

SECTION NO. 11

SPECIAL PROVISIONS – GENERAL ADMINISTRATION SPECIFICATIONS

NUMERICAL LISTING

Section No.

11-01	PURPOSE OF SPECIAL PROVISIONS
11-01A	CONTRACT TERM <i>Note to staff – this is for Street Maintenance project only. Delete for CIP projects</i>
11-02	SCOPE OF WORK
11-03	MINORITY / WOMEN BUSINESS ENTERPRISE (MWBE) CONTRACT SPECIFIC GOAL <i>Note to staff – Delete if no goal</i>
11-03	MINORITY / WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM
11-04	MINORITY / WOMEN BUSINESS ENTERPRISE (MWBE) POST AWARD COMPLIANCE
11-05	PREVAILING WAGE RATES
11-06	BONDS, INSURANCE, & AFFIDAVITS
11-07	INDEMNIFICATION
11-08	RIGHT TO AUDIT
11-09	SALES TAX EXEMPTION
11-10	CONTRACTOR PERSONNEL
11-11	MOBILIZATION AND BONDS
11-12	SUBMITTALS
11-13	CONSTRUCTION MEETING
11-14	PUBLIC MEETING
11-15	TIME FOR COMPLETION & LIQUIDATED DAMAGES
11-16	BONUS
11-17	COMPUTATION OF CONTRACT TIME FOR COMPLETION & DELAYS
11-18	CONSTRUCTION CONTINGENCY ALLOWANCE
11-19	MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES
11-20	DEFECTIVE MATERIALS, EQUIPMENT, OR IN-PLACE CONSTRUCTION
11-21	QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)
11-22	SAFETY DATA SHEET
11-23	SATURDAY OR CITY HOLIDAY INSPECTIONS
11-24	WORK PERFORMED WITHOUT BENEFIT OF INSPECTIONS
11-25	MONTHLY ESTIMATE
11-26	OWNER NOTIFICATION

11-27	SIGNS FOR BUSINESSES
11-28	PROJECT SIGNS
11-29	QUANTITIES
11-30	CONTRACTOR SELF-PERFORMANCE

SECTION NO. 11

SPECIAL PROVISIONS – GENERAL ADMINISTRATION SPECIFICATIONS

11-01 PURPOSE OF SPECIAL PROVISIONS:

- A. Paving and Drainage improvements shall be in accordance with the latest version of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION STANDARDS as issued by The North Central Texas Council of Governments (NCTCOG); Water and Sanitary Sewer improvements shall be in accordance with the latest version of the CITY OF ARLINGTON STANDARD SPECIFICATIONS FOR WATER & SANITARY SEWER CONSTRUCTION; hereinafter collectively referred to as “Standard Specifications”.
- B. All Special Provisions included in this contract document are for the purpose of adapting the Standard Specifications to the particular project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.
- C. The work shall conform to the requirements of the Special Provisions and the details as shown on the drawings. These contract documents are intended to be complementary. The intent of the contract documents, including the Standard Specifications, Special Provisions, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor. Requirements of any of the contract documents are as binding as if called for by all. Any provision of the agreement vesting in the City or the engineer the right of inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained and described, and no such provision shall be interpreted as vesting the City or engineer the right to control the details of work.
- D. In the event of conflict between documents, Special Provisions shall take priority over drawings, and drawings shall govern over Standard Specifications.
- E. References made to TxDOT Items in this contract shall mean items in the latest version of the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges as published by the Texas Department of Transportation. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.
- F. References made to “City” shall mean the City of Arlington.

11-01A CONTRACT TERM:

- A. This contract shall be for a period of one (1) year or 365 calendar days beginning on the date specified in the Notice to Proceed. City and Contractor may, upon mutual written consent, extend the contract for four (4) additional one-year periods after the initial term. Contractor shall present a written request no later than ninety (90) days prior to the

expiration of the contract indicating interest in extending the contract for an additional term. Contractor may request a price increase in the written request at a rate not to exceed the effective percentage change in the consumer price index (CPI-U) for the previous twelve (12) months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. The City will accept price reductions at any time during the contract period.

- B. If agreement cannot be reached or if the City does not desire to extend the contract for an additional term, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract.

11-02 SCOPE OF WORK:

- A. This is a requirements contract. While locations have been included for the work anticipated, the City has the authority to add, reduce, cancel and/or postpone work at any time. Changes may be made based upon need, prevailing weather conditions and available funding. Quantities included in the PROPOSAL reflect the estimate of the City for the contract period; the City is under no obligation to pay for quantities beyond those actually performed and/or installed, therefore, the award of the contract does not guarantee any minimum quantity of work. City reserves the right to rearrange the schedule at any time, while being sensitive to the mobilization cost associated with such changes. Contractor is required to have a work crew dedicated to this project to keep work progressing at all times.
- B. The PROPOSAL is divided into two sections. The first section is listed as "Bond Funded Items". No proposed locations are provided for this section of the work. These pay items will be used to address requests received during the contract term and details will be provided to Contractor by the Inspector. The second section of the PROPOSAL is listed as "Sales Tax Items". Tentative locations have been included at the end of this section for locations anticipated for this portion of the work. However, as noted above, changes may be made to the locations.
- C. The Contractor shall provide, at his/her own expense, all construction staking required to perform the work, including critical sections of curb and gutter as directed by the City. The areas requiring staking will be communicated to the Contractor by the Inspector. All staking shall be subjected to inspection by the City. While the City shall have the right to inspect, it shall have no duty to inspect. The Contractor will be responsible for any discrepancies from the plan alignment and/or grade. Calendar days will not be adjusted due to the lack of available crews or due to the negligence of the Contractor or vandalism that causes the replacement of stakes.
- D. The contractor shall perform an elevation survey of all street segments in the contract and establish removal and replacement limits to ensure ponding water will not exist after construction. Contractor shall provide cut sheets clearly showing concrete removal limits to the City for review and approval prior to starting construction. Survey shall include enough information to evaluate drainage of the street and adjacent properties. The City

Note to staff – All sections in blue text are applicable to street maintenance project only – delete entire blue text sections for CIP projects

will make the final determination as to the limits of the concrete replacement. Payment to complete this work and survey will be considered subsidiary to various bid items.

- A. The work governed by these specifications is located in the City of Arlington, Texas and consists of _____, City of Arlington Project No. _____, including all necessary appurtenances.
- B. The Contractor shall provide, at his/her own expense, all construction staking required to perform the work as described in the plans and specifications. For City capital projects, control monuments may be verified by the City. The Contractor shall set excavation and fill stakes on or near the right-of-way, all stakes necessary for water or sewer relocation and storm drain placement, 4-foot off-set back of curb stakes for subgrade stabilization and paving, and intermediate grade stakes (i.e. blue topping, fill, or cut stakes) on the centerline. All staking shall be subjected to inspection by the City. While the City shall have the right to inspect, it shall have no duty to inspect. The Contractor will be responsible for any discrepancies from the plan alignment and/or grade. Calendar days will not be adjusted due to the lack of available crews or due to the negligence of the Contractor or vandalism that causes the replacement of stakes.
- C. Work shall be accomplished between the hours of 7 a.m. to 6 p.m. (Central Standard Time) and 7 a.m. to 8 p.m. (Central Daylight Savings Time), Monday through Friday unless otherwise approved by the City. For Saturday and holiday inspections, see Section 11-22.
- D. Contractor is responsible to stay informed of all events involving the AT&T (Cowboys) Stadium, Globe Life Field (Texas Rangers) and any other major events at other venues in the Entertainment District. Contractor shall not work in the Entertainment District unless approved by the City's Traffic Engineering division. Upon approval to proceed with construction, the Contractor must complete work and remove all traffic control devices two (2) days prior to the next event, or as directed by the City. It will be the responsibility of the Prime Contractor to see that Subcontractor(s) is in compliance with requirement.
- E. The Contractor agrees to comply with the provisions of 24 C.F.R. Part 24 prohibiting the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status. The City will not reimburse any contractor and/or subcontractor to any firm which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Prior to CITY issuing the Notice to Proceed and Contractor awarding any subcontracts, Contractor shall submit to City all business and owner names, addresses, federal identification numbers and/or social security numbers for all subcontractors performing work on the Project. The CITY will check the System for Award Management (SAM) for compliance prior to the commencement of work.
- F. Prior to commencing construction, the Contractor shall meet with the City to review Federal Labor Standards Provisions and Davis Bacon requirements.

*Note to staff
- All sections in green are applicable only to CDBG funded projects only - delete entire all green if not applicable*

- G. Since this project involves Federal grant funds, Contractor and all subcontractors will be required to submit a Unique Entity ID Number to the City. Contractor will be required to submit his/her UEI number to City prior to contract award. The contract will not be awarded if Contractor does not or cannot obtain a UEI number. It will be the responsibility of the Contractor to ensure that all subs have a UEI number to submit to the City. Subcontractors' UEI number will be required at time of prequalification verification of the subs.

To Obtain Your UEI Number, call the dedicated toll-free UEI Number request line for Federal grant and cooperative agreement applicants or prospective grant applicants at 1-866-606-8220.

- The process to request number takes about 5-10 minutes.
- A DUNS number will be assigned at the conclusion of the call.
- You will need to provide the following information:
 - i. Legal Name
 - ii. Headquarters name and address for your organization
 - iii. Doing business as (DBA) or other name by which your organization is commonly known or recognized
 - iv. Physical Address, City, State and Zip Code
 - v. Mailing Address(is separate from Headquarters and/or physical address)
 - vi. Telephone Number
 - vii. Contact Name and Title
 - viii. Number of Employees at your physical location

Additional information is available at [SAM.gov | Home](https://sam.gov) or [Unique Entity Identifier Update | GSA](#)

11-03 MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) CONTRACT

SPECIFIC GOAL: The City's Minority/Woman Business Enterprise (MWBE) utilization goal, for this project is ___ %.

The contractor's MWBE commitment percentage is based on the total value of the contract including any change orders and modifications throughout the contract agreement. *Note to staff – this section is deleted if no contract specific goal is established.*

11-03 MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM:

Since 2013, the City of Arlington implemented a MWBE good-faith policy that small & minority/woman-owned businesses are included in the City's procurement process for all basic goods and services, construction, and professional services. The City will ensure that small and MWBE companies are provided an equal opportunity to compete for all City procurements. As a City Council initiative, all Contractors are encouraged to utilize certified MWBE companies and/or persons for a minimum of 30% of the total project cost. All bids will be reviewed to see whether said contractor(s) has meet the spirit of the city's efforts for MWBE inclusion. All prospective bidders must submit a MWBE Utilization Plan (see attached), with their bid, identifying all subcontractors on the project and detail the dollar commitment of the Contractor, including MWBE participation.

Following the formal notice to proceed, Contractor will be required to submit a *Monthly Payment Breakdown* form with the Contractor's submission of payment requests with each monthly estimate in accordance with Section 11-25. The information reflected on this report will be used to constantly monitor payments made to MWBE as well as non-MWBE subconsultants in relation to the percentage of work performed. Failure to include a required Monthly Payment Breakdown form with the monthly estimate will result in the monthly estimate being returned to the Contractor. *Note to staff – this section is deleted if contract specific goal is established.*

11-04 MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) POST AWARD COMPLIANCE:

- A. The Contractor shall report all subcontractor payment activity with the Contractor's monthly estimate in accordance to Section 11-25. If change orders, amendments or any contract modification are issued by the City, the Contractor has a contractual commitment to meet and/or exceed their MWBE utilization goal. Contractor is obligated to immediately notify the City, in writing, of any agreed increase or decrease in the scope of work that will impact the MWBE participation in the contract. *Note to staff – this section is deleted if no contract specific goal is established.*

- B. The Contractor cannot terminate, substitute, or change the terms of the MWBE Utilization Plan prior to or after Contract award without prior written consent from the City. If the Contractor is unable to meet its MWBE commitment with certified MWBE companies, the Contractor shall satisfy its commitment, as it relates to the scope of work changes, modifications, and/or amendments by soliciting new certified MWBE companies. Contractor shall submit a Request for Approval of Change to MWBE Utilization Plan for review and written approval from the City. *Note to staff – this section is deleted if no contract specific goal is established.*

If the City observes any MWBE subcontractor other than those listed on the MWBE Utilization Plan are performing work or providing materials and/or equipment for those MWBE Subcontractors listed on the MWBE Utilization Plan, the Contractor will be notified in writing that an apparent violation is taking place and payments may be withheld in addition to any other sanctions included in the MWBE Policy and Procedures Manual. The Contractor will be given an opportunity to meet with the City prior to a finding of noncompliance. *Note to staff – this section is deleted if no contract specific goal is established.*

- C. Contractor shall pay its subcontractors no later than the 5th business day after the date the prime contractor receives payment from the City. The prime contractor also agrees to promptly request the release of any retainage withheld from subcontractors within five (5) business days after the subcontractor's work is satisfactorily completed and receives partial acceptance, substantial completion or final completion/final acceptance as defined in the General Provisions of the contract. Furthermore, the prime contractor agrees to pay the subcontractor its retainage within five (5) business days after the date the prime contractor receives the subcontractor's retainage payment from the City.

A finding of non-payment shall be a material breach of this contract. The City may withhold progress payments until the Contractor demonstrates timely payment due all subcontractors. The City also reserves the right to exercise other breach of contract remedies.

- D. During the performance of this Contract, the Contractor or Subcontractor agrees that it will not discriminate on the basis of on race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, gender, disability, or place of birth in the award. Failure by the Contractor to ensure non-discrimination is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the City deems appropriate. The Contractor must insert the substance of this clause in all Subcontracts and purchase orders.

- E. The failure by the Contractor to carry out the requirements of the Program is a material breach of the Contract and may result in the termination of the Contract or such other remedies as the City deems appropriate. Violation of MWBE Policies and Procedures, or Contractual obligations, may result in any one or more of the following sanctions:
 - 1. Administrative Warning: Issued for first-time violations or minor violations.
 - 2. Withholding of funds payable under the Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage.
 - 3. Temporarily suspending, at no cost to the City, Contractor's performance under the Contract.
 - 4. Termination of the Contract.
 - 5. Suspension/debarment of a Contractor for a period of time from participating in any solicitations issued by the City.

11-05 PREVAILING WAGE RATES:

- A. The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 2 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half (1½) times the basic hourly rate set forth in Section 2. The City will require Contractor to execute an affidavit affirming that all wages are in strict compliance with the established prevailing wages rates as described in the contract documents and all wages have been or will be paid accordingly. The City reserves the right to conduct interviews with the Contractor's employees to ensure compliance with Section 2 of the contract documents in accordance with applicable State and Federal Laws.

- B. Upon written request by the City, the general Contractor shall be responsible for submitting payroll information to the City for all employees performing work on the project, whether employed by the general Contractor or a subcontractor to the general Contractor. Each submittal shall be certified by the general Contractor as to completeness and accuracy.

- C. A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or

portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.

- D. The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

11-05 PREVAILING WAGE RATES:

Note to staff – use green Prevailing Wage Rates for CDBG funded projects

- A. The Contractor shall comply with Davis-Bacon Act (DBA), in performing this project. In accordance with DBA, the prevailing wage rates as set forth in the Department of Labor Prevailing Wages and Federal Labor Standards Provisions Applicability section of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half (1½) times the basic hourly rate set forth in the aforementioned section. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. In addition, prior to the start of construction on the project, the Contractor will meet with City Staff to review DBA requirements. The City reserves the right to conduct interviews with the Contractor's and subcontractor's employees to ensure compliance with DBA.
- B. The general Contractor shall be responsible for submitting payroll information to the City of Arlington for all employees performing work on the project, whether employed by the general Contractor or a subcontractor to the general Contractor. Each submittal shall be certified by the general Contractor as to completeness and accuracy. (Rev. 4/2019)
- C. A Contractor or subcontractor in violation of DBA is liable for a penalty. That Contractor or subcontractor shall pay restitution to employees who are paid less than the prevailing wage rate for their classification for work done under the contract. In addition, the Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.
- D. The Contractor or subcontractor violating a requirement of DBA may be determined ineligible to bid on or receive any additional work on federally-funded projects. In addition, the Contractor or subcontractor may be determined ineligible to bid on or receive additional work during the calendar year following the year in which the violation of this Special Provision occurred.

11-06 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Arlington as a condition of the contract, together with appropriate powers of attorney.
 - 1. Performance, Payment, And Maintenance Bonds: Performance, payment and maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon

payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City. The period of the Maintenance Bond shall be two (2) years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Provisions.

2. Performance Bonds And Payment Bonds In Excess Of \$100,000: In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.
3. Insurance: Contractor shall, at his/her own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he/she has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis. The policy limits stated below are at a minimum.

Note to staff - Coverage limits (highlighted amount) needs to be adjusted if the estimated cost of project exceeds coverage limits. Amount to increase will be determined by Risk Mgmt.

Liability Insurance

Commercial General Liability \$1,000,000 Per Occurrence/
\$2,000,000 Aggregate
(No standard coverages are to be excluded by endorsement. XCU and contractual liability are not to be excluded)

Note to Staff - Add Pollution Liability or Technology Liability if applicable

Automobile Liability Insurance

Commercial Auto Liability Policy \$ 1,000,000 Combined Single Limit
(Any Auto, including hired, and non-owned autos)

Umbrella Liability

(Following Form and Drop Down Provisions Included) \$2,000,000 Each Occurrence

Note to staff - Delete PL coverage if there's no Sewer improvements with project

Workers' Compensation Insurance

Workers' Compensation Statutory Limit

Employer's Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Disease - Each Employee
	\$1,000,000 Disease – Policy Limit

Professional Liability – required for Contractor or subcontractor performing CCTV services and report

Or Errors & Omissions coverage	\$1,000,000 per claim	
	\$2,000,000 Aggregate	(Rev. 1/2020)

B. It is agreed by all parties to this contract that the insurance policies required under this contract shall be endorsed to provide:

1. The City, its officials, employees and volunteers shall be named as an additional insured on the Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement to cover premises/operations and products/completed operations, including materials, equipment or supplies provided by the City. (Rev. 9/2019)
2. The General Liability policy shall be endorsed as primary and non-contributory with other insurance carried by the City, and aggregate policy limits shall apply “per project”;
3. Provide for thirty (30) days notice of cancellation to the City, ten (10) days notice of cancellation is acceptable for nonpayment of premium;
4. Be written through companies duly authorized to transact that class of insurance in the State of Texas with an A.M. Best rating of A:VII or better; and,
5. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Arlington, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
6. Provide one copy of a Certificate of Insurance on an Acord form or other State-approved form evidencing the required coverages to:

Note to Staff – delete accordingly.

Department of Public Works, MS01-0220
 Attention: Amy Powell, Engineering Coordinator
 Arlington Water Utilities Department, MS01-0200
 Attention: Ashley Brown, Capital Projects Coordinator
 City of Arlington
 P.O. Box 90231
 Arlington, TX 76004-3231

C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City or the City's property might be responsible or encumbered (less amounts withheld by City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City. If a subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City of Arlington against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

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, or 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 governmental entity.

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 governmental entity 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 governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the 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 two (2) year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
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 (1) year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, 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 governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
- E. It is understood and acknowledged by both parties that the minimum amounts for insurance, as provided for herein may be adjusted from time to time due to changing conditions to cover City's needs as determined by its Risk Manager.

- F. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

11-07 INDEMNIFICATION: Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless the City of Arlington and all of its officials, officers, agents, employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of property occasioned by error, omission, or negligent act of Contractor, his or her officers, agents, employees, subcontractors, invitees or any other persons, arising out of or in connection with the performance of this contract, and Contractor will at his or her own cost and expense defend and protect City of Arlington from any and all such claims and demands. Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Arlington and all its officials, officers, agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes or action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Arlington, his or her officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Arlington from the consequences of City of Arlington's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts or other employee benefit acts.

11-08 RIGHT TO AUDIT:

- A. Contractor agrees that City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this contract. Contractor agrees that City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Contractor reasonable advance notice of intended audits.
- B. Contractor further agrees to include in subcontract(s), if any, a provision that any

subcontractor agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph.

11-09 SALES TAX EXEMPTION: The Contractor is responsible for understanding Texas law regarding tax exemption for City projects and bidding accordingly. The latest information can be obtained from the State Comptroller's Office and/or other appropriate entities.

11-10 CONTRACTOR PERSONNEL:

- A. The Prime Contractor shall provide phone number(s) of superintendent(s) available twenty-four (24) hours a day to handle any emergencies that may occur. (Rev. 3/2019)
- B. The Prime Contractor shall provide a superintendent authorized to receive and fulfill instructions from the Inspector at all times on the job site. Superintendent must: (Rev. 3/2019)
1. Serve as the Contractor's primary point of contact.
 2. Be a permanent staff employee.
 3. Be knowledgeable of the specifications herein and common construction practices.
 4. Be responsible for the performance of the crew(s).
 5. Be responsible for the day to day operations in accordance to the service requirements throughout the term of the contract.
 6. Make decisions and receive, follow, give, and understand written and verbal instructions in English, and inspect the work site with City upon request.
 7. Provide copy of the monthly pay estimate/quantity to the Inspector on the spreadsheet provided by the City.
 8. Upload MWBE Reporting to the City's Diversity Management System (B2Gnow).
- C. The City recognizes that events beyond the control of the Contractor (such as death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the on-site supervisor) will require the Contractor to propose a replacement. In the event that such replacement is necessary, the Contractor agrees that no personnel shall begin work on the project without written approval from the City.
- D. The Contractor shall employ only competent, efficient workmen and shall not use any unfit person or one that is not skilled in the work assigned to him. The Contractor shall at all times maintain good order among his/her employees.

- E. Whenever the City informs the Contractor in writing that, in his/her opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from the project. The City may orally require immediate removal of an employee for cause, to be followed by written confirmation.

11-11 MOBILIZATION AND BONDS: A lump sum bid item in the amount designated in the PROPOSAL has been included for compensation for mobilization and bonds. This item is a one-time pay item per project and will not be paid per location unless otherwise stated in the PROPOSAL. Upon presentation of a paid invoice for the required bonds, the Contractor will be paid that amount from the amount stated in the PROPOSAL. However, a monthly pay estimate will not be processed solely for paying these items. Work on other pay items must be initiated prior to processing the first monthly pay estimate. The remaining amount of the lump sum will be paid when ten percent (10%) of the amount for the original construction items is earned.

11-12 SUBMITTALS:

- A. Contractor shall submit plans or product data to City for review and approval prior to the purchase or fabrication of any equipment or material for use on this project.
- B. Submittals shall include but not limited to the following:
- Streetlight Pole Assemblies, including Luminaires
 - Signal Pole Assemblies
 - Pedestrian Pole Assemblies
 - Concrete Design
 - Asphalt Design
 - Pipe Or Box Culvert Material
 - Any Pre-Cast Structures (If Approved)
 - Turf Reinforced Matting (TRM)
 - Water/Sanitary Sewer Products
 - Trench Safety
 - Concrete Formliners
 - Specialty Concrete/Brick Pavers
 - Modular Block Walls And Tie-Backs
 - Traffic Control Plans (1 hard copy)
 - SWPPP (2 hard copies)
 - Street Marker Blades
- C. Submittal shall include all appropriate catalog cut sheets, shop drawings, product specifications, and other product documentation as requested by the City. Shop drawings and other necessary data for all non-catalog or custom-made items, shall be sealed or certified accordingly. Unless otherwise noted, submittals should be in electronic format.
- D. In order to facilitate review, the Contractor shall clearly label each item of submittal data with the bid item number which it applies to. Each submittal shall contain sufficient information and details to permit full evaluation of the item and its interrelationship with

other items. Submittals that, in the judgment of the City, are insufficient to permit proper evaluation, will not be reviewed.

- E. Items that are "rejected" are judged to be basically unacceptable and the Contractor shall proceed immediately to identify new items or redesign said items and resubmit them for review.
- F. The Contractor shall allow a fourteen (14) business day review period for each package of submittal information. No time extensions will be granted to the Contractor as a result of re-occurring incomplete or unacceptable submittals or resubmittals.
- G. Review and acceptance of the submittal data by the City shall not relieve the Contractor of his/her obligation to furnish and install the work in accordance with the contract documents.

11-13 CONSTRUCTION MEETING: A pre-construction meeting will be held prior to the issuance of the Notice to Proceed. The purpose of this meeting is to cover all aspects of the project. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations. Weekly or bi-weekly project construction meetings may be held for this project. The City will schedule the time and location; and determine the frequency of these meetings. A representative of the Contractor, knowledgeable of the project, shall attend these construction meetings.

11-14 PUBLIC MEETING: Prior to start of construction, a public meeting will be held for this project. The purpose of the meeting will be to explain the project and answer questions to affected citizens and/or businesses. A representative of the Contractor, knowledgeable of the project, shall attend the public meeting. The representative will be introduced and will be called on as necessary to assist in answering questions.

(Rev 9/2019)

11-14 PUBLIC MEETING: Due to the current social distancing orders, a public in-person meeting will not be held. However, the City will be updating the public on the status of construction via virtual meetings, flyers, and social media. The contractor will assist the City with inquiries received from the public. *Note to Staff – use this while social distancing is in effect.*

11-15 TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 6 of this contract, will be the maximum number of **calendar** days allowed to substantially complete this project. Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed. Failure of the Contractor to complete the work within this time will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City **one thousand/five hundred dollars (\$1,000/\$500)** for each **calendar** day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City and Contractor that **one thousand/five hundred dollars (\$1,000/\$500)** is the minimum value of the costs and actual damage

Note to staff – change amount accordingly If project cost is: less than \$100K = \$240/day More than \$100K = \$500/day More than \$1M = \$1,000/day

caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

11-16 BONUS: Should the Contractor substantially complete the contract prior to the time specified in this contract, the Contractor will be awarded a bonus. Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed, including seeding and landscaping. That bonus shall be in the amount of five hundred dollars (**\$500**) for each **calendar** day remaining upon the completion of the contract. However in no case shall the Contractor's bonus exceed five hundred dollars (**\$500**) times half the **calendar** days set out in the bid documents for the project.

11-16 BONUS: N/A *{Note to Staff – this is applicable on AWU's project only. Delete the above 11-15}*

11-17 COMPUTATION OF CONTRACT TIME FOR COMPLETION & DELAYS:

- A. Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the progress of the work. Time will also be charged for Sundays and holidays.
- B. Prior to beginning construction operations, the Contractor shall submit to the City a critical path method (CPM) chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete the contract within the allotted time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time.
- C. Payment of partial monthly estimates will not be processed until the CPM chart progress schedule has been approved by the City.
- D. The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the City, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written request by the City, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the City will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be in compliance, he/she will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:

- 1st Month - Reduction = 30% X work performed (Month Only)
- 2nd Month - Reduction = 40% X work performed (Month Only)
- 3rd Month - Reduction = 50% X work performed (Month Only)

Subsequent Month - Reduction = 50% work performed (Month Only)

- E. The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., thirty percent (30%) payment reduction for the work performed during the first month, plus forty percent (40%) payment reduction for work performed during the second month, plus fifty percent (50%) payment reduction for work performed during the third month, and plus fifty percent (50%) payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.
- F. The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his/her construction methods accordingly. The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of the City or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he/she may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.
- G. Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be performed thereon without interruption or by any particular sequence or method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.
- H. Wherever in connection with this contract it is required, expressly or otherwise, that City shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City as to the time of such performance and the delay of City in fulfilling such requirement shall not result in liability of any kind on the part of City except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.
- I. If the contract requires unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days may be considered at the discretion of the City. However, the completion time can only be changed by the execution of a signed agreement. An extension of time will only be considered when a claim for such

extension is submitted to the City in writing by the Contractor within fourteen (14) calendar days from the time when any alleged cause of delay occurs.

11-18 CONSTRUCTION CONTINGENCY ALLOWANCE: A construction contingency allowance, in the amount designated in the PROPOSAL, is provided to allow for expeditious handling of unforeseen conditions that may arise during the course of the Project and may only be used with the concurrence of the City. Before contingency work is performed, the Contractor shall submit a proposed price for the work to the City and shall obtain written approval before proceeding with the additional work. Any balance of funds remaining in the construction contingency allowance at the close of the project belong to and shall remain with the City.

11-19 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES: Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

11-20 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the Inspector. Rejected materials, the defects of which have been subsequently corrected, shall be considered as new material.
- B. In-place construction not conforming to the requirements of these specifications will be removed and replaced/reworked at the Contractor's expense as deemed appropriate by the City. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the City and the cost of such tests will be the expense of the Contractor. Testing will be performed by testing company under contract with the City at the rates specified by that contract.

11-21 QUALITY ASSURANCE/QUALITY CONTROL (QA/QC):

- A. The City shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. Unless otherwise noted within these Special Provisions, the expense of testing shall be paid for by the City.
- B. If there are any failing tests, the Contractor shall be responsible for all cost of additional testing until compliant. The failure of the City to make any tests shall in no way relieve the Contractor of his/her responsibility to provide materials, equipment, and in-place construction which comply with project specifications.

- C. The Contractor shall provide such facilities as the City may require for collecting and forwarding samples and shall not, without specific written permission of the City, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City.
- D. All testing shall be coordinated through the Inspector. Results of tests shall be based on findings by the City’s contracted testing facility. The Contractor shall provide sufficient notice for any changes or issues that will affect the scheduled testing. If sufficient notice is not provided, the Contractor shall bear the cost of any cancellation charges by the testing firm. The Contractor shall also be responsible for any charges of stand-by time due to construction delays or material delivery. (Rev 1/2022)

11-22 SAFETY DATA SHEET: Contractor shall provide a copy of Safety Data Sheets (SDS), product specifications, Manufacturer’s warranty, and application instructions to City for approval prior to commencing work, if applicable. (Rev 9/2019)

11-23 AFTER-HOURS AND HOLIDAY INSPECTION:

- A. Any Contractor requiring the services of an Inspector outside of the City’s normal business hours will be charged a flat rate of \$75 per hour for inspection services. The minimum time for After-Hours inspection services is set at two (2) hours. (Rev 09/2023)
- B. The After-Hours Inspection Fee shall not apply to City directed work after-hours or emergencies. (Rev 09/2023)
- C. Contractors requesting inspection services outside of the City’s normal business hours during the work week will be required to submit a non-refundable fee of \$150 no later than two business days prior to the date the work will be performed. Contractors requesting inspection services for work performed on Saturdays will be required to submit a non-refundable fee of \$150 no later than 4:30 p.m. on the Thursday prior to the Saturday the work will be performed. Requests for inspection services not received prior to the applicable deadline will be denied, and the Contractor will not be permitted to work at the requested time. If the Contractor does not work, for any reason, including inclement weather, the \$150 fee will not be refunded. (Rev 09/2023)
- D. Contractors requesting after-hours inspection services must submit the non-refundable deposit via the Parks and Recreation Department’s website, www.Naturallyfun.org. Instructions on how to submit the non-refundable fee are available in the Engineering section of the Public Works’ website, www.arlingtontx.gov/city_hall/departments/public_works. No money shall be exchanged directly with City personnel. (Rev 09/2023)

E. Following the performance of inspection services, the Contractor will be invoiced for the actual number of inspection hours provided, in 15-minute increments, at \$75 per hour, minus the \$150 fee previously paid. Contractors working two (2) hours or less will not receive an invoice. Contractors working more than two (2) hours will receive an invoice for the time worked exceeding the two (2) hour minimum. Contractors will be required to pay any outstanding invoices and all other financial obligations associated with the project prior to receiving the retained funds at the termination of a project, and/or to receive a final project acceptance. (Rev 09/2023)

F. Construction Services management will determine the appropriate number of Inspectors necessary and which Inspector will be assigned to each After-Hours inspection request. (Rev 09/2023)

G. No work will be permitted on Sundays without prior approval from the Construction Services Manager. If approved to work on Sunday, the After-Hours Inspection Fee will apply. (Rev 09/2023)

H. The City of Arlington observes the following holidays:

- » New Year's Day – January 1
- » Martin Luther King Jr. Day – 3rd Monday in January
- » President's Day – 3rd Monday in February
- » Good Friday – Friday preceding Easter
- » Memorial Day – Last Monday in May
- » Juneteenth – June 19
- » Independence Day – July 4
- » Labor Day – 1st Monday in September
- » Thanksgiving – 4th Thursday and Friday in November
- » Christmas – December 24 and 25

No work will be permitted on holidays except in the most extreme circumstances. Contractors requesting holiday inspection must obtain approval from the Construction Services Manager to work on a holiday prior to submitting the non-refundable deposit. If approved to work on a holiday, the After-Hours Inspection Fee will apply. (Rev. 09/2023)

I. The After-Hours Inspection Fee is subject to an annual review and may be updated based upon the results of the review. Contractors will be notified in writing of any updates and agree to pay the fee amount in place at the time the inspection services are requested. (Rev 09/2023)

11-24 WORK PERFORMED WITHOUT BENEFIT OF INSPECTION:

- A. **Contractor shall provide the City 24 hours notice prior to any construction.** Any time work is being performed on bid items, work that supports bid items, or work that requires lane closures, an Inspector must be present. Work performed without the proper inspection will be consider unauthorized, and at the option of the Construction Services Manager may not be measured and paid for and may require removal at the Contractor’s expense.
- B. If the Contractor fails to satisfactorily repair, replace or remove the unauthorized work or materials immediately upon receipt of written notice, the City will have authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the Contractor.
- C. If there is ever any question as to what requires inspection, please check with the assigned Inspector, Inspector Supervisor, or Construction Services Manager

(Rev. 2/2023)

11-25 MONTHLY ESTIMATE:

- A. Monthly pay estimates will be processed at the beginning of each month for work per formed during the prior month. Monthly pay estimates shall be submitted no later than the 1st day of each month. Assuming there are no issues encountered during the standard process, payment will be processed within thirty (30) days from the end of the prior month.
- B. Where multiple locations are included in the contract, City may require measurements to be performed on a daily basis. The Contractor is required to be present whenever (monthly or final) quantities are measured by the Inspector. The Inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the measuring. If the Contractor chooses not to be present when quantities are measured by the Inspector, the Contractor agrees to accept the Inspector's measurements. Invoices shall be submitted for the actual work performed.
- C. Submittal of monthly pay estimate shall include:
 - » Spreadsheet of itemized request (form provided by City)
 - » SWPPP Report
 - » Monthly Payment Breakdown (form provided by the City)
 - » Invoices
 - » Tickets
 - » Other supporting documentation (where applicable or as required by the City)
- D. Submittal of monthly pay estimate to the City’s Diversity Management System (B2Gnow), including all payments to subcontractors on the Contract no later than 5 business days after City has agreed on quantities in monthly estimate.
- E. Failure to submit by the deadline or without the required documents will result in the pay estimate being processed in the following month.

(Rev. 9/2020)

11-26 OWNER NOTIFICATION:

- A. When work performed has the potential of disrupting businesses or homestead, including but not limited to water cutoff or driveway reconstruction, Contractor shall notify the business owners, occupants and residents in writing forty-eight (48) hours prior to commencing work. It is incumbent upon the Contractor to provide and place door hangers by the required time. Cost for producing the door hangers shall be subsidiary to various bid items.

- B. Door hangers shall be printed in color, in English & Spanish, on 65 pound, white card stock paper and be designed as indicated below. Any deviation will require prior approval from the City. The City will provide a full scaled colored pdf version of the doorhangers to the successful contractor for production.

(Rev 1/2019)

LIMITED STREET PARKING



Hello!

We are making progress on your street's project and need your help to finish it!

How does this construction affect me?

The City of Arlington is making improvements in your neighborhood. With that improvement comes construction. This construction may at times affect access in and around your street.

What do I need to do?

To help ensure that this project is completed in a timely fashion with minimal interruptions and to prevent damage to your personal vehicles, **please remove any vehicles, trailers, etc. that may interfere with the construction process and avoid parking on the street**, Monday through Friday from 7:00 a.m. to 5:00 p.m. on

Date	To Date
------	---------

Please remember to tell any guest visiting you about this parking limitation.

What happens if I am unable to move my vehicles?

If vehicles are not moved, the towing of vehicles will be at the owner's expense of at least \$200 (Article XIV, Section 14.04 Streets and Sidewalks).

Who can I talk to?

For any additional information or questions, please contact the following contractor or City staff member.

Contractor Name	
Contractor Phone Number	
City Inspector	
City Inspector Phone Number 817-459-6550	Date

We appreciate your cooperation and apologize for any inconvenience this may cause. The City of Arlington appreciates your help in moving this project forward!

LIMITED STREET PARKING



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City Inspector	
City Inspector Phone Number 817-459-6550	Date

We appreciate your cooperation and apologize for any inconvenience this may cause. The City of Arlington appreciates your help in moving this project forward!



ESTACIONAMIENTO LIMITADO EN LA CALLE

¡Hola!

Estamos progresando en el proyecto de su calle y necesitamos su ayuda para terminar.

¿Como me afecta la construcción?

La City of Arlington esta mejorando su barrio. Con el mejoramiento viene construcción. Esta construcción puede afectar el acceso de su calle y las calles alrededor.

¿Que necesito hacer?

Para garantizar que este proyecto se termine a tiempo con minimas interrupciones y para prevenir los daño a su vehículo, **por favor de mover sus vehículos, trailas, etc. que puede interferir con el proceso de construcción y evitar estacionar en el calle**, Lunes a Viernes de las 7:00 AM a 5:00PM

Fecha	Hasta Fecha
-------	-------------

Por favor recuerda informar a sus visitantes de el estacionamiento limitado.

¿Que pasa si no puedo mover mi vehiculo?

Si los vehiculos no se han movido, vehiculos estacionados seran remolcados y será la responsabilidad financiera de el dueño de los gastos con minimo de \$200 (Article XIV, Section 14.04 Streets and Sidewalks).

¿A quien puedo hablar?

Para información adicional o preguntas, por favor llama al siguiente contratista o personal de la ciudad.

Nombre de contratista	
Telefono de contratista	
Inspector de la ciudad	
Telefono de Inspector 817-459-6550	Fecha

Apreciamos su cooperación y nos disculpamos por la inconveniencia que esto puede causar. ¡La City of Arlington apreciamos su ayuda en el avance del proyecto!



ESTACIONAMIENTO LIMITADO EN LA CALLE

¡Hola!

Estamos progresando en el proyecto de su calle y necesitamos su ayuda para terminar.

¿Como me afecta la construcción?

La City of Arlington esta mejorando su barrio. Con el mejoramiento viene construcción. Esta construcción puede afectar el acceso de su calle y las calles alrededor.

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Para garantizar que este proyecto se termine a tiempo con minimas interrupciones y para prevenir los daño a su vehículo, **por favor de mover sus vehículos, trailas, etc. que puede interferir con el proceso de construcción y evitar estacionar en el calle**, Lunes a Viernes de las 7:00 AM a 5:00PM

Fecha	Hasta Fecha
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Para información adicional o preguntas, por favor llama al siguiente contratista o personal de la ciudad.

Nombre de contratista	
Telefono de contratista	
Inspector de la ciudad	
Telefono de Inspector 817-459-6550	Fecha

Apreciamos su cooperación y nos disculpamos por la inconveniencia que esto puede causar. ¡La City of Arlington apreciamos su ayuda en el avance del proyecto!

LIMITED DRIVEWAY ACCESS



Hello!

We are making progress on your street's project and need your help to finish it!

How does this construction affect me?

The City of Arlington is making improvements in your neighborhood. With that improvement comes construction, which may at times affect access in and around street.

What do I need to do?

To help ensure that this project is completed in a timely fashion with minimal interruptions and to prevent damage to your personal vehicles, **please remove any vehicles, trailers, etc. that may interfere with the construction process of your driveway and avoid parking on the street**, Monday through Friday from 7:00 a.m. to 5:00 p.m. on

Date	To Date

Your driveway will be closed during this time.

Please remember to tell any guest visiting you about this parking limitation.

What happens if I am unable to move my vehicles?

If vehicles are not moved, the towing of vehicles will be at the owner's expense of at least \$200 (Article XIV, Section 14.04 Streets and Sidewalks).

Who can I talk to?

For any additional information or questions, please contact the following contractor or City staff member.

Contractor Name	
Contractor Phone Number	
City Inspector	
City Inspector Phone Number 817-459-6550	Date

We appreciate your cooperation and apologize for any inconvenience this may cause. The City of Arlington appreciates your help in moving this project forward!

LIMITED DRIVEWAY ACCESS



Hello!

We are making progress on your street's project and need your help to finish it!

How does this construction affect me?

The City of Arlington is making improvements in your neighborhood. With that improvement comes construction, which may at times affect access in and around your street.

What do I need to do?

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ACCESO LIMITADO EN LA ENTRADA DE VEHÍCULO

¡Hola!

Estamos progresando en el proyecto de su calle y necesitamos su ayuda para terminar.

¿Como me afecta la construcción?

La City of Arlington esta mejorando su barrio. Con el mejoramiento viene construcción. Esta construcción puede afectar el acceso de su calle y las calles alrededor.

¿Que necesito hacer?

Para garantizar que este proyecto se termine a tiempo con minimas interrupciones y para prevenir daño a su vehículo, **por favor de mover sus vehículos, trailas, etc. que puede interferir con la construcción de su entrada de vehículo y evitar estacionar en el calle**, Lunes a Viernes de las 7:00 AM a 5:00PM

Fecha	Hasta Fecha

No tendra acceso a su entrada de vehículos durante este tiempo.

Por favor recuerda informar a sus visitantes de el estacionamiento limitado.

¿Que pasa si no puedo mover mi vehículo?

Si los vehículos no se han movido, vehiculos estacionados seran remolcados y será la responsabilidad financiera de el dueño de los gastos con minimo de \$200 (Article XIV, Section 14.04 Streets and Sidewalks).

¿A quien puedo hablar?

Para información adicional o preguntas, por favor llamar al siguiente contratista o personal de la ciudad.

Nombre de contratista	
Telefono de contratista	
Inspector de la ciudad	
Telefono de Inspector 817-459-6550	Fecha

Apreciamos su cooperación y nos disculpamos por la inconveniencia que esto puede causar. ¡La City of Arlington apreciamos su ayuda en el avance del proyecto!



ACCESO LIMITADO EN LA ENTRADA DE VEHÍCULO

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Inspector de la ciudad	
Telefono de Inspector 817-459-6550	Fecha

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UPCOMING WATER SHUTOFF



The City of Arlington is working to improve water services to your neighborhood and will be performing necessary utility work that requires turning off your water.

When will my water be turned off?

From	To
On	
Comments	

How can I get updates?

Go to www.arlingtontx.gov/wateroutages or sign up for email notifications by registering your account at www.arlingtontx.gov/wateronline.

Who can I talk to?

For any additional information or questions, please contact the following contractor or City staff member.

Contractor Name	
Contractor Phone Number	
City Inspector	Time
City Inspector Phone Number 817-459-6550	Date

We appreciate your cooperation and apologize for any inconvenience this may cause. This work is necessary for the enhancement of your neighborhood and the City of Arlington.

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City Inspector	Time
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APAGADO PROGRAMADO DE AGUA

La City of Arlington esta mejorando el servicio de agua en su barrio y estaremos haciendo las necesarias instalaciones que requiere apagar el servicio de agua.

¿Cuándo se apagará mi servicio de agua?

Desde	Hasta
En	
Comentarios	

¿Como recibo actualizaciones?

Se puede recibir actualizaciones en www.arlingtontx.gov/wateroutages o se puede registrarse en www.arlingtontx.gov/wateronline para recibir notificaciones por correo electronico.

¿A quien puedo hablar?

Para información adicional o preguntas, por favor llamar al siguiente contratista o personal de la ciudad.

Nombre de contratista	
Telefono de contratista	
Inspector de la ciudad	
Telefono de Inspector 817-459-6550	Fecha

Apreciamos su cooperación y nos disculpamos por la inconveniencia que esto puede causar. ¡La City of Arlington apreciamos su ayuda en el avance del proyecto!



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Desde	Hasta
En	
Comentarios	

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Para información adicional o preguntas, por favor llamar al siguiente contratista o personal de la ciudad.

Nombre de contratista	
Telefono de contratista	
Inspector de la ciudad	
Telefono de Inspector 817-459-6550	Fecha

Apreciamos su cooperación y nos disculpamos por la inconveniencia que esto puede causar. ¡La City of Arlington apreciamos su ayuda en el avance del proyecto!

11-27 SIGNS FOR BUSINESSES:

- A. Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the City. The signs shall be approved by the City prior to fabrication and installation.
- B. The sign shall include the business name, shall be at a minimum of 18-inches by 24-inches and have a minimum of 3-inches tall by 2-inches wide lettering. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses but shall not obstruct traffic visibility for vehicles exiting the driveway.
- C. It will be the Contractor’s responsibility to maintain the signs until such time as the City agrees they can be removed. A bid item has been included which shall cover all costs related to fabricating, installing, and maintaining the signs.

11-28 PROJECT SIGNS:

- A. Contractor shall provide and install a minimum of six (6) project signs. Fewer signs may be allowed upon approval by the City.
- B. Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the City prior to fabrication of signs.
- C. Signs shall be in accordance with the appropriate sign detail for the project. Construction shall be on ¾-inch weatherproof (marine), 4-foot x 8-foot plywood and the painting/graphics shall be accomplished with good quality paint which will not weather or fade during the life of the contract. A jpeg file of the graphics is available on the City’s web page, <http://www.arlingtontx.gov/details>. Color shall be similar in nature. Any deviation will require prior approval from the City. (Rev 4/2019)
- D. Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost of the plywood sign(s) shall be considered subsidiary to the unit prices bid on this project.

Note to staff – change number of signs based on size of project

11-29 QUANTITIES:

- A. Quantities provided in the plans are superseded by quantities included in this contract. Quantities shown on plan sheets are for guidance only. (Rev. 8/2021)

11-30 CONTRACTOR SELF-PERFORMANCE:

- A. The contractor shall use its own personnel and equipment to perform the primary work type identified in this contract. Primary work includes: (insert primary work type(s) here). Qualified subcontractors may be used to perform any other work types in this contract. (Rev. 8/2021)

END OF SECTION