLUDING RELATED TUNNELING
WHERE THE TUNNEL IS 48" OR LESS IN DIAMETER)**

Modification Number	Publication Date
0	03/12/2010
1	05/07/2010
2	05/28/2010

* PLUM0100-002 05/01/2010

	Rates
Fringes	
Plumbers and Pipefitters.....	\$ 28.23
8.62	

SUTX1991-004 09/23/1991

	Rates
Fringes	
Laborers:	
Common.....	\$ 7.25
Utility.....	\$ 7.467
Pipelayer.....	\$ 7.828
Power equipment operators:	
Backhoe.....	\$ 10.804
Crane.....	\$ 10.942
Front End Loader.....	\$ 9.163
Tunneling Machine (48" or less).....	\$ 9.163
TRUCK DRIVER.....	\$ 8.528

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

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

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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=====
END OF GENERAL DECISION

Derrick, Dragline, Shovel Operator.....	\$ 14.12
0.00	
Electrician.....	\$ 18.12
0.00	
Flagger.....	\$ 8.43
0.00	
Form Builder/Setter, Structures	\$ 11.63
0.00	
Form Setter, Paving & Curb.....	\$ 11.83
0.00	
Foundation Drill Operator, Crawler Mounted.....	\$ 13.67
0.00	
Foundation Drill Operator, Truck Mounted.....	\$ 16.30
0.00	
Front End Loader Operator.....	\$ 12.62
0.00	
Laborer, common.....	\$ 9.18
0.00	
Laborer, Utility.....	\$ 10.65
0.00	
Mechanic.....	\$ 16.97
0.00	
Milling Machine Operator, Fine Grade.....	\$ 11.83
0.00	
Mixer operator.....	\$ 11.58
0.00	
Motor Grader Operator, Fine Grade.....	\$ 15.20
0.00	
Motor Grader Operator, Rough...	\$ 14.50
0.00	
Oiler.....	\$ 14.98
0.00	
Painter, Structures.....	\$ 13.17
0.00	
Pavement Marking Machine Operator.....	\$ 10.04
0.00	
Pipelayer.....	\$ 11.04
0.00	
Reinforcing Steel Setter, Paving.....	\$ 14.86
0.00	
Reinforcing Steel Setter, Structure.....	\$ 16.29
0.00	
Roller Operator, Pneumatic, Self-Propelled.....	\$ 11.07
0.00	
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....	\$ 10.92
0.00	
Roller Operator, Steel Wheel, Plant Mix Pavement.....	\$ 11.28
0.00	
Scraper Operator.....	\$ 11.42
0.00	
Servicer.....	\$ 12.32
0.00	
Slip Form Machine Operator.....	\$ 12.33
0.00	

0.00	Spreader Box operator.....	\$ 10.92
0.00	Tractor operator, Crawler Type.	\$ 12.60
0.00	Tractor operator, Pneumatic....	\$ 12.91
0.00	Traveling Mixer Operator.....	\$ 12.03
0.00	Truck driver, lowboy-Float.....	\$ 14.93
0.00	Truck driver, Single Axle, Heavy.....	\$ 11.47
0.00	Truck driver, Single Axle, Light.....	\$ 10.91
0.00	Truck Driver, Tandem Axle, Semi-Trailer.....	\$ 11.75
0.00	Truck Driver, Transit-Mix.....	\$ 12.08
0.00	Wagon Drill, Boring Machine, Post Hole Driller Operator.....	\$ 14.00
0.00	Welder.....	\$ 13.57
0.00	Work Zone Barricade Servicer...	\$ 10.09

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

GENERAL DECISION: **TX20100058** 06/04/2010 TX58

Date: June 4, 2010

General Decision Number: **TX20100058** 06/04/2010

Superseded General Decision Number: TX20080058

State: Texas

Construction Type: Building

COUNTIES: DALLAS, ELLIS, KAUFMAN AND ROCKWALL COUNTIES IN TEXAS.

BUILDING CONSTRUCTION PROJECTS (DOES NOT INCLUDE SINGLE FAMILY HOMES AND APARTMENTS UP TO AND INCLUDING 4 STORIES). USE CURRENT HIGHWAY GENERAL WAGE DETERMINATION FOR PAVING AND UTILITIES INCIDENTAL TO BUILDING CONSTRUCTION)

Modification Number	Publication Date
0	03/12/2010
1	05/28/2010
2	06/04/2010

BRTX0001-006 05/01/2009

	Rates
Fringes	
BRICKLAYER.....	\$ 21.06
6.93	

CARP0429-001 05/01/2010

	Rates
Fringes	
CARPENTER.....	\$ 23.20
7.15	

* ELEC0020-003 06/01/2010

	Rates
Fringes	
Electricians:	
Cable Splicer.....	\$ 26.41
4.50+12.5%	
Electrician.....	\$ 24.25
4.50+12.5%	

ENGI0178-003 06/01/2009

	Rates
Fringes	
Cranes:	
Hydraulic Crane (35 ton & under).....	.\$ 23.70
9.35	
Hydraulic over 35 tons, Derricks, Overhead Gentry, Stiffleg, Tower, etc., and Cranes with	

Piledriving or Caisson attachements.....		\$ 24.70	
9.35			

IRON0263-002 06/01/2009			
			Rates
Fringes			
Ironworkers:			
Structural.....		\$ 21.60	
4.40			

PLAS0061-001 05/01/1993			
			Rates
Fringes			
PLASTERER.....		\$ 15.06	
2.94			

SFTX0669-001 01/01/2010			
			Rates
Fringes			
SPRINKLER FITTER (Fire Sprinklers).....		\$ 25.90	
15.35			

SUTX1989-005 11/01/1989			
			Rates
Fringes			
Acoustical Installer.....		\$ 12.16	
Brick Tender.....		\$ 8.60	
1.30			
CEMENT MASON/CONCRETE FINISHER...\$ 11.38			
DRYWALL HANGER.....		\$ 11.71	
FLOOR LAYER: Carpet (Soft) Floor.....		\$ 13.13	
GLAZIER.....		\$ 12.26	
1.10			
IRONWORKER, REINFORCING.....	\$ 10.33		2.94
Laborer, Unskilled (Excluding Landscape Laborers).....		\$ 7.58	
1.30			
LATHER.....		\$ 17.38	
1.04			
Mechanical Insulator.....		\$ 10.55	
1.00			
Painters:			

2.20	Brush & Spray.....	\$ 10.76
	Painters doing drywall finishing only.....	\$ 10.42
2.20	PAPERHANGER.....	\$ 11.30
	Plasterer tender.....	\$ 9.00
1.63	Plumbers and Pipefitters (Including HVAC Work).....	\$ 12.80
1.41	Power equipment operators: Backhoes.....	\$ 10.64
	Front End Loaders.....	\$ 8.77
1.04	ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 9.45
2.05	Sheet metal worker (Including HVAC Work).....	\$ 12.80
	TILE SETTER.....	\$ 13.75

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

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Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

GENERAL DECISION: **TX20100104** 03/12/2010 TX104

Date: March 12, 2010

General Decision Number: **TX20100104** 03/12/2010

Superseded General Decision Number: TX20080104

State: Texas

Construction Type: Heavy Tunnel

COUNTIES: BELL, BEXAR, BOWIE, BRAZORIA, BRAZOS, CAMERON, COLLIN, COMAL, CORYELL, DALLAS, DENTON, ECTOR, EL PASO, ELLIS, FORT BEND, GALVESTON, GRAYSON, GREGG, GUADALUPE, HARDIN,

Semi.....	\$ 7.25
1.05 Single Axle, Light.....	\$ 7.55
WELDER.....	\$ 11.58

LABORER CLASSIFICATIONS

SURFACE - Air Tool Operator (Surface Only), Batch Plant Laborer, Changehouseman, Dumpman (Outside, Tool Man).

TUNNEL - Air Tool Operator (Tunnel Only), Bull Gang (Muckers/Trackmen), Cabletender, Concrete Crew (Rodders/Spreaders), Concrete Finisher in Tunnel, Concrete Screed Man, Conveyor Operator, Headerman, High Pressure Nozzleman, Hoist Operator, Jumbo Man, Loading/Unloading Agitator Cars, Nipper, Nozzleman-Slice Line, Pot Tender, Primer Man, Reboundman, Shaft/Raise Work (Below Ground), Shotcrete Man, Slusher Operator, Steel Form Raisers/Setters, (metal forms only) Swamper (Brakeman/Switchman), Timberman, Troweling/Grout Machine Operator, Tugger, Vibratorman, Jack Hammer, Pneumatic Tools (Except Driller), Vibratorman, Pavement Breakers.

MINER - Drill Doctor, Bit Sharpener, Bit Grinder, Rebar (Tunnel Only), Jack Leg Miner, Shaft Drill Operator

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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END OF GENERAL DECISION