

**GENERAL SPECIFICATIONS
TABLE OF CONTENTS**

GS.1 CONTROL OF WORK..... 2

GS.2 CONTRACT DRAWINGS AND SPECIFICATIONS 2

GS.3 BID SCHEDULE FORM..... 2

GS.4 AWARD OF CONTRACT 2

GS.5 PERMITS AND RIGHTS-OF-WAY..... 3

GS.6 PROSECUTION OF THE WORK..... 3

GS.7 SAFETY REQUIREMENTS 3

GS.8 WAGE RATE..... 3

GS.9 PARTIAL PAYMENTS/FINAL PAYMENT..... 4

GS.10 WORKERS’ COMPENSATION – INSURANCE COVERAGE..... 4

GS.11 CONSTRUCTION CONTINGENCY 6

GS.12 LIQUIDATED DAMAGES – TIME IS OF THE ESSENCE..... 6

GS.13 BLASTING..... 6

GS.14 INDEMNITY AND DISCLAIMER..... 6

GS.15 SEVERABILITY 7

GS.1 CONTROL OF WORK

Standard Specifications for Public Works Construction Item 105.1.1 ‘Priority of Contract Documents’ shall be deleted and replaced with the following:

In case of conflict between Contract documents, priority of interpretation shall be in the following order: signed agreement (or Contract), performance and payment bonds, proposal, special specifications (or conditions), general specifications, advertisement for bids (or invitation to bidders, or request for proposals), project (Plan or Contract) drawings, City of Richardson Standard Construction Details, the Standard Specifications for Public Works Construction – North Central Texas, other referenced specifications (including, but not limited, to the latest edition of the Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges and the Texas Manual on Uniform Traffic Control Devices). See also Item 105.1.2. Contract Drawings and Specifications, Item 105.1.5. Errors and Corrections in Drawings and Specifications, Item 104.3. Disputed Work and Claims for Additional Compensation, and Item 105.7. OWNER’S Representatives.

It shall be the responsibility of the CONTRACTOR to become familiar with the referenced specifications and details. In the event the CONTRACTOR discovers a discrepancy between specifications, the CONTRACTOR shall notify the OWNER, in writing, and request a clarification. When in conflict, the provisions of this contract shall prevail and shall be deemed controlling over the Standard Specifications for Public Works Construction and the Standard Specifications for Construction of Highways, Streets and Bridges.

Whenever, in these Specifications or on the Plans for the work, the terms or descriptions of various qualities relative to finish workmanship, or other qualities of similar kind cannot, because of their nature, be specifically and briefly described and are customarily described in general terms, the OWNER shall be the final judge as to whether or not the workmanship so described is being performed in accordance with the intent of the Plans and Specifications therefore, and the work shall be completed in accordance with his interpretation of the meaning of such words, terms or clauses.

GS.2 CONTRACT DRAWINGS AND SPECIFICATIONS

The CONTRACTOR in Standard Specifications for Public Works Construction-Item 105.1.3 shall be considered the CONTRACTOR that has executed this Contract with the Owner. For the purpose of bidding on the project, forms of proposal, contract, bonds and plans and specifications may be obtained at the office of the City Engineer, Richardson Civic Center/City Hall, 411 West Arapaho, Room 204, Richardson, Texas, **UPON TENDER OF A NON-REFUNDABLE FEE OF \$50.00**, or as otherwise stated in the advertisement to bidders. Maximum of two sets of plans per prospective bidder.

GS.3 BID SCHEDULE FORM

A computer generated form may be submitted in lieu of the enclosed bid schedule. The form must be 8-½” x 11” in size and must be attached to the signature page of the Contract Bid Schedule. This form will be made part of the proposal and contract documents. This option is for the convenience of the CONTRACTOR, and no wording in the form shall modify or amend the wording in the contract documents. The computer form shall present each item in the order and number shown in the City of Richardson Bid Schedule and shall include the following items:

- Item Number
- Quantity
- Unit of Measure
- Description
- Unit Price
- Extended Amount

The City of Richardson Bid Summary Sheet, including labor and materials breakdown, shall be filled out in its entirety.

GS.4 AWARD OF CONTRACT

Standard Specifications for Public Works Construction-Item 103.2 ‘Award of Contract’ shall be modified to include the following:

The Owner reserves the right to accept or reject any or all of the bid alternates, where applicable. The Contract will be awarded based upon the combination of base bid and alternates most advantageous to the Owner. The CONTRACTOR must provide bids for all alternates in order for the bid package to remain complete and be considered for award.

Prior to the awarding of any contract, the Owner may require the bidders to submit a completed City of Richardson Confidential Contractor Questionnaire. The Questionnaire includes, but is not limited to, references, safety record, work history, and a certified financial statement. Upon review of the completed questionnaire, the City of Richardson City Engineer will determine the CONTRACTOR'S eligibility for award of the Project. If the CONTRACTOR would like to review the submittal requirements stated in the City of Richardson Confidential Contractor Questionnaire, it is available upon request at the office of the City Engineer.

GS.5 PERMITS AND RIGHTS-OF-WAY

The Owner has provided rights-of-way or easements as shown on the plans for the purpose of construction without cost to the CONTRACTOR. The CONTRACTOR, at his expense, shall secure additional work or storage area desired by the CONTRACTOR and not provided for by the Owner. A copy of the agreement must be provided to the OWNER prior to construction. It shall be the responsibility of the CONTRACTOR, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the CONTRACTOR shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

GS.6 PROSECUTION OF THE WORK

Standard Specification Item 108.2, Paragraphs 2 and 3, are deleted and replaced with the following:

Work shall be done between the hours of 7:00 AM and 6:00 PM Monday through Friday, Saturday work, if approved, shall not commence until 9:00 AM. No work shall be done on nights, Saturdays, Sundays, or regular holidays, unless written permission is given by the Owner. The owner reserves the right to suspend the CONTRACTOR'S permission to work on nights, Saturdays, Sundays, or regular holidays at their discretion. No additional days will be added to the contract if the Owner chooses to suspend work on the days specified above. Requests for Saturday work must be submitted by 12:00 noon the previous Thursday.

Where the contract time is expressed as calendar days or a specific date, the concept of "working days" shall not be relevant to the Contract.

Any work done without proper inspection is subject to removal and replacement at the direction of the OWNER.

GS.7 SAFETY REQUIREMENTS

The CONTRACTOR has full responsibility for the safety of workers and for all damages to personal property caused by its operations. The CONTRACTOR is responsible for following all Federal, State, and Local Regulations and Guidelines with regards to worker and public safety. Unless otherwise indicated on the proposal, the necessary tools, equipment, procedures, etc. for following the appropriate regulations and guidelines will be considered subsidiary to other bid items.

GS.8 WAGE RATE

The CONTRACTOR shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Richardson has adopted a Prevailing Wage Rate Schedule, available to the CONTRACTOR by written request, which specifies the classes and wage rates to be paid to all persons. The CONTRACTOR shall pay not less than the minimum wage rates established thereby for each class, craft, or type of labor, workman, or mechanic employed in the execution of this Contract. Upon request by the Owner, CONTRACTOR shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

GS.9 PARTIAL PAYMENTS/FINAL PAYMENT

The next to last sentence in the second paragraph of Standard Specification Item 109.5.1 reading, "Payment shall be made by the owner about thirty (30) days after the receipt of the estimate from the Contractor," shall be deleted and replaced with the following:

The OWNER shall mail payment to the CONTRACTOR within fifteen (15) days after the monthly estimate has been reconciled and signed by the CONTRACTOR and OWNER for the amount which is owed, less required retainage and any outstanding debt due the OWNER from the CONTRACTOR

An updated construction schedule, showing completion by the contract time, on a form approved by the City, shall be submitted with the CONTRACTOR'S pay request. The revised schedule shall be dated and signed by the CONTRACTOR. If requesting payment for materials on hand, the CONTRACTOR must submit invoices, prior to payment, to the City. Failure to submit the required information may allow the Owner to withhold payment according to Standard Specifications for Public Works Construction Items 109.4 and 109.5.

Standard Specifications Item 109.5.4 "Final Payment" shall be modified to include the following requirement before final payment is made.

The CONTRACTOR shall provide to the OWNER a set of As-Built plans showing all changes, modifications, deletions and additions to the plans, which have occurred during the project.

GS.10 WORKERS' COMPENSATION – INSURANCE COVERAGE

A. 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 Section §406.096 of the Texas Labor Code) – includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform 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.

- B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- C. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The CONTRACTOR shall obtain from each person providing services on 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.
- F. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 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;
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing extension of coverage, prior 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 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 (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. The CONTRACTOR'S failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within the (10) days after receipt of notice of breach from the governmental entity.
- L. Notwithstanding any contrary provision contained in GS.10, a motor carrier (defined as an individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more vehicles that transport persons or cargo over a road or highway in Texas) required to register under Section 643.051 of the Texas Transportation Code shall protect its employees by obtaining worker's compensation insurance coverage as defined under the Texas Worker's Compensation Act (Subtitle A, Title 5, Labor Code) or accidental insurance coverage in an amount fixed by the Texas Department of Transportation from a reliable insurance company or companies authorized to write such policies in Texas approved by the Texas Department of Transportation.

GS.11 CONSTRUCTION CONTINGENCY

The construction contingency item shall be used at the discretion of the Owner to pay the CONTRACTOR for unforeseen items or additional quantities necessary to construct the project in accordance with the intent of the contract documents. No portion of the construction contingency shall be paid to the CONTRACTOR, nor shall any extra work be performed by the CONTRACTOR without authorization from the Owner. The Owner shall retain all construction contingency moneys not used during the construction of the project.

GS.12 LIQUIDATED DAMAGES – TIME IS OF THE ESSENCE

This project is to be completed in the contract time specified. The time of completion is of the essence of this contract. The North Central Texas Council of Governments Standard Specifications for Public Works Construction will be used to determine and apply liquidated damages. No claim shall be made by the contractor to the owner, and no damages, costs or extra compensation shall be allowed or paid by the owner to the contractor for any delay or hindrance from any cause in the progress of completion of the work for this contract. The contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for in Section 108.8 of the Standard Specifications for Public Works Construction or as otherwise provided in this contract. Should the contractor be delayed by an act of the owner or the owner's representatives or employees, or should the owner order a stoppage of the work for sufficient cause, an extension of time shall be granted by the owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

GS.13 BLASTING

Standard Specification Item 203.5.7.1.- 'Blasting' shall be deleted and replaced with the following:

The use of explosives will not be allowed

GS.14 INDEMNITY AND DISCLAIMER

OWNER SHALL NOT BE LIABLE OF RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, AND ITS EMPLOYEES, OR PROPERTY ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE OWNER'S OR OWNER'S AGENTS, REPRESENTATIVES, EMPLOYEES, ENGINEERS OR ARCHITECTS CONDUCT, NEGLIGENCE OR FAULT CONTRIBUTED TO SUCH INJURY, DEATH OR LOSS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT

OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

GS.15 SEVERABILITY

The provisions of this contract are herein declared to be severable; in any event that any term, provision, or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity of enforceability of the remaining terms, provisions and parts, and this contract shall be read as if the invalid, void or unenforceable portion had not been included herein.