

CSP # 9125
Scope of Work
Concrete Repair and Installation

EXHIBIT 1

The respondent's submission shall have accurately described your understanding of the objectives and scope of the requested products and services and provided an outline of your process to implement the requirements of the Scope of Work and Services. It is anticipated that the scope of work will include, at a minimum, the following:

SCOPE

The City of Denton is seeking a contractor to provide installation of new public concrete improvements and the repair of existing public concrete improvements through an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. The concrete improvements will primarily be focused on streets, pedestrian facilities and drainage structures but other miscellaneous concrete improvements may be requested. The improvements will be spread throughout the City limits and its Extra Territorial Jurisdiction (ETJ). The quantities for new installation and repair work are estimated and will vary according to the needs of the City. Pricing shall include all costs, including but not limited to, labor, supervision, equipment, materials, line locates, site restoration, erosion control and traffic control. All services shall follow all local, state and federal laws.

DESCRIPTION

This contract will include the installation of new concrete improvements and the removal of existing concrete improvements including but not limited to; pavement, curb and gutter, ADA ramps, sidewalks, drainage structures, small retaining walls, and utility pads or bases. The contractor will be responsible for hauling and disposing of the materials. The Contractor shall follow the City of Denton Standard Construction Specification and Details as set out in the Project Manual and Exhibit 2.

DEFINITIONS

For purposes of this proposal, the term "Project Manager" means the City Representative assigned or their duly authorized representative, to administer and oversee work performed under this contract.

NORMAL WORKING HOURS

For this contract, normal working hours will be considered as 7:00 a.m. to 6:00 p.m. Monday through Friday. Work outside the normal working hours, including Saturday and Sunday, or during restricted hours as defined in the specification, shall not be permitted except with the written permission of the City of Denton's Project Manager (Project Manager). In addition, no work will be allowed on legal city holidays except with the written permission of the Project Manager.

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Requests shall be made on a case-by-case basis in writing at least 5 days in advance. The following is a list of the City's legal holidays:

1. New Year's Day (January 1)
2. Martin Luther King's Birthday (third Monday in January)
3. Memorial Day (last Monday in May)
4. Juneteenth (June 19)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veterans Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. Friday after Thanksgiving (fourth Friday in November)
10. Christmas Eve Day (December 24)
11. Christmas Day (December 25)

No excavation will take place three days prior to Thanksgiving and Christmas Holidays.

NOISE ORDINANCE

The erection, excavation, demolition, alteration, or repair work on any building at any time other than between the hours of 6:00 a.m. and 8:30 p.m. Monday through Friday from June 1 to September 30; between 7:00 a.m. and 8:30 p.m. Monday through Friday from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday; provided, however, that the city council may issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience;

Contractor shall observe business-like conduct and etiquette at all times, treating all citizens with respect regardless of race, age, or economic status.

Maintain a center of operations and/or office with telephone or cell phone to support daily operations. This center of operations shall be staged with capable personnel to manage ongoing operations in compliance with the terms and conditions of this agreement. Responses to all calls within four hours are required during working hours

WORK PROCEDURE

The total amount of work under this proposal is identified in the Unit Price Proposal form (00 42 44). The proposed work total is approximate in nature and may change over time. The total dollar amount of work represented in the Unit Price Proposal will not be reduced or expanded by more than 25%.

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The total work will be divided into a series of separate work projects to be implemented over the course of the contract duration. Each work project will have its own set of project drawings or documents to be followed in implementing the work. Each work project will require separate construction estimates and construction schedules from the Contractor. Work orders for each project will be issued by the Project Manager or their duly assigned designee prior to the commencement of the project work.

RESPONSE TIME REQUIREMENTS

The successful respondent will be required to meet the response times to issued work orders as follows:

For repair of existing concrete facilities or infrastructure:

Five (5) business day response time after vendor is contacted by the City to provide a schedule of the planned work.

Work will commence within ten (10) business days of receiving the first notice to proceed. The contractor will not leave site after work has commenced for more than 3 business days.

For installation of new concrete facilities or infrastructure:

Ten (10) business day response time after vendor is contacted by the City to provide a schedule of the proposed new construction. City shall provide the desired construction start date with the work proposal.

Work will commence within thirty (30) business days of receiving the notice to proceed and construction plans, if required.

If the successful respondent is unable to meet these response time requirements, the City of Denton will have the option to award a portion of this contract to a secondary vendor.

Repeated failures to meet the response time requirements listed above may be considered a breach of the contract.

STAGING AREAS

The contractor will be responsible for acquiring locations for staging material and equipment for each work project. City Right-of-Way should not be assumed for potential staging areas.

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Contractor shall provide the City any copies of signed agreements with private properties for the use of their land.

ROW PERMITS

The contractor will be responsible for acquiring Right-of-Way permits from the City for each work order located within City Right-of-Way. The Contractor shall comply with all applicable procedures and requirements set forth in the current Right-of-Way Ordinance as codified in the City of Denton Code of Ordinances. Information regarding the permit application process can be found on the City's website at <https://www.cityofdenton.com/237/Permits-Licenses>.

UTILITIES AND LOCATES

The Contractor will be responsible for obtaining all necessary location services and coordinating with other utilities in the work vicinity prior to digging. The following are the most common utilities having facilities in and around the City of Denton. Other facilities may be present, and each site shall be thoroughly researched prior to any work beginning.

<u>Utility Company</u>	<u>Type of Service</u>
Frontier	Telephone, Fios Cable Television, Communications
Charter Communications	Cable Television, Communications
TXU	Electric
Atmos Energy	Gas
Co-Serv	Electric, Gas, Communications
City of Denton	Sewer, Water
DME	Electric, Communications

CREW COORDINATION

The contractor will be required to coordinate construction activities with other organizations performing work in the same project areas. The Contractor shall be required to provide to the City Project Manager written notification that all other organization working in the area have been contacted by the Contractor before being allowed to proceed with the work. Such coordination shall not entitle the contractor to any claims or additional compensation. Some work may be required on weekends and holidays to coordinate with other organizations. Payment will be made based only on unit cost for all construction.

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U.S. POSTAL MAIL BOXES

The Contractor shall be fully responsible for maintaining and protecting all existing U.S. Postal mailboxes during the construction period. Postal mail delivery must be maintained on a daily basis to the residents next to any construction under this contract. If areas with mailboxes are completely closed to traffic during construction activities, a **temporary mailboxes will be installed at the nearest street corner for temporary delivery service.** The Contractor shall relocate the boxes working in cooperation with the Postal Director and the Construction Manager. Following the completion of construction, the Contractor shall restore all postal boxes to the location behind the curb. Because of the legal significance of the postal delivery service, the Contractor shall consider this responsibility as a priority. Temporary mailboxes shall be placed 42" above the ground and located directly behind the back of the curb. Both measurements shall be to the front lower face of the mailbox. The homeowners' mailboxes will stay at their original locations during the construction. The contractor shall take responsible measure to protect the mailboxes from being damaged.

SAFETY

The Contractor, while working for the City, shall conduct all operations in a safe manner and in accordance with all state, federal, and city regulations.

As part of the proposal, a copy of the prospective vendor's annual US Department of Labor OSHA 300 Logs that replaced the OSHA 200 Logs as of January 2002 and safety manual shall be included or made available upon request.

Safety Manual shall include shoring and CPR training requirements and curriculum. Also, vendors must submit the Safety Record Questionnaire as included in this document.

City of Denton reserves the right to inspect Contractor's safety and training records prior to and after award of contract.

The Contractor shall immediately correct any unsafe conditions identified by the Construction Manager. If the Contractor fails to immediately correct such unsafe conditions, the Construction Manager may either have the unsafe conditions corrected by others at the Contractor's expense, or direct that the work be stopped immediately in the area of the unsafe condition.

TRAFFIC CONTROL

The Contractor must submit a Traffic Control Plan (TCP) for each work location in conformance with the most current version of the Texas Manual on Uniform Traffic Control Devices (TMUCD) and City Specification Section 34 71 13 prior to the commencement of work. The TCP shall be reviewed by the City's Traffic Engineering Division prior to implementation. The Contractor shall

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furnish and erect such barricades, fences, flashers, signals, and signs, and other precautionary measures for the protection of persons and property as necessary to comply with all federal, state, and local regulations. The Contractor shall be responsible for maintenance of traffic control devices in proper working order and according to the approved plan. Failure of the Contractor to insure proper barricading, signage, and/or traffic control on a recurring basis may be considered a breach of contract.

This contractor shall provide a minimum of two phone numbers where a knowledgeable individual can be contacted, on a 24 hour basis, to repair barricades and/or signs that might be discovered to be inadequate, damaged, vandalized, and/or missing. The contractor must respond to the City's request within one (1) hour and be onsite within two (2) hours to address any issues.

FIELD CONDITIONS

City of Denton makes no guarantees as to actual field conditions that may be encountered for any project. The Contractor, in accordance with state law, is responsible for locating all underground facilities prior to excavation. City of Denton will provide as much information as is available for each project but makes no guarantee of accuracy or completeness. In the event the Contractor fails to exercise appropriate caution or to complete underground locating, all costs for repair shall be the Contractor's responsibility. Any restoration shall be with the same type of material and construction as the original, or better.

The Contractor shall be responsible for damage to any underground utilities and associated property damage as a result of operator error or failure to exercise appropriate caution. Contractors are required to make the necessary repairs in a timely manner as deemed by City of Denton. If repairs are not made as required, the City will make the repairs and bill the contractor for services.

CLEANUP AND RESTORATION

The Contractor shall be responsible for cleanup and restoration of all areas disturbed in any way during the course of construction in conformance with city of Denton Specification Section 01 74 23. The level of surface restoration must be equal to original undisturbed conditions or at a level approved by the City. Where work will be intensive and the City of Denton has agreed to finish out the landscape work, the Contractor shall bring the surface to original shape and finished grade, ready for landscaping. Contractor is responsible for control and disposal of all spoils onsite at each job location and shall dispose of all materials, debris and trash in an appropriate manner and in accordance with all local, state and federal regulations. The City of Denton requires that mats or plywood be used in yards and grassy areas to reduce amount of damage. Where additional or unnecessary damage occurs to private or personal property and/or yards, the Contractor will make these repairs at their expense.

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The contractor, at the end of construction, shall fill and grade all holes, ruts, settlements and depressions to match the elevation of adjacent surfaces, and repair any damage created by the Contractor's construction. All areas disturbed by construction shall be restored to their original condition to the maximum extent practicable.

Cleanup and restoration must be approved by the City of Denton representative before work is considered complete and invoices will be processed.

SITE CLEANLINESS

During construction, the Contractor shall, at all times, keep work sites and adjacent premises as free from material, debris, and/or rubbish as possible in conformance with City of Denton Specification Section 01 74 23. All material used to backfill behind curbs and trenches shall be tamped or compacted in such a manner as to keep it in a stabilized condition if rain or high winds occur.

Contractor shall remove all waste material and trash from the site daily and comply with any other instructions concerning site cleanliness from the Construction Manager. The Contractor shall remove all surplus materials and temporary structures from the site when they are no longer needed.

DUST CONTROL

L. Dust Control

1. Use acceptable measures to control dust at the Site.
 - If water is used to control dust, capture and properly dispose of waste water.
 - If wet saw cutting is performed, capture and properly dispose of slurry.

Contractor shall control the dust on site daily. If anything besides water used then the contractor shall submit SDS/MSDS for the product for approval.

EROSION CONTROL

The Contractor is responsible for creating an erosion control plan for each construction project that includes significant soil disturbance. The contractor is responsible for installing, maintaining and removing erosion control devices associated with each project in accordance with City of Denton Standard Specification Section 31 25 14. It is not anticipated that the Contractor will work on projects with greater than 1 acre of disturbed surface, but in the event that occurs, the Contractor will be allowed to negotiate with the City for additional monies to handle the reporting and monitoring requirements of State Stormwater Pollution Prevention regulations.

TESTING AND INSPECTION SERVICE

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Contractor is responsible for the cost and implementation of any testing or inspection services required by the contract work. The cost associated with such testing or inspection services is considered incidental to the overall project work and will not be paid for separately. Refer to Section 01 45 23 in the City of Denton Standard Construction Specification.

UNANTICIPATED WORK ITEMS

It is very likely that work items unaccounted for in the bid item list will be encountered on some projects. Those items shall be handled as negotiated additive change orders between the City and the Contractor following the provisions of the General Conditions 00 72 00. See specifically Articles 11 and 12 of the General Conditions for guidance on handling unanticipated work.

QUALITY CONTROL

The Contractor shall be responsible for the quality control of each installation to assure that all requirements of these specifications are met. The City of Denton reserves the right to observe, to inspect and to require additional quality control investigations, either by its personnel or an independently employed quality control investigator, at any or all stages of installation. Failure to adequately maintain quality of installation until completion shall be grounds for cancellation of the order or any part thereof.

Defective or unsatisfactory work shall be governed by the provisions of Article 13 of the General Provisions 00 72 00.

City of Denton shall inspect proposed work before installation. The inspections are intended to ensure that installations meet the City of Denton Current Construction Standards. The Contractor shall coordinate this inspection with the Project Manager.