

**CITY OF ALLEN, TEXAS**  
**SPECIAL PROVISIONS**  
**TO THE**  
**NORTH CENTRAL TEXAS STANDARD SPECIFICATIONS**  
**FOR PUBLIC WORKS CONSTRUCTION**

**GENERAL PROVISIONS - CITY**

**PART I: DIVISION 100 - GENERAL PROVISIONS**

The General Provisions of the North Central Texas Standard Specifications shall be modified and clarified by the addition to the following requirements to the various items. Except when specifically stated, none of the requirements of the General Provisions shall be deleted.

**ITEM 102.11 REJECTION OF PROPOSALS**

Change the second sentence of Item 102.11 to read: "Proposal may be rejected for any of the following specific reasons, but not necessarily limited thereto:"

**ITEM 102.12 DISQUALIFICATION OF BIDDERS**

Change the first sentence of Item 102.12 to read, "Bidders may be disqualified and their proposal not considered for any of the following specific reasons, but not necessarily limited thereto:"

**ITEM 103.1 CONTRACTOR'S WARRANTIES AND UNDERSTANDING**

Add the following:

The Contractor shall provide a Maintenance Bond in the amount of one hundred percent (100%) of the total amount of the contract guaranteeing the work in accordance with the plans and specifications for a period of two (2) years after acceptance by the City of Allen. This bond shall provide for repair and/or replacement of all defects due to faulty material and workmanship that appear within a period of two (2) years from the date of completion and acceptance of each work order by the City of Allen.

**ITEM 103.2 AWARD OF CONTRACT**

Delete in its entirety and add the following:

It is the intention of the Owner to award a contract for the work included in this project on the basis of the lowest responsible bid submitted by a qualified bidder, as determined by the Owner.

Within five (5) working days of notification, the lowest responsible bidder shall submit such evidence as the Owner may require to establish the bidder's qualifications to

satisfactorily perform the work included in this project. Information that may be required may include but not be limited to the following:

- (1) One (1) additional copy of the bid.
- (2) Current Financial Statement.
- (3) Letter of Auditor's opinion, if available.
- (4) Previous years Balance Sheet, Income Statement and Change of Financial Position.
- (5) List of projects that have been satisfactorily completed by the Bidder that are of the same general type as included in this contract, together with names, addresses and phone numbers or persons familiar with this work.
- (6) Other information that may be pertinent to the Bidder's Qualifications.
- (7) List of Subcontractors to be employed and their qualifications.

Should the bidder fail to produce evidence satisfactory to the Owner on any of the foregoing points he may be disqualified and the work awarded to the next bidder so qualifying.

The Owner will notify the successful bidder, in writing, within sixty (60) days after the date of receiving bids, of the acceptance of the proposal. The Contractor or Contractors shall complete execution of the required Bonds and Contract within ten (10) days of such notice.

ITEM 103.4 INSURANCE

Delete this section entirely.

ITEM 105.1.3 CONTRACT DRAWINGS AND SPECIFICATIONS

Delete the first sentence and substitute with the following:

In general the number of copies of the plans and specifications furnished to the Contractor shall be limited to two (2). Additional copies may be obtained at cost of reproduction.

ITEM 105.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add the following:

Review of Shop Drawings by the Engineer shall be for the sole purpose of determining the sufficiency of the said drawings or schedules to result in finished improvements in conformance with the plans and specifications, and shall not relieve the Contractor of his duty as an independent contractor. It being understood and agreed that the Engineer does not assure any duty to pass upon the propriety or adequacy of such drawings or schedules

or any means or methods reflected thereby in relation to the safety of either person or property during the contractors performance hereunder.

ITEM 105.7.3 OWNER-ENGINEER RELATIONSHIP

Add the following as 105.7.3: The Engineer will be the Owner's representative during construction. The duties, responsibilities and limitations of authority of the Engineer as the Owner's representative during construction are set forth in the Contract Documents and shall not be extended or limited without written consent of the Owner and Engineer. The Engineer will advise and consult with the Owner, and all of Owner's instructions to the Contractor shall be issued through the Engineer.

ITEM 105.7.4 PROFESSIONAL INSPECTION BY ENGINEER

Add the following as 105.7.4: The Engineer shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Engineer shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the Engineer shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the Contractor, any subcontractor or any of the Contractor's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

ITEM 106.2 MATERIALS AND EQUIPMENT

Add the following: The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing, flooding, or jetting. The Contractor shall provide water as required at his own expense.

Any part requesting the use of a temporary meter on a fire hydrant in the City of Allen shall execute an agreement with the City of Allen and shall deposit with the City of Allen the amount required by ordinance. Such deposit shall be returned upon payment of all charges for water use, and upon return of the meter, fittings, and wrench in their original condition.

Stationary meters shall be locked to fire hydrants at all times. Installation, set up and service fees shall be in the amounts established by ordinance.

It shall be unlawful for any person to open or close any fire hydrant used to obtain water for any purpose with any tool or device other than a standard accepted fire hydrant wrench, which can be supplied by the City of Allen.

All stationary fire hydrant meters shall be read monthly at their location in the field. All mobile fire hydrant meters are to be brought to the Utility Operations Department, One Allen Civic Plaza, Allen, TX, between the 1st and 10th of each month to be read.

Temporary fire hydrant meters shall be read monthly by representatives of the City of Allen, and bills rendered at the current rates for all consumption. Customers using such meters shall comply with the written procedures implemented by the Director of Public Works with regard to making the meters available to be read by representatives of the Allen Water Department. It shall be unlawful for any person to fail to make such meter available to be read by representatives of the Allen Water Department, as required by written procedures issued by the Director of Public Works.

Upon conviction of violation of the above requirements punishment shall be by fine not to exceed Two Hundred Dollars (\$200.00). Each day on which a violation exists shall constitute a separate offense.

Contractor shall meter water used for flushing or estimate the amount and notify City of the amount used for water loss accounting purposes. Estimation shall be determined using City's water loss estimation worksheet or engineering website.

ITEM 107.13 EQUAL EMPLOYMENT OPPORTUNITY

Delete the last paragraph in this item in its entirety.

ITEM 107.16.2 ANTITRUST

Add the following as 107.16.2: The Contractor hereby assigns to the Owner any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A. Section 1, et seq, (1973).

ITEM 107.16.3 WAGE RATES

Add the following as 107.16.3: All employees of the Contractor on the work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of a similar character, and in no event less than the rates shown in the Special Conditions to the Specifications.

ITEM 107.19.2 PROTECTION OF PERSONS AND PROPERTY

Add the following:

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All

machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, and Municipal laws or regulations. The Contractor shall provide such machinery, guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at his discretion as an independent contractor.

ITEM 107.19.2.1 SMALL CLAIMS FOR DAMAGES OR INJURY

Add the following as 107.19.2.1: If any person files a claim against the OWNER or CONTRACTOR for personal injury or property damage resulting from, arising out of, or caused by the operations of the Contractor, or any work within the limits of the project, the Contractor must either submit to the Owner a duly executed full release within thirty (30) days from the date of written claim, or immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be Automatically deemed that the Contractor has appointed the Owner as its irrevocable Attorney In Fact authorizing the Owner to report the claim directly with the liability insurance carrier. This provision is in and of itself a Power of Attorney from the Contractor to the Owner, which authorizes the Owner to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the Owner as is authorized by Item 1.52. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

ITEM 108.2 PROSECUTION OF THE WORK

Add the following:

At such time as actual construction has been started, the work will not be stopped or delayed without written permission of the Owner, excluding delays caused by adverse weather conditions. The Contractor shall maintain at all times sufficient equipment and personnel on the project to produce satisfactory progress during the construction period.

Add the following to the end of the first paragraph: "regardless of the expected completion date set forth in the Contract Documents."

ITEM 109.5.2 RETAINAGE

Delete in its entirety.