



**SPECIFICATIONS
AND
FORMS OF CONTRACT AND BONDS
FOR
FIVE-MILE CREEK WASTEWATER
PIPE REPLACEMENT – GLENDALE PARK
CONTRACT NO. 21-124**



PLEASE NOTE

Sealed Bids clearly identified for “**FIVE-MILE CREEK WASTEWATER PIPE REPLACEMENT – GLENDALE PARK, CONTRACT NO. 21-124**”, as detailed on Dallas Water Utilities plans and as described in the Contract Specifications, shall be submitted as pdfs in Bonfire at: <https://dallascityhall.bonfirehub.com/login>, **before 1:00 p.m. on Friday, June 11, 2021**. Bid opening will be read ONLY online by the Purchasing Agent at **2:00 p.m. on Friday, June 11, 2021**. You may view this bid opening live by going to www.dallascityhall.com, click on watch city meetings online, and it will be live on DCN 95 live.

Due to the COVID-19 Pandemic, the office of Procurement Services is unable to accept paper copies of bids or proposals. Please submit all required bid documents (.pdf format), along with the Bid Proposal Spreadsheet (.xlsx format) until 1:00 p.m. on Friday, June 11, 2021 in Bonfire at: <https://dallascityhall.bonfirehub.com/login>. For any questions, please email procurementAds@dallascityhall.com.

Bid opening will be read ONLY online for this Bid due to COVID-19 precautions. You may view this bid opening live by going to www.dallascityhall.com, click on watch city meetings online, and it will be live on DCN 95 live at 2:00 p.m. on Friday, June 11, 2021. Bid opening will not be open for in-person viewing at this time.

**“FAILURE TO SIGN YOUR BID WILL RESULT IN A REJECTION OF YOUR
BID.**

**Bidder’s Acknowledgement of Prohibition on Contracts with Companies
Boycotting Israel**

Effective September 1, 2017, Bidder acknowledges, in accordance with Chapter 2270 of the Texas Government Code, that Bidder does not boycott Israel and will not boycott Israel during the term of any contract with the City of Dallas to provide goods and services to the City. Bidder further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between City and Bidder for goods and services.”

**“FAILURE TO SIGN YOUR BID WILL RESULT IN A REJECTION OF YOUR
BID.**

**Bidder’s Acknowledgement of Prohibition on Contracts with Foreign Terrorist
Organizations**

Effective September 1, 2017, Bidder acknowledges, in accordance with Chapter 2252 of the Texas Government Code, that (a) Bidder does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Bidder is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code. Bidder further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between City and Bidder for (1) professional or consulting services subject to the Professional Services Act - Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (5) for a purchase of supplies, materials or equipment.”

MINORITY/WOMEN OWNED BUSINESS PARTICIPATION

It is the goal of the City of Dallas that a certain percentage of work under each contract will be done by one or more M/WBEs. **Following are the City Council M/WBE goals without consideration for specific ethnic or gender adopted on September 23, 2020 (Resolution Number 20-1430):**

<u>Construction</u>	<u>A & E</u>	<u>Other Professional</u>	<u>Other Services</u>	<u>Goods</u>
32.00%	34.00%	38.00%	23.80%	32.00%

While minority business participation may vary from time to time and in accordance with the nature or procurement and the availability of minority enterprises in that line of work, the City of Dallas believes the goals to be realistically obtainable.

ATTENTION

All bidders must submit *With Their Bid* the following Forms Completed and signed

City of Dallas Pre-Bid/Proposal Cover Memo (BWI-FRM-622)
City of Dallas Pre-Bid/Proposal Form (BWI-FRM-623)
City of Dallas Ethic Workforce Report (BWI-FRM-627)

Any firm listed as M/WBE must be certified by one of the following Certification Agencies:

- 1) North Central Texas Regional Certification Agency (NCTRCA)
616 Six Flags Drive, Suite 128
Arlington, Texas 76011
817-640-0606
- 2) Dallas Fort Worth Minority Business Council
2710 N. Stemmons Freeway
Dallas, Texas 75207
214-630-0747
- 3) The Women's Business Council – Southwest
2201 N. Collins, Suite 158
Arlington, Texas 76011
214-299-0566

A list of Minority/Women Owned Business Enterprises or other information or assistance can be obtained from the Business and Workforce Inclusion (BWI) Division of the Office of Economic Development, City Hall, 6DN, 1500 Marilla Street, Dallas, Texas, 75201, Phone: (214) 670-5010.

WORK WITH OWN FORCES

Where a Contractor indicates lower M/WBE participation than the City of Dallas typically sees for similar projects and the Contractor is indicating there are limited subcontracting opportunities as a result of the Contractor performing the remaining work with their own forces as their normal business practice the following information may be deemed adequate documentation.

For each previous project

Name of Project
Location
Contracting Agency
Description of work performed

For each specific item of work (i.e. hauling, concrete pavement, pipe installation, etc.)

Work Force

Documentation showing name and job classifications.

Which individuals actually performed the work?

If individuals were classified other than what the work called for, why? (i.e. Pipefitter performing concrete finishing work.)

List of extra individuals hired to do this work (temporary, day laborers, etc.) Is the same work force to be used on this project?

Note: If additional personnel are required, an M/WBE subcontracting opportunity exists; this includes, but is not limited to, M/WBE temporary personnel agencies, subcontractors, and suppliers.

Equipment

List equipment required for that specific item of work. Did the Contractor own the equipment? Is it available for use on this job?

Note: If equipment was rented, is not available for this job or if additional equipment will be required, an M/WBE subcontracting opportunity exists. This includes, but is not limited to, equipment rental or purchase from M/WBE firms.

Verification:

The Contractor must provide written verification from a representative of the contracting agency with knowledge of the project verifying that the Contractor did perform the work stated with its own forces.

For each area where specific work was subcontracted on previous jobs but the intent is to use the Contractor's own forces for the proposed job:

Reason for change in practice

If workload, provide documentation to prove

If new responsibilities for crews; provide documentation on training or reclassification, etc.

Note: Documented previous poor performance on the part of a subcontractor is a legitimate reason not to use that particular subcontractor again but does not eliminate the need to contact other qualified M/WBE firms for that work item.

INDEX TO SPECIFICATIONS

ADVERTISEMENT FOR BIDS

PART A - INFORMATION TO BIDDERS

SECTION A

- A 1. Time and Place for Receiving Proposals
- A 2. Location and Description of Project
- A 3. Special Provisions
- A 4. Bid Items
- A 5. Minimum Wage Schedule
- A 6. Proposal Tabulation
- A 7. Time
- A 8. Specifications
- A 9. Addenda
- A 10. Business Inclusion and Development Policy
Minority/Women Business Enterprise Program
- A 11. Drug-Free Jobsite on City Construction Projects
- A 27. Cement Use on Public Projects
- A 28. Environmental Policy and Occupational Safety and Health Program

PART T - TECHNICAL SPECIFICATIONS

CONTRACT BONDS AND FORMS

ADVERTISEMENT FOR BIDS

Sealed Bids clearly identified for "**FIVE-MILE CREEK WASTEWATER PIPE REPLACEMENT – GLENDALE PARK, CONTRACT NO. 21-124**", as detailed on Dallas Water Utilities plans and as described in the Contract Specifications, shall be submitted as pdfs in Bonfire at: <https://dallascityhall.bonfirehub.com/login>, ***before 1:00 p.m. on Friday, June 11, 2021.*** Bid opening will be read ONLY online by the Purchasing Agent at ***2:00 p.m. on Friday, June 11, 2021.*** You may view this bid opening live by going to www.dallascityhall.com, click on watch city meetings online, and it will be live on DCN 95 live.

A PDF file version of Plans, Specifications and Bid Proposal Spreadsheet can be obtained using Internet Explorer at the following City of Dallas Bonfire website: <https://dallascityhall.bonfirehub.com/login>, Friday, May 14, 2021. Click on **CIZ-DWU -21 124**.

Bid opening will be read ONLY online for this Bid due to COVID-19 precautions. You may view this bid opening live by going to www.dallascityhall.com, click on watch city meetings online, and it will be live on DCN 95 live. Bid opening will not be open for in-person viewing at this time.

There will be an online Pre-Bid Conference held at **10:00 AM on Friday, June 04, 2021**. To receive a calendar invite to the meeting, please email DWUCapitalServices@dallascityhall.com. A calendar invite will be sent upon receipt of your request.

Cashier's check or acceptable Bidder's Bond, payable to the City of Dallas in an amount of not less than five percent of total Bid submitted must accompany Bid. City reserves the right to reject any or all Bids.

All Bidders will be required to comply with Chapter 15B, Equal Opportunity Contract Compliance, of the Dallas City Code. It is the goal of the City of Dallas that certain percentage of work under each Contract will be done by one or more M/WBEs. **Following are the City Council M/WBE goals without consideration for specific ethnic or gender adopted on September 23, 2020 (Resolution Number 20-1430):**

<u>Construction</u>	<u>A & E</u>	<u>Other Professional</u>	<u>Other Services</u>	<u>Goods</u>
32.00%	34.00%	38.00%	23.80%	32.00%

The successful Bidder will be required to furnish a Payment Bond and a Performance Bond, each in an amount equal to 100 percent of the Contract Price. Insurance shall be furnished according to Item 103.4 of the City of Dallas Addendum to North Central Texas Standard Specification for Public Works Construction, Latest Edition.

No Proposal may be withdrawn within a period of **150** days after the date fixed for opening Proposals.

PART "A"
INFORMATION TO BIDDERS

**SPECIFICATIONS
AND
FORMS OF CONTRACT AND BONDS
FOR
FIVE-MILE CREEK WASTEWATER
PIPE REPLACEMENT – GLENDALE PARK
CONTRACT NO. 21-124**

PART A - INFORMATION TO BIDDERS

A 1. TIME AND PLACE FOR RECEIVING PROPOSALS

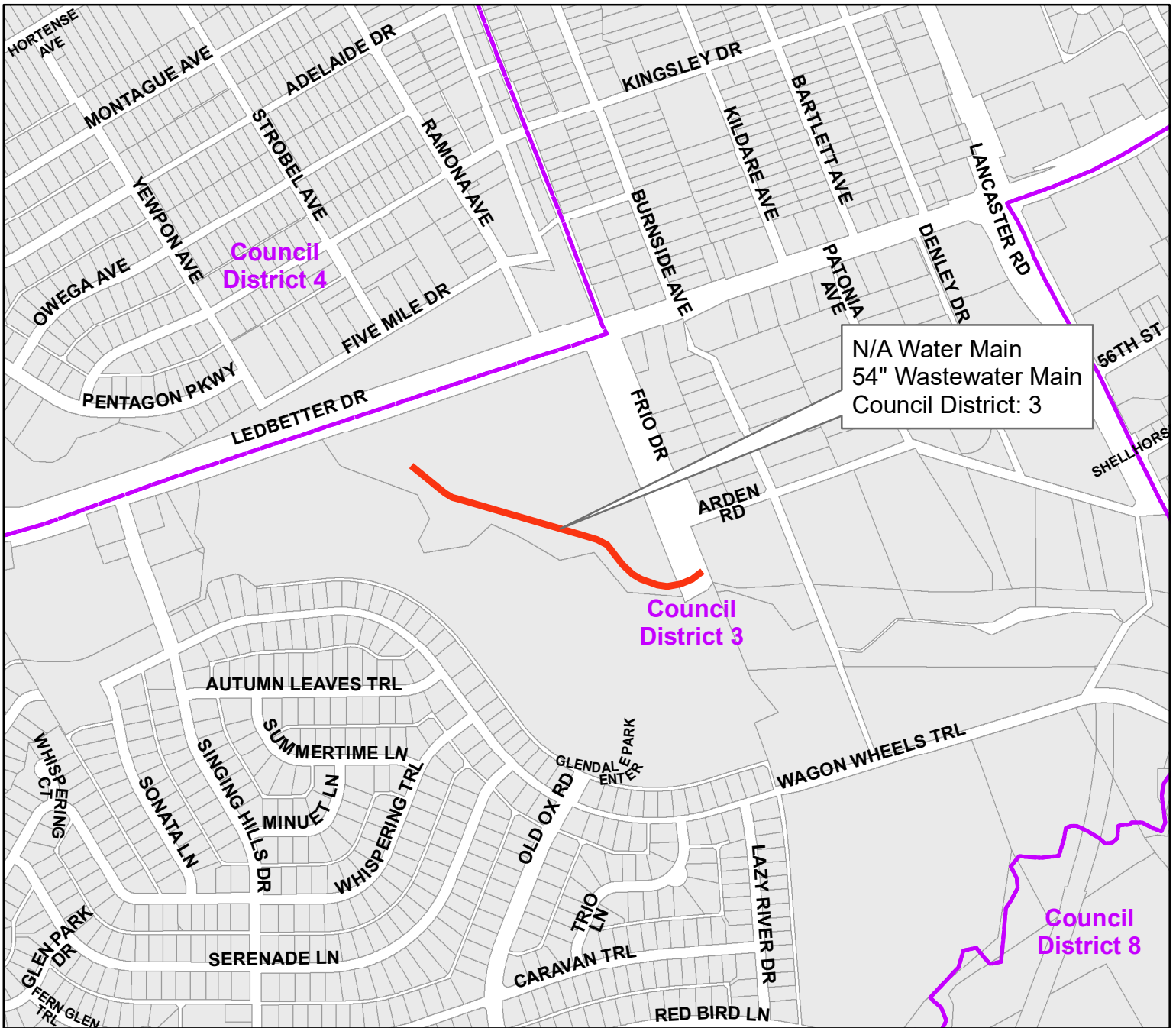
Due to the COVID-19 Pandemic, the office of Procurement Services is unable to accept paper copies of bids or proposals. Please submit all bids or proposal as pdfs in Bonfire at: <https://dallascityhall.bonfirehub.com/login>. For any questions, please email procurementAds@dallascityhall.com.

A 2. LOCATION AND DESCRIPTION OF PROJECT

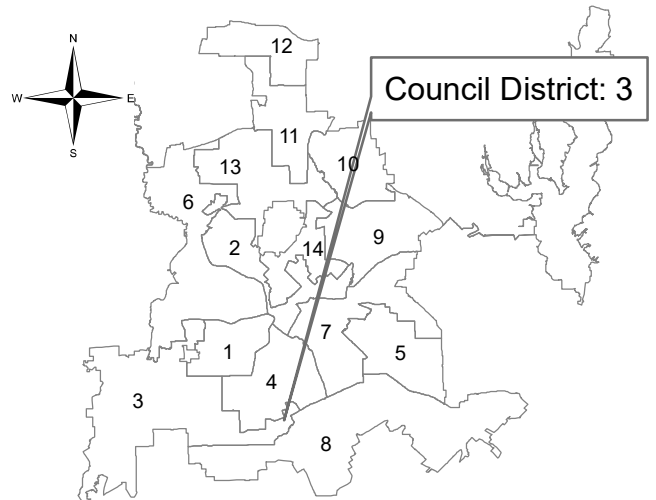
This project consists of approximately:

FIVE-MILE CREEK WASTEWATER PIPE REPLACEMENT – GLENDALE PARK DWU Contract No. 21-124						
Location	Limits	Pipe Sizes & Types				Q Sheet Numbers
		Existing		Proposed		
		Water	WW	Water	WW	
Glendale Park	East Ledbetter Drive to Frio Drive	N/A	54" Diameter RC	N/A	39.4" x 63" NC and 72" Diameter	411Q-1191

For details of locations and construction see the above referenced maps and the applicable Standard Drawings.



Easement between Ledbetter Drive and
Wagon Wheels Trail
From Frio Drive west



**Dallas Water Utilities
Contract No. 21-124
Water and Wastewater Main Installations
at 1 Locations**

A 3. SPECIAL PROVISIONS

S-1 INQUIRIES

All inquiries shall be directed to:

Joe Felipe

Dallas Water Utilities Department

2121 Main Street, Suite 300

Dallas, Texas 75201

Telephone: (214) 948-4238

FAX: (214) 243-1118

E-Mail: joselito.felipe@dallascityhall.com

Project related questions shall be submitted in writing no later than 4:00PM on Monday, June 07, 2021.

S-2 PRE-BID CONFERENCE

There will be an online Pre-Bid Conference held at **10:00 AM** on **Friday, June 04, 2021**. To receive a calendar invite to the meeting, please email DWUCapitalServices@dallascityhall.com. A calendar invite will be sent upon receipt of your request.

S-3 BIDDING RESTRICTIONS

No individual, partnership, corporation, holding company, or other business organization shall submit more than one Bid on this project. The submittal of multiple bids in the names of different Contractors by the same individual, partnership, corporation, holding company, or business is specifically prohibited.

S-4 BID PACKET SUBMITTAL

Contractors must provide an electronic copy of their Bid Proposal Spreadsheet in Excel (.xls, .xlsx) format with their Bid Packet submittal in Bonfire.

S-5 **QUANTITIES**

The quantities in all Unit Price bid items in the Proposal are approximate and may represent quantities in excess of those actually installed. Payment will be based on the actual quantities installed and paid in accordance with the applicable Specifications.

S-6 **MILESTONE/LIQUIDATED DAMAGES**

Bidder agrees that the work covered by the contract award will be completed in accordance with the following Milestones:

Milestone 1: Effective Start Date shall be no longer than 60 Calendar days after City Council award of this project. Liquidated Damages shall be \$ 500 Per Calendar Day.

Milestone 2: 1,000 linear feet of wastewater mains installed, backfilled, tested and temporary paving (if applicable) in place within 100 consecutive working days. Liquidated damages shall be \$500 Per Calendar Day.

Milestone 3: 2,000 linear feet of wastewater mains installed, backfilled, tested and temporary paving (if applicable) in place within 200 Consecutive Working Days. Liquidated damages shall be \$500 per calendar day.

Milestone 4: All wastewater work and site restoration completed within 270 Consecutive Working Days. Liquidated damages shall be \$500 per calendar day.

S-7 **PROJECT SIGN**

This Contract requires work at more than one geographical location. A Project Sign will be required at each location of work from the period when work has started at that location until all work is complete at that location. The signs will be provided to the Contractor **at no charge**, however, delivery to the project site is not included and the Contractor will be required to pick the sign up when notified at Dallas Lite and Barricade, 1607 Fort Worth Avenue, Dallas, Texas, 75208. The Contractor will also be required to erect the sign at the project site and also to deliver the signs upon completion of the project site for re-use. The Contractor will be required to notify the Project Manager two (2) weeks prior to the placement of the signs. **NO PAY ITEM.**

S-8 **NOTIFICATION OF CONSTRUCTION OPERATIONS**

The **Contractor** shall be responsible for all Construction Staking associated with the Water and Wastewater Facilities on this project. Costs for Construction Staking is covered under Bid Items 8011 and 8012. Staking shall be performed by qualified personnel. Typed Cut-Sheets must be submitted to DWU Pipeline Inspection, 2121 Main Street, #300, Dallas, Texas 75201 (Phone - 214-671-9530; Fax - 214-670-3018) no later than 3:00P.M. the day prior to scheduled start of construction. (See example in Part T - Technical Specifications).

The Contractor is responsible for maintaining all staked controls and hubs in the construction area at all times and any costs for re-staking or re-establishing controls required shall be borne by the Contractor.

Inspection of work associated with the water and wastewater facilities will be done by Dallas Water Utilities (DWU) and shall be requested through the appropriate DWU Construction Superintendent a minimum of ten (10) days prior to the scheduled start of construction for each location. Actual start date is dependent upon approval and issuance of the "Public Relations" letter from the Project manager.

S-9 **PROJECT PARTNERING**

The Contractor is to participate in ongoing "Project Partnering" along with the Design Engineer and the Owner as described in the DWU Standard Technical Specifications for Water and Wastewater Construction, Latest Edition. The Contractor shall hire a 3rd party facilitator and all associated costs shall be included in Bid Item No. 6800. The Contractor will be paid 60% of Bid Item No. 6800 in the first estimate following completion of the initial one day partnering workshop.

The remaining balance will be paid after all work is completed and all claims against the Contractor are settled. The initial partnering workshops as well as quarterly partnering sessions should accommodate up to fifteen (15) Dallas Water Utilities and/or design consultant personnel in addition to Contractor's and Subcontractor's personnel. The Project Partnering shall be conducted at the beginning of the Project in accordance with the format detailed in the DWU Standard Technical Specifications for Water and Wastewater Construction, Latest Edition.

This is a **Contingent Item** to be used and paid for only as directed by the Project Manager. Partnering shall be conducted at a location within the City Limits of Dallas.

S-10 **SUBMITTALS**

The Contractor is required to furnish written submittals. The following additional information is required with all pay applications.

MONTHLY ESTIMATE:

PAYMENT REQUEST COVER LETTER
DESCRIPTION OF PAY ITEMS/QUANTITY INFORMATION
UPDATED PROJECT SCHEDULE
SCHEDULE OF WORK AND ACTUAL PAYMENT FORM
CONTRACTOR/SUBCONTRACTOR CERTIFIED PAYROLL REPORT
NEIGHBORHOOD JOB OPPORTUNITIES
CERTIFICATE OF LIABILITY INSURANCE
VERIFICATION OF PAYMENT FOR INSPECTORS OVERTIME
AFFIDAVIT OF SUBCONTRACTOR/SUPPLIER PAYMENT
BREAKDOWN OF STORED MATERIALS (IF APPLICABLE)
M/WBE PROPOSED CHANGES

FINAL ESTIMATE:

CONTRACTOR AFFIDAVIT OF SUBCONTRACTOR/SUPPLIER
PAYMENT
POST CONSTRUCTION CONTRACTOR EVALUATION (with final
application)
RELEASE OF CLAIMS (if applicable with final application)
M/WBE SUBCONTRACTOR/SUPPLIER EVALUATION(S)
INSPECTOR'S OVERTIME FEE PAID
SUBCONTRACTOR EXPLANATION OF VARIANCE FROM PAYMENT
SCHEDULE
WARRANTY(S) ORIGINAL(S)
CONSENT OF SURETY TO FINAL PAYMENT
NEIGHBORHOOD JOB OPPORTUNITIES FORM
WEEKLY CERTIFIED PAYROLLS THROUGH COMPLETION OF WORK
SWORN STATEMENT OF ACCOUNTS
DISPOSITION OF EXISTING ASSETS FORM

S-11 **APPROVED MATERIALS BY TRADE NAME**

The Owner maintains a list of approved materials by trade name as shown in the DWU Standard Technical Specifications for Water and Wastewater Construction, Latest Edition or as included in these specifications. The latest version provided by either the DWU Standard Technical Specifications or these specifications shall govern. Contractor shall use materials specified on Approved Materials List unless otherwise specified in this contract.

S-12 **OFF- SITE CONSTRUCTION AREA**

The Contractor is not permitted to use any public right-of-way as a staging area, yard, office, storage, etc. Should the Contractor require the use of private property as a staging area, yard, office, storage, etc. then he will submit that location along with a copy of the agreement from the Property Owner/Owners to the Project Manager.

S-13 **STABILIZED MATERIAL**

Item **7041** may be used interchangeably for various applications during construction at the discretion of the Engineer. There shall be no renegotiation of bid prices for any of these items due to quantity underruns or overruns.

S-14 **WATER METER BOXES**

Install new plastic type Water Meter Boxes on all new and reconnected existing water services shown on the Drawings and specified herein. Water Meter Boxes shall conform to Dallas Water Utilities Approved Materials List. Install Water Meter Boxes according to DWU Standard Drawings for Water and Wastewater Construction, Latest Edition, pages 201 thru 206A. All locations specified in this Contract are considered "Traffic Bearing Areas".

S-15 **TEMPORARY WATER MAINS (NO SEPARATE PAY ITEM)**

Temporary water mains of new or acceptable used 2" galvanized iron water pipe or other pipe material acceptable to the Engineer shall be installed as specified by the plans or as required by the Construction Engineer.

Valves shall be furnished and installed by the Contractor on the temporary mains at locations designated by the Construction Engineer, so that the temporary main can be shut off independently. 3/4" blow-off copper will be installed at the end of the temporary mains. In the event that temperatures fall, the Contractor shall take steps to prevent temporary mains and services from freezing. If flushing is done, the run-off shall be directed such that street icing does not occur.

Cold mix asphalt shall be used to mound over the 2" temporary water main at all driveways and at locations where the temporary mains cross vehicular traffic areas. The cold mix asphalt shall be removed after the removal of the temporary water mains.

The temporary 2" water mains will be chlorinated after installation. Services shall not be transferred to the temporary mains until the water in the temporary mains has been checked and approved by the Engineer. There will be no additional compensation for delays in obtaining approval to transfer services.

The temporary water system shall be maintained and repaired at all times by the Contractor.

The Contractor shall furnish, place, and connect temporary water services from the temporary mains to a point beyond each meter box. The services will consist of a service clamp, corporation cock, sufficient length of copper pipe to reach beyond each meter box, copper to iron pipe union, street ell and bushing. The temporary water services shall be a minimum of 3/4."

S-16 **TRAFFIC RESTRICTIONS**

The following traffic restrictions shall be enforced during construction.

1. Two-way traffic shall be maintained on all streets at all times. Flagmen should be used to maintain two-way traffic.
2. The Contractor will be responsible for barricading all projects. All barricades, warning signs, and traffic control devices shall conform as a minimum to the standards in the City of Dallas Traffic Barricade Manual and TxDOT *Texas Manual on Uniform Traffic Control Devices 2006* (Texas MUTCD).
3. When closing side streets, four working days notification is required for Fire and Police Departments. Contact Traffic Safety Coordinators Beth Adams at (214) 670-5896 or Gary Hughes at (214) 670-5662.

S-17 **TRANSPORTATION/TRAFFIC CONTROL**

The Contractor shall provide a Traffic Control Plan to assure two way traffic and uninterrupted access to properties at all times.

S-18 **MANHOLE CORROSION PROTECTION**

All proposed Wastewater Manholes require Raven Coating 405 or approved equal as stipulated in the DWU Standard Technical Specifications for Water and Wastewater Construction, Latest Edition. No Separate Pay Item.

S-19 **POINT REPAIRS**

The Contractor is advised that point repairs may be required on private property. Point repairs on private property shall be hand excavated using small equipment to cause as little damage as may be necessary to accomplish the work. If fences must be removed to accomplish the work, the Contractor shall install temporary fencing of like size and construction until permanent fence replacement is accomplished.

S-20 **TEMPORARY PAVING**

Temporary Paving will be placed over the compacted, backfilled ditch in paved areas. The Temporary Paving shall consist of 6" minimum thickness flexible base and High Performance mix asphalt at the width and 2" minimum thickness as specified for payment in the bid items.

The Contractor may exceed these limits of measure for payment; however, all cost associated with this increase will be at the Contractor's expense. If the Contractor concludes the Temporary Pavement is not adequate in thickness or width for the conditions, this should be taken into account when preparing the bid.

Temporary surface shall be adequately compacted and sealed to prevent degradation of the repair during the temporary period. Any temporary surface shall be repaired or removed and replaced, as directed by the Engineer, at the Contractor's expense.

If an alternate route is required, the placement and removal of Flex Base and Asphalt Paving as approved by the Construction Engineer will be entirely at the Contractor's expense.

S-21 **POST CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR/
SUPPLIER EVALUATION**

The Contractor will be evaluated by the Owner. The completed form will be submitted for the Contractor's signature prior to final payment.

The Contractor shall evaluate each Subcontractor and Supplier. The evaluation(s) will be furnished to the Owner prior to payment of the final estimate.

Examples of the evaluation forms are available at 2121 Main Street, Suite 400, Dallas, Texas 75201.

S-22 **CONTRACTOR ENVIRONMENTAL PACKET**

Contractor shall read and understand 107.27 of the City of Dallas NCTCOG Addendum, Latest Edition, and provide a signed “*Environmental Record Affidavit*” prior to start of construction.

S-23 **DENSITIES**

Densities shall be taken at the amount of three (3) per one hundred (100) feet of open cut trench excavation, equally spaced.

The density tests are to be conducted by DWU’s approved soil density labs. The depths of the samples and the approximate locations are to be coordinated and approved by the DWU Pipeline Field Inspector.

All densities shall meet the requirements set forth in the pavement Cut and Repair Standards Manual issued by the Department of Public Works and Transportation.

Payment for these services related to DWU’s Pipeline Program’s Capital Improvement Projects shall be borne by DWU’s Pipeline program.

S-24 **PERFORMANCE OF WORK BY THE CONTRACTOR**

Contractor Participation. Except as otherwise provided, the Contractor shall perform no less than 25 percent (25%) of the work with his own organization. The on-site production of materials produced by other than the Contractor's forces shall be considered as being subcontracted. If, during the progress of work hereunder, the Contractor requests a reduction in such participation percentage and the **OWNER** determines that it would be to the **OWNER'S** advantage, the percentage of work required to be performed by the Contractor may be reduced; provided, written approval of such reduction is obtained by the Contractor from the **OWNER**.

The organization of the Specifications into divisions, sections, and articles, and the arrangement and titles of project drawings shall not control the Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

S-25 **DAMAGE TO EXISTING STRUCTURES AND OTHER UTILITIES**

Contractor shall take care to protect, and to not cause damage to, existing structures and other utilities as specified in 107.23, 203.1, and all Addenda thereto. If any utility structure, line, service, or any other structure or utility is damaged, contractor shall notify the structure or utility Owner or Operator immediately upon causing the damage incident as per local, state, and federal laws and regulations. Contractor shall notify DWU Inspector or Superintendent within one hour from the time of the damage incident. In case of service disruption to an individual or in case of an emergency, contractor shall also attempt to notify adjacent property owner of the damage incident. Contractor crew which caused the damage incident shall incur a one-day mandatory shut-down for each occurrence of a failure to notify DWU Inspector or Superintendent within one hour of a damage incident. Contractor crews shut down as provided will not be prohibited from performing site cleanup or general maintenance on any mandatory shut down day. Contractor shall be responsible for all costs and delays incurred. **NO SEPARATE PAY ITEM.**

S-26 **PRE-CONSTRUCTION VIDEO**

The Contractor is required to furnish a pre-construction video of the segments prior to moving any equipment, material, or personnel to that location as stipulated in the DWU Standard Technical Specifications for Water and Wastewater Construction, Latest Edition. **NO SEPARATE PAY ITEM.**

S-27 **POST-CONSTRUCTION VIDEO**

The Contractor is required to furnish a post-construction video of the segments after all water/wastewater mains work and site restoration is complete as stipulated in the DWU Standard Technical Specifications for Water and Wastewater Construction, Latest edition. **NO SEPARATE PAY ITEM.**

S-28 **ENVIRONMENTALLY CONTAMINATED SOIL**

In the possible event where environmentally contaminated soil is encountered at any project site; the City of Dallas will hire a third party environmental consultant who will determine the extent of environmental contamination through laboratory testing and environmental analysis. The third-party consultant will be responsible for:

- Site reconnaissance and environmental study,
- Soil borings and evaluation,
- Determination of site-specific chemicals,
- Development of environmental soil and ground water management plan,
- On-site environmental inspection of waterline installation,
- Loading, transport and disposal of environmentally contaminated soil to appropriate landfill.

The cost associated with the items above will be paid by the City.

Contractor is instructed to immediately contact the Owner Representative when environmental issues arise so that arrangements can be made. Contractor will coordinate with the third-party environmental consultant as necessary for the compliance of environmental requirements.

Any delay of the project due to environmentally contaminated soil will be adjusted in contract milestones. City will not provide any additional compensation to the contractor due to the delay caused by encountering environmentally contaminated soil.

S-29 **DISPOSAL OF EXCAVATED MATERIALS**

The Contractor must submit to the Owner a detailed list of disposal sites and materials to be disposed at each site for entire project prior to commencement of work. The Contractor is responsible for disposal of all spoil materials associated with this project. Once the detailed list of disposal sites is submitted and approved, no deviation is allowed without written approval. Contractor must keep record of delivery manifests, tickets, invoices, and other pertinent documents, and submit copies of documents to Owner upon request.

If any dump site is located on private property the submittal must include the following:

1. A letter from the property owner outlining the agreement for the use of the property.
2. If the private property is located within a designated flood plain, a copy of the City permit to dump in the flood plain must be attached with the letter from the property owner.
3. A signed release letter from the property owner stating final acceptance of the property condition. **NO SEPARATE PAY ITEM.**

S-30 **INSPECTION OVERTIME REIMBURSEMENTS**

The following paragraph in Item 105.9.3.COD: Inspection Overtime of the DWU Addendum to North Central Texas Standard Specifications for Public Works Construction shall be revised as follows:

Inspection overtime will be charged to the Contractor at the rate of **\$50.00** per hour per Inspector with the number of Inspectors to be determined by the Owner under the following overtime conditions:

1. Weekdays between the hours of midnight to 7:30am and 4:30pm to midnight.
2. Saturdays, Sundays and Holidays between the hours of midnight to midnight with a minimum of four (4) hours, at a rate of **\$50.00** per hour per Inspector and a minimum of **\$200** per day per Inspector.

S-31 **HOT MIX ASPHALTIC CONCRETE PAVING**

Contractor shall provide Hot Mix Asphaltic Concrete mix design submittal for review and approval prior to commencement of work. Mix design must have been previously approved for use by Texas Department of Transportation (TxDOT) and be performing satisfactorily. Submittal shall include a list of TxDOT projects where the mix was installed. Submittal shall include source of asphaltic materials, laboratory test results as specified in 302 of these Specifications and Addenda thereto, and equipment listing for spreaders, finishers and rollers to be used. Contractor shall submit a separate mix design, complete as specified hereto, for each permanent asphalt type required for the project. Owner shall, at owners discretion, perform materials testing to ensure control of materials and installation. Contractor shall notify Inspector no less than 24-hours prior to asphalt placement. These requirements shall be considered inclusive to the permanent paving pay items.

S-32 **MACHINE FINISH PERMANENT PAVING**

Unless otherwise specified or approved by owner, permanent paving restoration of cuts greater than eight (8) feet width in asphalt requires machine spreading and machine finishing, and greater than eight (8) feet width in concrete requires machine finishing, per 302.9.6.6 and 303.5.6, of these specifications, respectively and addenda thereto. These requirements shall be considered inclusive to the permanent paving pay items.

S-33 **PERMANENT PAVEMENT RESTORATION COMMENCEMENT**

As a condition of the street cut permit, issued on behalf of Contractor and per Dallas City Code Chapter 43 by Ordinance 24495, amended by Ordinance 25409 and then amended by Ordinance 29993: Contractor is notified that permanent paving restoration shall commence no later than 14 calendar days after paving release is issued. **Liquidated Damages shall be \$500.00 per calendar day.**

S-34 **CITY OF DALLAS ORDINANCE 29993**

Ordinance 29993, amending the street cut permit conditions and requirements of the City Code, went into effect as a result of Council action on 1/27/2016 by Resolution 16-0193, and is made part of this contract as per 107.16 of these specifications and addenda thereto.

S-35 **PERMANENT PAVING REPAIR LIMITS**

City of Dallas Pavement Cut and Repair Standards establish the minimum repair standard required and rules for determining actual extent necessary. Some project locations require the extent of paving repairs in excess of the minimum repair extent, up to and including the full width of the street. Quantities for these locations have been calculated and included in the contract. Final determination of paving limits will be made by the City of Dallas at these locations prior to release to contractor for final paving repairs. All paving repairs are considered Contract Work. Compensation will be at the bid unit rates established for the bid items, as applicable. Repairs necessitated as a result of contractor's inadequate construction means and methods, or due to contractor damage to adjacent property are non-compensatory repairs.

S-36 **STAY HOME STAY SAFE - RULES FOR THE CONSTRUCTION INDUSTRY**

The City of Dallas adopted the Dallas County Amended Emergency Order dated March 29, 2020 (County Order) as part of Dallas' Third Amended Emergency Regulations with certain "exceptions and additions."

One of the Sections of the County's Order the City adopted is the Stay Home Stay Safe Rules for the Construction Industry. These rules provide guidelines that construction businesses must follow.

Dallas has also adopted Section 2(b)(Xi) (Construction) of the County Order. Construction contractors will find pertinent additional information regarding construction activities contractors must follow.

See attached Memo



Stay Home Stay Safe

Rules for the Construction Industry

This document provides guidance for persons and business associated with the building and construction industries and trades on the meaning and application of Order issued by Dallas County Judge Clay Jenkins on March 29, 2020 (the "Order").

Reason for Construction Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus, protective measures to be taken on the jobsite, and cleaning and disinfecting procedures.

Construction as Critical Infrastructure. The Order classified construction for public works, residential, commercial, and schools as critical infrastructure. Elective additions and maintenance are prohibited.

Requirements for Construction. All employers involved in construction activity must follow the requirements set forth in the COVID-19 Safety Recommendations issued by the Construction Industry Safety Coalition, including the rules below:

1. Mandatory temperature checks of all workers before they leave home. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
2. Temperature checks of all workers with a forehead thermometer at the construction site before they may begin work. If an employee or contractor has a temperature above 99.6 degrees Fahrenheit, then they are to be sent home immediately;
3. Implement shift work;
4. Limit crossover of subcontractors;
5. Prohibit gatherings during meals or breaks;
6. Keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
7. Do not use a common water cooler. Provide individual water bottles or instruct workers to bring their own;



8. Allow non-essential personnel to work from home when possible;
9. Provide soap and water and hand sanitizer in the workplace, including all restrooms. Ensure that adequate supplies are maintained;
10. Mandatory handwashing of at least twenty (20) seconds for workers during the following:
 - a. Before workers begin work;
 - b. After workers remove gloves;
 - c. Before and after the use of shared items such as tools or multi-user devices;
 - d. Before and after any meal or restroom breaks; and
 - e. After a worker's shift or work time ends.
11. Mandatory rest breaks of at least fifteen (15) minutes for every four (4) hours worked so workers may follow hygiene guidelines;
12. Provide one (1) working flushing toilet for every fifteen (15) workers on site or one (1) outdoor portable toilet for every 10 workers on site;
13. No adverse action taken against an employee who has been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus; and
14. Designate a COVID-19 safety monitor on each site who has the authority to enforce these rules.

Enforcement. Failure to strictly comply with this Order can result in penalties described below. Additionally, the general contractor and non-compliant subcontractor can be removed from the essential business list.

S-37 **MWBE COMPLIANCE MANAGEMENT SYSTEM REPORTING**

Effective September 2020, upon receipt of each payment from the City of Dallas, in addition to paper submittals, the awarded vendor is required to report payment data in the City's contract compliance system. Sub-contractors will be prompted to confirm payment data as reported by the prime in the City's contract compliance system. The City of Dallas M/WBE Diversity Compliance website can be found at <https://dallas.diversitycompliance.com>. There is no cost to contractors to use the System. System training is available on the website. If you require technical assistance during the login process or when using the System, please use the online support form.

S-38 **NEIGHBORHOOD JOB OPPORTUNITIES**

Notice is hereby given to all prospective Bidders for City of Dallas construction projects, pursuant to City Council Resolution 90-1961, that all construction Bid Proposals received by the City of Dallas after October 1, 1990, shall comply with the following City of Dallas Policy:

The goal of the Neighborhood Job Opportunities Program is to encourage "BID" in hiring unemployed Dallas residents. The Contractor agrees to make a "BID" to promote the City's Job opportunity program regardless of the jurisdictional location of the project.

The Bidder certifies by submission of his bid that if awarded the contract the Bidder will:

1. Post signs at the job site, providing information on employment opportunities, the location of the employment office, the telephone number, and the name of the contact person.
2. Make BID Plan to hire unemployed Dallas residents when hiring new employees.
3. Provide monthly reports indicating the number of employees hired during the month on all contracts and the number of Dallas residents hired, and
4. The Contractor shall establish an on-site employment office/center on contracts in excess of \$5,000,000.00. In those cases where the construction site lies outside the City limits of Dallas, the Contractor may establish an employment office/center inside the City limits of Dallas in lieu of the on-site location.

The following form shall be utilized for the monthly report in accordance with Item 3 above:

**PRE-BID INQUIRIES AND PRE-BID INSPECTION INQUIRIES
FOR
CONTRACT NO. 21-124**

QUESTIONS

ALL PRE-BID INQUIRIES MUST BE SUBMITTED IN WRITING. ONLY WRITTEN QUESTIONS WILL RECEIVE A RESPONSE. A RESPONSE WILL BE ISSUED BY ADDENDUM TO ALL WRITTEN QUESTIONS SUBMITTED. FAX, EMAIL OR MAIL PRE-BID INQUIRIES AS APPROPRIATE TO PERSON LISTED IN PART A - INFORMATION TO BIDDERS; **SPECIAL PROVISION S-1.**

Example Format:

Company Name: _____

Project Name: **FIVE-MILE CREEK WASTEWATER PIPE REPLACEMENT – GLENDALE PARK**

Contract No.: **21-124**

Question(s) By: _____

Date Submitted: _____

Question No.	Question	Plan Sheet and/or Spec. Reference
1.		
2.		
3.		
4.		
5.		
6.		

A 4. BID ITEMS

ITEM NO. 3110L 12" PVC PRESSURE RATED WASTEWATER PIPE

This item consists of furnishing and placing approximately **100** Linear Feet of **12"** Polyvinyl Chloride Pressure Rated Wastewater Pipe conforming to ASTM D2241 (DR 26) Minimum Pressure Rating of 160 PSI and ASTM D3139 joints, and in accordance with **Item 507. Open Cut – Wastewater Conduit Installation, Item 507.5.1.1.COD: Infiltration Test, and Item 501.15. Polyvinyl Chloride (PVC) Pressure-Rated Pipe (SDR Series)** of these specifications and addenda thereto.

This item to include barricading and all embedment materials.

Measurement and payment will be in accordance with **Item 507.6. Measurement and Payment For Wastewater Conduit Installation** of these specifications.

ITEM NO. 3420_NC 39.4" x 63" NC RTRP WASTEWATER PIPE (PARALLEL PIPELINES)

This item consists of furnishing and placing approximately **2,500** Linear Feet of NON-CIRCULAR fiberglass glass-fiber reinforced thermosetting-resin Wastewater Pipe (RTRP – ASTM D 3262) of the dimensions and geometry shown in the contract documents in accordance with **Item 507. Open Cut – Wastewater Conduit Installation, Item 507.5.1.1.COD: Infiltration Test, and Item 501.24. Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Wastewater Pipe** of these specifications and addenda thereto.

This item to include barricading, all embedment materials, and fittings.

Measurement and payment will be in accordance with **Item 507.6. Measurement. Measurement and Payment For Wastewater Conduit Installation** of these specifications.

ITEM NO. 3420AJ 72" RTRP WASTEWATER PIPE

This item consists of furnishing and placing approximately **1,650** Linear Feet of **72"** fiberglass glass-fiber reinforced thermosetting-resin Wastewater Pipe (RTRP – ASTM D 3262) in accordance with **Item 507. Open Cut – Wastewater Conduit Installation, Item 507.5.1.1.COD: Infiltration Test, and Item 501.24. Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Wastewater Pipe** of these specifications and addenda thereto.

This item to include barricading, all embedment materials, and fittings.

Measurement and payment will be in accordance with **Item 507.6. Measurement and Payment For Wastewater Conduit Installation** of these specifications.

ITEM NO. 3560**CONNECTION TO EXISTING MANHOLE**

This item consists of furnishing and placing approximately 4 Each Connection to an Existing Manhole, in accordance with **Item 502.1. Manholes, Item 502.1.2.COD: Wastewater Manhole Adjustments, Item 502.1.4.8.COD: Wastewater Manhole Frame Seals, and Item 502.1.7.COD: Manhole Backfill** of these specifications and addenda thereto, and the applicable Standard Drawings.

Measurement and payment will be per each in place in accordance with **Item 502.1.6.COD: Measurement and Payment of Manholes** of these specifications.

ITEM NO. 5770L**STANDARD 12" WATER MAIN LOWERING**

This item consists of constructing 1 Each 12" Water Main Lowering in accordance with the specifications and addenda thereto, and a Standard Drawing and Standard Drawings,

This item is to include all required 12" water pipe, including bends, fittings and polywrap in accordance with **Item 506. Open Cut – Water Conduit Installation, Item 506.5.COD: Hydrostatic Test, Item 506.6.COD: Connections To Existing Water Conduits, Item 506.6.1.COD: Water Main Tie-In During Off Hours, Item 506.6.2.COD: Shutdown of Water Mains 20" Diameter and Larger, Item 506.7.3.2.COD: Flushing Method, Item 506.7.COD: Disposal of Heavily Chlorinated Water Main Flushing Water, Item 506.7.1.COD: Preliminary Flushing, Item 506.7.2.COD: Chlorination, Item 506.7.3.COD: Flushing, Item 506.7.4.COD: Disposal of Flushing Water, Item 506.7.5.4.COD: Sampling, Item 506.7.6.COD: Indemnification, Item 506.8.1.COD: Cut and Plugs, and Item 501.7.COD: Ductile-Iron Pressure Pipe and Fittings or Item 501.14. Polyvinyl Chloride (PVC) Water Pipe**. This item also is to include the required concrete blocking, pipe embedment, backfill, temporary and permanent paving.

Measurement and payment will per each completed and accepted work and shall include all cost for labor and equipment, barricading, trench safety, all temporary and permanent paving related items (saw-cut, base, asphalt, sidewalk, driveway, curb and/or gutter, sod, etc.) and all other work associated with this item.

This item is a contingent item and payment will be made only if work is directed by the Project Manager. The bid price for this item will not be subject to renegotiation due to quantity overrun or underrun limitation as set forth in the specifications.

ITEM NO. 6130AJ_PC 72" DIAMETER POLYMER CONCRETE WASTEWATER MANHOLE

This item consists of furnishing, and placing approximately **8** Each **72"** Diameter POLYMER CONCRETE Manhole in accordance with **Item 502.1. Manholes, Item 502.1.2.COD: Wastewater Manhole Adjustments, Item 502.1.4.8.COD: Wastewater Manhole Frame Seals, and Item 502.1.7.COD: Manhole Backfill** of these specifications and addenda thereto, and the applicable Standard Drawings.

Removal of any existing conflicting manhole, if required, will be included in this item. Nonshrink grout and precast concrete grade rings shall be used for adjustments of the ring and cover. This item is to include Wastewater Manhole Frame Seals for each manhole installed as per the **DWU Standard Technical Specifications for Water & Wastewater Construction, Latest Edition**. This item shall also include trench safety and barricades.

Measurement and payment will be in accordance with **Item 502.1.6.COD: Measurement and Payment of Manholes** of these specifications.

ITEM NO. 6140 ABANDON EXISTING MANHOLE

This item consists of abandoning approximately **5** Each Existing Manhole, backfilling the manhole with granular material at 95% standard proctor dry density, and removing and salvaging the frame and cover as per the applicable Standard Drawing.

This item to also include the cleaning, loading, hauling, and unloading the frame and cover at the Stores Division, Yard #2, 2901 Municipal Street. The Contractor will be charged new item replacement cost for any amount lost, stolen, or broken due to the Contractor's negligence prior to delivery into Water Utilities Department Salvage Yard. This item shall also include barricading.

Measurement and payment shall be at the contract Unit Price per Each completed and accepted abandonment.

ITEM NO. 6141 VACUUM TEST FOR WASTEWATER MANHOLE

This item consists of performing approximately **8** Each Vacuum Test for Wastewater Manhole in accordance with **Item 502.1.5.2 Vacuum Testing Manholes and Item 507.5. Tests and Inspections** of these specifications.

This item shall include all materials, equipment, labor, and incidentals required to complete the test as specified. This item is a **contingent item** and payment will be made only if directed by the DWU Construction Superintendent. Should any of the listed tests not be necessary, they will be removed from the contract without having any effect on the Unit Price.

Measurement and payment shall be in accordance with **Item 502.1.5.2.1.COD: Measurement and Payment of Vacuum Testing Wastewater Manholes** of these specifications and addenda thereto.

ITEM NO. 6160AE 48" SPECIAL MANHOLE

This item consists of furnishing, placing, and protecting from corrosion by Epoxy Coating or other approved method approximately 2 Each 48" Diameter Special Manhole in accordance with **Item 502.1. Manholes, Item 502.1.2.COD: Wastewater Manhole Adjustments, Item 502.1.4.8.COD: Wastewater Manhole Frame Seals, Item 502.1.4.9.COD: Interior Coatings For Manholes, and Item 502.1.7.COD: Manhole Backfill** of these specifications and addenda thereto.

This item includes barricading.

Measurement and payment will be in accordance with **Item 502.1.6.COD: Measurement and Payment of Manholes** of these specifications.

ITEM NO. 6260 CLEARING AND GRUBBING

This item consists of required Clearing and Grubbing within the limits shown on the plans and in accordance with **Item 202.1. Removal, Protection, and Replacement of Trees, Shrubbery, Plants, Sod, and Other Vegetation and Item 202.1.1.COD: Trees** of these specifications and addenda thereto.

Payment will be Lump Sum at contract bid price.

ITEM NO. 6800 PROJECT PARTNERING

This item is intended for compensating the Contractor for all costs to implement Project Partnering as detailed in the **DWU Standard Technical Specifications for Water & Wastewater Construction, Latest Edition.**

This item to include hiring a third party facilitator, travel and lodging expenses, meeting room rental, program materials, reproduction costs and all costs associated with Contractor's own personnel, Subcontractors and Suppliers participating in partnering.

This is a **Contingent Item** and payment will be made, as directed by the Project Manager.

Payment for this item shall be Lump Sum.

ITEM NO. 6905 PLACEMENT OF SEED

This item consists of furnishing and placing approximately 19,340 Square Yards of Seed in accordance with **Item 202.6.1. General, Item 202.6.3. Planting Season and Application Rates, Item 202.6.4.1. General and Item 202.6.4.6. Watering, Maintaining, and Finishing Seeded Areas** of these specifications and addenda thereto.

Measurement and payment will be in accordance with **Item 202.6.5.COD: Measurement and Payment** of these Specifications.

ITEM NO. 6925**TRENCH EXCAVATION SAFETY AND SUPPORT**

This item consists of Trench Excavation Safety and Support for approximately **2,900** Linear Feet of trench in accordance with the Occupational Safety and Health Administration Standards 1926.652 "Requirements for Protective Systems".

Trench Excavation Safety and Support shall be measured along the centerline of the trench where trench is sloped to maintain angle of repose, a trench box is utilized or trench is shored.

Payment shall be allowed for all section of trench regardless of depth.

ITEM NO. 7041**FLOWABLE BACKFILL**

This item consists of furnishing and placing approximately **2,500** Cubic Yards of Flowable Backfill in accordance with **Item 504.6.6. Flowable Backfill and Item 504.2.3.4. Flowable Backfill** of these specifications and addenda thereto.

This is a **Contingent Item** and payment will be made as directed by the Project Manager. **See 107.27.COD: Environmental Compliance.**

Measurement and payment shall be at the contract Unit Price per Cubic Yard for completed and accepted work.

ITEM NO. 7045**GROUT FOR PIPELINE ABANDONMENT**

This item consists of furnishing and placing approximately **1,735** Cubic Yards of Cementitious Grout in accordance with **Item 504.6.8.COD: Four F Flowable Backfill and Item 504.2.3.4. Flowable Backfill** of these specifications and addenda thereto.

This is a contingent item and placement shall be made only as directed by the Project Manager.

Measurement and payment shall be at the contract Unit Price per Cubic Yard for completed and accepted work.

ITEM NO. 7060**CONCRETE BACKFILL**

This item consists of furnishing and placing approximately **2,300** Cubic Yards of Concrete Backfill in accordance with **Item 504.6.3. Concrete Backfill** of these specifications and addenda thereto, and the applicable Standard Drawings.

Concrete backfill will be placed above the Class "G" embedment to the top of the existing rock line. If the rock line is below the existing ground line, the trench above the rock line shall be backfilled with trench-excavated material, and the Class "B" concrete cap will not be required. **See 107.27.COD: Environmental Compliance.**

Measurement and payment will be in accordance with **Item 504.7. Measurement and Payment of Backfill, Item 504.7.1. Measurement of Backfill Material and Item 504.7.2. Payment of Backfill Material** of these specifications.

ITEM NO. 7095**FURNISH AND PLACE DRY RIP RAP (TYPE A)**

This item consists of furnishing and placing approximately **110** Square Yards of Rip Rap in accordance with **Item 803.3. Riprap, Item 803.3.3.2. Dry Riprap, Type A and Type B** of these specifications and addenda thereto, and the applicable Standard Drawings.

This is not to include Stabilized Backfill, which is a separate bid item.

Measurement and payment will be in accordance with **Item 803.3.4.COD: Measurement and Payment** of these specifications and addenda thereto.

ITEM NO. 7520**TEMPORARY PAVING (HOT MIX OR HIGH PERFORMANCE MIX)**

This item consists of furnishing, placing, and removing approximately **1,530** Tons of Hot or High Performance Mix Asphalt Pavement for Temporary Paving, as authorized by the Engineer. Hot Mix Asphalt shall conform to **Item 302.9. Hot-Mix Asphalt Pavement and 403.2.3. Hot-Mix, Cold-Laid Asphaltic Concrete (Cold Mix)** of these specifications. Hot or High Performance Mix shall be placed in accordance with **Item 402.4. Replacing Paved Surfaces** of these specifications and addenda thereto.

The method of measurement for payment will be in Tons (2,000 pounds) of material in place and accepted. The basis of payment will be based on the maximum permissible width of ditch as specified for type or kind of conduit to be constructed as shown on the plans or Standard Drawings, and a compacted thickness of 2" over flexible base.

ITEM NO. 7530**CONCRETE CURB AND/OR GUTTER**

This item consists of furnishing and placing approximately **1,500** Linear Feet of Concrete Curb and/or Gutter in accordance with **Item 402.4.3. Replacing Curb, Gutter, Sidewalks, Driveways, Etc. and Item 305.1. Concrete Curb and Gutter** of these specifications and addenda thereto. **See 107.27.COD: Environmental Compliance.**

Measurement and payment will be in accordance with **Item 402.4.3.1. Measurement For Replacement of Curb, Gutter, Sidewalks, Driveways, Etc. and Item 402.4.10. Payment For Pavement Replacement** of these specifications.

ITEM NO. 7580**REINFORCED CONCRETE SIDEWALK**

This item consists of furnishing and placing approximately **670** Square Yards of Reinforced Concrete Sidewalk in accordance with **Item 402.4.COD: Replacing Paved Surfaces, Item 305.2. Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps, and Item 305.2.2.2.COD: Reinforcement** of these specifications and addenda thereto. **See 107.27.COD: Environmental Compliance.**

This item shall also include removal and disposal of existing sidewalk, if it lies outside of trench width plus two feet.

Measurement and payment will be in accordance with **Item 402.4.3.1. Measurement For Replacement of Curb, Gutter, Sidewalks, Driveways, Etc. and Item 402.4.10. Payment For Pavement Replacement** of these specifications.

ITEM NO. 7712**STORM WATER POLLUTION PREVENTION PLAN**

This item is to reimburse the Contractor for costs to develop, implement, and maintain the Storm Water Pollution Prevention Plan. Modification to the SWPPP or additional control items required by the Engineer will be at no additional cost.

This item to include all equipment, materials, labor, and maintenance necessary to control storm water pollution.

This is a lump sum item and payment shall be based on the percentage of construction for complete, in place, maintained, removed, and accepted work.

ITEM NO. 7801J**8" REINFORCED CONCRETE PAVEMENT OR BASE**

This item consists of removing approximately **945** Square Feet of existing concrete pavement, furnishing and placing, as needed, **8-inch** reinforced concrete paving in accordance with **Item 402.4.4. Replacing Reinforced Concrete Pavement, Item 303. Portland Cement Concrete Pavement And Item 303.2.1.3.2.COD: Gradation** of these specifications and addenda thereto.

This item will pay for a minimum depth of **8** inches. Any thickness over **8-inches** will be measured and paid proportionally, on pro-rata basis.

This item shall also include sawing, removal, backfill and disposal of existing pavement.

Measurement and payment will be per square foot in accordance with **Item 402.4.4.1. Measurement Of Reinforced Concrete Pavement And Item 402.4.10. Payment For Pavement Replacement** of these specifications.

ITEM NO. 7813**TRAFFIC STRIPING**

This item, all types and sizes, consists of approximately **750** Linear Feet of Traffic Striping.

This striping will be placed in accordance to the latest "Pavement Cut And Repair Standards Manual", City Of Dallas Specifications For Public Works Construction, Public Works Standard Details for Construction (251-D), and any addenda thereto.

Measurement and payment will be at the contract unit price of per linear foot for requested and accepted work regardless of type or size. The price will remain the same regardless of quantity overrun or underrun.

ITEM NO. 7816**SAWING**

This item consists of approximately **750** Linear Feet of Sawing. This shall apply in the removal of bituminous or concrete pavement, curb, gutter, sidewalk or driveways. This item shall also govern for the sawing of weakened plane joints (contraction joints). Sawing shall be in accordance with the requirements of this item. Dust and residues from sawing shall be prevented from entering the atmosphere or storm drain. The edge of pavements, curb, gutter, sidewalk and/or driveways shall be neatly sawed. Saw cuts shall be made perpendicularly to surface to full pavement depth or as directed by the owner. The edges of pavement and appurtenances damaged subsequent to sawing shall again be saw cut to neat straight lines for the purpose of removing the damaged areas. Such saw cuts shall be parallel to the original saw cut. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk.

Measure for payment shall be measured and paid in linear feet of groove actually cut in accordance with these specifications.

ITEM NO. 8011

**CONSTRUCTION SURVEYING AND STAKING OF
PROPOSED WATER & WASTEWATER MAINS**

This item consists of providing Construction Surveying and Staking by the Contractor's qualified personnel for approximately **2,880** Linear Feet of Proposed Water and Wastewater Main installations shown on the plan drawings and in accordance with **Item 105.4.COD: Construction Stakes** of the NCTCOG Specifications and addenda thereto.

This item shall include establishment of all horizontal and vertical controls, horizontal and vertical alignments per plan drawings, and cut depths for all proposed mains shown on the plan drawings with specific grades, elevations and profiles.

Measurement and payment will be per Linear Foot of proposed water and per Linear Foot of proposed wastewater main including instrumentation and equipment, staking materials, notes and cut sheets in final form and any other associated costs, such as barricading and traffic control for these services. Payment will be made when surveying is complete from point of beginning to point of end as shown on the plan drawings and upon submission and approval of survey data (see **DWU Standard Technical Specifications for Water & Wastewater Construction, Latest Edition** for approved data format). The Contractor is responsible for maintaining all staked controls and hubs in the construction area at all times and any costs for re-staking or re-establishing controls required shall be borne by the Contractor.

ITEM NO. 8100**MOBILIZATION FOR WATER & WASTEWATER MAINS**

This item shall consist of the mobilization of personnel, equipment and supplies at the project site in preparation for beginning work on the Water and Wastewater Mains contract items only. Mobilization shall include the movement of equipment, personnel, equipment material supplies, etc., to and from the project site, and the establishment and removal of contractor's field office and other facilities necessary to construct or complete the Water and Wastewater Main Items.

This Item shall be bid as a Lump Sum, and shall not exceed 5% of the adjusted contract price. The adjusted contract price for this item is defined as the sum of all bid prices for Water and Wastewater Main Items minus the Lump Sum bid for Mobilization For Water And Wastewater Mains. The Lump Sum bid for this item shall not include any cost or sum for mobilization for work on Paving or Drainage Items.

Measurement for this Item shall be proportional to the value of Water and Wastewater Main Items completed, and Partial Payments will be made in accordance with the following schedule:

- (1) When 10 percent of the adjusted contract value for water and wastewater main construction has been earned, a payment for 50 percent of the lump sum for Mobilization will be made.
- (2) When 25 percent of the adjusted contract value for water and wastewater main construction has been earned, a payment for 25 percent of the lump sum for Mobilization will be made, for a total of 75 percent of the lump sum.
- (3) When 50 percent of the adjusted contract value for water and wastewater main construction has been earned, a payment for the remaining 25 percent of the lump sum for Mobilization will be made, for a total of 100 percent of the lump sum.

ITEM NO. 20500**INVESTIGATION**

This item consists of excavating at approximately 5 Each locations to a specific infrastructure(s) to determine type, size, location, elevation, and/or condition as determined by the Engineer. The disturbed area will be replaced with compacted backfill in accordance with **Item 504. Open Cut – Backfill and Item 504.6.1. Excavated Material** of these specifications and addenda thereto.

In paved areas, the pavement will be replaced with a compacted 8" thick base of Crushed Rock in accordance with **Item 402.4.COD: Replacing Paved Surfaces, and 301.5. Flexible Subbase Or Base (Crushed Stone/Concrete)**, and a compacted 2" thick surface of Hot or Cold Mix asphalt pavement for temporary paving in accordance with **Item 402.4.COD: Replacing Paved Surfaces, and Item 302.9. Hot-Mix Asphalt Pavement.**

This item is complete and includes all equipment, materials and labor, saw-cut, pavement, base, and sub-base removal, excavation, backfill, compaction, disposal of excess materials, all temporary and permanent paving, and paving related items, sidewalk, curb and/or gutter, driveways, sod, costs for barricading, trench safety and support, support for existing utilities, and all other work associated with this item.

Payment will not be made under this item if the infrastructure is to be adjusted, abandoned, or replaced prior to the placement of backfill. If the investigation is for more than one infrastructure in the same excavation, payment shall be made for only one investigation.

Measurement and payment will be per each complete in place.

ITEM NO. BP9999**LARGE DIAMETER WASTEWATER FLOW CONTROL AND BYPASS PUMPING**

This item consists of furnishing and operating necessary flow control and bypass pumping to complete the connection to the existing wastewater piping in accordance with DWU Specification 5.1 and addenda thereto.

This item to include all the necessary materials, equipment, tools, labor, and associated appurtenances to control the wastewater flow in conjunction with the work.

Measurement and payment will be based on a LUMP SUM basis per day of continuous operation.

A 5. MINIMUM WAGE SCHEDULE

SCHEDULE B (12-2099) Highway/Heavy Construction Prevailing Wage Rates 2012

Classification	Prevailing Rate
Asphalt Distributor Operator	\$15.32
Asphalt Paving Machine Operator	\$13.99
Asphalt Raker	\$12.69
Broom or Sweeper Operator	\$11.74
Concrete Finisher – Paving and Structures	\$14.12
Concrete Paving Finishing Machine	\$16.05
Concrete Paving Saw Operator	\$14.48
Crane Operator, Lattice Boom 80 Tons or Less	\$17.27
Crane Operator, Lattice Boom over 80 Tons	\$20.52
Crane, Hydraulic 80 Tons or Less	\$18.12
Crawler Tractor	\$14.07
Electrician	\$19.80
Excavator, 50,000 Pounds or Less	\$17.19
Excavator, over 50,000 Pounds	\$16.99
Flagger	\$10.06
Form Builder/Setter, Structures	\$13.84
Form Setter - Paving & Curb	\$13.16
Foundation Drill Operator, Crawler Mount	\$17.99
Foundation Drill Operator, Truck Mount	\$21.07
Front End Loader 3 CY or Less	\$13.69
Front End Loader, over 3 CY	\$14.72
Laborer – Common	\$10.72
Laborer - Utility	\$12.32
Loader / Backhoe	\$15.18
Mechanic	\$17.68
Milling Machine	\$14.32
Motor Grader, Fine Grade	\$17.19
Motor Grader, Rough	\$16.02
Pavement Marking Machine	\$13.63
Pipe Layer	\$13.24
Reclaimer / Pulverizer	\$11.01
Roller, Asphalt	\$13.08
Roller, Other	\$11.51
Scraper	\$12.96
Servicer	\$14.58
Small Slipform Machine	\$15.96
Spreader Box	\$14.73

SCHEDULE B - Prevailing Wage Rates

Page 2

Steel Worker (Reinforcing)	\$16.18
Truck Driver - Lowboy - Float	\$16.24
Truck Driver - Off Road Hauler	\$12.25
Truck Driver - Single Axle	\$12.31
Truck Driver - Single or Tandem Axle Dump Truck	\$12.62
Truck Driver - Tandem Axle Tractor with Semi Trailer	\$12.86
Truck Driver - Transit Mix	\$14.14
Tunnel Boring Machine Operator (greater than 48")	\$13.61
Tunneling Machine Operator (48" or less)	\$ 9.16
Welder	\$14.84
Work Zone Barricade Servicer	\$11.68

If the construction project involves the expenditure of federal funds of \$2,000 or more, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work in the City of Dallas.

Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (A) the number of hours worked per day, except for overtime hours, times (B) the above respective rate per hour.

For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (A) one and one-half times the above respective rate per hour times (B) the number of hours worked on the legal holiday.

The "General Prevailing Rate for Overtime Work" for the crafts or type of workers or mechanics is one and one-half times the above respective rate per hour.

Under the provisions of Chapter 2258 of the Government Code, the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the said stipulated rates for any work under the contract, by him, or by any subcontractor under him.

A 6. PROPOSAL TABULATION:

Proposals for the project will be tabulated only as shown on the Summary at the end of the Proposal.

A 7. TIME:

Time is the essence of the Contract. The time allotted for the completion of this Contract is **As Specified Per Special Provision S-6**.

A 8. SPECIFICATIONS:

Besides this Part A, the following are a part of this Contract:

1. Part "T", Technical Specifications (where this part is required). A copy of the DWU Standard Technical Specifications for Water & Wastewater Construction, October 2017 (or Latest Edition) which includes a link to the website for the DWU Approved Materials List for Water and Wastewater Construction, May 2019, in the Preface (P-2) can be obtained at:
https://dallascityhall.com/departments/waterutilities/Pages/dwu_design_standards.aspx.
2. Part "T", Technical Specifications (where this part is required). A copy of the DWU Approved Materials List for Water and Wastewater Construction, May 2019, can be obtained at:
https://dallascityhall.com/departments/waterutilities/Pages/dwu_design_standards.aspx.
3. Contracts and Bond Forms
4. Drawings
5. Proposal
6. Standard Specifications for Public Works Construction - North Central Texas Council of Governments (Fourth Edition - 2004), A copy may be obtained from the North Central Texas Council of Governments, 616 Six Flags Dr., Arlington, Texas 76005, Telephone: (817) 640-3300.
7. City of Dallas 2011 ADDENDUM to the Public Works Construction - North Central Texas Council of Governments - Fourth Edition – October 2004, October 1, 2011, (or Latest Edition). A copy of the City of Dallas ADDENDUM to the NCTCOG General Specifications can be obtained at
https://dallascityhall.com/departments/waterutilities/Pages/dwu_design_standards.aspx.
8. Dallas Water Utilities Standard Drawings for Water & Wastewater Construction, October, 2017 (or Latest Edition). - A copy of the City of Dallas Standard Drawings can be obtained at
https://dallascityhall.com/departments/waterutilities/Pages/dwu_design_standards.aspx.
9. Occupational Safety and Health Standards - Excavation, 29 CFR Part 1926, effective January 2, 1990.

10. City of Dallas BID Policy – September 23, 2020 (last modification). A copy of the Policy may be obtained at Dallas City Hall, Business and Workforce Inclusion (BWI) Division of the Office of Economic Development, 1500 Marilla Street, 3FN, Dallas, Texas 75201, 214-670-3325, or on their website at https://dallascityhall.com/departments/procurement/pages/business_inclusion_development.aspx.
11. A revised copy with Ordinance 29993 attached amending the Department of Public Works and Transportation Pavement Cut and Repair Standards Manual (October 2003 or latest edition) may be purchased from the Office of the Director of Public Works and Transportation, Public Works and Transportation Department, 320 E. Jefferson Boulevard, Room 102, Dallas, Texas 75203.
12. City of Dallas Department of Public Works Standard Construction Details 251D-1, September 2002, or latest edition. A copy can be obtained at <https://dallascityhall.com/departments/public-works/pages/constructionstandards.aspx>.

A 9. ADDENDUMS:

All Bidders are required to acknowledge receipt of all Addendums on the Acknowledgement of Addendum Form.

A 10. Business Inclusion and Development Policy - MWBE PARTICIPATION

Overview

On September 23, 2020, the City Council adopted the following amendments to the City's Good Faith Effort (GFE) plan:

- Changed the name from Business Inclusion and Development (BID) Plan to Business Inclusion and Development (BID) Policy.
- Business and Workforce Inclusion (BWI) will strengthen the program by:
 - Reviewing specifications for large contracts prior to the issuance of a request for proposal or request for a bid to determine and/or identify unbundling opportunities to increase M>WBE participation.
 - Reviewing project specifications for opportunities to remove barriers and restrictive language.
 - Tracking and monitoring payments to prime contractors from the City and payments from prime contractors to subcontractors with emphasis on prompt payment as outlined in Government Code Section 2251.022.
 - Performing regular site visits based on project type, award amount or stakeholder concerns to ensure compliance with BID Policy.
 - Monitoring compliance of prime contractors and subcontractors and recommend measures to deal with prime and sub-contractors deemed to be non-compliant with BID Policy criteria.
 - Developing an owner-controlled insurance policy owned by the City of Dallas.
 - Maintaining a public sector group to provide recommendations on industry best practices focusing on new programs, small business resources, and contracting opportunities that have historically been overlooked.

Policy Statement

It is the policy of the City of Dallas to involve Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City's construction, procurement and professional services contracts. It is the policy of the City of Dallas to encourage the growth and development of M/WBEs that can successfully compete for contracting opportunities. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Dallas has adopted the Business Inclusion and Development (BID) Policy for all City of Dallas contracts.

Scope of BID Policy

The BID Policy shall apply to all contracts for the purchase of goods or services over \$50,000 with special emphasis on those contracts with first tier subcontracting opportunities. The provision of the BID Policy takes precedence over any departmental plans or procedures in conflict herewith, except for specific requirements mandated by the terms or conditions of agreements in force between the City and the Federal Government or the State of Texas that require different procedures than those described in the BID Policy.

The BID Policy Goals

The BID Policy establishes standard requirements for all prospective City of Dallas bidders/proposers to ensure a reasonable degree of participation by M/WBEs in all City contracts. It is the goal of the City that a certain percentage of work under each contract be performed by one or more M/WBEs.

On September 23, 2020, the City Council approved the following M/WBE participation goals (Council Resolution #201430). These goals were adopted without consideration for ethnicity or gender.

- Construction: 32.00%
- Architectural & Engineering: 34.00%
- Other Professional: 38.00%
- Other Services: 23.80%
- Goods: 32.00%

Prospective bidders/proposers are required to make a "good faith effort" to meet the established participation goals and must document their good faith effort to include M/WBEs in the contract.

Definitions of a M/WBE

- A. Minority/Women Business Enterprise means a business:
1. Which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, of which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals;
- B. “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) who are:
1. African American (persons having origins in any of the Black racial tribes of Africa);
 2. Hispanic Americans (persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 3. Native Americans (persons who are American Indians, Eskimos, Aleuts or Native Hawaiians);
 4. Asian Pacific Americans (persons whose origins are from Japan, China, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas);
 5. Asian-Indian Americans (persons whose origins are from India, Pakistan, and Bangladesh);
 6. Women (regardless of race, ethnicity or origin); or
 7. Any other minorities or individuals found to be disadvantaged by the Small Business Act.
 8. Disabled will be evaluated on a case-by-case basis

- C. The phrase “owned and controlled” as used in this definition means a business is:
1. a sole proprietorship legitimately owned by an individual who is a minority or a female;
 2. a partnership or joint venture controlled by minority individuals and/or females, and in which at least 51% of the beneficial ownership interests legitimately are held by minority and/or female individuals; or
 3. a corporation or other entity controlled by a minority or women, or both, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minority individuals or women, or both. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Responsibilities of the City and M/WBEs in the Bidding/Proposal Process

A. M/WBE Directory

1. The City of Dallas will maintain a directory to identify M/WBEs relevant to general contracting requirements and to particular bid/proposal solicitations. The directory will consist of certified M/WBEs who are also registered City of Dallas vendors. BWI will make the M/WBE Directory available to potential contract awardees to assist in efforts to meet BID goals and requirements.
2. The following information will be maintained on each M/WBE firm listed in the M/WBE Directory: name of business, address, telephone number, email address, services and products of the firm. The directory will include M/WBEs who manufacture, produce, lease, sell, distribute or produce equipment or professional services procured by the City. This information will be used to notify M/WBEs of opportunities for participation in City contracts and to provide other business enterprises with contacts for subcontracting and joint ventures with M/WBEs.

B. Certification of M/WBEs Desiring to Participate in the City’s M/WBE Certification Program

1. The City of Dallas is a member of the North Central Texas Regional Certification Agency (NCTRCA). The agency certifies ownership and control of M/WBEs and provides a centralized M/WBE certification service for public agencies and municipalities. M/WBEs seeking certification can utilize NCTRCA for certification purposes. Copies of application forms for certification are available from BWI and from the NCTRCA website: www.nctrca.org However, the City of Dallas, upon authorization from the

Director of BWI, will accept certification of M/WBEs from agencies of similar guidelines whether from private certification agencies, municipalities, state or federal government entities. All businesses wishing to be certified as an M/WBE business will be required to provide documentation needed by the City to certify such firms as M/WBEs.

Compliance Procedures

A. Description of BID Documentation Forms

Forms are provided to all apparent low bidders/most advantageous proposers for use in documenting M/WBE subcontractor participation and compliance with the BID Policy. As a prerequisite for City Council award, all primes who have been identified as the apparent low bidder/most advantageous proposer must complete the appropriate forms.

All bid documents and proposal packages must include the signed Pre-Bid / Pre-Proposal Form (BWI-FRM-623) confirming the bidder/proposer's intent to comply with the City's BID Policy

1. Pre-Bid / Pre- Proposal Form (BWI-FRM-623)

This form is turned in with the bid packet or proposal package and certifies that the bidder/proposer agrees to comply with the City's BID Policy.

2. Schedule of Work and Actual Payment Form

This form provides information on:

- a. Verification of the prime contractor's use of 100% of its own workforce to complete the contract (if applicable);
- b. First tier subcontractors, suppliers or sub consultants participating with the prime contractor on the contract;
- c. Payments made to the subcontractor, supplier or sub consultant through the term of the contract;
- d. Contracts over \$1M report payments on a monthly basis; contracts under \$1M report payments on a quarterly basis.

3. Ethnic Workforce Composition Report

This form provides information on the ethnic and gender composition of the prime's workforce.

4. Subcontractor Intent Form

This form is to be completed by the apparent low bidder/most advantageous proposer and all M/WBE subcontractors, suppliers or sub consultants participating on the anticipated contract. One form for each M/WBE subcontractor, supplier or sub consultant will be required.

5. BID Documentation Form

This form is to be completed by the apparent low bidder/most advantageous proposer who will NOT meet the applicable BID goal. The form documents a bidder's/proposer's BID efforts to obtain M/WBEs for subcontracting or sub consulting opportunities in compliance with the BID Policy.

6. Change of M/WBE Subcontractor/Supplier Form

This form is to be completed by prime contractors to document subcontractor, supplier or sub consultant changes during the term of the contract.

B. Submission of BID Documentation Forms

BID forms are submitted by the apparent low bidder/most advantageous proposer. The apparent low bidder/most advantageous proposer has up to five (5) business days after the City has issued notification of intent to award the contract. The apparent low bidder / most advantageous proposer shall submit BID forms to the Business and Workforce Inclusion Office of the Department of Economic Development.

1. Prime contractors who will meet or exceed the BID goal must submit the following forms:
 - a. Schedule of Work and Actual Payment Form
 - b. Ethnic Composition Workforce Report
 - c. Subcontractor Intent Form(s)
2. Prime contractors who will not meet the BID goal must submit the following forms:
 - a. Schedule of Work and Actual Payment Form
 - b. Subcontractor Intent Form(s)
 - c. Ethnic Composition Workforce Report
 - d. BID Documentation

C. Changes to the Schedule of Work

Once a contract has been approved by City Council, the prime contractor is expected to utilize M/WBE subcontractors or suppliers or listed on the Schedule of Work. In making a M/WBE subcontractor or supplier change, the prime contractor must make a BID to replace the subcontractor or supplier with a M/WBE subcontractor or supplier. Failure to comply with the City's BID Policy in subcontractor, supplier or sub consultant substitutions may result in sanctions. During the course of contract performance, valid reasons to make changes or substitutions to the Schedule of Work are:

1. An increase or decrease in the scope of work;
2. Poor performance by the M/WBE subcontractor or supplier;
3. M/WBE subcontractor, supplier or sub consultant is unable or unwilling to perform the work;
4. M/WBE subcontractor, supplier or sub consultant does not have the equipment or workforce to perform the work; or
5. Other documented reasons

D. All M/WBE subcontractor or supplier changes require submission of a Change of M/WBE Subcontractor/Supplier Form. The prime contractor must submit the following documentation to the City of Dallas project manager prior to any changes in the Schedule of Work:

1. Completed Change of Subcontractor/Supplier Form (signed by the City's project manager) including documentation of BID made to obtain M/WBE subcontractor.
2. Revised Schedule of Work reflecting the revised participation percentages.
3. Subcontractor Intent Form(s) signed by the new M/WBE subcontractor, supplier or sub consultant.
4. Other BID documentation deemed necessary to adequately justify the proposed change and to document the prime contractor's efforts to obtain M/WBE participation.

Acts of Business Inclusion and Development

Determination of BID is based on the apparent low bidder's /most advantageous proposer's documented efforts to obtain M/WBE participation. BID documentation must be submitted and approved by BWI prior to award of the contract by City Council. To determine whether a BID Policy was made to obtain M/WBE participation, an apparent low bidder/most advantageous proposer that does not meet the established BID goal must demonstrate that a sufficient reasonable BID Policy was made to obtain M/WBE participation in their bid/proposal.

A. Documented efforts include:

1. Contact with the Business and Workforce Inclusion (BWI) Division of the Office of Economic Development for assistance in locating M/WBE subcontractors.
2. Methods used to identify M/WBE subcontractors:
 - a. Industry relationships
 - b. City of Dallas M/WBE Directory
 - c. Written notices sent to certified M/WBEs
 - d. Assistance from other City Staff (provide names and departments)
 - e. Other (provide appropriate documentation)
3. Communication with 5% of M/WBE companies listed on the City's M/WBE Directory:
 - a. Copy of email communication between prime contractor and solicited subcontractor, supplier or sub consultant
 - b. Documented phone conversation including name and number of contacts
 - c. Other documentation supporting contacts
4. Copy of type of information provided to M/WBE firms contacted
 - a. Plans and specifications
 - b. Scope of work and project schedule
 - c. Industry certification requirements or
 - d. Equipment requirements

If the apparent low bidder/most advantageous proposer does not receive a response from the contacted M/WBE, the apparent low bidder/most advantageous proposer must advise BWI that no response has been received.

5. The apparent low bidder/most advantageous proposer must consider all sub-bids, quotes and proposals received from M/WBEs and cannot reject M/WBEs as unqualified without sound reasons based on a thorough understanding of their capabilities. If a subcontract is not awarded to an M/WBE because the quote was not competitive, the apparent low bidder/most advantageous proposer must be able to demonstrate that the sub-bid or price quote was not competitive. The apparent low bidder/most advantageous proposer must also show that the sub-bid, price quote or proposal accepted was for the same work or supply of materials as quoted by the M/WBE. M/WBE subcontractors, suppliers or sub consultants who repeatedly fail to respond to requests for sub-bids, price quotes or proposals will be removed from the M/WBE Directory.

Commercially Useful Function

A prime contractor may count towards its M/WBE participation only expenditures to M/WBEs that perform a commercially useful function in the work of a contract. A M/WBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a M/WBE is performing a commercially useful function, the City will take into account the amount of work subcontracted, industry practices, and other relevant factors.

Consistent with normal industry practice, M/WBE subcontractors may subcontract a portion of their work. If a M/WBE contractor subcontracts a significantly greater portion of the work than would be expected on the basis of normal industry practices, the M/WBE will be presumed to not be performing a commercially useful function. The M/WBE may present evidence to the City to rebut this presumption.

Only payments to M/WBEs that perform a Commercially Useful Function (CUF) under the City's contract will count toward the BID goals. A firm is considered to perform a CUF when:

- A. It is responsible for the execution of a distinct element of work on the contract;
- B. It carries out its responsibilities by actually performing, managing, and supervising the work involved; and
- C. The M/WBE owners control the operation of the business.

BID Policy Credit (Local vs. Non-local)

BID goals for M/WBE subcontracting are set by the City Council based on the availability of M/WBEs within a designated market area. Only first tier, local (within City of Dallas limits) M/WBE participation can be counted toward achieving the goals. Participation of M/WBEs located outside City of Dallas limits will be considered as evidence of compliance with the BID Policy but are not counted towards the determination of whether the goal was achieved.

Counting M/WBE Participation

An M/WBE's certification must be kept current for the entire term of the contract for the City to continue to count the M/WBE's participation toward the BID goals. If an M/WBE's certification lapses during the performance of the contract, only payments received by the M/WBE prior to its de-certification will be counted toward the BID goals. If the M/WBE is re-certified during the term of the contract, 100% of the M/WBE's participation will be counted for the full term of the contract.

Only first tier subcontractors, suppliers or sub consultants will be counted towards the BID goal.

First tier Definition

Only local certified M/WBE subcontractors, suppliers or subconsultants with a direct contractual relationship with the prime contractor will count toward the BID goal. A prime contractor is a company or firm who is awarded a City contract by either the City Council or by Administrative Action. Contracts awarded by the City Council or by Administrative Action that are assigned to a construction manager are also considered prime contractors, with their subcontractors, suppliers and sub consultants counted as first tier.

In addition, first tier subcontractors, suppliers or subconsultants can utilize subcontractors/suppliers consistent with normal industry practice. If, however, the arrangement erodes the ownership, control or independence of the subcontractor/supplier or does not meet the commercially useful function requirement, the contractor shall receive no credit toward the City's BID goal. Also, prime contractors who have subcontractors, suppliers or sub consultants that do not perform a commercially useful function or first tier subcontractors, suppliers or sub consultants that do not perform the majority (51% of the subcontract amount, or normal industry practice) of the work on a contract will not be given credit toward the BID goal.

On contracts for alternative delivery methods for facility construction, (e.g. construction manager at risk, design build, or construction manager-agent), each construction package awarded will be required to fulfill the BID requirements for subcontractor/ supplier participation. Only the first-tier subcontracts within the awarded construction packages will be counted towards the BID goals.

Prompt Payment to the Subcontractor

State Law, V.T.C.A., Government Code Section 2251.022, requires prime contractors to pay subcontractors within ten (10) days from receipt of payment from the City.

Right to Audit

In accordance with its contracting policy, the City reserves the right to audit/review any or all parts of a project at any time. Such an audit/review may include information from the prime contractor and any subcontractors, suppliers or sub consultants.

Complaints

All complaints regarding the administration of or compliance with the City's BID Policy will be directed to City of Dallas Department of Business Development and Procurement Services. Formal complaints should be filed with the City Auditor's Office for thorough investigation.

Sanctions for Failure to Comply with BID Requirements

The failure of a contractor to adequately comply with the BID Policy shall be considered by the City in the award of future contracts.

- A. A contractor who fails to adequately document that a BID Policy was made to subcontract with M/WBE firms or to purchase significant material supplies from M/WBE firms may be denied award of the contract by the City on the grounds of nonresponsibility.

- B. If, during the performance of the contract, the contractor is found not to be fulfilling commitments to utilize M/WBE subcontractors/sub consultants and no acceptable justification has been offered by the prime, this failure to fulfill commitments may be considered in the award of future contracts and may result in the denial of such future contracts to the prime contractor.

- C. A prime contractor may be disqualified for contract awards for a three-year period upon the City Council's determination that the contractor:
 - 1. Is non-responsible based upon poor performance
 - 2. Is engaged in pass-through brokering
 - 3. Is engaged in payrolling

A 11.

**DRUG-FREE JOBSITE
ON CITY CONSTRUCTION PROJECTS**

- I. In the interest of job safety and to protect the general public, other Contractors and the Owner's employees from the consequences of accidents that are caused by Worker abuse of controlled substances on City construction projects, the Bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite, and also certifies that to further this objective it will:
 - (a) Establish a controlled substance abuse program that will test for controlled substance use:
 - (1) Employees utilized by the Bidder on this project in safety-sensitive positions; for purposes of this provision a "safety sensitive" position is a position performed at the jobsite, which if performed by a person impaired by the effects of a controlled substance, would or could:
 - (i) Pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or
 - (ii) Compromise the quality of construction in such manner as would impose a significant public safety risk in the use or operation of the City improvement in question;
 - (2) Employees when there is a reasonable suspicion that an employee is using a controlled substance on the jobsite, or off the jobsite in a manner that affects jobsite performance;
 - (3) Employees as part of a voluntary drug testing program; or
 - (4) Employees as part of or as a follow-up to counseling for or rehabilitation from abuse of a controlled substance;
 - (b) Establish a program that will test an employee utilized by the Bidders on this project in a safety-sensitive position when there is a reasonable suspicion that the employee is impaired by the effects of alcohol on the jobsite; for purposes of this provision, a safety-sensitive position is a position performed at the jobsite which, if performed by a person impaired by the effects of alcohol, would or could:
 - (1) Pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or

- (2) Compromise the quality of construction in such manner as should impose a significant public safety risk in the use or operation of the City improvement in question.
 - (c) Publish a statement notifying employees that the unlawful manufacture, distribution, selling, dispensing, possession or use of controlled substance is prohibited on the jobsite and specifying the actions that will be taken against employees for violations of such prohibitions,
 - (d) Establish a drug-free awareness program to inform employees about the danger of drug abuse on the jobsite, about the Bidder's policy regarding a drug-free jobsite, about available counseling and rehabilitation programs, and about the penalties that may be imposed upon employees for drug abuse violations occurring on the jobsite; and
 - (e) Provide a copy of the statement required by subsection (c) to all employees of the Bidders who will be involved in performance of the Contract.
- II Employees who test positive for controlled substance use in one of the tests conducted pursuant to paragraph I.(a), or who are impaired by the effects of alcohol on the jobsite pursuant to paragraph I.(b), shall be considered unfit for purposes of Item 108.4 of the Standard Specifications for Public Works Construction, Fourth Edition, As Amended
- III For purposes of Section I. above, the term "controlled substance" means a drug substance or immediate precursor listed in Schedules I through V of Subchapter 2 or Penalty Groups 1 through 4 of Subchapter 4 of the Controlled Substances Act, Article 4476-15; Texas Revised Civil Statutes.
- IV The Bidder shall be solely responsible for the maintenance and administration of the program required in Section I above. Nothing in these provisions shall be construed on the Owner's part, as authorizing, permitting or requiring the Bidder to engage in conduct that is otherwise illegal or that otherwise constitutes an unreasonable or unlawful invasion of privacy under Texas or Federal law.

A 27.

CEMENT USE ON PUBLIC PROJECTS

A 27. CEMENT USE ON PUBLIC PROJECTS

Item **303.3.6.COD: Cement Used on Public Projects - Sustainable Air Quality**, as shown in the *City of Dallas Addendum to the North Central Texas Council of Governments Public Works Construction Standards (Fourth Edition, October 2004), Latest Edition*, is hereby replaced with the following:

(Page 303-14. Add the following:)

303.3.6.COD: CEMENT USED ON PUBLIC PROJECTS – SUSTAINABLE AIR QUALITY:

(A) Pursuant to Section 271.907 of the Texas Local Government Code, as amended, the OWNER will give a bid preference to the Bid of a CONTRACTOR who certifies in the Bid that, in the purchase of concrete or other products using Portland cement in construction of the Project, the CONTRACTOR will utilize Portland Cement from manufacturers who:

- (1) are in compliance with all applicable state and federal environmental standards relating to the emission of NO_x, including all applicable TCEQ and EPA rules and regulations; and
- (2) operate kilns with emissions that exceed the standards for NO_x emissions set out in 30 Tex. Admin. Code § 117.3110(a)(1)-(4) (as provided presently and as may be amended in the future) by the following percentage amounts:
 - (a) for each long wet kiln, 10 percent lower than the standard for long wet kilns located in Ellis County, Texas as set out in 30 Tex Admin Code § 117.3110(B);
 - (b) for each long dry kiln, 20 percent lower than the standard for long dry kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(2);
 - (c) for each preheater kiln, 20 percent lower than the standard for preheater kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(3); and
 - (d) for each preheater-precalciner or precalciner kiln, 35 percent lower than the standard for preheater-precalciner and precalciner kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(4). *[Reference: City Council Resolution No. 11-0657, passed by the Dallas City Council on March 9, 2011.]*

- (B) The preference shall apply only to the extent that the CONTRACTOR'S Bid, as certified, is not greater than 105 percent of the lowest responsible Bid of a CONTRACTOR who does not or cannot certify that it will utilize Portland cement from a cement kiln meeting the above-mentioned emission standards. The OWNER reserves the right to pursue any remedies it has under the CONTRACT Documents in the event the CONTRACTOR falsely certifies to the requirements stated above, including but not limited to termination of the CONTRACT, adverse evaluation at final completion of the CONTRACT, or debarment from participation in future construction contracts the OWNER may advertise or award. The OWNER also reserves the right to reject any load or item of Portland cement, concrete, or other product containing Portland cement delivered in the event it is discovered that the Portland cement used in the load or item was not manufactured as certified.
- (C) When a bidding preference has been granted as provided herein and any load or item of Portland cement, concrete, or other product which contains Portland cement is delivered to the Project site for use, the CONTRACTOR shall obtain and present to the OWNER a sworn-to certification, using a certification form approved by the OWNER, from the Portland cement or concrete manufacturer that the load or item delivered contains no Portland cement other than Portland cement meeting the requirements as specified in Paragraph (A). The CONTRACTOR shall also obtain a manifest for each Portland cement or concrete load showing the quantity of Portland cement or concrete delivered and the location of the manufacture of the Portland cement, along with the name of a designated representative of the Portland cement manufacturer for purposes of contact by the OWNER if necessary. On a monthly basis or other frequency desired by the OWNER, the CONTRACTOR shall furnish for inspection by the OWNER of a copy of the delivery manifests obtained. The CONTRACTOR shall certify in writing that the manifests are true and correct to the best of the CONTRACTOR'S knowledge. Notwithstanding the manufacturer's certification, the CONTRACTOR will be held responsible in the event the OWNER discovers that the cement used was not manufactured in accordance with the requirements of Paragraph (A).
- (D) The OWNER reserves the right to pursue any remedies it has under the CONTRACT Documents in the event the CONTRACTOR fails to comply with this materials specification, including but not limited to termination of the CONTRACT, adverse evaluation at final completion of the CONTRACT, or debarment from participation in future construction contracts the OWNER may advertise or award. The OWNER also reserves the right to reject any load or item of Portland cement, concrete, or other product containing Portland cement delivered in the event it is discovered that the Portland cement used in the load or item was not manufactured as certified.
- (E) Copies of the required forms are found on the following pages:

CEMENT PREFERENCE CERTIFICATION

I, _____, the _____ [state title of officer of company] of _____ [legal name of bidder company], do hereby certify that my bid for concrete products utilizes Portland cement produced by vendors who:

- (1) are in compliance with all applicable state and federal environmental standards relating to the emission of NOx, including all applicable TCEQ and EPA rules and regulations; and
- (2) operate kilns with emissions that exceed the standards for NOx emissions set out in 30 Tex. Admin. Code § 117.3110(a)(1)-(4) (as provided presently and as may be amended in the future) by the following percentage amounts:
 - (a) for each **long wet kiln**, 10 percent lower than the standard for long wet kilns located in Ellis County, Texas as set out in 30 Tex. Admin. Code § 117.310(a)(1)(B) **[As of 3-9-11, wet kiln NOx emissions can NOT exceed 3.6 lbs per ton of clinker produced.]**;
 - (b) for each **long dry kiln**, 20 percent lower than the standard for long dry kilns located in Ellis County, Texas, as set out in 30 Texas. Admin. Code § 117.3110(a)(2) **[As of 3-9-11, dry kiln NOx emissions can NOT exceed 4.1 lbs per ton of clinker produced.]**;
 - (c) for each **preheater kiln**, 20 percent lower than the standard for preheater kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(3) **[As of 3-9-11, preheater kiln NOx emissions can NOT exceed 3.0 lbs per ton of clinker produced.]**; and
 - (d) for each **preheater-precalciner or precalciner kiln**, 35 percent lower than the standard for preheater-precalciner and precalciner kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(4) **[As of 3-9-11, preheater-precalciner or precalciner kiln NOx emissions can NOT exceed 1.8 lbs per ton of clinker produced.]**

BIDDER:

Print Name and Title

SUBSCRIBED and SWORN TO before me this ____ day of _____, 20__.

[Seal]

Notary Public, State of Texas

My commission expires: _____

CONCRETE/CEMENT DELIVERY CERTIFICATION

I, _____, the _____ [state title of officer of company] of _____ [legal name of Portland cement or concrete manufacturer], do hereby certify that the concrete/cement products delivered between _____ and _____ to the City of Dallas project known as _____ utilizes Portland cement produced by vendors who:

- (1) are in compliance with all applicable state and federal environmental standards relating to the emission of NOx, including all applicable TCEQ and EPA rules and regulations; and
- (2) operate kilns with emissions that exceed the standards for NOx emissions set out in 30 Tex. Admin. Code § 117.3110(a)(1)-(4) (as provided presently and as may be amended in the future) by the following percentage amounts:
 - (a) for each **long wet kiln**, 10 percent lower than the standard for long wet kilns located in Ellis County, Texas as set out in 30 Tex. Admin. Code §117.310(a)(1)(B) **[As of 3-9-11, wet kiln NOx emissions can NOT exceed 3.6 lbs per ton of clinker produced.]**;
 - (b) for each **long dry kiln**, 20 percent lower than the standard for long dry kilns located in Ellis County, Texas, as set out in 30 Texas. Admin. Code §117.3110(a)(2) **[As of 3-9-11, dry kiln NOx emissions can NOT exceed 4.1 lbs per ton of clinker produced.]**;
 - (c) for each **preheater kiln**, 20 percent lower than the standard for preheater kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Cod §117.3110(a)(3) **[As of 3-9-11, preheater kiln NOx emissions can NOT exceed 3.0 lbs per ton of clinker produced.]**; and
 - (d) for each **preheater-precalciner or precalciner kiln**, 35 percent lower than the standard for preheater-precalciner and precalciner kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code §117.3110(a)(4) **[As of 3-9-11, preheater-precalciner or precalciner kiln emissions can NOT exceed 1.8 lbs per ton of clinker produced.]**.

CONCRETE/CEMENT MANUFACTURER:

Print Name and Title

SUBSCRIBED and SWORN TO before me this ____ day of _____, 20__.

[Seal]

Notary Public, State of Texas

My commission expires: _____

A 28.

**ENVIRONMENTAL POLICY
&
OCCUPATIONAL SAFETY
&
HEALTH PROGRAM**



Environmental Policy

The City of Dallas is committed to a clean, safe, and healthy environment. As such, we will exercise environmental stewardship in our dealings with employees, other governments, citizens, City contractors, business and others in the community for our world today as well as for future generations. Caring for the environment is one of our core values, and this is demonstrated by ensuring our activities are in harmony with the natural world around us.

This commitment is embodied by the following actions:

- ❖ Implementation of programs and procedures with an intent to meet or exceed all applicable environmental laws and regulations.
- ❖ Continual improvement of our environmental performance through proactive environmental management and self-assessments and/or third-party assessments.
- ❖ Prevention of pollution at its source through implementation of best management practices and resource conservation measures to reuse, reclaim, and recycle materials we generate.
- ❖ Utilization of Environmental Management Systems, as appropriate for our operations, to provide a framework for systematically reviewing and reducing our environmental footprint.
- ❖ Employees will abide by all environmental regulations and demonstrate environmental compliance in their daily work practices.
- ❖ Educate City employees on Dallas' environmental policies and motivate and encourage employees to practice environmental stewardship by raising awareness and sensitivity to environmental issues through City policies, regulations, training, and interactive dialogue.
- ❖ Outreach to the citizens and businesses of our community by communication of this Policy and education on the importance of environmental stewardship for clean air and water and sustainable development for the City of Dallas.

Approved by Dallas City Council January 26, 2005.

Signed


T.C. Broadnax
City Manager



Política Ambiental

La Ciudad de Dallas tiene el compromiso de mantener un medio ambiente limpio, seguro y sano. Y por ende atenderemos al cuidado ambiental en nuestras relaciones con los empleados, otros gobiernos, ciudadanos, contratistas de la Ciudad, negocios y otros individuos de la comunidad, para bien de nuestro mundo de hoy y de las futuras generaciones. El cuidado del medio ambiente es uno de nuestros valores esenciales, y eso se demuestra asegurando que nuestras actividades estén en armonía con el mundo natural que nos rodea.

Este compromiso se manifiesta en las siguientes medidas:

- ❖ Puesta en práctica de programas y procedimientos con la intención de cumplir con, o rebasar en el cumplimiento de, todas las leyes y reglamentaciones ambientales pertinentes.
- ❖ Mejora continua de nuestro desempeño ambiental a través de control ambiental proactivo y de autoevaluaciones y/o evaluaciones de terceros.
- ❖ Prevención de la contaminación en su origen mediante la puesta en práctica de las mejores prácticas de control y de medidas de conservación de recursos para reutilizar, recuperar y reciclar materiales que generamos.
- ❖ Utilización de Sistemas de Control Ambiental (Environmental Management Systems), según sea apropiado para nuestras operaciones, a fin de proveer una estructura para revisar y reducir de forma sistemática las huellas que dejamos en el medio ambiente.
- ❖ Los empleados deberán respetar todas las reglamentaciones ambientales y demostrar cumplimiento con lo establecido respecto al medio ambiente en sus prácticas laborales diarias.
- ❖ Educar a los empleados de la Ciudad con relación a las políticas ambientales de Dallas, y motivar y exhortar a los empleados a practicar el cuidado del medio ambiente a través de la elevación de la conciencia y la sensibilidad respecto a los asuntos ambientales mediante políticas, reglamentaciones, capacitación y diálogo interactivo por parte de la Ciudad.
- ❖ Llegar a los ciudadanos y negocios de nuestra comunidad a través de la comunicación de esta Política y de educación sobre la importancia del cuidado del medio ambiente para tener aire y agua limpios y desarrollo sostenible de la Ciudad de Dallas.

Aprobado por el Concejo de la Ciudad de Dallas el 26 de enero de 2005.

Firmado por 
T.C. Broadnax
Administradora de la Ciudad

City of Dallas

Occupational Safety and Health Policy

The City of Dallas strives to demonstrate excellence in protecting people and property, and minimizing exposure to financial loss. Every employee, contractor, and visitor or guest to our facilities will be encouraged to take personal responsibility for Safety by adhering to the following principles:

- **Safety:** Maintain a Safe workplace, plan our work, perform it safely and ensure accountability for the Safety of ourselves, co-workers, and guests.
- **Health:** Commitment to prevention of injuries and ill health within our workplace and community.
- **Compliance:** Achieve and comply with applicable legal requirements to which the City subscribes that relate to its Occupational Safety and Health hazards.
- **Community:** Maintain open, proactive and constructive relationships with our employees, neighbors, regulators, and other stakeholders.
- **Continual Improvement:** Make continual improvements in Occupational Safety and Health performance.

The Occupational Safety and Health program will undergo an annual review of the City's progress on meeting its goals and adherence to this policy and be sensitive to financial responsibility when reviewing compliance objectives.


T.C. Broadnax, City Manager

2/1/17
Date



Approved by Dallas City Council 02/11/09
Rev. 3


Ciudad de Dallas

Política de salud y seguridad ocupacional

La ciudad de Dallas se esfuerza en demostrar la excelencia en la protección de personas y bienes y minimizar la exposición a pérdidas financieras. Cada empleado, contratista y visitante o invitado a nuestras instalaciones se verán alentados a asumir la responsabilidad personal de seguridad adhiriéndose a los principios siguientes:

- **Seguridad:** Mantener un lugar de trabajo seguro, planificar nuestro trabajo, realizar de manera segura y asegurar la responsabilidad por la seguridad de nosotros mismos, colaboradores e invitados.
- **Salud:** Compromiso con la prevención de lesiones y problemas de salud en nuestro lugar de trabajo y comunidad.
- **Cumplimiento de normas:** Lograr y cumplir con requisitos legales aplicables que suscribe la ciudad que se relacionan con sus riesgos de seguridad y salud ocupacionales.
- **Comunidad:** Mantener relaciones abiertas, proactivas y constructivas con nuestros empleados, vecinos, reguladores y otras partes interesadas.
- **La mejora continua:** Continúas mejoras en el desempeño de seguridad y salud ocupacional.

El programa de seguridad y salud ocupacional a someterse a un examen anual de progreso de la ciudad en el cumplimiento de sus metas y el cumplimiento de esta política y ser sensible a la responsabilidad financiera al revisar los objetivos de cumplimiento.



T.C. Broadnax, administrador de la ciudad

2/1/17

Fecha



Aprobado por el Concejo Municipal de Dallas 11/02/09

3 Rev

PART "T"

TECHNICAL SPECIFICATIONS

DALLAS WATER UTILITIES
City of Dallas, Texas



SPECIAL SPECIFICATIONS FOR CONSTRUCTION OF
FIVE MILE CREEK WW PIPE REPLACEMENT
GLENDALE PARK
FROM E. LEDBETTER DR. TO FRIO DR.
PID 6358

Contract No. 18-285/286E
Construction Contract No. 21-124

April 2021



FNI PROJECT NO. DWU18569

SECTION 7.1

CIRCULAR FIBERGLASS WASTEWATER PIPE – DIRECT BURY

PART 1: GENERAL

1.1 Scope of Work

This specification designates the requirements for Fiberglass (Glass-Fiber- Reinforced Thermosetting-Resin) Sewer Pipe (RTRP). Centrifugally Cast or Filament Wound manufacturing process is acceptable.

PART 2: QUALITY ASSURANCE

All Pipes, joints, and fittings supplied under this specification to, as a minimum, conform to the requirements of ASTM D-3262 or ASTM D-3754. Where there is a conflict between the ASTM minimum requirements and the higher performance requirements in this specification, this specification will govern.

2.1 Reference Standards

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made a part hereof by such reference and shall be the latest edition and revision thereof.

ASTM D-3681	Test Method for Chemical Resistance of "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe in a Deflected Condition.
ASTM D-3262	Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe.
ASTM D-3754	Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pressure Pipe.
ASTM D-4161	Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Joints Using Flexible Elastomeric Seals.
ASTM F-477	Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
ASTM D-2412	Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.

2.2 Submittals

- Contractor shall furnish, prior to use of the materials, satisfactory written certification of the manufacturer's compliance with the standards and requirements of this specification.
- Prior to the shipment of fiberglass reinforced pipe for this project submit manufacturer's QA/QC test reports showing the pipe was manufactured and tested in accordance with all standards specified and referenced herein.
- Submit detailed shop drawings and product data for all pipe, fittings, and appurtenances specified in this Section. Product data submittals shall include the following as a minimum: details of the proposed pipe; properties and strengths of the pipe; joint details; instructions on storage, handling, transporting, and installation; standard catalog sheets; and material certifications.
- The Contractor shall submit pipe thickness and stiffness calculations, design data and specification data sheets prepared and stamped by a Registered Professional Engineer of the State of Texas listing all parameters used in the fiberglass reinforced pipe design and thickness calculations based on AWWA M45. Load calculations shall include jacking load resistance, buckling resistance, pipe deflection, pipe wall strain cracking and wall crushing load.
- Submit full ASTM D3681 Corrosion Test report demonstrating the pipes meet the long-term corrosion requirements of these specifications along with the current annual reconfirmation report. Tests shall be based on the product manufactured at the manufacturing facility proposed to produce the pipe for this project. Data from other manufacturing facilities are not acceptable.
- Manufacturer's quality control manager shall have a minimum of 5 years of service in the QC of fiberglass pipe. QC's resume/history to be submitted as proof of minimum experience requirement.
- Product data submittals to include the following as a minimum:
 - Details of the proposed pipe.
 - Details of proposed manholes.
 - Properties, strengths, etc. of the pipe.
 - Joint detail drawing, including maximum interior joint gap opening, in the deflected position and in the straight alignment.

- Instructions on storage, handling, transportation, and pipe installation.
- Standard catalog sheets.
- Gasket type and composition showing ability to withstand the chemicals and conditions within sanitary sewers.
- Pipe laying schedule.
- Connections to all proposed structures including water stop.
- Special fittings.
- Methods of maintaining grade and position during installation and grouting.
- Methods of testing pipe deflection after installation.
- Methods for achieving designed buoyancy resistance, assuming empty pipe.

PART 3: PRODUCTS

3.1 Materials

3.1.1 Resin Systems

The manufacturer to use only approved quality polyester, vinyl ester or epoxy resin systems for which he can provide a proven history of performance in this particular application. The historical data to have been acquired from a composite material of similar construction and composition as the proposed product.

3.1.2 Glass Reinforcements

The reinforcing glass fibers used to manufacture the components to be of highest quality commercial grade E-glass filaments with binder and sizing compatible with impregnating resins.

3.1.3 Silica Sand

Sand shall be minimum 98% silica with a maximum moisture content of 0.2%.

3.1.4 Fillers

Sand may be used. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%.

3.1.5 Additives

Resin additives, such as curing agents, pigments, dyes, fillers, thixotropic agents, etc., when used, shall not detrimentally effect the performance of the product nor are they to impair visual inspection of the finished product.

3.1.6 Elastomeric Gaskets

Gaskets shall be full faced EDPM or Nitrile rubber exceeding ASTM F477 supplied by qualified gasket manufacturers and be suitable for the environment found in sanitary sewers.

3.2 **Design**

- All RTRP or RPMP sewer pipe shall be in accordance with ASTM D-3262 or ASTM D-3754. The stiffness is to be measured in accordance with ASTM D-2412 and in no case shall the stiffness be less than SN46.
- The design calculations shall be based on the following loading conditions:

Soil Density	132 lb./ft ³ (min.)
Live Loading	Negligible
Max. Depth of Soil Cover Above Pipe Crown	See Profile
Max. Hydrostatic Head Above Pipe Crown	25 feet
Min. Internal Pressure	18 psi
Max. Modulus of Soil Reaction (E') for Initial Pipe Deflection	750
Surge Pressure	0 psi

PART 4: EXECUTION

4.1 **Manufacture and Construction**

4.1.1 Pipes

Manufacture pipe by the centrifugal casting process are to result in a dense, nonporous, corrosion-resistant, consistent composite structure. Pipes shall be Type 1, Liner 2, and Grade 3. The interior surface of the pipes exposed to sewer flow shall be manufactured using a resin with a 50% elongation-to-break (minimum) when tested in accordance with D638. The resin rich interior surface shall provide superior crack resistance and abrasion resistance. The exterior surface of the pipes shall be comprised of a sand and resin layer to provide UV protection to the exterior.

4.1.2 Joints

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize full faced EDPM rubber elastomeric sealing gaskets as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161. Joints at tie-ins, when needed, may utilize gasket-sealed closure couplings.

4.1.3 Fittings

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall be capable of withstanding all operating conditions when installed. They may be contact molded or manufactured from mitered sections of pipe joined by glass-fiber-reinforced overlays. Properly protected standard ductile iron, fusion-bonded epoxy-coated steel and stainless steel fittings may also be used.

4.2 **Dimensions**

4.2.1 Diameter

The actual inside diameter (18" to 126") of the pipes shall be in accordance with approved manufacture's published dimensions.

4.2.2 Lengths

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be nominal +1, -4 inches. Shorter joints may be required for installation in curves or other installation restrictions and shall be approved by the engineer.

4.2.13 Wall Thickness

The minimum wall thickness shall be 100% or greater of the stated design thickness. Wall thickness shall be gauged at the thinnest pipe section. Average wall thicknesses will not be acceptable.

4.2.4 End Squareness

Pipe ends shall be square to the pipe axis with a maximum tolerance of 1/8".

4.2.5 Tolerance of Fittings

The tolerance of the angle of an elbow and the angle between the main and leg of a wye or tee to be ± 2 degrees. The tolerance on the laying length of a fitting to be ± 2 inches.

4.3 Deflection

A pipe submittal will be required from the manufacturer indicating the inside diameter of the pipe to be installed and the manufacturing tolerances. Maximum allowable deflection is 3% (30 days after installation) and 5% long term deflection; allowable deflection will include manufacturing tolerances and will not be in addition to. If the pipe is over deflected in an "other than open cut" section, either before or after grouting, it shall be removed and new pipe will be installed, or a quality, structurally sound repair agreed upon by the owner will be made.

4.3 Testing

- The physical properties and characteristics of the pipes used in the project to have been determined by prototype testing of the manufactured product. These tests need not be conducted specifically for this project if prior tests on similar product of the same stiffness class and diameter have been previously completed. The Contractor is to obtain copies of all test results which must be retained and are to be made available to the Engineer.
- Pipes – Pipes shall be manufactured and tested in accordance with ASTM D3262. Where minimum values differ between ASTM D3262 and the higher values of this specification; this specification will govern.
- Joints - Coupling joints to be qualified per the tests of Section 7 of ASTM D-4161.
- Stiffness – Minimum pipe stiffness when tested in accordance with ASTM D2412 shall normally be 46 psi.
- Strain Corrosion – The extrapolated 50 year strain corrosion value shall not be less than 120% of the minimum value stated in ASTM D3262 section 6 and as tested per ASTM D3681.
- Installed Pipe - Joints are to be individually tested in accordance with section 507 of the NCTCOG Public Works Construction Standards and the City of Dallas Addendum thereto. Total seepage in infiltration of ground water for both the pipe and the joint shall be zero (0).
- Rejected pipe must be identified by the manufacturer in a manner that will insure it will not be used on this project. The owner must agree to the method of identification of rejected pipe.

4.5 Marking

Each pipe shall be clearly marked on the exterior surface of the pipe barrel with the nominal diameter, pipe stiffness, date of manufacture, the name or trademark of the manufacturer and the manufacturer's Quality Assurance stamp of approval in

accordance with ASTM standards. Marking shall be indented on the pipe sections or painted thereon with waterproof paint.

4.6 Installation

- Burial

The bedding and burial of pipe and fittings shall be in accordance with the project plans and specifications and the manufacturer's requirements.

- Pipe Handling

Use textile slings, other suitable materials or a forklift. Use of chains or cables is prohibited.

- Jointing

- Clean ends of pipe and coupling components.
- Apply joint lubricant to pipe ends and elastomeric seals of coupling.
- Use only lubricants approved by the pipe manufacturer.
- Do not exceed forces recommended by the manufacturer for coupling pipe.
- Join pipes in straight alignment then deflect to required angle. Deflection angles exceeding the deflection permitted by the manufacturer is prohibited.

PART 5: METHOD FOR MEASUREMENT AND PAYMENT

Method of Measurement and Payment for the work included in this section will be in accordance with the payment schedule in the Bid Proposal.

****END OF SECTION****

SECTION 7.2

NON-CIRCULAR FIBERGLASS WASTEWATER PIPE

PART 1: GENERAL

1.1 Scope of Work

This specification designates the requirements for Fiberglass Reinforced Polymer Mortar Sewer Pipe (FRPM).

PART 2: QUALITY ASSURANCE

All Pipes, joints, and fittings supplied under this specification to, as a minimum, conform to the requirements of ISO and ASTM Standards. Where there is a conflict between the ISO or ASTM minimum requirements and the higher performance requirements in this specification, this specification will govern.

2.1 Reference Standards

This specification references standard specifications, which are made a part hereof by such reference and shall be the latest edition and revision thereof.

ISO 16611:2017(E) “Plastics piping systems for drainage and sewerage without pressure - Non-circular pipes and joints made of glass-reinforced thermosetting plastics (GRP/FRP) based on unsaturated polyester resins (UP) - Dimensions, requirements and tests.”

ISO 10952 “Plastics piping systems - Glass-reinforced thermosetting plastics (GRP/FRP) pipes and fittings - Determination of the resistance to chemical attack for the inside of a section in a deflected condition.”

ASTM D-3262 Standard Specifications for Fiber Glass (Glass Fiber Reinforced Thermosetting Resin) Sewer Pipe.

ASTM D-3681 Specification for “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Pressure Pipe.

ASTM D-4161 Specification for "Fiberglass" (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Joints Using Flexible Elastomeric Seals.

2.2 Submittals

- Contractor shall furnish, prior to use of the materials, satisfactory written certification of the manufacturer's compliance with the standards and requirements of this specification.
- Prior to the shipment of fiberglass reinforced pipe for this project submit manufacturer's QA/QC test reports showing the pipe was manufactured and tested in accordance with all standards specified and referenced herein.
- Submit detailed shop drawings and product data for all pipe, fittings, and appurtenances specified in this Section. Product data submittals shall include the following as a minimum: details of the proposed pipe; properties and strengths of the pipe; joint details; instructions on storage, handling, transporting, and installation; standard catalog sheets; and material certifications.
- The Contractor shall submit pipe thickness and stiffness calculations, design data and specification data sheets prepared and stamped by a Registered Professional Engineer of the State of Texas listing all parameters used in the fiberglass reinforced pipe design and thickness calculations based on AWWA M45. Load calculations shall include jacking load resistance, buckling resistance, pipe deflection, pipe wall strain cracking and wall crushing load.
- Submit full ASTM D3681 Corrosion Test report demonstrating the pipes meet the long-term corrosion requirements of these specifications along with the current annual reconfirmation report. Tests shall be based on the product manufactured at the manufacturing facility proposed to produce the pipe for this project. Data from other manufacturing facilities are not acceptable.
- Manufacturer's quality control manager shall have a minimum of 5 years of service in the QC of fiberglass pipe. QC's resume/history to be submitted as proof of minimum experience requirement.
- Product data submittals to include the following as a minimum:
 - Details of the proposed pipe.
 - Details of proposed manholes.
 - Properties, strengths, etc. of the pipe.
 - Joint detail drawing, including maximum interior joint gap opening, in the deflected position and in the straight alignment.
 - Instructions on storage, handling, transportation, and pipe installation.

- Standard catalog sheets.
- Gasket type and composition showing ability to withstand the chemicals and conditions within sanitary sewers.
- Pipe laying schedule.
- Connections to all proposed structures including water stop.
- Special fittings.
- Methods of maintaining grade and position during installation and grouting.
- Methods of testing pipe deflection after installation.
- Methods for achieving designed buoyancy resistance, assuming empty pipe.

PART 3: PRODUCTS

3.1 Materials

3.1.1 Resin Systems

The manufacturer to use only approved quality polyester, vinyl ester or epoxy resin systems for which he can provide a proven history of performance in this particular application. The historical data to have been acquired from a composite material of similar construction and composition as the proposed product.

3.1.2 Glass Reinforcements

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade ECR-glass filaments with binder and sizing compatible with impregnating resins.

3.1.3 Silica Sand

Sand shall be minimum 98% silica with a maximum moisture content of 0.2%.

3.1.4 Fillers

Sand may be used. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%.

3.1.5 Additives

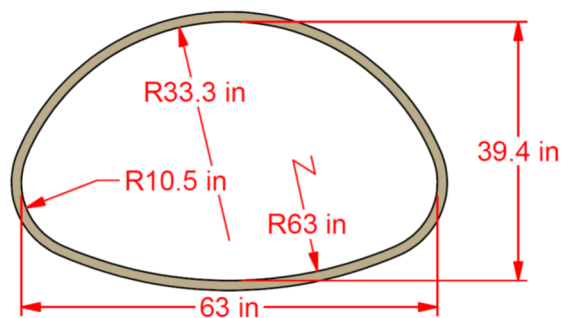
Resin additives, such as curing agents, pigments, dyes, fillers, thixotropic agents, etc., when used, shall not detrimentally effect the performance of the product nor are they to impair visual inspection of the finished product.

3.1.6 Elastomeric Gaskets

Gaskets shall be full faced EDPM or Nitrile rubber exceeding ASTM F477 supplied by qualified gasket manufacturers and be suitable for the environment found in sanitary sewers.

3.2 **Design**

- Design shall use Finite Element Analysis (FEA) software to confirm minimum thickness is adequate for intended service.
- The manufacturer shall meet the following required shape:



- Design should incorporate a minimum design lift of 50 years and a minimum factor of safety of 2.0.
- The design calculations shall be based on the following loading conditions:

Soil Density	132 lb./ft ³ (min.)
Live Loading	Negligible
Max. Depth of Soil Cover Above Pipe Crown	See Profile
Max. Hydrostatic Head Above Pipe Crown	25 feet
Min. Internal Pressure	18 psi
Max. Modulus of Soil Reaction (E') for Initial Pipe Deflection	750
Surge Pressure	0 psi

PART 4: EXECUTION

4.1 Manufacture and Construction

4.1.1 Pipes

The pipe shall be manufactured using a programmed, mandrel process utilizing continuous & chopped glass fiber reinforcements in the circumferential direction or to maintain structural integrity and leak tightness. The pipe shall be manufactured using a programmed, mandrel process utilizing continuous & chopped glass fiber reinforcements in the circumferential direction or to maintain structural integrity and leak tightness. The laminate shall consist of multiple layers of glass matting and resin. Liner should use a thermosetting resin layer with aggregates or fillers with or without reinforcement of glass. The surface exposed to the sewer/chemical environment shall be resin rich and shall limit any exposed fibers. Both internal and external surface shall be free from irregularities which would impair the ability of the component to conform to the requirements of this document. The pipe shall be as uniform as commercially practical in color, ovality, density, and other physical properties. Pipe and fittings shall be manufactured in the United States in compliance with federal mandates.

4.1.2 Joints

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize full faced EDPM rubber elastomeric sealing gaskets as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ISO 16611 & ASTM D4161. Joints at tie-ins, when needed, may utilize gasket-sealed closure couplings.

4.1.3 Fittings

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall be capable of withstanding all operating conditions when installed.

4.2 Dimensions

4.2.1 Size

Contractor shall field verify the size, shape perimeter of the tunnels, shafts, and connections prior to fabrication of the liner. For non-round shapes, the manufacturer is permitted to introduce a slight curvature to the straight sides of the shape(s) shown in the contract drawings when required for manufacturing. For sharp intersections, the manufacturer is permitted to introduce a curvature when required for manufacturing. Pipe circumference shall be one piece. Segmental longitudinal joining systems are not allowed.

4.2.2 Lengths

Pipe shall be supplied in nominal lengths of 10 ft. When required by radius curves, pit size, sewer irregularities, etc., pipe may be supplied in shorter lengths.

4.2.13 Wall Thickness

shall be not less than the wall thickness stated in this document or the stated minimum required by the Finite Element Analysis (FEA) design provided by the pipe manufacturer, whichever is more stringent.

4.2.4 End Squareness

Pipe ends shall be square to the pipe axis. All points around each end of liner unit shall fall within ¼-inch.

4.2.5 Tolerance of Fittings

The tolerance of the angle of an elbow and the angle between the main and leg of a wye or tee to be ± 2 degrees. The tolerance on the laying length of a fitting to be ± 2 inches.

4.3 **Deflection**

A pipe submittal will be required from the manufacturer indicating the inside diameter of the pipe to be installed and the manufacturing tolerances. Maximum allowable deflection is 3% (30 days after installation) and 5% long term deflection; allowable deflection will include manufacturing tolerances and will not be in addition to. If the pipe is over deflected in an "other than open cut" section, either before or after grouting, it shall be removed and new pipe will be installed, or a quality, structurally sound repair agreed upon by the owner will be made.

4.3 **Testing**

- The physical properties and characteristics of the pipes used in the project to have been determined by prototype testing of the manufactured product. These tests need not be conducted specifically for this project if prior tests on similar product of the same stiffness class and diameter have been previously completed. The Contractor is to obtain copies of all test results which must be retained and are to be made available to the Engineer.
- Pipes – Pipes shall be manufactured and tested in accordance with ASTM D3262. Where minimum values differ between ASTM D3262 and the higher values of this specification; this specification will govern.
- Joints - Coupling joints to be qualified per the tests of Section 7 of ASTM D-4161.

- Stiffness – Minimum pipe stiffness when tested in accordance with ASTM D2412 shall normally be 46 psi.
- Strain Corrosion – Pipe to have minimum service life of 100 years per strain-corrosion testing.
- Installed Pipe - Joints are to be individually tested in accordance with section 507 of the NCTCOG Public Works Construction Standards and the City of Dallas Addendum thereto. Total seepage in infiltration of ground water for both the pipe and the joint shall be zero (0).
- Rejected pipe must be identified by the manufacturer in a manner that will insure it will not be used on this project. The owner must agree to the method of identification of rejected pipe.

4.5 **Marking**

Identify each pipe with the name of manufacturer, plant location, code date of manufacturer, nominal size (BN x HN), description “gravity pipe” and ISO 16611.

4.6 **Installation**

- Burial

The bedding and burial of pipe and fittings shall be in accordance with the project plans and specifications and the manufacturer’s requirements.

- Pipe Handling

Use textile slings, other suitable materials or a forklift. Use of chains or cables is prohibited.

- Jointing

- Clean ends of pipe and coupling components.
- Apply joint lubricant to pipe ends and elastomeric seals of coupling.
- Use only lubricants approved by the pipe manufacturer.
- Do not exceed forces recommended by the manufacturer for coupling pipe.
- Join pipes in straight alignment then deflect to required angle. Deflection angles exceeding the deflection permitted by the manufacturer is prohibited.

PART 5: METHOD FOR MEASUREMENT AND PAYMENT

Method of Measurement and Payment for the work included in this section will be in accordance with the payment schedule in the Bid Proposal.

****END OF SECTION****

SECTION 7.3

PRECAST REINFORCE POLYMER CONCRETE MANHOLE

PART 1: GENERAL

1.1 Scope of Work

This specification designates the requirements acid resistant precast reinforced polymer concrete manhole.

PART 2: QUALITY ASSURANCE

2.1 Design Criteria

- Precast reinforced concrete manhole shall conform to:
 - Requirements of ASTM C857 and C858 for underground precast concrete utility structures.
 - AASHTO LRFD HL-93 design live loading applied to manhole cover and transition and base slabs.
 - Dead load of manhole sections fully supported by transition and base slabs.
 - Be designed for the specific site conditions and construction document requirements.
 - Be designed to resist buoyant forces due saturated soil.
 - Wall and slab minimum thicknesses shall be as calculated to resist design forces, but shall not be less than that required for: manufacture and handling; proper embedment of access hatch; proper installation of pipe penetration seal.

2.2 Test Requirements

- For testing of precast (machine-made) manholes, a minimum of four test cylinders for design compressive strength shall be made for each day's production run of each size and class of culvert section. Strength tests for each production run will be based on the average strength of two cylinders which may be tested any time after completion of the specified curing period. When design strength is attained on the initial test, further tests on that run will not be required. Should the initial test fail to meet the design strength, subsequent tests shall be made at 28 days unless additional test cylinders were made during production of that run. Failure

to attain design compression strength by the 28-day test will result in rejection of the run represented by the test. Equipment required for testing for precast (machine-made) manholes shall be furnished by the fabricator. Cylinders for compressive strength tests shall be made in accordance with ASTM C31.

2.3 Permissible Variations

- Tolerances for precast sections shall conform to ASTM C858.
- Deviations from the above tolerances will be acceptable if the sections can be fitted at the plant or job site and it is determined that an acceptable joint can be made. For this condition an acceptable joint is:
 - When two sections are fitted together on a flat surface, in proper alignment and in the position they will be installed, the longitudinal opening at any point shall not exceed 1 inch. Sections fitted together at the plant and accepted in this manner shall be match-marked for installation.

2.4 Inspection

- The quality of materials, the process of manufacture, and the finished manhole shall be subject to inspection and approval by the Owner or an authorized representative at the manufacturing plant. In addition, the manhole shall be subject to further inspection by the Owner at the Project Site prior to and during installation.

2.5 Cause for Rejection

- The manhole shall be subject to rejection on account of failure to conform to any of the specification requirements. Individual sections of manhole may be rejected because of the following:
 - Fractures or cracks in the manhole.
 - Defects that indicate imperfect proportioning, mixing and molding.
 - Surface defects indicating honeycombed or open texture.
 - Damaged ends, where such damage would prevent making a structurally sound and water-tight joint.

2.6 Submittals

- Contractor shall furnish, prior to use of the materials, satisfactory written certification of the manufacturer's compliance with the standards and requirements of this specification.

- Manufacturer's product data sheets and details of following items:
 - Shop drawings of manhole sections, base units and construction details, jointing methods, manhole penetration locations, materials, and dimensions.
 - Summary of criteria used in manhole design including, as minimum, material properties, loadings, load combinations, and dimensions assumed.
 - Manufacturer's certification of compliance with ASTM Standards.
 - Materials to be used for lift hole seals.
 - Mix designs and test results.
 - Thermosetting Resin data sheets and certification.
 - Signed and sealed drawings by a Texas registered Professional Engineer.

2.7 Standards

- The applicable provisions of the following standards shall apply as if written here in their entirety:
 - American Society of Testing and Materials (ASTM) Standards:

ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C857	Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures
ASTM C858	Standard Specification for Underground Precast Concrete Utility Structures
ASTM D648	Test Method for Deflection Temperature of Plastics Under Flexural Load in Edgewise Position
ASTM D6783	Standard Specification for Polymer Concrete Pipe.
ASTM D2584	Test Method for Ignition Loss of Cured Reinforced Resins.
ASTM C923	Standard Specifications for Resilient Connectors between Concrete Manholes Structures and Pipe.
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes and Precast Box Sections using Preformed Flexible Joint Sealants
ASTM C497	Test Methods for Concrete Pipe, Manhole Sections, or Tile
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field

- American Association of State Highway and Transportation Officials (AASHTO) Standards:

AASHTO LRFDS-9	LRFD Bridge Design Specifications
AASHTO M198-08	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections using Preformed Flexible Joint Sealants

- State Department of Highways and Public Transportation, Austin, Texas.

2.8 Delivery and Storage

- Coordinate delivery with installation where possible to avoid unnecessary handling and equipment movement. When stockpiling is required, storage shall be made as close as possible to the point of installation.
- Store precast sections on level blocking in a manner acceptable to the Engineer. No load shall be placed upon them until design strength is reached and curing completed. Shipment of sections may be made when the design strength and curing requirements have been met.
- Store flexible gasket materials not on the box section, and joint lubricating compounds in a cool dry place. Gaskets and preformed plastic materials for pipe joint construction shall be kept clean, away from oil, grease, excessive heat and out of the direct rays of the sun.

PART 3: PRODUCTS

3.1 Materials

3.1.1 Mixes, Resins, Grouts

Polymer Mixture - the mixture shall consist solely of thermosetting resin sand and aggregate. No cementitious materials shall be allowed as part of the mix design matrix. All sand and aggregate shall be nonreactive in an acid environment.

Thermosetting Resin - The resin shall have a minimum of deflection temperature of 158° F when tested at 264 psi (1.820 mPa) following Test Method D 648. The resin content shall not be less than 7% of the weight of the sample as determined by test method D 2584. Resin selection shall be suitable for applications in the corrosive conditions to which the structures will be exposed.

All materials needed for grouting and patching will be a polyester mortar compound provided by the manufacturer or an approved equal by the manufacture.

Concrete strength shall be 5000 psi minimum.

3.1.2 Glass Reinforcements

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade ECR-glass filaments with binder and sizing compatible with impregnating resins.

3.1.3 Acid Resistant Manhole

Materials, manufacture and curing of acid resistant precast reinforced concrete manhole shall conform to ASTM C478. Provide base riser section with integral floors, unless shown otherwise. Manhole shall be a precast concrete structure in accordance with the Drawings and Specifications, and shall be manufactured by Armorock Polymer Concrete, 207 Heritage Ct. Sulfur Springs, TX 75482, or approved equal.

3.1.4 Lengths

Use various lengths of manhole sections in combination to provide correct height with the fewest joints.

3.1.5 Cold Applied Preformed Gaskets

Cold applied preformed gaskets shall be suitable for sealing joints of tongue and groove concrete box sections. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the gasket joint sealer shall be in accordance with the manufacturer's recommendations.

Gasket joint sealer shall be protected by a suitable removable two-piece wrapper. The two-piece wrapper shall be so designed that half may be removed longitudinally without disturbing the other half.

The chemical composition of the gasket joint sealing compound shall conform to the requirements of AASHTO M198-08 1, Type B, Flexible Plastic Gasket (Bitumen).

3.1.6 Workmanship and Finish

Manhole shall be substantially free from fractures, large or deep cracks and surface roughness. The ends of the manhole shall be normal to the walls and centerline of the

manhole within the limits of Permissible Variations specified above. The manhole exterior shall be coated with a bituminous coating for areas to be install below grade.

3.1.7 Markings

The following information shall be clearly marked on each section. Markings shall be indented on the manhole or painted thereon with waterproof paint.

- The load rating and ASTM Designation No. of the manhole.
- The date of manufacture.
- The name or trade name of the manufacturer.

PART 4: EXECUTION

4.1 Installation

- Burial

The bedding and burial of pipe and fittings shall be in accordance with the project plans and specifications and the manufacturer's requirements.

- Laying

Manhole sections shall be installed such that the bottom section(s) shall be full sections. Partial sections, if necessary, shall be utilized for the top most section only. Manhole cover shall be separate from the manhole walls.

- Jointing

Joints using cold applied preformed plastic gaskets shall be made as follows:

- A suitable primer of the type recommended by the manufacturer of the gasket joint sealer shall be brush- applied to the tongue and groove joint surfaces and the end surfaces and allowed to dry and harden. No primer shall be applied over mud, sand, dirt or sharp cement protrusions. Clean and dry the surface to the primed when primer is applied.
- Before laying the manhole in the trench, attach the plastic gasket sealer around the tapered tongue or tapered groove near the shoulder or hub of each joint. Remove the paper wrapper from one side only of the two-piece wrapper on the gasket and press firmly to the clean, dry manhole joint surface. Do no remove the outside wrapper until immediately before pushing the manhole into its final position.

- When the tongue is correctly aligned with the flare of the groove, remove the outside wrapper on the gasket and pull or push home the manhole with sufficient force and power (Back Hoe shovel, chain hoist, ratchet hoist or winch) to cause the evidence of squeeze-out of the gasket material on the side of outside around the complex manhole joint perimeter.
- When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Apply gaskets to manhole joints immediately prior to placing manhole in trench, followed by connection to previously laid box section.

PART 5: METHOD FOR MEASUREMENT AND PAYMENT

Method of Measurement and Payment for the work included in this section will be in accordance with the payment schedule in the Bid Proposal.

****END OF SECTION****

CONSTRUCTION STAKING CUT SHEET

PROJECT: 12" Water in Highland Rd., from
 Dorrington Dr. W to Jim
 Miller Rd.

PARTY: Sanders & Party

DATE: June 18, 2006

FILE NO.: 411Q 1245, Sheet 126

CONTRACT NO.: 86-211

CONTRACTOR: Lightning Const. Co.

STATION	CUT	OFFSET	LEFT	RIGHT	REMARKS
9+50	6.43	Hub		10'	1-12"x8" Tee, 1-12" Valve & 1-8" Valve
10+00	8.12	"		"	
10+50	8.22	"		"	
11+00	8.82	"		"	
11+50	9.38	"		"	
12+00	9.45	"		"	
12+50	9.29	"		"	
13+00	9.47	"		"	
13+50	9.76	"		"	
13+57.30	9.69	"		"	P.T.
14+00	9.60	"		"	
14+50	9.33	"		"	
15+00	9.16	"		"	1-12"x8" F.H. Tee, 1-6" Valve & 1-F.H.
15+50	8.95	"		"	
16+00	8.65	"		"	
16+30	7.52	"x" Conc.		"	1-12"x8" Reducer
16+33.83	7.37	"		"	1-8"x8" Tapping Sleeve/Conn. To ex. W

SAMPLE

Typed and Delivered To: _____

Date: June 19, 1999

DALLAS WATER UTILITIES						
FIVE-MILE CREEK WASTEWATER PIPE REPLACEMENT - GLENDALE PARK						
CONTRACT NO. 21-124						
TIME OF COMPLETION AS PER SPECIAL PROVISION S-6						
BIDDER'S PROPOSAL FORM SUBMITTALS:						
1 Bidder to complete yellow cells.						
2 Upload completed Proposal to Bonfire in Project Folder.						
CONTRACTOR'S NAME (Below)						
BID ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	Unit Price	Total Amount	Dollars and Cents (In Words)
3110L	12" PVC Pressure Rated Wastewater Pipe	LF	100	\$0.00	\$0.00	
3420_NC	39.4" x 63" NC RTRP Wastewater Pipe (Parallel Pipelines)	LF	2,500	\$0.00	\$0.00	
3420AJ	72" DIA. RTRP Wastewater Pipe	LF	1,650	\$0.00	\$0.00	
3560	Connection to Existing Manhole	EA	4	\$0.00	\$0.00	
5770L	Standard 12" Water Main Lowering	EA	1	\$0.00	\$0.00	
6130AJ_PC	72" Diameter Polymer Concrete Manhole	EA	8	\$0.00	\$0.00	
6140	Abandon Existing Manhole	EA	5	\$0.00	\$0.00	
6141	Vacuum Test for Wastewater Manhole	EA	8	\$0.00	\$0.00	
6160AE	48" Diameter Special Manhole	EA	2	\$0.00	\$0.00	
6260	Clearing and Grubbing	LS	1	\$0.00	\$0.00	
6800	Project Partnering	LS	1	\$0.00	\$0.00	
6905	Seed	SY	19,340	\$0.00	\$0.00	
6925	Trench Excavation Safety and Support	LF	2,900	\$0.00	\$0.00	
7041	Flowable Backfill	CY	2,500	\$0.00	\$0.00	
7045	Grout for Pipeline Abandonment	CY	1,735	\$0.00	\$0.00	
7060	Concrete Backfill	CY	2,300	\$0.00	\$0.00	
7095	Furnish and Place Dry Rip Rap (Type A)	SY	110	\$0.00	\$0.00	
7520	Temporary Paving	TN	1,530	\$0.00	\$0.00	
7530	Concrete Curb and/or Gutter	LF	1,500	\$0.00	\$0.00	
7580	Reinforced Concrete Sidewalk	SY	670	\$0.00	\$0.00	
7712	Storm Water Pollution Prevention Plan	LS	1	\$0.00	\$0.00	
7801J	8" Reinforced Concrete Pavement	SF	945	\$0.00	\$0.00	
7813	Traffic Striping	LF	750	\$0.00	\$0.00	
7816	Sawing	LF	750	\$0.00	\$0.00	
8011	Construction Surveying and Staking of Proposed Water & Wastewater Mains	LF	2,880	\$0.00	\$0.00	
8100	Mobilization for Water and Wastewater Mains	LS	1	\$0.00	\$0.00	
20500	Investigation	EA	5	\$0.00	\$0.00	
BP9999	Supplemental Wastewater Bypass Pumping	LS/DAY	10	\$0.00	\$0.00	
TOTAL AMOUNT OF BID					\$0.00	
TOTAL AMOUNT OF BID IN WORDS						

CONTRACTOR ENVIRONMENTAL PACKET

(See 107.27 of City of Dallas NCTCOG Addendum)

ENVIRONMENTAL RECORD AFFIDAVIT

For purposes of this Affidavit:

- (A) the term "Bidder/Proposer" includes any and all authorized officers, employees, agents, or other representatives of Bidder/Proposer working in that capacity on behalf of Bidder/Proposer within the past three (3) years prior to the date of this Affidavit;
- (B) the term "Environmental Laws" includes the (i) Clean Air Act, (ii) Clean Water Act, (iii) any rules, regulations, or ordinances promulgated pursuant to either of the above mentioned acts by State, Federal, or local regulatory authorities, or (iv) any other State, Federal, or local environmental law, rule, regulation, or ordinance related to the protection of the environment, including but not limited to solid waste disposal, hazardous waste disposal, illegal discharges of pollutants, and other similar environmental laws, rules, regulations, and ordinances.

I, _____, the duly authorized representative of _____ (Hereinafter called the "Bidder/Proposer"), hereby swears (or affirms) on behalf of Bidder/Proposer the following:

- (1) That Bidder/Proposer has received and read the Contractor Environmental Packet. Bidder/Proposer also understands that the Contractor Environmental Packet is not intended to be all-inclusive, but rather a guideline for environmental responsibility.

[Strike the item indicated below that does NOT apply in this Affidavit.]

- (2) That Bidder/Proposer *has not* been served with any notices of violation, or notices of enforcement, nor had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental Laws within the past three (3) years prior to the date of this Affidavit.
- (3) That Bidder/Proposer *has* been served with any notices of violation or notices of enforcement or had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental within the past three (3) years prior to the date of this Affidavit as follows:

[If item (3) applies, use a separate sheet to list the notices of violation or enforcement, and any adjudication of actual violations, along with copies of any compliance documents issued by the regulatory authority in connection with the notices or actual violation, and attach the separate sheet to this affidavit.]

Subscribed to and sworn before me on this the _____ day of _____, 20_____.

[Seal]

Notary Public
State of Texas

My Commission expires _____

NOTICE

**THE FOLLOWING BLANK SPACES IN THE CONTRACT
AND BONDS ARE NOT TO BE FILLED IN BY THE
BIDDER AT TIME OF SUBMITTING HIS PROPOSAL
THE CONTRACT AND BONDS FORMS ARE SUBMITTED AT THIS
TIME TO FAMILIARIZE THE BIDDER WITH THE FORM
OF CONTRACT AND BONDS WHICH THE SUCCESSFUL BIDDER
WILL BE REQUIRED TO EXECUTE.**

Resolution No. ____ - _____
Contract No. _____
Approved _____, 20__

STATE OF TEXAS §
 § CIVIL CONSTRUCTION SERVICES CONTRACT
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into by and between the CITY OF DALLAS, a Texas municipal corporation (hereinafter called "Owner"), and _____, a _____, with offices at _____ (hereinafter called "Contractor").

1. CONTRACT DOCUMENTS

That for the consideration stated in this Section, Contractor undertakes, covenants and agrees to perform the work described below, in every detail conforming to the advertisement, bid proposal, Owner's Standard Specifications for Public Works Construction (Fourth Edition, 2004), as amended, and all other specifications, including special provisions, addendums, plans, working drawings, and performance and payment bonds, all of which instruments are wholly incorporated by reference into this Contract as though written word for word, on a certain public work described as _____ for a sum not to exceed _____ DOLLARS (\$ _____).

2. TERMS

Defined Terms used in this Contract that are defined in the City's Standard Specifications for Public Works Construction and City's Addendum to the Standard Specifications, October 2011 Edition shall have the meanings designated in these publications.

3. CONTRACT TIME; LIQUIDATED DAMAGES

A. Contractor hereby agrees to commence the work under this Contract on a date to be specified in a work order of City's Project Engineer, and to complete fully all work hereunder as specified in Special Provision _____ of the Specifications.

B. Contractor further agrees to pay liquidated damages as specified in Special Provision _____ of the Specifications in the event the work is not substantially completed within the time or times provided in that Special Provision.

4. PAYMENTS

A. Owner agrees that between the 25th day and last day of each month for odd-numbered contracts, and between the 10th day and the 15th day of the month for even-numbered contracts, the Project Engineer will make an estimate of the value of the work done during the previous month under the Contract, based upon the prices furnished in Contractor's bid proposal, and the actual quantities of work performed as measured by the Project Engineer in accordance with the Contract. Lump sum units shall be estimated and paid on a percentage-of-completion basis. Contractor shall furnish the Project Engineer information as may be requested to aid the Project Engineer as a guide in the preparation of estimates. Contractor shall also comply, where applicable, with Item 109.5.1 of the Standard Specifications for Public Works Construction, as may be modified by the City's Addendum to the Standard Specifications. If the confirmed value of the work done since the last previous estimate exceeds \$100.00 in amount, a percentage of such confirmed sum will be paid to the Contractor about thirty (30) days after completion of the estimate. Owner shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment, or due to any payment Owner has a right to withhold under the Contract. Payment may include amounts for acceptable, non-perishable materials delivered to the work site, based on the net invoice value as presented in the Contractor's supporting information and confirmed by the Project Engineer's estimate. The percentage retained by Owner shall be as provided below. In no event shall payment for any bid item of work exceed the unit price for the item stated in Contractor's bid proposal, nor shall payment be made in excess of actual quantities of work constructed or supplied.

B. For purposes of subparagraph (a), "odd-numbered contracts" are those contracts numbered under the Dallas Water Utilities Enumeration System such that the second last digit is an odd-number (one, three, five, seven or nine); "even-numbered contracts" are those contracts numbered under the Dallas Water Utilities Enumeration System such that the second last digit is an even-number (two, four, six, eight or zero).

C. If the due date for a progress payment described above falls on a Saturday, Sunday or official City of Dallas holiday, payment will be made to Contractor on or about the first business day following the Saturday, Sunday or official City of Dallas holiday.

D. Progress payments may include payment for acceptable, non-perishable materials delivered to the worksite; payment for materials will be allowed on the same percentage basis of net invoice value as provided hereinafter. The percentage retained by Owner will be fifteen percent (15%) of the total dollar amount of work done on all contracts \$50,000 and less for which performance and payment bonds have been furnished; and ten percent (10%) of the total dollar amount of work done on all contracts in excess of \$50,000.00 and less than \$400,000.00; and five percent (5%) of the total dollar amount of work done on all contracts of \$400,000.00 or more. On all contracts described in this paragraph, the following retainage rules shall also apply:

(1) When work progress is eighty percent complete, retainage may be reduced to two percent (2%) of the dollar value of all work satisfactorily completed to date (not to include material on hand), provided that Contractor is making satisfactory progress and there is no cause for greater retainage as determined by the Project Engineer.

(2) When work progress is substantially complete (operational or beneficial occupancy) the retainage may be further reduced to only that amount necessary to assure completion as determined by the Project Engineer.

(3) If Owner determines that Contractor is not making satisfactory progress or if there is other specific cause, Owner may, at its discretion, reinstate in full the applicable retainage.

5. SURETY

A. It is further mutually agreed that should it appear to Owner or to the Project Engineer that, at any time during the existence of this Contract, the surety on the said Contractor's bond has become insolvent, bankrupt or otherwise financially unable to protect Owner under the terms of the Contract, Owner may demand that the Contractor furnish additional or substitute surety through some approved surety company satisfactory to Owner; the act of Owner or the Project Engineer with reference to demanding additional or substitute surety shall never be construed to relieve the original surety of its obligation under the Contract.

B. Owner may stop the work under the Contract until the additional or substitute surety has been furnished by the Contractor, and Owner shall in no case be liable to the Contractor on account thereof. Further, substitution of the surety or stoppage of work under the circumstances of this Section shall not serve as an extension of the performance time requirements set forth in Section 2, nor as a waiver of the liquidated damages due thereunder. Owner may exercise its right, as provided under this Contract, to take charge of the work in the event of the refusal or failure of the Contractor to comply with the demands of Owner with reference to furnishing additional or substitute surety.

6. OFFSET

Owner may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to Owner from Contractor, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to Owner has been reduced to judgment by a court.

7. PRICES

In consideration of Contractor fully and faithfully complying with all terms, provisions and stipulations of this Contract, Owner undertakes, covenants and agrees to pay to Contractor for the furnishing of all material and labor, and the performance of the work herein contracted

for, the following prices as shown on the bid proposal of Contractor, which prices represent the total compensation to be received by Contractor under this Contract, consistent with the not-to-exceed sum stated in Section 1, which prices are as stated in **Exhibit A**.

8. CONFLICT OF INTEREST

A. Contractor and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Contractor's performance of all of the services under this Contract. Such disclosures must be made no later than ten (10) days following the event giving rise to the potential or actual conflict of interest for the duration of the Contract term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Contractor's performance of its duties under this Contract by the existence of Contractor's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Contract by the City Manager.

B. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)”

9. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Contractor has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Services who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, Contract to confer, or conferring of a benefit to a City employee or official.

10. NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Contractor shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

11. NOTICES

Except as otherwise provided in Section 10, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by

personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

_____, Director
City of Dallas
Water Utilities Department
1500 Marilla Street, Room 4AN
Dallas, Texas 75201

If intended for Contractor, to:

12. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

C. Contractor shall furnish all information and reports required by the City Manager or his designee and shall permit the City Manager or his designee to investigate its payrolls and personnel records which pertain to current professional services contracts with City for purposes of ascertaining compliance with this equal employment opportunity clause.

D. Contractor shall file compliance reports with City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of Contractor, and must be in the form that the City Manager or his designee prescribes.

E. If Contractor fails to comply with the equal employment opportunity provisions of this Contract, it is agreed that City at its option may do either or both of the following:

- (1) Cancel, terminate or suspend this Contract in whole or in part;
- (2) Declare Contractor ineligible for further City contracts until it is determined to be in compliance.

13. TITLE VI CONTRACT COMPLIANCE (REQUIRED BY THE TEXAS DEPARTMENT OF TRANSPORTATION)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows (where applicable):

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient (as defined in the Regulations) shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. TERMINATION

Contractor and City acknowledge and agree that the termination provisions set forth in this Contract and the General Conditions shall survive the termination or expiration of the term of this Contract.

15. CERTIFICATION OF EXECUTION

The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and certify that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

16. COUNTERPARTS

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF SERVICES.

This Contract may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

17. ENTIRE AGREEMENT

This Contract (with all referenced Contract Documents, exhibits, attachments, and other provisions incorporated by reference) embodies the entire Contract of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. This Contract can only be amended by an Amendment as provided in the General Conditions.

EXECUTED this the ___ day of _____, 20___, by Owner, signing by and through its City Manager, duly authorized to execute same by Resolution No. ___-_____, adopted by the City Council on _____, 20___, and by Contractor, acting through its duly authorized officials.

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

CITY OF DALLAS
T. C. BROADNAX
City Manager

BY _____
Assistant City Attorney

BY _____
Assistant City Manager

CONTRACTOR:
XXX
a _____

BY _____

PRINTED
NAME _____

TITLE _____

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That _____,
whose address is _____, hereinafter called
Principal, and _____, a corporation organized
and existing under the laws of the State of _____, and fully authorized to transact business in
the State of Texas, as Surety, are held and firmly bound unto the City of Dallas, a municipal
corporation organized and existing under the laws of the State of Texas, hereinafter called
Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform
labor upon the building or improvements hereinafter referred to, in the penal sum of
_____ DOLLARS (\$_____) in lawful money
of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators and successors
jointly and severally, firmly by these presents. This Bond shall automatically be increased by
the amount of any Change Order or Supplemental Agreement which increases the Contract
price, but in no event shall a Change Order or Supplemental Agreement which reduces the
Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered
into a certain Contract, identified by Resolution No. _____, with the City of Dallas, the
Owner, dated the ___ day of _____, A.D. 20___, a copy of which is hereto attached and
made a part hereof, for _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make
prompt payment to all persons, firms, subcontractors, corporations and claimants supplying
labor and/or material in the prosecution of the Work provided for in said Contract and any and
all duly authorized modifications of said Contract that may hereafter be made, notice of which
modification to the Surety is hereby expressly waived, then this obligation shall be void;
otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie
in Dallas County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the Contract, or to the Work
performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same,
shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the Contract, or to the Work to
be performed thereunder.

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Section 3503.003 of the Insurance Code, Vernon's Texas Codes Annotated.

THE ADDRESS OF THE SURETY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE IN AUSTIN, TEXAS BY CALLING THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-252-3439.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this day of _____, 20_____.

ATTEST:

PRINCIPAL:

BY _____
Secretary

BY _____
President

ATTEST:

SURETY:

BY _____

BY _____
Attorney-in-Fact

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

(NOTE: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give a **person's name.)**

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That

_____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Dallas, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called Owner, in the penal sum of _____ DOLLARS (\$_____) plus 10 percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows:

Whereas, the Principal entered into a certain Contract, identified by Resolution No. _____, with the City of Dallas, the Owner, dated the day of _____, A.D. 20____, a copy of which is hereto attached and made a part hereof, for

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Dallas County, State of Texas.

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Section 3503.003 of the Insurance Code, Vernon's Texas Codes Annotated.

THE ADDRESS OF THE SURETY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE IN AUSTIN, TEXAS BY CALLING THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-252-3439.

IN WITNESS WHEREOF, this instrument is executed in copies, each one of which shall be deemed an original, this day of, **20**_____.

ATTEST:

BY _____
Secretary

PRINCIPAL:

BY _____
President

ATTEST:

BY _____

SURETY:

BY _____
Attorney-in-Fact

THIS IS A SAMPLE CONTRACT FORM ONLY. THE ACTUAL CONTRACT MAY OR MAY NOT CONTAIN THE PROVISIONS HEREIN, DEPENDING ON THE SCOPE OF WORK.

The Resident Agent of the Surety in Dallas County, Texas, for delivery of notice and service of process is:

NAME: _____

STREET ADDRESS: _____

(NOTE: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give a **person's** name.)

SAMPLE

TO THE HONORABLE MAYOR AND CITY COUNCIL,
CITY OF DALLAS, TEXAS

Gentlemen:

The undersigned hereby certify that the location of the proposed work, the Special Provisions, the General Provisions and Requirements, the Specifications, the forms of Contract and Bonds, have been carefully examined, and that they have had sufficient time to make all tests and investigations necessary to arrive at an intelligent estimate of the cost of doing the work, and agree that if this proposal is accepted by the City of Dallas, all labor, tools, materials, machinery, appliances, equipment, supplies, insurance and other incidentals necessary for doing the said work, will be provided; and the work completed in a first class workmanlike manner in strict accordance with the Special Provisions and requirements, and the Specifications on file in the Office of the Director of Water Utilities Department of the City of Dallas.

The undersigned further agree that if this Proposal is accepted by the City of Dallas, the undersigned will appear before the City Attorney of the City of Dallas, with the sureties offered by

_____ and

_____ execute the Contract in duplicate.

This Proposal, Special Provisions, the General Provisions and Requirements, and the Specifications and such further terms and provisions as may be provided by the City Council, shall become a part of the Contract.

Place: Dallas, Texas

Date: _____

Proposal of _____
A corporation organized and existing under the laws of the State of _____;
Or partnership consisting of _____; or an individual trading as _____

TO THE CITY OF DALLAS, TEXAS
DALLAS, TEXAS

Gentlemen:

The undersigned hereby propose to furnish all labor and material, tools and necessary equipment for the construction of the project, and to perform the work required for the construction of the said project, at the locations set out by the plans and specifications, in strict accordance with the Contract documents.

The undersigned further agree to appear before the City Attorney to execute said contract within ten days from the date of notification of the acceptance of this proposal, or within such time as the Council of the City of Dallas may determine, and in case the undersigned fail or neglect to appear to execute the Contract within the specified time, of which this proposal, the plans, specifications, special provisions and advertisements are a part, the undersigned will be considered as having abandoned it, and the cashier's check or bidder's bond in the sum of

_____ (\$ _____) Dollars
accompanying this proposal will be forfeited to the City of Dallas, Texas by reason of such failure on the part of the undersigned.

The undersigned further agree that the proposal guaranty may be retained by the City of Dallas, Texas, provided the undersigned is one of the three lowest and most advantageous Bidders, and that said proposal guaranty shall remain with the City of Dallas until the Contract has been signed and the bond required for the faithful performance of the Contract has been made by one of the three lowest responsible Bidders; otherwise, proposal guaranty may be obtained from the City Secretary after forty-eight hours from the time of opening the bids.

The undersigned certify that this proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm association or corporation offering bids on this work, for the following sum or prices, to wit:

PROPOSAL (continued)

The undersigned hereby declare that they have visited sites and have carefully examined the plans, specifications and contract documents relating to the work covered by their bid or bids, that they agree to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon receipt of notice of the acceptance of the bid, they will execute the formal Contract attached within ten (10) days and will deliver a Surety Bond for the faithful performance of this Contract. The bid security attached without endorsement, in the sum of _____ (\$ _____) Dollars is to become the property of the City of Dallas in the event the Contract and Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional work caused thereby.

Number of Signed Sets of Documents: The Contract and all Bonds will be prepared in not less than two (2) counterpart (Original Signed Sets).

Time of Completion: The undersigned agree to complete the work **As Specified Per Special Provision S-6.**

The undersigned further declare that they will provide all necessary tools and apparatus, do all work, and furnish all materials, and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum above set forth.

Respectively submitted,

NOTE: Do not detach bid from other papers. Fill in with ink and submit complete with attached papers

By _____

(Address)

(Must be a street address and not a Post Office Box)

Telephone Number

Cashier's check or the attached Bid Bond, payable to the City of Dallas in an amount of not less than five percent of total Bid submitted must accompany Bid. City reserves the right to reject any or all Bids.

NOTE!

USING ANOTHER FORM OF BID BOND OTHER THAN THE ONE SHOWN IN THIS PROPOSAL MAY RESULT IN THE REJECTION OF BID.

The name of the resident agent in Dallas County of the Surety Company is also required. (This name must be the name of a natural person residing in **Dallas County, Texas**)

BID BOND

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

THAT we, _____, as Principal, and _____, a Corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the

CITY OF DALLAS, TEXAS, a Municipal Corporation,

as Obligee, in the penal sum of **FIVE PERCENT (5%) OF THE GREATEST AMOUNT BID**, lawful money of the United States of America; for the payment of which, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED, AND DATED this _____ day of _____ 20____.
WHEREAS, the Principal is herewith submitting this proposal for:

THE CONDITION OF THE ABOVE OBLIGATIONS ARE SUCH, that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void, otherwise the Principal and Surety will pay unto the Obligee the full penal sum thereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to the Obligee by reasons of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie exclusively in Dallas County, Texas.

ATTEST

PRINCIPAL

Secretary

By _____
(Title)

ATTEST

SURETY

Secretary

By _____
(Title)

BID BOND (Continued)

(NOTE: Certified copy of Power of Attorney must be attached hereto unless previously on file with the City Secretary.)

The Resident Agent of the Surety in Dallas County, Texas, for delivery of Notice and Service of Process is:

NAME _____ **ADDRESS** _____
_____ **TELEPHONE** _____

The Bidder must complete this form regardless of whether or not the same information is given in the Bidder's Bond:

1. Complete name and address of Surety Company for Performance and Payment Bonds:

2. Name of the Attorney-In-Fact of the Surety Company:

3. The name of the resident agent of the Surety Company in Dallas, County, Texas, (this name must be the name of a **natural person** residing in Dallas County, Texas):

4. Address of the resident agent of the Surety Agent in Dallas, County, Texas, (this must be a street address and not a Post Office box number):

Name of Bidder

Address

EXPERIENCE RECORD

Name: _____

Address: _____

Submitted By: _____

Name: _____

Telephone: (_____) _____

- I. How many years has your organization been in business as a General Contractor?

- II. State the work normally performed by your forces.

- III. Have you ever failed to complete any work awarded to you? If so, note when, where, why, and owner contact.

- IV. On a separate sheet, list the major construction contracts your organization has completed in the past three years, giving the type of contract, owner, owner contact, contract amount, date of completion and percentage of the work performed with your own forces. Resumes of key personnel to be assigned to the project must be provided with current assignments listed. Please provide a separate listing of City of Dallas contracts.

- V. Are you or your surety currently involved in any litigation with the City of Dallas? If yes, explain.

Signature

Date

Title

ATTENTION!

Read and follow the directions on the following page.

BE SURE TO **STRIKE THROUGH** the item indicated in (2) **OR** (3) that **DOES NOT APPLY** in the Environmental Record Affidavit.

ENVIRONMENTAL RECORD AFFIDAVIT

For purposes of this Affidavit:

- (A) the term "Bidder/Proposer" includes any and all authorized officers, employees, agents, or other representatives of Bidder/Proposer working in that capacity on behalf of Bidder/Proposer within the past three (3) years prior to the date of this Affidavit;
- (B) the term "Environmental Laws" includes the (i) Clean Air Act, (ii) Clean Water Act, (iii) any rules, regulations, or ordinances promulgated pursuant to either of the above mentioned acts by State, Federal, or local regulatory authorities, or (iv) any other State, Federal, or local environmental law, rule, regulation, or ordinance related to the protection of the environment, including but not limited to solid waste disposal, hazardous waste disposal, illegal discharges of pollutants, and other similar environmental laws, rules, regulations, and ordinances.

I, _____, the duly authorized representative of _____ (Hereinafter called the "Bidder/Proposer"), hereby swears (or affirms) on behalf of Bidder/Proposer the following:

- (1) That Bidder/Proposer has received and read the Contractor Environmental Packet. Bidder/Proposer also understands that the Contractor Environmental Packet is not intended to be all-inclusive, but rather a guideline for environmental responsibility.

[Strike the item indicated below that does NOT apply in this Affidavit.]

- (2) That Bidder/Proposer *has not* been served with any notices of violation, or notices of enforcement, nor had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental Laws within the past three (3) years prior to the date of this Affidavit.
- (3) That Bidder/Proposer *has* been served with any notices of violation or notices of enforcement or had any civil or criminal fines or penalties imposed by any regulatory authority for a violation of any Environmental within the past three (3) years prior to the date of this Affidavit as follows:

[If item (3) applies, use a separate sheet to list the notices of violation or enforcement, and any adjudication of actual violations, along with copies of any compliance documents issued by the regulatory authority in connection with the notices or actual violation, and attach the separate sheet to this affidavit.]

Subscribed to and sworn before me on this the _____ day of _____, 20_____.

[Seal]

Notary Public
State of Texas

My Commission expires _____

A 27. CEMENT USE ON PUBLIC PROJECTS

Item **303.3.6.COD: Cement Used on Public Projects - Sustainable Air Quality**, as shown in the *City of Dallas Addendum to the North Central Texas Council of Governments Public Works Construction Standards (Fourth Edition, October 2004), Latest Edition*, is hereby replaced with the following:

(Page 303-14. Add the following:)

303.3.6.COD: CEMENT USED ON PUBLIC PROJECTS – SUSTAINABLE AIR QUALITY:

- (A) Pursuant to Section 271.907 of the Texas Local Government Code, as amended, the OWNER will give a bid preference to the Bid of a CONTRACTOR who certifies in the Bid that, in the purchase of concrete or other products using Portland cement in construction of the Project, the CONTRACTOR will utilize Portland Cement from manufacturers who:
- (1) are in compliance with all applicable state and federal environmental standards relating to the emission of NO_x, including all applicable TCEQ and EPA rules and regulations; and
 - (2) operate kilns with emissions that exceed the standards for NO_x emissions set out in 30 Tex. Admin. Code § 117.3110(a)(1)-(4) (as provided presently and as may be amended in the future) by the following percentage amounts:
 - (a) for each long wet kiln, 10 percent lower than the standard for long wet kilns located in Ellis County, Texas as set out in 30 Tex Admin Code § 117.3110(B);
 - (b) for each long dry kiln, 20 percent lower than the standard for long dry kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(2);
 - (c) for each preheater kiln, 20 percent lower than the standard for preheater kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(3); and
 - (d) for each preheater-precalciner or precalciner kiln, 35 percent lower than the standard for preheater-precalciner and precalciner kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(4).
[Reference: City Council Resolution No. 11-0657, passed by the Dallas City Council on March 9, 2011.]

- (B) The preference shall apply only to the extent that the CONTRACTOR'S Bid, as certified, is not greater than 105 percent of the lowest responsible Bid of a CONTRACTOR who does not or cannot certify that it will utilize Portland cement from a cement kiln meeting the above-mentioned emission standards. The OWNER reserves the right to pursue any remedies it has under the CONTRACT Documents in the event the CONTRACTOR falsely certifies to the requirements stated above, including but not limited to termination of the CONTRACT, adverse evaluation at final completion of the CONTRACT, or debarment from participation in future construction contracts the OWNER may advertise or award. The OWNER also reserves the right to reject any load or item of Portland cement, concrete, or other product containing Portland cement delivered in the event it is discovered that the Portland cement used in the load or item was not manufactured as certified.
- (C) When a bidding preference has been granted as provided herein and any load or item of Portland cement, concrete, or other product which contains Portland cement is delivered to the Project site for use, the CONTRACTOR shall obtain and present to the OWNER a sworn-to certification, using a certification form approved by the OWNER, from the Portland cement or concrete manufacturer that the load or item delivered contains no Portland cement other than Portland cement meeting the requirements as specified in Paragraph (A). The CONTRACTOR shall also obtain a manifest for each Portland cement or concrete load showing the quantity of Portland cement or concrete delivered and the location of the manufacture of the Portland cement, along with the name of a designated representative of the Portland cement manufacturer for purposes of contact by the OWNER if necessary. On a monthly basis or other frequency desired by the OWNER, the CONTRACTOR shall furnish for inspection by the OWNER of a copy of the delivery manifests obtained. The CONTRACTOR shall certify in writing that the manifests are true and correct to the best of the CONTRACTOR'S knowledge. Notwithstanding the manufacturer's certification, the CONTRACTOR will be held responsible in the event the OWNER discovers that the cement used was not manufactured in accordance with the requirements of Paragraph (A).
- (D) The OWNER reserves the right to pursue any remedies it has under the CONTRACT Documents in the event the CONTRACTOR fails to comply with this materials specification, including but not limited to termination of the CONTRACT, adverse evaluation at final completion of the CONTRACT, or debarment from participation in future construction contracts the OWNER may advertise or award. The OWNER also reserves the right to reject any load or item of Portland cement, concrete, or other product containing Portland cement delivered in the event it is discovered that the Portland cement used in the load or item was not manufactured as certified.
- (E) Copies of the required forms are found on the following pages:

CEMENT PREFERENCE CERTIFICATION

I, _____, the _____ [state title of officer of company] of _____ [legal name of bidder company], do hereby certify that my bid for concrete products utilizes Portland cement produced by vendors who:

- (1) are in compliance with all applicable state and federal environmental standards relating to the emission of NOx, including all applicable TCEQ and EPA rules and regulations; and
- (2) operate kilns with emissions that exceed the standards for NOx emissions set out in 30 Tex. Admin. Code § 117.3110(a)(1)-(4) (as provided presently and as may be amended in the future) by the following percentage amounts:
 - (a) for each **long wet kiln**, 10 percent lower than the standard for long wet kilns located in Ellis County, Texas as set out in 30 Tex. Admin. Code § 117.310(a)(1)(B) ***[As of 3-9-11, wet kiln NOx emissions can NOT exceed 3.6 lbs per ton of clinker produced.]***;
 - (b) for each **long dry kiln**, 20 percent lower than the standard for long dry kilns located in Ellis County, Texas, as set out in 30 Texas. Admin. Code § 117.3110(a)(2) ***[As of 3-9-11, dry kiln NOx emissions can NOT exceed 4.1 lbs per ton of clinker produced.]***;
 - (c) for each **preheater kiln**, 20 percent lower than the standard for preheater kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(3) ***[As of 3-9-11, preheater kiln NOx emissions can NOT exceed 3.0 lbs per ton of clinker produced.]***; and
 - (d) for each **preheater-precalciner or precalciner kiln**, 35 percent lower than the standard for preheater-precalciner and precalciner kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code § 117.3110(a)(4) ***[As of 3-9-11, preheater-precalciner or precalciner kiln NOx emissions can NOT exceed 1.8 lbs per ton of clinker produced.]***.

BIDDER:

Print Name and Title

SUBSCRIBED and SWORN TO before me this ____ day of _____, 20__.

[Seal]

Notary Public, State of Texas

My commission expires: _____

#

**THE FOLLOWING PAGES
ARE TO BE COMPLETED
BY THE APPARENT
LOW BIDDER / MOST ADVANTAGEOUS BIDDER**

CONCRETE/CEMENT DELIVERY CERTIFICATION

I, _____, the _____ [state title of officer of company] of _____ [legal name of Portland cement or concrete manufacturer], do hereby certify that the concrete/cement products delivered between _____ and _____ to the City of Dallas project known as _____ utilizes Portland cement produced by vendors who:

- (1) are in compliance with all applicable state and federal environmental standards relating to the emission of NOx, including all applicable TCEQ and EPA rules and regulations; and
- (2) operate kilns with emissions that exceed the standards for NOx emissions set out in 30 Tex. Admin. Code § 117.3110(a)(1)-(4) (as provided presently and as may be amended in the future) by the following percentage amounts:
 - (a) for each **long wet kiln**, 10 percent lower than the standard for long wet kilns located in Ellis County, Texas as set out in 30 Tex. Admin. Code §117.310(a)(1)(B) **[As of 3-9-11, wet kiln NOx emissions can NOT exceed 3.6 lbs per ton of clinker produced.]**;
 - (b) for each **long dry kiln**, 20 percent lower than the standard for long dry kilns located in Ellis County, Texas, as set out in 30 Texas. Admin. Code §117.3110(a)(2) **[As of 3-9-11, dry kiln NOx emissions can NOT exceed 4.1 lbs per ton of clinker produced.]**;
 - (c) for each **preheater kiln**, 20 percent lower than the standard for preheater kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Cod §117.3110(a)(3) **[As of 3-9-11, preheater kiln NOx emissions can NOT exceed 3.0 lbs per ton of clinker produced.]**; and
 - (d) for each **preheater-precalciner or precalciner kiln**, 35 percent lower than the standard for preheater-precalciner and precalciner kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code §117.3110(a)(4) **[As of 3-9-11, preheater-precalciner or precalciner kiln emissions can NOT exceed 1.8 lbs per ton of clinker produced.]**.

CONCRETE/CEMENT MANUFACTURER:

Print Name and Title

SUBSCRIBED and SWORN TO before me this ____ day of _____, 20__.

[Seal]

Notary Public, State of Texas

My commission expires: _____

MINORITY/WOMEN OWNED BUSINESS PARTICIPATION

It is the goal of the City of Dallas that a certain percentage of work under each contract will be done by one or more M/WBEs. **Following are the City Council M/WBE goals without consideration for specific ethnic or gender adopted on September 23, 2020 (Resolution Number 20-1430):**

<u>Construction</u>	<u>A & E</u>	<u>Other Professional</u>	<u>Other Services</u>	<u>Goods</u>
32.00%	34.00%	38.00%	23.80%	32.00%

While minority business participation may vary from time to time and in accordance with the nature or procurement and the availability of minority enterprises in that line of work, the City of Dallas believes the goals to be realistically obtainable.

ATTENTION

All bidders must submit With Their Bid the following Forms Completed and signed

Pre-Bid/Proposal Cover Memo (BWI-FRM-622)
City of Dallas Pre-Bid/Proposal Form (BWI-FRM-623)
City of Dallas Ethic Workforce Report (BWI-FRM 627)

Any firm listed as M/WBE must be certified by one of the following Certification Agencies:

- 1) North Central Texas Regional Certification Agency (NCTRCA)
616 Six Flags Drive, Suite 128
Arlington, Texas 76011
817-640-0606
- 2) Dallas Fort Worth Minority Business Council
2710 N. Stemmons Freeway
Dallas, Texas 75207
214-630-0747
- 3) The Women's Business Council – Southwest
2201 N. Collins, Suite 158
Arlington, Texas 76011
214-299-0566

A list of Minority/Women Owned Business Enterprises or other information or assistance can be obtained from the Business and Workforce Inclusion Division of the Office of Economic Development, City Hall, 6DN, 1500 Marilla Street, Dallas, Texas, 75201, Phone: (214) 670-5010.

.

WORK WITH OWN FORCES

Where a Contractor indicates lower M/WBE participation than the City of Dallas typically sees for similar projects and the Contractor is indicating there are limited subcontracting opportunities as a result of the Contractor performing the remaining work with their own forces as their normal business practice the following information may be deemed adequate documentation.

For each previous project

Name of Project
Location
Contracting Agency
Description of work performed

For each specific item of work (i.e. hauling, concrete pavement, pipe installation, etc.)

Work Force

Documentation showing name and job classifications.

Which individuals actually performed the work?

If individuals were classified other than what the work called for, why? (i.e. Pipefitter performing concrete finishing work.)

List of extra individuals hired to do this work (temporary, day laborers, etc.) Is the same work force to be used on this project?

Note: If additional personnel are required, an M/WBE subcontracting opportunity exists; this includes, but is not limited to, M/WBE temporary personnel agencies, subcontractors, and suppliers.

Equipment

List equipment required for that specific item of work. Did the Contractor own the equipment? Is it available for use on this job?

Note: If equipment was rented, is not available for this job or if additional equipment will be required, an M/WBE subcontracting opportunity exists. This includes, but is not limited to, equipment rental or purchase from M/WBE firms.

Verification:

The Contractor must provide written verification from a representative of the contracting agency with knowledge of the project verifying that the Contractor did perform the work stated with its own forces.

For each area where specific work was subcontracted on previous jobs but the intent is to use the Contractor's own forces for the proposed job:

Reason for change in practice

If workload, provide documentation to prove

If new responsibilities for crews; provide documentation on training or reclassification, etc.

Note: Documented previous poor performance on the part of a subcontractor is a legitimate reason not to use that particular subcontractor again but does not eliminate the need to contact other qualified M/WBE firms for that work item.



CITY OF DALLAS
Office of Economic Development - Business and Workforce Inclusion
Contractor's Affidavit - Schedule of Work and Actual Payment (BWI-FRM-213)

Project Name: _____ Bid/Contract #: _____

Instructions:

Column 1: List type of work to be performed by Prime and 1st tier subcontractors.

Column 2: City of Dallas Vendor Number for Prime and Subcontractors/Suppliers (If none, register online: www.bids.dallascityhall.org). ALL Prime and Subcontractors/Suppliers must be registered with the City of Dallas.

Column 3: List name of firm; M/WBE Certification Number (if applicable).

Column 4: List firm(s); contact name; address; telephone number.

Column 5: List ethnicity of firm(s) owner as B=African American; H=Hispanic; I=Asian Indian; N=Native American; P=Asian Pacific; W=Woman; NON=other than M/WBE.

Column 6: Indicate firm's location as L=local (within Dallas county limits); N=Non-local (Outside Dallas county limits).

Column 7: Indicate dollar amount of value of work for the Prime contractor, subcontractors, and suppliers.

Column 8: Indicate percentage of total contract amount.

Column 9: Indicate total payments to date.

Column 10: Indicate payments during current pay period.

Type of Work [1]	City of Dallas Vendor Number [2]	Name of Firm & M/WBE Certification (If Applicable) [3]	Contact Name Address, City, State, Zip & Tel. Number [4]	Type of Firm [5]	L or N [6]	Value of Work (\$) [7]	Percent (%) [8]	Payments to Date (\$) [9]	Payment this Period (\$) [10]
							#VALUE!		
Notes:									
							#DIV/0!		
Notes:									
							#DIV/0!		
Notes:									
							#DIV/0!		
Notes:									
							#DIV/0!		
Notes:									
							#DIV/0!		
Notes:									



CITY OF DALLAS
Office of Economic Development – Business and Workforce Inclusion
Pre-Bid/Pre-Proposal Form – Cover Memo (BWI-FRM-622)

Solicitation Number: _____ Project Name: _____ Company Name: _____

The Office of Economic Development Business and Workforce Inclusion Pre-Bid/Pre-Proposal Form is turned in with all bid documents and proposal packages and certifies that the bidder/proposer agrees to comply with the City of Dallas Business Inclusion and Development Policy (BID Policy).

Section I: Business Inclusion Affidavit

It is the policy of the City of Dallas to involve qualified Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City's construction, procurement, and professional services contracts. The BID Policy establishes subcontracting goals and requirements for all prospective bidder/proposer to ensure a reasonable degree of M/WBE business inclusion and participation in City contracts. By signing this section, the bidder/proposer agrees to comply with the City of Dallas BID Policy.

Section II: Historical Utilization

The purpose of this section is to show the bidder/proposer's recent history of utilizing M/WBE companies to complete contracts with municipalities. Historical Utilization is not limited to City of Dallas contracts, but should only include the last three projects performed with municipalities. If you have not done business with the City of Dallas or any other municipalities as a prime contractor, leave this section blank.

Section III: Team Make-up/Schedule of Work

The purpose of this section is to confirm the M/WBE participation percentage for the sub-contracting team that will be utilized for the anticipated project. In this section, the prime contractor will show their proposal to meet the established M/WBE subcontracting goal. This section should include all subcontractors, both M/WBEs and non-M/WBEs, and should also include the prime contractor's percentage. Contact the project manager if you require additional lists of M/WBE certified companies to perform scopes of work.

Once the contract has been awarded to the low bidder/most advantageous proposer, the prime contractor is expected to utilize the M/WBEs listed in this section.



CITY OF DALLAS
Office of Economic Development – Business and Workforce Inclusion
Ethnic Workforce Composition Report (BWI-FRM-627)

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. *Please DO NOT use the “Enter” key.*)

Company name: _____

Address: _____

Bid #: _____

Telephone Number: - - Ext. _____

Email Address: _____

Please complete the following sections based on the ethnic composition of the (location) entity in the address line above.

Employee Classification	Total No. Employees		White		Black		Hispanic		Other	
	Male	Female	M	F	M	F	M	F	M	F
Administrative/ Managerial										
Professional										
Technical										
Office/Clerical										
Skilled										
Semiskilled										
Unskilled										
Seasonal										
Totals:										
# of employees living in Dallas:										
Total % of employees living in Dallas										

Officer’s Signature

Title

Typed or Printed Name

Date



CITY OF DALLAS
Office of Economic Development – Business and Workforce Inclusion
Subcontractor Intent Form (BWI-FRM-214)

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

TO: City of Dallas DATE: _____
 Office of Economic Development - Business and Workforce Inclusion

Project Name: _____ Bid # _____

will provide the following

 M/WBE Subcontractor on the project

good(s)/service(s): _____

to _____
 Prime Contractor on the project

MWBE subcontractor is currently certified by the following agency: _____

M/WBE Certification Number: # _____
Certification must be kept current / valid for the entire duration of this contract. Failure to comply with this provision could be subject to removal from contract.

For the purpose of M/WBE subcontracting participation, the City of Dallas does not include amounts paid to the prime by the sub-contractor.

Total Contract Amount for prime	\$ _____	_____ NCTRCA
		_____ DFWMSDC
MWBE/DBE Sub Participation Amount	\$ _____	_____ % WBCSW

The undersigned intends to enter into a formal agreement with the subcontractor listed, conditioned upon being awarded the City of Dallas contract. The undersigned understands that, for the purpose of M/WBE subcontracting participation, any amounts paid to the prime from the sub contractor should not be included in the above listed participation amount. Finally, the prime contractor must submit a Change of M/WBE subcontractor/supplier form to the Business and Workforce Inclusion division for approval prior to any changes in the team make-up. Failure to comply with these provisions could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future City contracts.

 Officer's Signature (Prime Contractor)

 Officer's Signature (M/WBE/DBE Subcontractor)

 Printed Name (Prime Contractor)

 Printed Name (M/WBE/DBE Subcontractor)

 Title (Prime Contractor)

 Title (M/WBE/DBE Subcontractor)

 Date

 Date

Please select or list all Chambers or Advocacy groups you are a member of:

Greater Dallas Asian American Chamber of Commerce	<input type="checkbox"/> Prime <input type="checkbox"/> Sub	Asian Contractors Association	<input type="checkbox"/> Prime <input type="checkbox"/> Sub
Greater Dallas Black Chamber of Commerce	<input type="checkbox"/> <input type="checkbox"/>	Regional Black Contractors Association	<input type="checkbox"/> <input type="checkbox"/>
Greater Dallas Hispanic Chamber of Commerce	<input type="checkbox"/> <input type="checkbox"/>	Regional Hispanic Contractors Association	<input type="checkbox"/> <input type="checkbox"/>
U.S. Pan Asian American Chamber of Commerce	<input type="checkbox"/> <input type="checkbox"/>		

Other _____



CITY OF DALLAS
Office of Economic Development – Business and Workforce Inclusion
Business Inclusion and Development Documentation Form (BWI-FRM-215)

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the “Enter” key.)

Project Name

Bid #:

Firm Name and Address:

1. Did you meet with a staff member of the Office of Economic Development Business and Workforce Inclusion (BWI)?

Please make a selection:

Name of staff member:

2. Did you utilize a current M/WBE directory provided by BWI staff for this project?

Please make a selection:

Date of Listing:

3. Did you provide plans and specifications, bids or proposals to potential M/WBEs or information regarding the location of plans and specifications, bids, or proposals for this project?

Please make a selection:

4. If M/WBE bids and proposals were received and rejected, you must attach documentation of the received bid and the reason for rejection. (i.e. letters, memos, telephone calls, meetings, etc.)

5. Complete the attached Documentation Form(s) to further explain good faith efforts to obtain M/WBE participation on this project. If there is written documentation of efforts with the M/WBEs who responded affirmatively to the bidder’s written notice please attach documentation (i.e. quotes, or e-mails).



CITY OF DALLAS
Office of Economic Development – Business and Workforce Inclusion
Business Inclusion and Development Documentation Form (BWI-FRM-215)

(Note: Please use the Tab button, arrows or mouse to move from one section to the next. Please DO NOT use the “Enter” key.)

Project Name #: _____ **Bid #:** _____

Firm Name and M/WBE Certification Number	Person Contacted and Date	Telephone Number and Email Address	Type of Work	Method of Communication (Telephone/Email)	Response
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			

Please use the form(s) below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

Officer’s Signature: _____ **Title:** _____ **Date:** _____

Printed Name: _____ **Date:** _____



CITY OF DALLAS
Office of Economic Development – Business and Workforce Inclusion
Business Inclusion and Development Documentation Form (BWI-FRM-215)

(Note: Please use the Tab button, arrows or mouse to move from one section to the next. Please DO NOT use the “Enter” key.)

Project Name & Bid/Contract #: _____ #: _____

Firm Name and M/WBE Certification Number	Person Contacted and Date	Telephone Number and Email Address	Type of Work	Method of Communication (Telephone/Email)	Response
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			

Please use the form below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

Officer’s Signature: _____ Title: _____ Date: _____

Printed Name: _____ Date: _____



CITY OF DALLAS
Office of Economic Development – Business and Workforce Inclusion
Change of M/WBE Subcontractor Form (BWI-FRM-216)

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please *DO NOT* use the “Enter” key.)

Prime Contractor: _____	Officer’s Signature: _____
Address: _____ _____	Telephone: - - Ext. _____
Project Name: _____	Bid # : _____ Date: _____
Project Manager Approval: _____	

Current Subcontractor: _____	Certification #: _____
Scope of Work: _____	
Please indicate reason for change by checking one or more of the following boxes:	
<input type="checkbox"/> Increase or Decrease in the Scope of Work	
<input type="checkbox"/> Poor performance by the subcontractor, sub-consultant, vendor, or supplier	
<input type="checkbox"/> Subcontractor is unable or unwilling to perform the work	
<input type="checkbox"/> Subcontractor does not have the equipment or workforce to perform the work	
<input type="checkbox"/> Other (please explain): _____	
Date Subcontractor Notified of Change: _____	
Representative that notified Subcontractor: _____	

Original Amount (\$)	% of Total	Revised Amount (\$)	% of Change	Net Effect on Total (\$)

Next steps:

- E-mail this completed form prior to execution of any changes to City of Dallas Office of Economic Development Business and Workforce Inclusion Staff and Project manager for their signature and final approval.**

Failure to comply with this provision could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future City contracts.



Payment to Subcontractors/Suppliers

Page ____ of ____

Instructions: **Block 1** - List the project name. **Block 2** - Describe the bid item or give a brief description of the subcontract and the supplies provided in. **Block 3** - List the subcontractor or supplier name. M/WBE certification number (if applicable) and address. List the subcontract or supply amount. **Block 5** - List the amount due and payable with this pay estimate. **Block 6** - List the total amount paid to the subcontractor/ supplier to date. **Block 7** - Make comments, if any, on the subcontractor/supplier performance in Block 7.

BOTH the GENERAL CONTRACTOR and the SUBCONTRACTOR/SUPPLIER MUST SIGN AND DATE THIS FORM

1. Project Name: _____

2. Bid Item/Description included in the subcontractor's/supplier's work: _____

3. Subcontractor/Supplier: _____

M/WBE Certification Number: _____

Address:

4. Subcontract/supply amount: \$ _____

5. Amount due with pay request:
(This amount is due and payable with this pay estimate.)

\$ _____

6. Total amount paid to subcontractor to date:
(This amount has been PAID to the subcontractor.)

\$ _____

7. Comments on subcontractor's/supplier's performance: _____

ALL SIGNATURES MUST BE IN BLUE INK

Officer's Signature

Title

Contractor

Date

Officer's Signature

Title

Subcontractor

Date

Subcontractor: DO NOT SIGN THIS FORM UNLESS No. 5 - TOTAL DUE, AND No. 6 - TOTAL AMOUNT PAID ARE COMPLETED CORRECTLY.