

II. Construction Requirements

A. Requirements and Conditions prior to commencing Construction:

1. Approval of all permits.
2. Completion of pre-construction conference conducted by the Director of Public Works or a designated representative.

NOTE: A written request to schedule a pre-construction conference must be made to the Public Works Department a minimum of five (5) working days in advance of the requested meeting date.

3. Submittal of two (2) copies of concrete mix design (as determined by an approved independent laboratory or certified testing company) to the Director of Public Works.
4. Notification to the assigned Construction Inspector two (2) working days prior to beginning any construction.
5. Submittal to the Public Works Department of any additional Right-of-Way or Easements documents dedicated to the City by separate instrument (including legal description and an exhibit showing the metes and bounds on a plan view detail) on a form acceptable to the City, along with a check made payable to the City of Roanoke for applicable recording fees.
6. File Notice of Intent as required by the U.S. Environmental Protection Agency for Storm Water Pollution Control and provide a copy to the Director of Public Works.
7. Provide the City with video of adjacent streets and any other infrastructure.
8. Submittal of insurance and bonds to the Public Works Director.

B. Requirements during Construction:

1. Working Hours:
 - a. Standard daylight hours shall be defined as the hours between 7:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. Saturday. No construction equipment or machinery shall be operated before or after standard daylight hours and within one thousand (1000) feet of any residence. Work on Sundays or legal holidays as shown in section B.ii.2; shall not be done without the written consent of the Director of Public Works except for work done in connection with the care, maintenance or protection of equipment or already completed work or to correct conditions that are unsafe to the public.

b. Exceptions:

- i. Concrete placement work shall be scheduled so that all pouring and finishing shall be completed during standard daylight hours, except as approved by the Public Works Department. When working under emergency conditions, or when work must be concluded under artificial lighting, lighting shall be erected and directed so that it shall not shine upon any residence or create a visual traffic hazard.
 - ii. Certain traffic congestion areas will require modified standard work hours to be enforced where street blockages, traffic flow, channeling of traffic and/or flagmen are required. The contractor will be notified of these areas during the pre-construction conference. The City has the right to stop any work that requires lane closures.
 - 1) Saturday work and prior approved Sunday and holiday work, shall be considered as overtime with inspection fees charged accordingly.
 - 2) The following holidays are to be observed and construction is not to be undertaken unless prior approval is received from the Director of Public Works:

▪ New Year's Day	▪ Martin Luther King Day
▪ Good Friday	▪ President's Day
▪ Memorial Day	▪ Labor Day
▪ Independence Day	▪ Veteran's Day
▪ Thanks Giving Day and the following Friday	
▪ Christmas Eve Day and Christmas Day	
2. The contractor shall possess one (1) copy of each approved construction permit pertaining to the project, one (1) set of approved construction drawings, (1) set of the Storm Water Pollution Prevention Plan, and have one set of each document available on the project site.
 3. Each contractor or subcontractor must possess a stamped approved set of engineering plans pertaining to the contractor's phase of work at the project site.
 4. One (1) copy of the pre-construction conference form must be in possession on the project site for emergency contacts, and must include at least one (1) 24 hour project representative contact.
 5. One (1) copy of the City water meter deposit receipt must be on file when construction of the project requires metered water.
 6. Sanitary facilities shall be provided on project site.

7. The contractor shall comply with all of the City's ordinances and State Laws.
8. No tracked equipment shall be used on the streets of the City of Roanoke. Vehicles with steel lugs and/or plates shall not be operated on the streets of the City of Roanoke. Where such machinery must be used for construction, the contractor shall use timbers, tires, or mounded earth over the paving surface to protect the pavement. Where such machinery must be loaded or unloaded from proper carrier vehicles, timbers, tires, or mounded earth shall be used to protect the paving, and curbs. The general contractor shall be responsible for any damage from operation of a tracked vehicle on the project with the damage being repaired to the satisfaction of the Director of Public Works and/or designated representative, before acceptance of the project.
9. No construction shall continue on property that is or becomes the subject of a City initiated condemnation proceeding unless the construction is continued in conformance with approved engineering plans reflecting the post-condemnation condition of the property as set forth in the condemnation petition.
10. All contractors working within the City right-of-way must comply with the latest edition of the Texas Manual of Uniform Traffic Control Devices (TMUTCD).

C. Requirements and Conditions for Final Acceptance of the Project:

1. All sidewalks, sodding, seeding, screening walls, fences and all required appurtenances must be constructed as required by the approved construction plans along with replacement of any traffic (lane divider) buttons and/or paving striping and any pavement damaged during the construction activities before scheduling any final inspections. Final inspection and re-inspection of any corrections of construction shall be requested in writing five (5) days prior to the requested date to the Public Works Department.
2. All fees and assessments due to the City of Roanoke must be paid in full, inclusive but not necessarily conclusive of the following:
 - a. Water bacteriological testing fees
 - b. Construction inspection fees
 - c. Construction inspection overtime fees
 - d. Metered City water fees
3. Original two year maintenance bond(s) shall be furnished by the developer on the insuring company's form. The bond shall be dated to begin from the date of acceptance of the project by the City. The maintenance bond shall come from an approved surety company holding a permit from the State of Texas to act as surety and acceptable according to the latest list of companies holding certificates of approval from the State Board of Insurance under 7.19-1 of the Texas Insurance Code. Maintenance bonds for projects are to be ten percent (10%) of the total contract amount for the facilities to be

accepted and maintained by the City. These facilities include water, sanitary sewer, paving and drainage improvements within right-of-way and easement dedication to the City.

4. “As-Built” Drawings: The contractor shall be responsible for providing “As-Built” drawings to the City of Roanoke Public Works Department for the project. “As-Built” drawings shall be 22”x 34” in size and shall consist of one (1) Revised Engineering Drawing set, and one (1) compact disc set in AutoCAD and/or PDF format. Included in these drawings should be a copy of the plat, water, sanitary sewer, and storm sewer systems (in plan view only). Raster files and other file formats are not acceptable. The City will not accept marked up field drawings from a contractor, owner or engineer. All revisions must be made in the original CAD drawing and must be legible.
5. Final acceptance of development will be completed within ten (10) business days after receipt of all required submittals.

D. Repairs and Adjustments necessitated during the effective Maintenance Bond Period:

1. The City will notify the owner or developer when a repair is required within the two (2) year period.
2. Repairs or adjustments shall commence within ten (10) calendar days following notification from the Public Works Department. Emergency situations shall be responded to immediately.
 - a. City Forces will make repairs in emergency situations if the contractor cannot respond in an acceptable period of time. The contractor/bonding company will be charged for all costs associated with such repairs made by the City forces.
 - b. If the contractor does not make payment or make arrangement of payment within thirty (30) calendar days, the City will notify the bonding company.
3. If the contractor does not start the repairs within the designated time frame, the City will facilitate the repairs.
4. Repairs or adjustments will be inspected, and inspection overtime provisions will apply, if applicable.
5. Repairs or adjustments will meet the specifications in force during the initial construction period.