

SUPPLEMENTARY CONDITIONS
SECTION 00800

SUPPLEMENTARY CONDITIONS
(TO ACCOMPANY STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT,
EJCDC NO. C-700 [2007 EDITION] FOR CITY OF TOMBALL CONSTRUCTION PROJECTS)

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SECTION 00800

SUPPLEMENTARY CONDITIONS

PART I AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (General Conditions) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 DEFINITIONS

SC-1.01

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (General Conditions) have the meanings assigned to them in the General Conditions.

Amend Paragraph 1.01.A.19, Engineer, of the General Conditions by adding the following to the end:

"For this project the following named persons, firms, or corporations have been utilized by ENGINEER to furnish services as a consultant with respect to the project (if blank, none have been utilized by the ENGINEER):

1. _____
2. _____
3. _____"

ARTICLE 2 PRELIMINARY MATTERS

SC-2.02

Amend the first sentence of Paragraph 2.02.A of the General Conditions to read as follows:

"Five sets of the Contract Documents shall be furnished to the CONTRACTOR, at no charge, for construction purposes."

And so amended, Paragraph 2.02 remains in effect.

SC-2.03

Amend the third sentence of Paragraph 2.03.A of the General Conditions to read as follows:

"In no event will the Contract Time commence to run later than 90 days after the day of Bid opening or 30 days after the Effective Date of the Agreement, whichever is earlier, without the written agreement of the Contractor and Owner."

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02

In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants have relied upon:

4.02.A.1 The following reports of exploration and tests of subsurface conditions at the site of the Work (if blank, no reports or tests were used by ENGINEER or ENGINEER's Consultants):

1. _____
2. _____

The technical data contained in such reports upon which the CONTRACTOR may rely is _____.

4.02.A.2 The following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site of Work:

1. _____
2. _____
3. _____

All of the information in such drawings constitutes technical data on which CONTRACTOR may rely with the following exceptions: _____

Copies of these reports and drawings that are not included with the Bidding Documents may be examined at the office of the ENGINEER during regular business hours. These reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which CONTRACTOR is entitled to rely as provided in GC-4.02.B and as identified and established above are incorporated therein by reference. CONTRACTOR is not entitled to rely upon other information and data utilized by ENGINEER.

SC-4.06

Delete Paragraph 4.06.G of the General Conditions in its entirety.

ARTICLE 5 BONDS AND INSURANCE

SC-5.01

Delete Paragraphs 5.01.A and 5.01.B of the General Conditions in their entirety and insert the following in their place:

"A. The Successful Bidder must furnish with the executed Contract Documents a Performance Bond and a Payment Bond on the forms furnished with the Contract Documents, each in the amount of 100% of the total Contract Price in accordance with Texas Local Government Code § 252.044 and Texas Government Code Ch. 2253. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The surety company must be authorized to do business in Texas, which authorization must be recorded in the files of the State Board of Insurance. The surety company must be authorized to issue Payment and Performance Bonds in the amount required for the particular Contract, which authorization must be recorded in the files of the State Board of Insurance. The surety company must have a rating of at least "B" in the current Best's Key Rating Guide, or if the surety company does not have such a rating due to the length of time it has existed, the surety company must be eligible to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety listed in the current U.S. Department of Treasury Circular 570, and must meet all of the related rules and regulations of the Treasury Department. The person executing the Payment and Performance Bonds must be a licensed Texas local recording agent, and such licensing must be recorded in the files of the State Board of Insurance. The person executing the Payment and Performance Bonds must be authorized by the surety company to execute Payment and Performance Bonds on behalf of the company in the amount required for the Contract, and such authorization must be recorded in the files of the State Board of Insurance. The Contract shall not be in effect until such Bonds have been provided by the CONTRACTOR and accepted by the OWNER."

SC-5.04

The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

Worker's Compensation

- | | |
|---|-------------------------|
| (1) State: <u>Statutory</u> | |
| (2) Applicable Federal (e.g., Longshoreman's): <u>Statutory</u> | |
| (3) Employer's Liability: | |
| \$500,000 | Each Accident |
| \$500,000 | Disease - Policy Limit |
| \$500,000 | Disease - Each Employee |

Commercial General Liability

- | | |
|---|-------------|
| (1) General Aggregate Limit (other than products-completed operations) coverage must include Explosion, Collapse, and Underground Coverages | \$1,000,000 |
| (2) Products-Completed Operations Aggregate Limit | \$1,000,000 |
| (3) Each Occurrence Limit | \$ 500,000 |

Commercial Automobile Liability

\$500,000	Any One Loss or Accident
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Umbrella Liability

\$1,000,000	Excess Limit
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Shortages in coverage in any of the areas listed above may be covered by additional umbrella coverage.

The Contractor shall not commence work on any Contract in the City until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

Workers' Compensation Insurance Coverage - Continued

A. Definitions:

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

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

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

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on the project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, Texas Department of Insurance, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision

of coverage of any person providing services on the project; and

- (7) contractually require each person with whom it contracts, to perform as require by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

SC-5.06

Delete Paragraphs 5.06, 5.07, and 5.08 of the General Conditions in their entirety.

SC-5.09

Delete Paragraph 5.09 of the General Conditions in its entirety and insert the following in its place:

- "A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing. OWNER and CONTRACTOR shall each provide to the other such information in respect of insurance provided by each as the other may reasonably request."

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

SC-6.02

Add Paragraph 6.02.C to the General Conditions to read as follows:

- "C. CONTRACTOR further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States."

SC-6.06

Delete Paragraph 6.06.G of the General Conditions in its entirety and insert the following in its place:

"G. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER."

Add a new paragraph immediately after Paragraph 6.06.G of the General Conditions which is to read as follows:

"6.06.H OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, information about amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment on account of the particular Subcontractor's, Supplier's, other person's, or other organization's Work."

SC-6.10

Delete Paragraph 6.10 of the General Conditions in its entirety and insert the following in its place:

"A. The CONTRACTOR's attention is directed to Paragraph No.3 of Ruling No.9, Repairmen and Contractors (as amended) issued by the Comptroller of Public Accounts. Reference Article 20.01 (T), Limited Sales, Excise, and Use Tax and to subsequent applicable legislation. The OWNER requires that no sales tax be paid on any materials incorporated into the completed Work on this Project. All Bidders and their respective Subcontractors must comply with Paragraph No.3 of Ruling No.9 by obtaining the necessary permit or permits from the State Comptroller allowing the purchase of materials for incorporation into this Project without having to pay the Limited Sales, Excise, and Use Tax at the time of purchase. Total materials cost should not include materials which are used up or consumed in performing the Work, but which do not become a part of this proposed Work."

SC-6.16

Amend the third sentence of Paragraph 6.16 of the General Conditions to read as follows:

"If ENGINEER and OWNER determine that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued."

And so amended, Paragraph 6.16 remains in effect.

SC-6.22

Amend Article 6 of the General Conditions by inserting the following Paragraph 6.22:

"6.22 LOSSES FROM NATURAL CAUSES:

- A. All loss or damage to the CONTRACTOR arising out of the nature of the Work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the Work, shall be sustained and borne by the CONTRACTOR at his own cost and expense."

ARTICLE 7 OTHER WORK AT THE SITE

SC-7.02

Delete Paragraphs 7.02.A and 7.02.B of the General Conditions in their entirety and insert the following in its place:

- "A. If OWNER contracts with others for the performance of other Work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors shall be the OWNER's Representative. The extent of the authority and responsibility of the OWNER's Representative will be as specified in the Contract Documents."
- "B. Should CONTRACTOR cause damage to work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR'S performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER'S Consultants, the Construction Coordinator, or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants, and the Construction Coordinator harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants, or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants, or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants, and Construction Coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant, or Construction Coordinator for activities that are their respective responsibilities."

ARTICLE 8 OWNER'S RESPONSIBILITIES

SC-8.02

Amend Paragraph 8.02 of the General Conditions to read as follows:

"In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER."

And so amended, Paragraph 8.02 remains in effect.

SC-8.06

Delete Paragraph 8.06 of the General Conditions in its entirety.

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.01

Amend the second sentence of Paragraph 9.01 of the General Conditions to read as follows:

"The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed except by written direction of OWNER."

And so amended, Paragraph 9.01 remains in effect.

SC-9.04

Delete the third sentence of Paragraph 9.04, Authorized Variations in Work, of the General Conditions in its entirety, and so amended, Paragraph 9.04 remains in effect.

ARTICLE 10 CHANGES IN THE WORK; CLAIMS

SC-10.03

Amend the first sentence of Paragraph 10.03.A of the General Conditions to read as follows:

"OWNER and CONTRACTOR shall, when appropriate, execute Change Orders recommended by ENGINEER (or Written Amendments) covering:"

And so amended, Paragraph 10.03 remains in effect.

SC-10.05

Amend the first sentence of Paragraph 10.05.B., Claims – Notice, of the General Conditions shall be amended by changing ""30 days"" to read ""fourteen (14) calendar days""

Amend Paragraph 10.05.E by deleting it in its entirety.

And so amended, Paragraph 10.05 remains in effect.

ARTICLE 13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.04

Amend the first sentence of Paragraph 13.04.B of the General Conditions to read as follows:

"If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request and with OWNER's written approval, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment."

And so amended, Paragraph 13.04 remains in effect.

SC-13.07

Delete Paragraph 13.07.D of the General Conditions in its entirety and insert the following in its place:

"D. Notwithstanding any other provision of this section or the Contract Documents to the contrary, this provision shall not serve to limit any causes of action which the OWNER may have against the CONTRACTOR for Defective Work or for otherwise failing to fulfill CONTRACTOR's obligations under the Contract Documents; nor shall this provision serve to limit the time in which such causes of action shall be asserted."

SC-13.09

Amend the second sentence of Paragraph 13.09.B of the General Conditions to read as follows:

"In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere."

And so amended, Paragraph 13.09 remains in effect.

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02

Amend Paragraph 14.02.D.1.b of the General Conditions to read as follows:

"Claims or Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;"

Add Paragraph 14.02.D.1.e to the General Conditions to read as follows:

"OWNER concludes that one or more of the events enumerated in Paragraph 14.02.B.2.a through 14.02.B.2.c have not occurred."

And so amended, Paragraph 14.02 remains in effect.

SC-14.03

Amend Paragraph 14.03.A of the General Conditions to read as follows:

"CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens or Claims."

And so amended, Paragraph 14.03 remains in effect.

SC-14.04

Insert prior to the first sentence of Paragraph 14.04.A of the General Conditions the following:

"Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the OWNER can occupy or utilize the Work for its intended use."

And so amended, Paragraph 14.04 remains in effect.

SC-14.07

Amend Paragraph 14.07.A.2(d) of the General Conditions to read as follows:

"complete and legally effective releases or waivers (satisfactory to OWNER) of all Claim or Lien rights arising out of or Claims or Liens filed in connection with the Work."

Amend Paragraph 14.07.A.3 of the General Conditions to read as follows:

"In lieu of the releases or waivers of Liens and Claims specified in Paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien or Claim could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien or Claim."

Amend Paragraph 14.07.C.1 of the General Conditions to read as follows:

"If OWNER concurs with ENGINEER's recommendation, thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR."

And so amended, Paragraph 14.07 remains in effect.

SC-14.09

Amend Paragraph 14.09.A.1 of the General Conditions to read as follows:

"a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens or Claims of laborers and materialmen, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and"

And so amended, Paragraph 14.09 remains in effect.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

SC-15.02

Amend Paragraph 15.02.A.1 of the General Conditions to read as follows:

"CONTRACTOR's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);"

Amend the first sentence of Paragraph 15.02.B of the General Conditions to read as follows:

"If one or more of the events identified in Paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site and take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient."

And so amended, Paragraph 15.02 remains in effect.

ARTICLE 16 DISPUTE RESOLUTION

SC-16.01

Amend Paragraph 16.01 A. of the General Conditions by deleting the second and third sentences in their entirety.

Amend Paragraph 16.01 B. of the General Conditions by deleting it in its entirety.

ARTICLE 17 MISCELLANEOUS

Amend "ARTICLE 17 MISCELLANEOUS PROVISIONS of the General Conditions to add the following provisions:

- 17.07 WAGE RATES. The prevailing wage rates for this project are included as Exhibit A to the Supplementary Conditions and are hereby made a part of the Contract Documents by reference. Wages not less than these rates must be paid on this project, including fringe benefits. The CONTRACTOR shall post the Prevailing Wage Rate Determination in a prominent and easily accessible location at the project site and shall abide by all associated laws and regulations pertaining thereto.
- 17.08 LIQUIDATED DAMAGES. The Owner will suffer financial loss in an amount that is difficult to quantify if the Project is not Substantially Completed on the date set forth in the Contract Documents. The Owner may assess liquidated damages against the Contractor (and its surety) in an amount equal to .5% of the Contract per week for each project, as fixed, agreed and liquidated damages and not a penalty, for each calendar day of delay until the Work is Substantially Completed. In the event liquidated damages are caused by the Contractor and another entity, the Owner may reasonably apportion damages. The right to assess liquidated damages is in addition to, and not in limitation of, any right or remedy available to the Owner."
- 17.09 VENUE. This Agreement is governed by the laws of the State of Texas. The parties agree that venue for any litigation arising out of this Agreement shall lie exclusively in the State and Federal Courts in Harris County, Texas.
- 17.10 NO THIRD PARTY BENEFICIARIES The signing parties to this agreement do not intend to confer any rights upon any persons not a party to this Contract; accordingly this contract shall not be construed to create any third party beneficiaries."

(SPACE INTENTIONAL)

PART II OTHER PROVISIONS

The following additional items are attached to this section.

1. Exhibit A, Wage Rates
2. Exhibit B, Worker's Compensation Insurance Coverage
3. Exhibit C, A Listing of the Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative
4. Exhibit D, Addenda (if any)
5. Exhibit E, Change Order (form)
6. Exhibit F, Application for Payment (form)
7. Exhibit G, Storm Water Pollution Prevention Plan
8. Exhibit H, Conflict of Interest Questionnaire

END OF SECTION 00800

EXHIBIT B
MEMORANDUM

4/28/2008

Date: April 28, 2008
To: City of Tomball Contract Insurance Requirements
From: Mark A. McClure, P.E. *mm*
Director of Engineering & Planning
City of Tomball
Re: Certificate of Insurance Explanations

Effective immediately, to facilitate the processing of Contracts, the Engineering & Planning Department is requesting the following information be submitted with each Certificate of Insurance. A sample insurance form is attached, matching the numbered listings below:

1. Certificate must not be more than 12 months old.
2. Name and address of producer writing coverage.
3. Name of insurance company providing coverage as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance. Company must have rating of B+ or better; provided, however, that this requirement will be waived for workers compensation coverage if the coverage is placed with a company that participates in the State of Texas Workers' Compensation Assigned Risk Pool.
4. Name and address of insured, as shown on policy.
5. Must reference the insurer of the policy being described.
6. Must be a policy number, no binders.
7. Date policy became effective.
8. Expiration date must be at least 60 days from date of deliver of certificate.
9. Check limits of liability against contract.
10. Must check either; 1) Any Auto, or 2) All Owned, Hired, and Non-Owned Autos.
11. Statutory limits must be checked per our ordinance.
12. Must name the City as Additional Insured on Commercial General Liability and Automobile Liability. Must have a Waiver of Subrogation in favor of the City on Commercial General Liability, Automobile Liability, and Workers' Compensation/Employers' Liability.
13. Name and file number of project.
14. Address of the City of Tomball and the name of the project manager (as a suggestion either project applicable Department Director or Assistant City Manager).
15. Cancellation clause of the underlying policy must endorsed to provide that , "should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named."
16. Signature or facsimile signature of authorized representative of producer.

UNLESS OTHERWISE SPECIFIED:

Minimum Insurance Requirements: Small contracts (less than \$50,000.00)-Workers compensation insurance and Automobile Liability Insurance required by law.

Minimum Insurance Requirements: All other contracts-

1. Commercial General Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. \$1,000,000 Aggregate Policy will include coverage for a) Premises - Operations; b) Broad Form Contractual Liability; c) Products and Completed Operations; d) Use of Contractors and Subcontractors; e) Personal Injury; f) Broad Form Property Damage; g) Explosion Collapse and Underground (XCU) Coverage (when applicable), Fire Damage, Medical Expense. NOTE: The aggregate loss limit applies to each project.
2. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability Limits.
3. Automobile Liability - \$500,000 per occurrence; 1,000,000 Aggregate if contract involves road construction projects.

CERTIFICATE OF LIABILITY INSURANCE

1 DATE (MM/DD/YYYY)

PRODUCER <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">2</div>	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">4</div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; padding: 2px;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center; padding: 2px;">3</td> </tr> <tr> <td style="padding: 2px;">INSURER A:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER B:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER C:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER D:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER E:</td> <td style="padding: 2px;"></td> </tr> </table>	INSURERS AFFORDING COVERAGE	3	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																																								
5		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6	7	8	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																																								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																																								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																																								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$																																								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;">WC STATU-TORY LIMITS</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">11</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		WC STATU-TORY LIMITS	OTH-ER									E.L. EACH ACCIDENT								11		E.L. DISEASE - EA EMPLOYEE										E.L. DISEASE - POLICY LIMIT								
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	E.L. DISEASE - POLICY LIMIT																																													
		OTHER PROFESSIONAL LIABILITY				PER CLAIM \$ AGGREGATE \$																																								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES ENDORSED TO INCLUDE CITY OF TOMBALL

PROJECT DESCRIPTION: 13

CERTIFICATE HOLDER City of Tomball 501 James Street Tomball, Texas 77377	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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EXHIBIT C

A Listing of the Duties, Responsibilities, and Limitations to Authority of the Resident Project Representative (RPR)

A. General

RPR as Owner's agent at the site, will act as directed by and under the supervision of the Owner, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules:

Review the progress schedule, schedule of Shop Drawing submittals, and other required schedules prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings:

Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist in understanding of the Contract Documents, and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

4. Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and samples.
- b. Receive samples, which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections, and Tests:

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
- c. Verify that tests, equipment, and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors, other than the OWNER's, representing public or other agencies having jurisdiction over the Project, record the result of these inspections, and report to ENGINEER.

6. Interpretation of Contract Documents:

Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contract clarifications and interpretations as issued by the ENGINEER.

7. Modifications:

Consider and evaluate CONTRACTOR's suggestions, for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarification and interpretations of the Contract Documents, progress reports, and other Project-related documents.
- b. Keep a diary or log book recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to ENGINEER.

- c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major Suppliers of materials and equipment.

9. Reports:

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- b. Consult with ENGINEER in advance of schedule of major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining back-up material from CONTRACTOR, and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to OWNER and ENGINEER upon the occurrence of any accident.

10. Payment Requests:

Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of items, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals:

During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion of correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by ENGINEER.
2. Shall not exceed limitations of authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractor, or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Owner.

EXHIBIT D

EXHIBIT D

Attach any and all Addendums

**EXHIBIT E
CHANGE ORDER**

Project No. _____

Document 00941

CHANGE ORDER / C.O. No. _____

PROJECT:
CONTRACT No.: _____ PROJECT No.: _____

TO: [Contractor's Company Name]
Contractor and [Contractor's Address]
Address for Written Notice _____

REFERENCE RFIs/RFPs: _____

1.01 DESCRIPTION OF CHANGES

CONTRACT CHANGE

	<u>AMOUNT</u>	<u>TIME</u>
ITEM 1 SCOPE: <i>[Description of first change order item]</i> JUSTIFICATION: <i>[Justification for adding or deleting work described in "Item 1 Scope"]</i>	\$0.00	0 Days
ITEM 2 SCOPE: JUSTIFICATION:	\$0.00	0 Days
ITEM 3 SCOPE: JUSTIFICATION:	\$0.00	6 Days
TOTALS:	\$0.00	6 Days

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

Contractor Signature and Title

Date

1.03 ACCEPTANCE BY THE CITY

Project Manager Date

[Director – Required for COs to Council] Date

[Intermediate Authority, if needed] Date

[Mayor – Required for COs to Council] Date

[Intermediate Authority, if needed] Date

City Engineer Date

END OF DOCUMENT

cc: *[Design Consultant], [Owning Dept. Director], [Other Copy Addrees], [File(s)]*

EXECUTIVE SUMMARY

C.O. No. _____ Contract No.: _____ Proj. No.: [File No.]

1.01	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$1,000,000.00	100.00%
B.	Previous Change Orders	\$0.00	0.00%
C.	This Change Order	\$0.00	0.00%
D.	Contract Price	\$1,000,000.00	100.00%

Date of Commencement of the Work: Monday, September 30, 2002

1.02	CONTRACT TIME SUMMARY	DURATION	COMPLETION DATE
A.	Original Contract Time	180 Days	Friday, March 28, 2003
B.	Previous Change Orders	0 Days	Friday, March 28, 2003
C.	This Change Order	0 Days	
D.	Contract Time	180 Days	Friday, March 28, 2003

1.03 TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK
 A. Including this Change Order, the following table is provided to track conditions related to Paragraph 7.1.2.3 of Document 00700 - General Conditions.

<u>CHANGE ORDER No.</u>	<u>AMOUNT ADDED</u>	<u>PERCENT OF ORIGINAL CONTRACT PRICE</u>
[1]	[\$0.00]	[0%]
<hr/>		
TOTALS	\$0.00	0.0%

END OF SUMMARY

INSTRUCTIONS

PURPOSE: Change Orders are used to affect Modifications to the Contract. Prior to final payment, previously approved Work Change Directives can be combined into a summary Change Order to reconcile project cost accounting. When signed and dated by Contractor and City Engineer, document becomes an approved Change Order.

APPLICATION: This form is applicable to agreed on Modifications to the Contract including, but not limited to the following:

- . Additions or reductions (including deletions) of existing bid item quantities.
- . Increases or decreases in construction Contract Time.
- . Change in methods, material, etc., not covered by existing bid item quantities.
- . New work not covered by existing bid item quantities.
- . Price or schedule consideration for conditions not indicated by the Contract.

INSTRUCTIONS: Project Manager or Design Consultant prepares this form. The Executive Summary is for use by the City in analyzing the Change Order but is not a part of the Change Order. This form has two MS Excel tables imbedded in the MS Word document (Paragraphs 1.01 and 1.02 in the Executive Summary). Double click on any cell in these tables to make entries in spreadsheet mode. Click anywhere outside the spreadsheet to return to wordprocessing mode. Other tables in the Change Order and Executive Summary are MS Word tables, not imbedded Excel spreadsheets. Red colored text and numerals represent input fields. Black text and numerals are in cells with formulas or fixed text. Do not make entries in these cells. Following instructions correspond to blanks requiring input and paragraph numbers on form. Paragraph 1.02 of the Change Order form is completed by Contractor. All other items are completed by the City or Design Consultant. Paragraph 1.03 of the Change Order form is completed by administrative and approving authorities. Contractor shall provide all backup material to justify the costs of items enumerated in Paragraph 1.01 of the Change Order form.

CHANGE ORDER FORM:

1. Insert Change Order number and Contract number for the Project at the top of each page, following page one, if the Change Order must be longer than one page.
2. Insert Project name exactly as stated in the Agreement.
3. Insert Project number and other identifying numbers (e.g. CIP, Proj. No., AIP, File No.) for the Project.
4. Insert name of Contractor performing the Work and Contractor's address for notices. Address should be as shown in the Agreement unless changed by proper notice.
5. Insert applicable references to related RFIs and RFPs.
6. Paragraph 1.01: Insert brief descriptions of the changes, including reference to applicable Work Change Directives. Give justification to support change, cost of making change, and adjustment in Contract Time warranted by change. If more than one item is included, number each item. Extend the table to additional pages if necessary. Formulas are imbedded for totals but check the math when extending the table length.
7. Paragraph 1.02: Project Manager signs and dates and has other administrative authorities or representatives sign and date where indicated. Project Manager will substitute actual titles of these persons where red bracketed instructions are shown. Mayor's and Contracting Department Director's signature (and date) are only needed when the Change Order must go to City Council for funding prior to approval. City Engineer for Contracting Department (should be the same person designated in the Agreement) will only sign and date Paragraph 1.03 when funds are approved and in place for payment of additional work. City Engineer's signature and date signify approval of Change Order and is the only authorized approval authority of the City according to Document 00700 – General Conditions.
8. Insert appropriate list of "copy to" persons and file. Delete brackets and instructions. Change color of remaining text to black.

EXECUTIVE SUMMARY:

1. Paragraph 1.01: Insert (A) Original Contract Price, (B) cost of previous Change Orders and (C) cost of this Change Order in the price summary block. Other amounts and percentages in block are calculated by formula. Cost of this Change Order is calculated at the bottom of the table in Paragraph 1.01 of the Change Order form, when all items have been filled in BUT it does not automatically change the amount in Paragraph 1.01 C.
2. Paragraph 1.02: Insert Date of Commencement of Work (from Notice to Proceed), (A) original Contract Time, (B) additional days added from previous Change Orders and (C) days required for this Change Order in the time summary block. Other days and dates in block are calculated by formula. Days for this Change Order are calculated at the bottom of the table in Paragraph 1.01 of the Change Order form, when all items have been filled in BUT it does not automatically change the amount in Paragraph 1.02 C.
3. Paragraph 1.03 A: Project Manager will provide information from all previous Change Orders for this table (i.e. number, amount and percentage of Original Contract Price) so that it can be determined if Council Action is necessary. *NOTE: The conditions of Paragraph 7.1.2.3 of Document 00700 - General Conditions may make Council Action necessary even if funding is already available and even if the 5% contingency threshold has not yet been reached.*

Document 00643 (sample form)
(Contractor required to submit final form utilized for approval)

ESTIMATE AND CERTIFICATE FOR PAYMENT, UNIT PRICE WORK

Project Name: _____ Estimate No. _____
 Contractor: [Contractor's Company Name] Cut off Date: _____
 Address: [Contractor's Company Address] Estimate Date: _____
 Contract No.: [Contract Number]
 Project No.: _____
 Ordinance No.: [Contract Ordinance Number]

Contract Date: _____
 Start Date: _____
 Current Contract Completion Date: _____
 Substantial Completion Date: _____
 Percentage: By Time 0.00% In Place 0.00%

CONTRACT TIME IN CALENDER DAYS

Original Contract Time: _____ Days
 Approved Extensions: _____ Days
 Total Contract Time: _____ Days
 Days Used to Date: _____ Days
 Days Remaining to Date: _____ Days

Date Insurance Exp. _____ Drug Policy Due _____

Current _____ Schedule Update Received _____

CONTRACT AMOUNT TO DATE:

1. Original Contract Price:		<u>\$0.00</u>
2. Approved Change Orders: <u>No./Description</u>	<u>Amount</u>	
_____	<u>\$0.00</u>	
Total Change Orders to Date: _____ +/-	<u>\$0.00</u>	<u>\$0.00</u>
TOTAL CONTRACT AMOUNT:		<u>\$0.00</u>

A. EARNINGS TO DATE:

1. Work Completed to Date: <u>0.00%</u> Complete	<u>\$0.00</u>	
2. Materials Stored on Site:	<u>\$0.00</u>	
3. Materials Stored in Place:	<u>\$0.00</u>	
4. Balance - Materials Accepted, Not in Work:	<u>\$0.00</u>	
TOTAL EARNINGS TO DATE:		<u>\$0.00</u>

B. DEDUCTIONS:

1. Retainage: <u>0.00%</u> of <u>\$0.00</u>	<u>\$0.00</u>	
2. Add: Retainage Deduction:	<u>\$0.00</u>	
3. Total Retainage:	<u>\$0.00</u>	
4. Liquidated Damages: _____ Days @ _____	<u>\$0.00</u>	
5. Quality Control Retest Cost:	<u>\$0.00</u>	
6. Sunday/Holiday Overtime Cost:	<u>\$0.00</u>	
TOTAL DEDUCTIONS:		<u>\$0.00</u>

C. AMOUNT DUE THIS PERIOD:

1. Total Earnings to Date:	<u>\$0.00</u>	
2. Total Deductions:	<u>\$0.00</u>	
3. Total Payments Due:		<u>\$0.00</u>
4. Less Previous Payments:		<u>\$0.00</u>
5. Restoration Adjustment:		<u>\$0.00</u>
TOTAL AMOUNT DUE THIS DATE:		<u>\$0.00</u>

Prepared By: _____ Date: _____ Checked By: _____ Date: _____

Submitted By: _____ Date: _____ Approved: _____ Date: _____

Approved: _____ Date: _____
 Director, [Contracting Department]

END OF DOCUMENT

EXHIBIT G

Storm Water Pollution Prevention Plan

Refer to Plans and Specifications

EXHIBIT "H"

Section 00800

Conflict of Interest Questionnaire

City of Tomball



*Gretchen Fagan
Mayor*

February 7, 2008

Attention: Vendors, Agents, Contractors, Prospective Bidders, Etc.

Re: House Bill 914 – Adding Chapter 176.2 to the Local Government Code

In the 2005 Regular Session, the Texas Legislature passed House Bill 914, which requires the disclosure and availability of information concerning certain local government entities, local government officials, and vendors or other persons, agencies, corporations, or entities contracting or seeking to contract with the City of Tomball for the sale or purchase of property, goods or services.

As a courtesy, enclosed is a copy of the Conflict of Interest Questionnaire (CIQ), a copy of HB 914, and a list of all City officials, as defined under Chapter 176 of the Local Government Code. Please complete this questionnaire and return to the City Secretary as soon as possible at the following address:

CIQ
Attention: City Secretary
City of Tomball
401 Market Street
Tomball, Texas 77375.

If you need additional information regarding the new requirements, please contact your attorney for additional instructions. You may also contact me at 281-290-1002 or dspeer@ci.tomball.tx.us.

Sincerely,

Doris Speer
City Secretary

Enclosure

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date