



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR MAYFAIR - 16-INCH IH35 CROSSING (LONG SEGMENT)



Transportation | Water Resources | Land Development | Surveying | Environmental



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR MAYFAIR - 16-INCH IH35 CROSSING (LONG SEGMENT)



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PLAT (1-2)		C0.02
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MASTER DRAINAGE PLAN - EXISTING CONDITIONS		C1.00
MASTER DRAINAGE PLAN - ULTIMATE CONDITIONS		C1.01
DRAIN A - PLAN & PROFILE	STA. 1+14.00 TO 2+64.51	C1.03
DRAIN A2 - PLAN & PROFILE	STA. 1+04.35 TO 3+80.00	C1.04
DRAIN A2 - PLAN & PROFILE	STA. 3+80.00 TO 7+00.00	C1.05
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DRAIN B - PLAN & PROFILE	STA. 1+00.00 TO 2+72.00	C1.11
BASIN PLAN		C1.12
DRAINAGE DETAILS		C1.20
DRAINAGE DETAILS		C1.21
DRAINAGE DETAILS		C1.22
MAYTOWN DRIVE - PLAN & PROFILE	STA. 1+38.42 TO 10+50.00	C2.00
MAYTOWN DRIVE - PLAN & PROFILE	STA. 10+50.00 TO 19+02.66	C2.01
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12 INCH WATER MAIN - W-04 - PLAN & PROFILE	STA. 1+00.00 TO 1+84.00	C4.04
12 INCH WATER MAIN - W-05 - PLAN & PROFILE	STA. 1+00.00 TO 1+52.00	C4.05
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END OF SECTION

INVITATION TO BID**PART 1 GENERAL****1.01 PROJECT IDENTIFICATION**

- A. Project Name: Mayfair 16-Inch IH35 Crossing (Long Segment), located south of the IH35 and Kohlenberg Road intersection..
- B. Project Number: 30002-41.
- C. The Owner, hereinafter referred to as Owner: SouthStar at Mayfair Developer, LLC on behalf of Comal County Water Improvement District No. 3 Master District
- D. Owner's Representative: Pape-Dawson Engineers
Attn: Hayden Fowlkes, P.E.
1672 Independence Drive, Suite 102
New Braunfels, TX 78132
O: (830) 632-5633
E: HFowlkes@pape-dawson.com

1.02 BID OPENING

- A. Sealed Bids, in duplicate, addressed to SouthStar at Mayfair Developer, LLC on behalf of Comal County Water Improvement District No. 3 Master District, Attention Mr. James Tipton, will be received at the office of Pape-Dawson Engineers, located at 1672 Independence Drive Suite 102, New Braunfels, Texas 78132 **until 3:00 p.m. local time, 8th day of May 2025**, and then publicly opened and read via teleconference for "Construction of Mayfair 16-Inch IH35 Crossing (Long Segment), New Braunfels, Comal County, Texas." Electronic bid submittals will not be accepted. Bids received after the closing time will be returned to bidder unopened.

1.03 SCOPE OF WORK

- A. Scope of Work of the Contract includes the construction of site clearing, sedimentation & erosion, street, and water improvements, all appurtenances and general construction work.

1.04 PRE-BID CONFERENCE

- A. A pre-bid conference will be held on the **24th day of April, 2025, at 3:00 p.m. local time**, via teleconference. Please contact Connie Yett, (830) 224-0822, cyett@pape-dawson.com, for information.
- B. Copies of the bidding documents are on file at Engineer's office and may be obtained electronically by request to the Engineer via an email to cyett@pape-dawson.com. Bidders must email the Engineer in order to be sent a link to view and/or download specifications, plans, soils report and environmental reports for this project. There is NO charge to view or download documents.
- C. Bidding documents may be examined at the above location(s) or may be obtained by prospective bidders or suppliers via an electronic download from the Engineer's website.

1.05 REJECTION

- A. The Owner reserves the right to reject any or all bids and to waive all defects and irregularities in bidding or bidding process except time of submitting a Bid. The successful Bidder, if any, will be the responsible Bidder which in the Owner's judgement will be most advantageous to the District and result in the best and most economical completion of the Project.

1.06 DELIVERY OF PROPOSALS

- A. Each bid must be accompanied by a Bid Bond or a certified cashier's check, acceptable to the Owner, in an amount not less than five percent (5%) of the total bid amount, as a guarantee that the successful bidder will enter into the contract and execute the bonds on the forms provided, and provide the required insurance certificates within ten (10) days after the date Contract Documents are received by the Contractor.

1.07 TIME OF COMPLETION

- A. Each Bidder shall indicate on his bid the number of calendar days he will require to complete the entire work under the Contract with all possible diligence within the time limit as stipulated in the bid proposal. The Owner considers it imperative that the work be completed at the earliest possible date and consideration will be given to the proposed completion date in determining the Bidders to whom the Contract will be awarded.

END OF SECTION

INSTRUCTIONS TO BIDDERS**PART 1****1.01 PROJECT IDENTIFICATION**

- A. Project Name: Mayfair 16-Inch IH35 Crossing (Long Segment), located south of the IH35 and Kohlenberg Road intersection in New Braunfels, Comal County.
- B. Project Number: 30002-41
- C. The Owner, hereinafter referred to as Owner: SouthStar at Mayfair Developer, LLC on behalf of Comal County Water Improvement District No. 3 Master District
- D. Owner's Representative: Pape-Dawson Engineers
Attn: Hayden Fowlkes, P.E., Vice President
1672 Independence Drive, Suite 102, New Braunfels, TX 78132
O: (830) 632-5633
E: HFowlkes@pape-dawson.com

1.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete construction of Site Clearing, Sedimentation & Erosion, Street, and Water Improvements for Mayfair 16-Inch IH35 Crossing (Long Segment) project located in New Braunfels, Comal County for a Stipulated Sum contract, in accordance with Contract Documents.

1.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises of items referenced in the previous item 1.02.

1.04 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.
- B. Owner requires that under the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids and awarding the Contract.

PART 2**2.01 DEFINITIONS**

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

2.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project Number 30002-41, as prepared by Pape-Dawson Engineers, who is located at 1672 Independence Drive, Suite 102, New Braunfels, TX 78132, and with contents as identified in the Table of Contents.

2.03 AVAILABILITY

- A. Complete sets of Bidding Documents shall be used in preparing bids.
- B. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- C. Bid documents may be obtained in electronic format from the Engineer. Please contact Connie Yett; cyett@pape-dawson.com.
- D. Subcontractors requiring Drawings and Project Manuals must obtain them from General Contractors.
- E. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

2.04 EXAMINATION

- A. Bidders shall carefully examine the Bidding Documents and the Construction Site to familiarize themselves with existing local conditions under which the work is to be performed.
- B. Bidders shall carefully examine the Bidding Documents to verify that they have a complete set of Bid Documents. Bidders are solely responsible for insuring their Bid Documents are complete and that they have considered all Addenda and other information published prior to the bid opening day.
- C. All Bidders and Sub-bidders acknowledge and agree that any information that they may have obtained from Owner or its Engineer relating to site conditions (including surface, sub-surfaces and existing structures, if any), availability of materials or labor, applicable statutes, ordinances, or regulations, and any other information not specifically provided for otherwise in the proposed Contract Documents, including Drawings and Specifications, shall be for general information purposes only, and Owner does not warrant or represent the accuracy or completeness thereof. All Bidders and Sub-bidders agree that they shall and, by submission of a bid, do warrant and represent that they have made their own independent investigation of such matters, have reached their own conclusion with respect thereto, and have relied completely on their own such investigations in connection with the preparation of their bid.
- D. Upon receipt of Bid Documents verify that documents are complete. Notify Engineer should the documents be incomplete.
- E. Immediately notify Engineer upon finding discrepancies or omissions in the Bid Documents.

2.05 INQUIRIES/ADDENDA

- A. Bidders shall promptly notify the Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- B. **Submit all questions** regarding clarification or interpretation of Bidding Documents to the office of the Engineer, Pape-Dawson Engineers, 1672 Independence Drive, Suite 102, New Braunfels, TX 78132, **Attn: Garrett Chubb, P.E., Project Manager, GChubb@pape-dawson.com / Direct line: (830) 224-0091; Main: (830) 632-5633.**
- C. Submit all questions in writing. In the interest of time, requests may be made by telephone, but they must be confirmed in writing the same day. Replies to questions will be issued to all General Contractors in the form of an Addendum.
- D. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- E. Verbal answers are not binding on any party.
- F. Clarifications requested by bidders must be in writing **not less than five (5) days before** date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known bidders.

2.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to five (5) days before receipt of bids.
- B. When a request to substitute a product is made, Engineer may approve the substitution and will issue an Addendum to known bidders.
- C. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the work and changes to Contract Time and Contract Price to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Price because of changes in work necessitated by use of substitutions shall not be considered.
- D. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted.

PART 3**3.01 SITE EXAMINATION**

- A. Examine the project site before submitting a bid.
- B. **The bidder is required to contact Engineer**, Pape-Dawson Engineers, **Attn: Garrett Chubb** (GChubb@pape-dawson.com); Direct line (830) 224-0091; Main: (830) 632-5633, **in order to arrange a date and time to visit the project site:** located approximately 2,500 LF south of IH-35 and Ford Trail intersection in New Braunfels, Comal County.
- C. Extra payments will not be authorized for work that could have been foreseen by careful examination of the Site. Submission of a Bid shall constitute acceptance, by the Bidder, of existing Site conditions as a part of the requirements for this work.
- D. The Contractor shall have access to the premises during the bidding period for the purposes of acquainting himself with the conditions.
- E. The Contractor shall not enter or have access to the site in order to perform the work without first having given timely notice to the Owner so that the necessary arrangements may be made to enter or have access.

3.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for **3:00 p.m. local time on the 24th day of April 2025, via teleconference**, hosted by and from the Office of the Engineer, Pape-Dawson Engineers, located at 1672 Independence Drive Suite 102, New Braunfels, TX 78132. Please **contact Connie Yett**, cyett@pape-dawson.com / Direct line: (830) 224-0822; Main: (830) 632-5633, for information.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Engineer will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

- E. No addendum will be issued at the pre-bid conference, but an addendum will be issued afterwards to Bid Document recipients, if necessary, to answer questions presented at the conference.

3.03 BASIS OF BIDS

- A. Bids shall be on a lump sum price basis and shall include all costs for this Project as described and shown by the Contract Documents. Basis for Bidding shall include brands, materials, processes, products, persons or organizations, etc., indicated in the Contract Documents.
- B. Bids shall include all Unit Price costs as indicated by the Contract Documents and Bid Form. The bid price submitted by the Contractor shall be a lump sum price. Unit prices are requested for the purposes of establishing costs for additional work and to evaluate the bids. The Contractor shall guarantee himself of the accuracy of the quantities shown in the bid form. Any quantities shown are estimates only and indicate only the magnitude of the project and a basis for bid comparison. Any discrepancies in quantity or work necessary to fulfill the intent of the plans shall be included, whether a bid item is included or not. Any work required for which a bid item is not shown shall be considered subsidiary to other work items.
- C. Contractor is to perform an independent quantity take-off prior to submitting the bid, to verify that any quantities given in the bid proposal are within five percent (5%) of the actual quantities required to complete the construction represented by the plans and specifications. If any quantity is found to be in error of more than five percent (5%), the Contractor shall notify the Engineer five days prior to the bid due date.
- D. Bids shall include all Alternate costs as indicated by the Contract Documents and Bid Form.
- E. The Engineer's grading plan and street profiles included in the construction documents shall represent finished grades of the proposed project. The Engineer shall provide topographic digital surfaces of both existing and proposed grades. The existing ground surface was produced using on-the-ground field shots. The Contractor is ultimately responsible for verifying the existing ground using whatever field surveying methods necessary. In addition, the contractor is solely responsible for the accuracy of the earthwork quantities (embankment, excavation, material import, and material export) in the contractor's submitted bid that are necessary to produce the finished grades. It shall be the intent of the contractor to finish the project to the finished grades included in the construction documents based on the earthwork quantities set forth in the contractor's submitted bid, and without importing additional material and without producing stockpiles of extra material except as directed by owner or engineer. Contractor shall not stockpile any material on owner's property without owner's approval. Any material handling outside of the contracted amount needed to produce the finished grades for the project (including, without limitation, material importing and material exporting) shall be deemed as non-pay items, and shall be performed by the contractor at the contractor's sole cost and expense.

3.04 ALTERNATES

- A. The Owner may, at his option, elect to proceed with any or all Alternates as set forth in the Bidding Requirements.
- B. Amount shown on Bid Form for each Alternate shall include profit, insurance, contingencies and other costs incidental to performance under such Alternative.

- C. Amount shown on Bid Form for Each Alternate shall include the making of all changes and the installation of all materials and equipment necessary to the accomplishment of the Alternate requirements.
- D. Refer to the respective Section for complete Specifications of each Alternate.
- E. If an Alternate is accepted, it shall be included as part of the Contract Document.

3.05 VOLUNTARY ALTERNATES

- A. The Contractor shall submit a list of voluntary cost-saving alternates for consideration. The list shall be submitted along with the bid.
 - 1. Amount shown in Bid for each Alternate shall include profit, insurance contingencies and other costs incidental to performance under such Alternative.
 - 2. Amount shown in Bid for each Alternate shall include the making of all changes and the installation of all materials and equipment necessary to the accomplishment of the Alternate requirements.

3.06 UNIT PRICES

- A. Authorized work, done in addition to that indicated by the Contract Documents, will be paid for as an extra according to the Unit Price Schedule. Costs of authorized omissions of work from that indicated by the Contract Documents will be deducted from the Contract amount according to the Unit Price Schedule.
- B. Amounts shown on the Unit Price Schedule shall be total compensation; labor, materials, fees, taxes, profit, overhead and insurance and other expenses to be added or deducted from the Contract amount.
- C. Unit Price Schedule form is included with the Bid Form and shall be a part of the Agreement.

3.07 BIDS

- A. Bids shall be made on unaltered Bid Forms furnished by the Engineer. No oral, faxed, voice mailed, or personal Proposals will be considered. Unit prices in Section 00 4100, 1.09 shall be provided on attached bid form.
- B. Where so indicated by the make up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.
- C. Any alteration or erasure to information entered in the blank spaces must be initialed by the signer of the Bid. Bidder shall make no additional stipulations on the bid form nor qualify his bid in any other manner.
- D. Where Bidder is a corporation, Bid must be signed with the legal name of the corporation followed by the name of the State of Incorporation and the legal signature of a person authorized to bind the corporation to a Contract.
- E. The bid must be accompanied by a sealed envelope marked "List of Subcontractors" containing a list of the names and addresses of all proposed subcontractors on the project.
- F. Upon submittal of his bid, each Bidder shall sign a statement declaring that he has received and understands each Addendum which might be prepared during the course of the bid process.
- G. Failure to submit a Bid in the form requested, or the inclusion of conditions, limitations or provisions distorting the intent of the Bid Documents, will render the Bid irregular and subject to rejection.

PART 4**4.01 EVIDENCE OF QUALIFICATIONS**

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, previous experience, and current commitments, license to perform work in the State of Texas.

4.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

PART 5**5.01 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. **If the Bid is sent by mail** the sealed envelope shall be enclosed in a separate mailing envelope with the notation "**BID ENCLOSED**", **ATTN: SouthStar at Mayfair Developer, LLC; PROJECT: Mayfair 16-Inch IH35 Crossing (Long Segment)** c/o: Pape-Dawson Engineers, Inc., 1672 Independence Drive, Suite 102, New Braunfels, TX 78132.
- D. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

5.02 MODIFICATION OR WITHDRAWAL OF BID

- A. Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, unless the award of Contract has been delayed more than ninety (90) days.
- B. Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.
- C. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

5.03 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, invalidate the bid.
- D. Bids are open to the Public.

5.04 CONSIDERATION OF BIDS

- A. Properly identified Bids received on time will be **publicly opened and read on the 8th day of May 2025** via teleconference hosted by and from the Office of the Engineer, Pape-Dawson Engineers, Inc.
- B. In determining the award of contract, the Owner may consider:
 - (1) the price
 - (2) the Bidder's experience and reputation
 - (3) the quality of the Bidder's goods or services
 - (4) the Bidder's safety record
 - (5) the Bidder's proposed personnel
 - (6) whether the Bidder's financial capability is appropriate to the size and scope of the project
 - (7) Owner reserves the right to accept the bid that is most advantageous to the district as defined at Section 49.273 of the Texas Water Code.
- C. All bidders shall be completely responsive to these specifications; however, should the bidder, through his own experience, wish to make alternate suggestions regarding any phase of the scope, terms, procedures or frequencies, he may do so as an alternate and such suggestions must be in a separate letter enclosed with this bid.
- D. The Owner shall have the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required bid security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.
- E. The Owner shall have the right to waive any informality or irregularity in any Bid received.
- F. If the Owner accepts any Alternates, he shall have the right to accept them in any order or combination.
- G. Award of Contract may include full consideration of completion time, unit prices and Alternates. Owner may accept or reject any or all Alternates.
- H. Owner shall have the right to make such inquiries as it seems appropriate to determine the ability of the Bidder to perform the work and the Bidder shall furnish Owner such information for this purpose as Owner may request. The right is reserved to reject any proposal where information submitted by such Bidder does not satisfy Owner that the Bidder is qualified to carry out properly the terms of the contract.
- I. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- J. The successful Bidder to whom the contract is awarded shall, within ten (10) days, execute the necessary bonds and sign the Agreement. Failure to do so will be considered abandonment by the Owner.
- K. Prior to any work beginning Contractor must adhere to the following requirements:
 - 1. A fully executed Contract between Owner and Contractor.
 - 2. A Certificate of Insurance showing that the insurance requirements outlined herein have been met.
 - 3. All of the required bonds have been provided.

- L. All bids will remain subject to acceptance for ninety (90) days after the day of the Bid Opening, but Owner may, in its sole discretion, release any bid and return the bid security prior to that date.

PART 6**6.01 SECURITY DEPOSIT**

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. The Owner shall require a person who bids to submit a certified or cashier's check on a responsible bank in the state equal to at least five (5) percent of the total amount of the bid, or a bid bond of at least five (5) percent of the total amount of the bid issued by a surety legally authorized to do business in this state.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Include the cost of bid security in the Bid Amount.

6.02 PERFORMANCE ASSURANCE

- A. Within seven (7) days of receipt from the Owner of the notice of award of the Agreement, the successful bidder shall submit to Engineer the original Performance Bond, Maintenance Bond, Payment Bond (the "Bonds") and all information necessary to complete the Contract Documents, including the Schedule of Completion and Contractor's safety program. Engineer shall then prepare the final Contract Documents and forward them to the successful bidder for execution. The successful bidder shall return the signed Contract Documents to Engineer within seven (7) days of receipt, or Owner may disqualify the bid and accept another bid and the bidder shall, at Owners option, forfeit its Bid Security and be responsible for any other damages the Owner sustains in excess of Bid Security

6.03 INSURANCE

- A. Contractor will carry insurance during performance of the Contract. Bidders shall state the limits of such insurances which they will carry and the names of the insurance carriers in the blank spaces provided in the proposal form.
- B. Contractor must provide Owner with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in this Agreement.
 - 1. Workers' Compensation and Employer's Liability
 - a. Statutory requirements in Texas to include all areas involved in operations covered under the contract.
 - b. Coverage "B" - Employer's Liability, Limit - \$500,000.
 - c. Must include Waiver of Subrogation rights against Owner.
 - 2. Commercial General Liability
 - a. Commercial General Liability form, including Premises/ Operations, Independent Contractors, Products - Completed Operations, Broad Form Property Damage (including Completed Operations).
 - b. Contractual Liability, Blanket basis insuring the liability assumed under this contract.
 - c. Limits of Liability: Bodily Injury, \$1,000,000 each occurrence, \$2,000,000 aggregate; Products - Completed Operations, \$2,000,000 aggregate; Personal Injury, \$1,000,000 each occurrence, \$1,000,000 aggregate; and Property Damage, \$1,000,000 each occurrence, \$1,000,000 aggregate.

3. Commercial Automobile Liability
 - a. Commercial Automobile Liability form, including all Owned, Non-Owned and Hired Vehicles.
 - b. Limits of Liability: Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence, Property Damage, \$1,000,000 each occurrence.
4. Umbrella Liability
 - a. Such insurance shall provide coverage with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate, in excess of the underlying coverages listed above.
5. Additional Requirements
 - a. Owner shall be included as an Additional Insured on all coverages listed above.
 - b. Contractor shall require the same minimum insurance requirements, as listed above, from its subcontractors and suppliers and they shall also comply with the additional requirements listed herein.
 - c. All insurance coverages required as herein set forth shall be at the sole cost and expense of contractor, subcontractor, or suppliers and all deductibles shall be assumed by, for the account of, and at the sole risk of said contractor, subcontractor or suppliers.
 - d. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery of subrogation against Owner, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies and their insurers.
 - e. A Certificate of Insurance evidencing all the above must be presented to Owner prior to commencement of the Work.
 - f. The cancellation provision of such Certificate of Insurance shall provide as follows:
 - 1) "To be effective as to certificate holder, the issuing companies must provide to the below named certificate holder ten days' written notice prior to any cancellation or material modification of the above referenced policies before the expiration dates thereof."

6.04 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

6.05 FEES FOR CHANGES IN THE WORK

- A. For any Change Order work in which a unit price is specified in the bid sheet, the extra work or reduction will be performed at the unit price specified in the bid sheet, provided that the difference in quantity does not exceed +/- 20% of the bid quantities. In the event actual quantities exceed +/- 20% of the bid quantities or for work which is not included in the bid sheet, Bidder shall be entitled to actual costs plus a markup of no more than 10% for work performed by subcontractors and no more than 5% for self-performed work.
- B. Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.

6.06 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.

- B. Bids will be evaluated on the total of the base bid price and all of the Alternates. After determination of the successful bidder, consideration will be given to which Alternates will be included in the Work.

PART 7**7.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the bid closing date.

7.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to reject any or all bids submitted, to enter into negotiations with any bidder hereunder; to alter the Contract by agreement in writing with the successful bidder; or to take such other steps as may insure its complete freedom of action in selecting the successful bidder, all without any obligation or liability whatsoever to any bidder hereunder.
- B. After acceptance by Owner, Owner will issue to the successful bidder, a written Notice of Contract letter. A written Notice to Proceed will be issued after the Agreement is fully executed as formal instructions from Owner to begin the work herein and define the commencement date of the Contract.

PART 8**8.01 CONTRACTOR DISCLOSURE**

- A. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code ("Chapter 176") mandates the disclosure of certain items by contractors doing business with or proposing to do business with local government entities, including municipal utility districts, road utility districts, road improvement districts, levee improvement districts, drainage districts, water control and improvement districts, bayou improvement districts, regional water authorities, fresh water supply districts, management districts, tax increment reinvestment zones, development authorities, etc.

**COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3 MASTER DISTRICT
BOARD OF DIRECTORS**

Matt Gandrud - President
Erick Welborn - Vice President
Ron Richardson - Secretary
Cecil Eager - Assistant Secretary
Craig Hardin - Assistant Secretary

- B. Certificate of Interested Parties" Texas Ethics Commission Form 1295: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 and Title 1, Chapter 46 of the Texas Administrative Code, the District may not execute the contract or issue the Notice to Proceed unless the Successful Bidder has previously filed Texas Ethics Commission Form 1295 ("Form 1295") online at <https://www.ethics.state.tx.us/File/> with the Texas Ethics Commission (the "TEC") and provided the District with a signed, notarized, and TEC certified copy of the filed Form 1295. The signed, notarized, and TEC-certified Form 1295 shall accompany the signed contract documents. **THE BIDDER UNDERSTANDS THAT FAILURE TO PROVIDE THE EC FORM 1295 COMPLETE WITH A "CERTIFICATE NUMBER" WILL NULLIFY THE CONTRACT AWARD AND WILL RELEASE THE OWNER FROM ANY LIABILITY TO PERFORM THEREUNDER. THE OWNER RESERVES THE RIGHT TO CANCEL ANY CONTRACT THAT DOES**

NOT COMPLY WITH THE REQUIREMENTS PRESCRIBED HEREIN. Neither the District nor its consultants have any obligation to verify the truth or accuracy of the information provided by a business in Form 1295, and neither have any obligation nor undertake responsibility for advising any bidder with respect to the proper completion of Form 1295.

- C. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and contract and contractor agrees that the contract can be terminated if contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- D. Contractor shall: (1) preserve all Contracting Information (defined below) in contractor's possession related to this contract as provided by the District's records control schedule (available upon request, also see <https://www.tsl.texas.gov/slr/localretention>) for the duration of the Contract; (2) promptly provide to the District on the District's request any Contracting Information in contractor's custody or possession; and (3) on completion of the contract, either provide at no cost to the District all Contracting Information related to the contract in contractor's possession, or preserve such Contracting Information as provided by the District's records control schedule. For purposes of this contract, Contracting Information means information related to the contract in contractor's custody or possession, including:
 - 1. information in a voucher or the contract relating to the receipt or expenditure of public funds by the District;
 - 2. solicitation or bid documents relating to the contract with the District;
 - 3. communications sent between the District and contractor during the solicitation, evaluation, or negotiation of the contract;
 - 4. documents, including bid tabulations, showing the criteria by which, the District evaluated contractor or potential contractors responding to a solicitation and, if applicable, an explanation of why contractor was selected; and
 - 5. communications and other information sent between the District and contractor related to the performance of the contract or work performed thereunder on behalf of the District.
- E. In submitting a bid, bidder and or contractor declares that it has not received from a governmental body a notice of noncompliance with a provision of Subchapter J, Chapter 552, Texas Government Code, or, if such a notice has been received, that bidder and or contractor has taken adequate steps to ensure future compliance with such subchapter and has provided or upon request will provide documentation of same

END OF SECTION

AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 PERMITS

- A. The following permits are known to be required and shall be obtained by the Contractor:
 - 1. The Contractor will be responsible for compliance with the Stormwater Pollution Prevention Plan and file as an Operator as required for coverage under State of Texas General Permit No. TXR 150000.
 - 2. The Contractor will be responsible for obtaining a Building Permit with the City of New Braunfels for all work.

END OF SECTION

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO: Southstar at Mayfair Developer, LLC on behalf of Comal County Water Improvement District No. 3 Master District (Owner)

c/o Pape-Dawson Engineers

Attn: Hayden Fowlkes, P.E.

1672 Independence Drive, Suite 102

New Braunfels, TX 78132

1.02 FOR: Mayfair 16-Inch IH35 Crossing (Long Segment)**1.03 DATE: _____ (Bidder to enter date)****1.04 SUBMITTED BY: (Bidder to enter name and address)**

- A. Bidder's Full Name: _____
1. Address: _____
 2. City, State, Zip: _____
 3. The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of various improvements and to perform the work required at the locations set out by the Plans and Specifications, in strict accordance with the Contract Documents.
 4. In submitting this Bid, it is understood that this Bid may not be altered or withdrawn for a minimum of 90 calendar days, and that the Owner has reserved the right to reject any and all Bids.
 5. The Undersigned certifies that this Bid is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Bids on this work, for the following sum or prices to wit:

1.05 DECLARATION

- A. The undersigned hereby declares that he has visited the site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the work covered by his Bid.

1.06 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form of:

_____ dollars
(\$ _____), in lawful money of the United States of America.

- B. We have included the required security Bid Bond as required by the Instruction to Bidders.
- C. All applicable federal taxes are included and State of Texas taxes are included in the Bid Price.
- D. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.07 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for ninety (90) days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven (7) days of receipt of Notice of Award or acceptance of this bid.
 - 2. Furnish the required bonds within seven (7) days of receipt of Notice of Award or acceptance of this bid.
 - 3. Commence work within seven (7) days after written Notice to Proceed or acceptance of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.08 CONTRACT TIME

- A. If this Bid is accepted, we will complete the Work in [] calendar days from Notice to Proceed or acceptance of this bid.

1.09 UNIT PRICES

- A. Unit Prices for specific portions of the Work as listed at the end of this section.

1.10 CHANGES TO THE WORK

- A. When Engineer or Owner establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. _____ percent overhead and profit on the net cost of our own Work;
 - 2. _____ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Engineer-approved net cost plus _____ of the overhead and profit percentage noted above.

1.11 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Price.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

1.12 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
 - 1. Proposed Subcontractors Form (Section 00 4336)
 - 2. Alternates (Section 00 4323 and 00 4100)

- B. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 00 4323 - Alternatives: Include the cost variations to the Bid Price applicable to the Work on the Bid Form 00 4100.
 2. Document 00 4336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
- C. Bonds:
1. Payment and performance bonds running to the Owner pursuant to Article 1.02, INSTRUCTION FOR BIDDERS.
 - a. Name and Address of Surety:
 - 1) _____
 - 2) _____
- D. Insurance
1. Insurance pursuant to Article 1.16, INSTRUCTION FOR BIDDERS (show normal coverage).
 - a. Workmen's Compensation Insurance complying with the laws of the state:
 - 1) Carrier: _____
 - b. Employer's Liability Insurance:
 - 1) Carrier: _____
 - 2) \$ _____
 - c. Comprehensive General Liability and Property Damage Insurance:
 - 1) Carrier: _____
 - 2) \$ _____
 - d. Comprehensive Automobile Liability and Property Damage Insurance:
 - 1) Carrier: _____
 - 2) \$ _____

1.13 BID FORM SIGNATURE(S)

- A. The Corporate Seal of

(Bidder - print the full name of your firm)

- B. was hereunto affixed in the presence of:

(Authorized signing officer, Title)
(Seal)

(Authorized signing officer, Title)
(Seal)

END OF SECTION

MAYFAIR 16-INCH IH35 CROSSING (LONG SEGMENT)

UNIT PRICES

Date _____

BIDDER'S FULL NAME _____

Address _____

City, State, Zip _____

Milestone #1-Substantial Completion (days): _____

BASE BID: \$ _____ -

Milestone #2-Final Completion (days): _____

1. The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of various improvements and to perform the work required at the locations set out by the Plans and Specifications, in strict accordance with the Contract Documents.
2. In submitting this Bid, it is understood that this Bid may not be altered or withdrawn for a minimum of 90 calendar days, and that the Owner has reserved the right to reject any and all Bids.
3. The Undersigned certifies that this Bid is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Bids on this work, for the following sum or prices to wit:

SIGNATURES _____

Authorized Signing Officer, Title

SIGNATURES _____

Authorized Signing Officer, Title

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
WATER DISTRIBUTION IMPROVEMENTS					
1.	12" PVC Waterline	LF	11	\$ -	\$ -
2.	12" Gate Valve, MJ w/Valve Box	EA	1	\$ -	\$ -
3.	16" PVC Waterline	LF	2,905	\$ -	\$ -
4.	16" Gate Valve, MJ w/Valve Box	EA	10	\$ -	\$ -
5.	30" Steel Casing	LF	52	\$ -	\$ -
6.	Standard Fire Hydrant Assembly	EA	9	\$ -	\$ -
7.	Joint Restraints	LS	1	\$ -	\$ -
8.	Ductile Iron Fittings	TON	6.47	\$ -	\$ -
9.	2" Blowoff (Permanent)	EA	2	\$ -	\$ -
10.	2" Blowoff (Temporary)	EA	2	\$ -	\$ -
11.	Hydrostatic Testing	LS	1	\$ -	\$ -
12.	Trench Excavation Protection	LF	2,916	\$ -	\$ -
13.	Bore Under Gas Mains	LF	46	\$ -	\$ -
14.	Drain Valve Assembly	EA	1	\$ -	\$ -
15.	2" Air Release Valve	EA	1	\$ -	\$ -
16.	TPDES	LS	1	\$ -	\$ -
17.	Clearing	AC	1.33	\$ -	\$ -
				SUBTOTAL	\$ -

MAYFAIR 16-INCH IH35 CROSSING (LONG SEGMENT) - BASE BID: \$ -

ALTERNATES FORM

PART 1 PARTICULARS

1.01 The following is the list of ALTERNATES referenced in the bid submitted:

By (Bidder) _____

To (Owner): SouthStar at Mayfair Developer, LLC on behalf of Comal County Water
Improvement District No. 3 Master District

Dated _____ and which is an integral part of the Bid Form.

PART 2 ALTERNATES LIST

**2.01 Unit Prices for Alternates for specific portions of work are listed at the end of Section 00 4100 –
Bid Form. The following amounts shall be ADDED TO OR DEDUCTED FROM the Bid Amount.**

- A. ALTERNATE # 2: ADD / (DEDUCT) \$ _____
- B. ALTERNATE # 3: ADD / (DEDUCT) \$ _____
- C. ALTERNATE # 4: ADD / (DEDUCT) \$ _____
- D. ALTERNATE # 5: ADD / (DEDUCT) \$ _____

END OF SECTION

PROPOSED SUBCONTRACTORS FORM

PART 1 PARTICULARS

1.01 Herewith is the list of proposed Subcontractors referenced in the bid submitted:

By (Bidder) _____

To (Owner): SouthStar at Mayfair Developer, LLC on behalf of Comal County Water Improvement District No. 3 Master District.

Dated _____ and which is an integral part of the Bid Form.

1.02 The following work is proposed to be performed (or provided) by Subcontractors and coordinated by us:

LIST OF SUBCONTRACTORS

WORK SUBJECT	SUBCONTRACTOR NAME
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

- A. The Agreement to be executed is attached following this page.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.
- B. Section 00 7300.10 - Special Conditions
- C. Section 01 4216 - Definitions.
- D. Section 00 4323 - Alternates Form
- E. Section 00 4336 - Proposed Subcontractors Form

1.03 MODIFICATIONS TO THE AGREEMENT FORM

- A. _____
- B. _____
- C. _____

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **SOUTHSTAR AT MAYFAIR DEVELOPER, LLC ON BEHALF OF COMAL COUNTY WATER IMPROVEMENT DISTRICT NO. 3 MASTER DISTRICT** (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Scope of Work is generally described as follows: Site Clearing & Grading, Sedimentation & Erosion, Control, Street, Drainage, Sewer and Water Improvements.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Mayfair 16-Inch IH35 Crossing (Long Segment), Project No. 30002-41.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Pape-Dawson Engineers (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within _____ [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within _____ [number] days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety percent (90%) of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Ninety percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one-hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two-hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of twelve percent (12%) per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 5. Drawings listed on the attached sheet index.
 - 6. Addenda (numbers: _____ to _____, inclusive).
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Addendum No. A to Contract Documents
 - b. Contractor's Bid
 - c. Geotechnical Data Report
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

~ Signature Page Follows ~

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

SouthStar at Mayfair Developer, LLC on behalf of Comal
County Water Improvement District No. 3 Master District

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

2055 Central Plaza, Suite 110, Box 195

New Braunfels, TX 78130

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

*(If [Type of Entity] is a corporation, attach evidence of
authority to sign. If [Type of Entity] is a public body,
attach evidence of authority to sign and resolution or
other documents authorizing execution of this
Agreement.)*

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

*(If [Type of Entity] is a corporation, a partnership, or a
joint venture, attach evidence of authority to sign.)*

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

Addendum No. __ to Contract Documents

Mayfair 16-Inch IH35 Crossing (Long Segment) - Project No. 30002-41

State Law Requirements

1. To the extent this Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session (“SB 13”)), Texas Government Code, as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Contract. The foregoing verification is made solely to enable the Contractor to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (as enacted by such SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

2. To the extent this Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session (“SB 19”)), Texas Government Code, as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Contract. The foregoing verification is made solely to enable the Contractor to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, (a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a

firearm entity or firearm trade association, (b) “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and (c) “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

As used in this Addendum, the Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

OWNER

By: _____

Name: _____

Title: _____

Date: _____

END OF DOCUMENT

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

PART 1 GENERAL

1.01 PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

- A. The Contractor shall, prior to the execution of the Contract, furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the Contract Sum covering 100% performance and 100% payment, and with such sureties secured through the Contractor's usual sources as may be agreeable to the parties.
- B. The Contractor shall deliver the required bonds to the Owner no later than the date of execution of the Contract, or if the Work is commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- C. The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.
- D. Surety's Standard Performance Bond and Labor and Material Payment Bond, meeting requirements of the Hardeman Act, will be the forms used as Performance and Labor and Material Payment Bonds for this Project.

END OF SECTION

PERFORMANCE BOND

Contractor <i>(full formal name of Contractor):</i> Name: _____ Address <i>(principal place of business):</i> _____	Surety <i>(full formal name of Surety):</i> Name: _____ Address <i>(principal place of business):</i> _____
Owner <i>(full formal name of Owner):</i> Name: SouthStar at Mayfair Developer, LLC on behalf of Comal County Water Improvement District No. 3 Master District Mailing address <i>(principal place of business):</i> 2055 Central Plaza, Suite 110, Box 195 New Braunfels, TX 78130	Contract Description <i>(name and location):</i> _____ Contract Price: \$ _____ Effective Date of Contract: _____
Bond Bond Amount: \$ _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

PAYMENT BOND

Contractor <i>(Full formal name of Contractor)</i> Name: _____ Address <i>(principal place of business)</i> : _____	Surety <i>(Full formal name of Surety)</i> Name: _____ Address <i>(principal place of business)</i> : _____
Owner <i>(Full formal name of Owner)</i> Name: SouthStar at Mayfair Developer, LLC on behalf of Comal County Water Improvement District No. 3 Master District Mailing address <i>(principal place of business)</i> : 2055 Central Plaza, Suite 110-Box 195 New Braunfels, TX 78130	Contract Description <i>(name and location)</i> : _____ Contract Price: \$ _____ Effective Date of Contract: _____
Bond Bond Amount: \$ _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

GENERAL CONDITIONS

PART 1 FORM OF GENERAL CONDITIONS

1.01 CONDITIONS OF CONTRACT

- A. The General Conditions of this Contract is the Engineers Joint Contract Documents Committee (EJCDC) Document C-700 "Standard General Conditions of the Construction Contract", 2018 Edition, hereinafter referred to as the "General Conditions" and is attached following this page.

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or 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. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, 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 Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent 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);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SPECIAL CONDITIONS**PART 1 GENERAL****1.01 GENERAL**

- A. The Special Conditions modify, change, delete from or add to the General Conditions and shall apply to each and every Section of the Work as though written in full therein.
- B. The following paragraphs and subparagraphs take precedence over the General Conditions. Any part of the General Conditions not otherwise modified or deleted by the Special Conditions shall remain in effect.
- C. Paragraph numbers and titles refer to like numbers and titles in the General Conditions.

1.02 SPECIAL CONDITIONS

- A. Pape-Dawson Engineers will be serving as the representative for the Comal County Water Improvement District No. 3 Master District. Contractor shall coordinate construction with Pape-Dawson and respective TxDOT and NBU inspectors.
- B. Contractor is responsible for all building permit fees and inspection fees by the City of New Braunfels. No separate line item.
- C. Contractor shall reference TxDOT 2024 Specifications for all bid items within TxDOT ROW.
- D. The Owner is expecting the Contractor to deliver a complete construction project (in accordance with the plans). Any bid containing exclusions that are in conflict with these specifications or are considered to be unreasonable by the Engineer will result in a disqualification of the bid.
- E. Contractor is responsible for haul off or on-site embankment of trench spoils.
- F. This job may require rock excavation. Any bid excluding rock excavation will be disqualified.
- G. The project specifications and TPDES plan shall be considered part of the construction documents and Contractor shall include in their bid all compliance with these documents.
- H. Contractor shall be expected to revegetate all disturbed areas in accordance with the TPDES Plan for this project. Hydromulch should be placed in a manner consistent with manufacturer's specifications. Contractor shall irrigate all such areas until vegetation is established.
- I. Hydromulch shall be Texas Native Blend or as approved by the landscape architect or Owner and will include 2" Topsoil.
- J. Contractor shall protect all trees to remain as indicated on Grading Plans, Sheets C-7.00, in accordance with tree protection details on Sheets C-2.12, included as part of the bid package. In the event that the tree preservation plans differ from trees shown to remain on the aforementioned grading plan, the tree preservation plan will control.
- K. Contractor shall install tree protection around all protected trees in accordance with plans.
- L. Contractor shall coordinate fine grading around all protected trees with the Owner.
- M. All unsuitable material shall be removed from the site by the Contractor, at his expense.
- N. Time is of the essence for construction of this project. Contractor to obtain field acceptances from all utility agencies, City of New Braunfels, and Comal County within the calendar days allowed for this project.

- O. All construction staking shall be provided by the Contractor. Contractor shall locate and protect control points prior to starting work and preserve all points during construction. Contractor shall reimburse Engineer for all stakes, benchmarks, control points, etc. required to be replaced for any reason during the course of construction.
- P. All on-site testing shall be paid for by Owner. The Contractor will coordinate and schedule all testing as required. Any retesting shall be paid for by Contractor.
- Q. All excavation is unclassified.
- R. The Contractor shall prepare a well-coordinated bid, which includes all related work between subcontractors and incorporates all coordination of work. The Contractor shall assure all subcontractors have had access to the total bid package (drawings, specs, special conditions, etc.) to assure the bid and construction is fully coordinated.
- S. Any modification to existing ranch fencing or gates shall be coordinated with SouthStar Communities.
- T. Contractor shall provide two (2) year Maintenance Bond for proposed improvements per Section 01 7836.10.
- U. Contractor shall refer to NBU design sheets, details and specifications for installation of underground electric, fiber and communications infrastructure.
- V. By submitting a bid, Contractor will hold unit prices for ninety (90) days from the date of bid submittal.
- W. Contractor shall provide GPS points (x, y and z) to the engineer for the following:

NBU AS-BUILT REQUIREMENTS:

NBU requires GPS points for electric improvements. Some of this information/data must be performed during construction, prior to backfilling operations. Contractor shall coordinate with NBU inspector to verify any additional items not shown below that need to be GPS located and the survey/delivery requirements regarding this information.

GPS points shall be required from the contractor. A minimum of three coordinate points for georeferencing shall be required. The electric GPS points shall be to map grade.

Water

Vertical bends and edge of steel casing (if applicable) prior to backfill

Horizontal bends prior to backfill

Tees prior to backfill

Fittings (reducers and couplings) prior to backfill

Fire hydrants (top of flange)

Valves

Meters (top center of box)

Blow off assembly

Corner slab of water tank & gate valve on tank

Wastewater

Manholes (and invert depth(s))

Cleanouts

Corner slab of lift station

Electric

Poles

Transformers, both above and underground (front lock)

Pull boxes

See NBU's "CAD/GPS deliverables" on NBU website at nbutexas.com for complete details and requirements.

- Y. Existing Ground Topography has been obtained by Pape-Dawson either by field LiDAR or On the Ground topo. The specifications and standards used by PD are as follows:

LiDAR

All points will be shot twice as two different points (not averaged). First occupation will be 180 epochs and described as GT (ground truthing), second occupation will be done immediately after the first, losing and re-acquiring signal lock between each and will be 15 epochs and described as CHK (previous Pt. No.). For example: "531 AT S60D", "532 CHK 531" or "551 GT S60D", "552 CHK 551". THE ELEVATIONS FOR THESE 2 POINTS MUST BE WITHIN 0.10' OF EACH OTHER. IF NOT, SHOOT ALTERNATING 180 EPOCH SHOTS AND 15 EPOCH CHECK SHOTS UNTIL 2 POINTS' ELEVATIONS ARE WITHIN 0.10' OF EACH OTHER (ANY TWO OF ALL OF THE POINTS SHOT WITH AT LEAST ONE BEING 180 EPOCH)

On the ground topo work

1. All survey control is observed three times, accumulating an average X,Y, and Z coordinate. First and second round observations will be 180 epochs back-to-back. (Losing and re-acquiring signal lock between the first and second observations.) Third observation will be for 180 epochs with at least two hours of separation between the first and second observations.
 2. All control is then leveled using a conventional survey level.
 3. All natural ground observations are individually walked and occupied for 15 epochs.
 4. Control checks are taken in the morning, before and after lunch and at the end of days, each occupied for 15 epochs. This is done every day the survey crew is on site.
 5. PDOP's have to be under 4.0, the tolerances set at 0.10' for vertical and horizontal shots. Anything above this is disregarded and reobserved.
 6. Pape-Dawson will not consider or review contractors topo unless it has been obtained by the same specifications and standards. Topo collected by a GPS unit attached to a moving vehicle is not considered accurate enough for quantity disputes. Any requests to compare topo collected not to the above specifications will need to be paid for by the requesting contractor or will require an additional service request from the clients/owner.
- Z. Contractor shall maintain flow at all times in 20-inch main during construction.
- AA. Contractor shall maintain access to existing driveways along Kohlenberg Road during construction.

END OF SECTION

PROHIBITION ON BOYCOTTING ISRAEL AND CONTRACTING WITH TERRORIST ORGANIZATIONS VERIFICATION

This verification is hereby incorporated into the terms of the contract by and between SOUTHSTAR COMMUNITIES and _____ entered into this the _____ day of _____, 2024.

1.01 _____, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 of the Texas Government Code, effective Sept. 1 2017, does hereby agree, confirm, and verify that it:

A. Does not Boycott Israel; and

B. Will not Boycott Israel during the term of the contract

“Boycott Israel” has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means “refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes.”

1.02 Contractor hereby certifies that it is not a entity that contracts with or provides supplies or services to a foreign terrorist organization, as defined by Section 2252.151(2), Texas Government Code, and has not been identified as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

1.03 Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.

1.04 TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.

Prohibition on Boycotting Israel and Contracting with Terrorist Organizations [Continued]

Contractor Signature

State of Texas

County of _____

Before me, a notary public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1A and B and Paragraph 2 are true and correct.

(Personalized Seal)

Notary Public's Signature

Receipt and incorporation into the above referenced contract hereby agreed to and acknowledged by:

Owner Signature

END OF SECTION

PRICE AND PAYMENT PROCEDURES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Document 00 5200 - Agreement Form .
- B. Document 00 7200 - General Conditions and Document 00 7300 - Supplementary Conditions.
- C. Section 01 2100 - Allowances.
- D. Section 01 2200 - Unit Prices.
- E. Section 01 7000 - Execution and Closeout Requirements.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer for approval.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- D. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.

8. Percentage of Completion.
 9. Balance to Finish.
 10. Retainage.
- E. Execute certification by signature of authorized officer.
 - F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
 - G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
 - H. Submit a minimum of five copies of each Application for Payment.
 - I. Include the following with the application:
 1. Transmittal letter.
 2. Construction progress schedule, revised and current.
 3. Current construction photographs, if required.
 4. Partial release of liens from major subcontractors and vendors.
 5. Any waivers.
 6. Project record documents, for review by Owner which will be returned to the Contractor.
 7. Affidavits attesting to off-site stored products.
 - J. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.
- C. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within five days.
- E. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

1. For change requested by Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineer.
 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 4. For change ordered by Engineer without a quotation from Contractor, the amount will be determined by Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 7000.
 2. All plan of record drawings are provided.
 3. All warranty documents are provided.
 4. All owner's manuals are provided.
 5. All as-built drawings for public improvements are provided.
 6. All testing results are provided.
 7. All observation records are provided.

8. The owner's punch list has been completed.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

ALLOWANCES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Cash allowances.
- B. Contingency allowance.
- C. Inspecting and testing allowances.
- D. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS - NOT USED**1.03 CASH ALLOWANCES**

- A. Costs Included in Cash Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts, less applicable taxes
- B. Costs Not Included in Cash Allowances: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; and labor for installation and finishing.
- C. Engineer Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Engineer in selection of products, suppliers, and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order.

1.04 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.05 INSPECTING AND TESTING ALLOWANCES

- A. Costs Included in Inspecting and Testing Allowances: Cost of engaging an inspecting or testing agency; execution of inspecting and tests; and reporting results.
- B. Payment Procedures:
 - 1. Submit one copy of the inspecting or testing firm's invoice with next application for payment.

- 2. Pay invoice on approval by Engineer.
- C. Differences in cost will be adjusted by Change Order.

1.06 ALLOWANCES SCHEDULE

- A. Section _____ - _____: Include the stipulated sum of \$_____ for purchase and delivery of _____.
- B. Section _____ - _____: Include the stipulated sum of \$_____ for purchase and delivery of _____.
- C. Section _____ - _____: Include the stipulated sum of \$_____ for installation of _____.
- D. Section _____ - _____: Include the stipulated sum of \$_____ for installation of _____.
- E. Section _____ - _____: Include the stipulated sum of \$_____ for purchase, delivery, and installation of _____.
- F. Section _____ - _____: Include the stipulated sum of \$_____ for purchase, delivery, and installation of _____.
- G. Section _____ - _____: Include the unit price of \$_____ per _____ for purchase, delivery, and installation of _____.
- H. Section _____ - _____: Include the unit price of \$_____ per _____ for purchase, delivery, and installation of _____.
- I. Contingency Allowance: Include the stipulated sum/price of \$_____ for use upon Owner's instructions.
- J. Inspecting and Testing Allowance: Include the sum of \$_____ for payment of inspecting services specified in Section 01 4000 - Quality Requirements.
- K. Soils Testing Allowance: Include the sum of \$_____ for testing compacted soils.
- L. Concrete Testing Allowance: Include the sum of \$_____ for testing concrete.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED****END OF SECTION**

UNIT PRICES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities from the drawings.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius.
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- I. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- J. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Engineer of any discrepancies.
- K. Contractor's Responsibilities: Sign surveyor's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.06 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Engineer.
 - 2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit price will be adjusted to a new unit price at the discretion of Engineer.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Owner to assess the defect and identify payment adjustment is final.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED**

END OF SECTION

ALTERNATES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders.
- B. Document 00 4323 - Alternates Form.
- C. Document 00 5200 - Agreement Form.

1.03 ACCEPTANCE OF Alternates

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF Alternates

- A. Alternate No. ____ - ____:
 - 1. Base Bid Item: Section _____ and Drawing number ____ including _____.
 - 2. Alternate Item: Section _____ and Drawing number ____ including _____.
- B. Alternate No. ____ - ____:
 - 1. Base Bid Item: Section _____ and Drawing number ____ including _____.
 - 2. Alternate Item: Section _____ and Drawing number ____ including _____.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED****END OF SECTION**

ADMINISTRATIVE REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions.
- B. Document 00 7300 - Supplementary Conditions.
- C. Section 01 3216 - Construction Progress Schedule.
- D. Section 01 7000 - Execution and Closeout Requirements.
- E. Section 01 7800 - Closeout Submittals.

1.03 PROJECT COORDINATOR

- A. Cooperate with the Project Manager in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Project Manager.
- C. Comply with Project Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Manager for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Manager.
- F. Make the following types of submittals to Engineer through the Project Manager:
 - 1. Requests for Interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Closeout submittals.

11. Plan of record drawings.
12. As-built utility drawings.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 2. Contractor and Engineer are required to use this service.
 3. It is Contractor's responsibility to submit documents in allowable format.
 4. Subcontractors, suppliers, and Engineer's consultants are to be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Cost: The cost of the service will be paid by Owner.
- C. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the Contract Sum.
- D. Submittal Service: The selected service is:
 1. Submittal Exchange (tel: 1-800-714-0024): www.submittalexchange.com/#sle.
- E. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of Engineer and Contractor participating; further training is the responsibility of the user of the service.
- F. Project Closeout: Engineer will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRE-CONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Engineer will schedule a meeting after Notice of Award.
- C. Attendance Required:
 1. Owner.
 2. Engineer.

- 3. Contractor.
- D. Contractor will schedule and administer a pre-construction meeting within 15 days after date of Notice to Proceed.
- E. Location: A central site, convenient for all parties, provided by Contractor.
- F. Attendance
 - 1. Owner's Representative.
 - 2. Engineer's Representative.
 - 3. Contractor's Superintendent.
 - 4. Others as appropriate.
- G. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Scheduling activities of Subcontractors.
 - 9. Contractor's progress and schedule chart.
 - 10. Review of required submittals.
 - 11. Processing of applications for payment.
 - 12. Critical work sequencing.
 - 13. Equipment and supply deliveries.
 - 14. Storage areas, security housekeeping and Owner's needs.
- H. Record minutes and distribute copies within three days after meeting to participants, with one copy each to Engineer, Owner, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING

- A. Contractor will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Engineer.
 - 4. Special consultants.
 - 5. Contractor's superintendent.
 - 6. Major subcontractors.
 - 7. Architect.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Survey and building layout.

6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.
 12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within three days after meeting to participants, with one copy each to Engineer, Owner, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- D. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, Engineer, as appropriate to agenda topics for each meeting.
- E. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to work.
- F. Record minutes and distribute copies within three days after meeting to participants, with one copy each to Engineer, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Refer to Section 01 3216.
- B. If preliminary schedule requires revision after review, submit revised schedule within five days.
- C. Within five days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- D. Within three days after joint review, submit complete schedule.

- E. Submit updated schedule every 14 days.

3.06 PROGRESS PHOTOGRAPHS

- A. Submit new photographs at least once a month, within 3 days after being taken.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Owner.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
 - 1. Completion of site clearing.
 - 2. Excavations in progress.
 - 3. Foundations in progress and upon completion.
 - 4. Structural framing in progress and upon completion.
 - 5. Enclosure of building, upon completion.
 - 6. Final completion, minimum of ten (10) photos.
- F. Take photographs as evidence of existing project conditions.
- G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: Via email.
 - 2. File Naming: Include project identification, date and time of view, and view identification.
 - 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

3.07 COORDINATION DRAWINGS

- A. Provide information required by Project Manager for preparation of coordination drawings.
- B. Review drawings prior to submission to Engineer or Architect.

3.08 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
 - 5. Other, as required.
- B. Submit to Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES.

3.09 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Sustainability design submittals and reports.

3. Certificates.
4. Test reports.
5. Inspection reports.
6. Manufacturer's instructions.
7. Manufacturer's field reports.
8. Other types indicated.

B. Submit for Engineer's knowledge as contract administrator or for Owner.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 1. Small Size Sheets, Not Larger Than 8-1/2 by 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Engineer.
 2. Larger Sheets, Not Larger Than 36 x 48 inches: Submit the number of copies that Contractor requires, plus one copy that will be retained by Engineer.
- B. Documents for Information: Submit one copy.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit two extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.12 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Transmit each submittal with approved form.

END OF SECTION

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**PART 1-GENERAL****1.01 SUBMITTALS**

- A. Submit two prints of all Shop Drawings until final acceptance. One print will be returned to the General Contractor after Engineer's review.
- B. Submit a minimum of four copies of all Product Data until final acceptance. Three copies of the Product Data will be returned to the General Contractor after Engineer's review.
- C. Submit a minimum of duplicates of all Samples. Additional samples may be required for specific items for coordination of finishes.
- D. Submit additional copies of Samples and Product Data as necessary for distribution to subcontractors. Contractor shall obtain and distribute required prints of Shop Drawings made from reviewed and stamped reproducible. Exact number of copies of Product Data, Samples and Shop Drawings to be submitted shall be established in the pre-construction conference.
- E. Contractor shall review and stamp with his approval all submittals. Any submittals which do not bear the Contractor's approval stamp shall be returned without review.
- F. Where printed materials describe more than one product or model, clearly identify which is to be furnished.
- G. Shop Drawings shall not be reproductions of Contract Documents.
- H. Contractor shall make any corrections noted on Engineer's reviewed copies of submittals and shall resubmit the required number of corrected copies of Shop Drawings and Product Data or new Samples.
- I. Each Shop Drawing, Sample and Product Data submittal shall be properly identified bearing the name and quality of the material, the manufacturer's name, the Contractor's name, the Subcontractor's name, the name of the Project and the date of submission, and referenced to the applicable Specification Section.
- J. Engineer's checking of Shop Drawings, Samples or Product Data which deviates from the Contract Documents does not authorize changes to the Contract Sum. Submit in writing at the time of submission any changes to the Contract Sum affected by such Shop Drawings, Samples or Product Data, otherwise, claim for extras will not be considered.
- K. Submit schedule of Shop Drawing and Sample Submittals within 15 days after notice to proceed.

END OF SECTION

PROJECT MEETINGS**PART 1 - GENERAL****1.01 PRE-CONSTRUCTION MEETING**

- A. Contractor will schedule and administer a pre-construction meeting within 15 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties, provided by Contractor.
- C. Attendance
 - 1. Owner's Representative.
 - 2. Engineer's Representative.
 - 3. Contractor's Superintendent.
 - 4. Others as appropriate.
- D. Agenda
 - 1. Contractor's progress and schedule chart.
 - 2. Review of required submittals.
 - 3. Processing of applications for payment.
 - 4. Critical work sequencing.
 - 5. Equipment and supply deliveries.
 - 6. Storage areas, security housekeeping and Owner's needs.
 - 7. Record minutes and distribute copies within three days after meeting to participants, with one copy each to Engineer, Owner, participants, and those affected by decisions made.

1.02 PROGRESS MEETINGS

- A. Contractor shall schedule regular periodic meetings, as required.
- B. Hold called meetings as required by progress of the work.
- C. Attendance:
 - 1. Engineer's Representative.
 - 2. Suppliers as appropriate to the agenda.
 - 3. Others as appropriate.

END OF SECTION

CONSTRUCTION PROGRESS SCHEDULE**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 RELATED SECTIONS -- NOT USED**1.03 REFERENCE STANDARDS**

- A. AGC (CPSM) - Construction Planning and Scheduling Manual; 2004.
- B. M-H (CPM) - CPM in Construction Management - Project Management with CPM; 2015.

1.04 SUBMITTALS

- A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule to the Owner and Engineer for approval, a practical work schedule, showing the order in which the Contractor proposes to carry on the work and the time at which the several salient features will be started and completed.
- B. If the schedule requires revision after review, submit revised schedule within 5 days.
- C. Submit updated schedule every 14 days.

1.05 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.06 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Minimum Sheet Size: Multiples of 8-1/2 x 11 inches.
- C. Scale and Spacing: To allow for notations and revisions.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules for each stage of Work.
- E. Provide sub-schedules to define critical portions of the entire schedule.
- F. Include conferences and meetings in schedule.

- G. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- H. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, products identified under Allowances, and dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes.
- I. Indicate delivery dates for owner-furnished products and products identified under Allowances.
- J. Coordinate content with schedule of values.
- K. Provide legend for symbols and abbreviations used.
- L. Include a separate bar for each major portion of Work or operation.

3.03 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Owner at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 5 days.

3.04 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Update diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

3.05 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

DAILY CONSTRUCTION PROGRESS REPORT

PART 1 - GENERAL

1.01 CONTRACT

- A. The Contractor shall submit to the Project Manager, Daily Reports, wherein the following data is provided relative to his Work and the Work of his Subcontractors:
 - 1. Location and description of work being performed.
 - 2. Problems, if any, encountered during the course of the day's work.
 - 3. Number of personnel on job for Contractor and each Subcontractor (broken down as to the number of journeymen, apprentices, etc.).
 - 4. Temperature and weather conditions.
 - 5. Discrepancies, if any, noted in Plans and Specifications.

END OF SECTION

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 CONSTRUCTION PHOTOGRAPHS

- A. Construction progress photographs shall be taken once a month with the time, direction of view and vantage points as directed by the Engineer.
- B. Photograph from locations to adequately illustrate the condition of construction and the state of the Project.
 - 1. At successive periods of photography, take at least one photograph from the same overall view as previously.
 - 2. Consult with Engineer at each period of photography for instructions concerning the views required.
- C. Three photographs shall be taken each month by a professional photographer and shall be 8" x 11", double weight paper, color glossy finish, sharp and clearly showing details.
- D. All photographs shall be identified on the back with Project name, date, location and view of vantage point.
- E. Furnish two prints of each photograph to the Engineer to accompany each Application for Payment.
- F. All negatives shall be retained by the photographer until the completion of the Project, at which time they shall be delivered to the Owner and shall become the property of the Owner.

END OF SECTION

SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including entry control, guard service, and miscellaneous restrictions.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls.

1.03 SECURITY PROGRAM

- A. Protect Work, existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program at project mobilization.
- C. Maintain program throughout construction period until Owner occupancy.

1.04 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to Owner on request.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

QUALITY REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 3100 - Available Project Information.
- B. Document 00 7200 - General Conditions.
- C. Section 01 2100 - Allowances.
- D. Section 01 3000 - Administrative Requirements.
- E. Section 01 4216 - Definitions.

1.03 REFERENCE STANDARDS

- A. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- B. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- D. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- E. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Engineer's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit one copy of report to Architect, Contractor, Owner, and Engineer.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.

- g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Engineer, provide interpretation of results.
- 2. Test report submittals are for Engineer's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Engineer's benefit as contract administrator or for Owner.
 - 1. Submit report in duplicate within 30 days of observation to Engineer for information.
 - 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- G. Erection Drawings: Submit drawings for Engineer's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.06 Testing and Inspection Agencies and Services

- A. Owner will employ and pay for services of an independent testing agency to perform other specified testing.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing, inspection, and reporting required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or non-compliance of Work or products.
 - 6. Perform additional tests and inspections required by Engineer.
 - 7. Attend preconstruction meetings and progress meetings.

8. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Engineer.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations.
 1. Observer subject to approval of Engineer.
 2. Observer subject to approval of Owner.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the work, Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

DEFINITIONS**PART 1 - GENERAL****1.01 SUMMARY**

- A. References to standards, codes, Specifications, recommendations and regulations refer to the latest edition or printing prior to the date of issue of the Contract Documents.
- B. Applicable portions of standards listed that are not in conflict with Contract Documents are hereby made a part of the Specifications.
- C. Modifications or exceptions to Standards shall be considered as amendments and unmodified portions shall remain in full effect. In cases of discrepancies between standards, the more stringent requirements shall govern.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

1.03 ABBREVIATIONS AND NAMES

- A. The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Names are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of contract documents:
 - 1. AA Aluminum Association
 - 2. AAMA American Architectural Manufacturers Association
 - 3. AAN American Association of Nurserymen
 - 4. AASHTO American Association of State Highway and Transportation Officials
 - 5. AATCC American Association of Textile Chemists and Colorists
 - 6. ACI American Concrete Institute
 - 7. ACIL American Council of Independent Laboratories
 - 8. ACPA American Concrete Pipe Association
 - 9. ADC Air Diffusion Council
 - 10. AFBMA Anti-Friction Bearing Manufacturers Association, Inc.
 - 11. AGA American Gas Association
 - 12. AHAM Association of Home Appliance Manufacturers
 - 13. AI Asphalt Institute
 - 14. AIA American Institute of Architects
 - 15. AIA American Insurance Association
 - 16. AISC American Institute of Steel Construction
 - 17. AISI American Iron and Steel Institute

18.	AITC	American Institute of Timber Construction
19.	ALSC	American Lumber Standards Committee
20.	AMCA	Air Movement and Control Association
21.	ANSI	American National Standards Institute
22.	APA	American Plywood Association
23.	APA	American Parquet Association
24.	ARI	Air Conditioning and Refrigeration Institute
25.	ASC	Adhesive and Sealant Council
26.	ASCE	American Society of Civil Engineers
27.	ASHREA	Architectural Society of Heating, Refrigerating and Air-Conditioning Engineers
28.	ASME	American Society of Mechanical Engineers
29.	ASPE	American Society of Plumbing Engineers
30.	ASSE	American Society of Sanitary Engineers
31.	ASTM	American Society for Testing and Materials
32.	AWI	Architectural Woodwork Institute
33.	AWPA	American Wood-Preservers' Association
34.	AWPB	American Wood-Preservers Bureau
35.	AWS	American Welding Society
36.	AWWA	American Water Works Association
37.	BHMA	Builders Hardware Manufacturers Association
38.	BIA	Brick Institute of America
39.	BIFMA	Business and Institutional Furniture Manufacturer's Association
40.	CBM	Certified Ballast Manufacturers
41.	CDA	Copper Development Association
42.	CE	Corps of Engineers (U.S. Dept. of the Army)
43.	CFFA	Chemical Fabrics and Film Association, Inc.
44.	CFR	Code of Federal Regulations
45.	CGA	Compressed Gas Association
46.	CISPI	Cast Iron Soil Pipe Institute
47.	CLFMI	Chain Link Fence Manufacturer's Institute
48.	CPSC	Consumer Product Safety Commission
49.	CRA	California Redwood Association
50.	CRI	Carpet and Rug Institute
51.	CRSI	Concrete Reinforcing Steel Institute
52.	CS	Commercial Standard of NBS (U.S. Dept. of Commerce)
53.	CTI	Ceramic Tile Institute
54.	DHI	Door and Hardware Institute
55.	DLPA	Decorative Laminate Products Association
56.	DOC	Department of Commerce
57.	DOT	Department of Transportation
58.	EIA	Electronic Industries Association
59.	EPA	Environmental Protection Agency
60.	FAA	Federal Aviation Administration (U.S. Dept of Transportation)
61.	FCC	Federal Communications Commission
62.	FCI	Fluid Controls Institute
63.	FGMA	Flat Glass Marketing Association

64.	FHA	Federal Housing Administration (U.S. Dept. of HUD)
65.	FM	Factory Mutual System
66.	FS	Federal Specification (General Services Admin.)
67.	FTI	Facing Tile Institute
68.	GA	Gypsum Association
69.	GSA	General Services Administration
70.	HPMA	Hardwood Plywood Manufacturers Association
71.	IEEE	Institute of Electrical and Electronic Engineers, Inc.
72.	IESNA	Illuminating Engineering Society of North America
73.	IGCC	Insulating Glass Certification Council
74.	ILI	Indiana Limestone Institute of America
75.	IMIAC	International Masonry Industry All-Weather Council
76.	IRI	Industrial Risk Insurance
77.	ISA	Instrument Society of America
78.	MBMA	Metal Building Manufacturer's Association
79.	MCAA	Mechanical Contractors Association of America
80.	MIA	Marble Institute of America
81.	MIL	Military Standardization Documents (U.S. Dept. of Defense)
82.	ML/SFA	Metal Lath/Steel Framing Association
83.	MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
84.	NAAMM	National Association of Architectural Metal Manufacturers
85.	NBGQA	National Building Granite Quarries Association
86.	NBS	National Bureau of Standards (U.S. Dept. of Commerce)
87.	NCMA	National Concrete Masonry Association
88.	NCRPM	National Council on Radiation Protection and Measurement
89.	NEC	National Electrical Code (by NFPA)
90.	NECA	National Electrical Contractors Association
91.	NEII	National Elevator Industry, Inc.
92.	NEMA	National Electrical Manufacturers Association
93.	NFPA	National Fire Protection Association
94.	NFPA	National Forest Products Association
95.	NHLA	National Hardwood Lumber Association
96.	NKCA	National Kitchen Cabinet Association
97.	NOFMA	National Oak Flooring Manufacturers Association
98.	NPA	National Particleboard Association
99.	NPCA	National Paint and Coatings Association
100.	NRCA	National Roofing Contractors Association
101.	NRMCA	National Ready-Mix Concrete Association
102.	NSF	National Sanitation Foundation
103.	NSSEA	National School Supply and Equipment Association
104.	NTMA	National Terrazzo and Mosaic Association
105.	NWMA	National Woodwork Manufacturers Association
106.	OSHA	Occupational Safety Health Administration (U.S. Dept. of Labor)
107.	PCA	Portland Cement Association
108.	PCI	Prestressed Concrete Institute
109.	PDI	Plumbing and Drainage Institute

110. PEI	Porcelain Enamel Institute
111. PS	Product Standard of NBS (U.S. Dept. of Commerce)
112. RFCI	Resilient Floor Covering Institute
113. RIS	Redwood Inspection Service (Grading Rules)
114. SAMA	Scientific Apparatus Makers Association
115. SDI	Steel Deck Institute
116. SGCC	Safety Glazing Certification Council
117. SHLMA	Southern Hardwood Lumber Manufacturers Association
118. SIGMA	Sealed Insulating Glass Manufacturers Association
119. SJI	Steel Joist Institute
120. SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
121. SPIB	Southern Pine Inspection Bureau (Grading Rules)
122. SPIB	Southern Pine Inspection Bureau
123. SSPC	Steel Structures Painting Council
124. SWI	Steel Window Institute
125. TCA	Tile Council of America
126. TIMA	Thermal Insulation Manufacturers Association
127. TPI	Truss Plate Institute
128. TxDOT	Texas Department of Transportation
129. UBC	Uniform Building Code
130. UL	Underwriters Laboratories
131. USDA	United States Department of Agriculture
132. USPS	United States Postal Service
133. WCLIB	West Coast Lumber Inspection Bureau (Grading Rules)
134. WRI	Wire Reinforcement Institute
135. WSC	Water Systems Council
136. WSFI	Wood and Synthetic Flooring Institute
137. WWPA	Western Wood Products Association (Grading Rules)
138. WWPA	Woven Wire Products Association

1.04 GENERAL SPECIFICATION ABBREVIATIONS

A. Cubic Foot	cu. ft.
B. Degree	deg.
C. Diameter	dia.
D. Feet or Foot	ft.
E. Inch	in.
F. Inside Diameter	i.d.
G. Kips (1000 pounds)	K
H. Millimeter	mm
I. Ounce	oz.
J. Outside Diameter	o.d.
K. Pound	lb.
L. Pounds per Cubic Foot	pcf

- M. Pounds per Square Foot psf
- N. Pounds per Square Inch psi
- O. Square Foot sq. ft.
- P. Square Inch sq. in.

1.05 REFERENCE STANDARDS - GENERAL

- A. Publications of organizations and societies listed in individual Specification Sections shall be considered integral with Contract Documents to extent referenced.
- B. Publications are referred to in text by basic designation only with organizations and societies referenced by abbreviations.
- C. When standard is referenced to in individual Specification Section but is not listed in this Section by title and date, it shall be considered to be latest revision at date of Project Manual issuance.
- D. Make available at site, copies of referenced documents as Engineer or Owner may request.
- E. Following listings include full title and applicable revision date.

1.06 REFERENCE STANDARDS

- A. American Concrete Institute (ACI):
 - 1. 211.1-81 (Revised 1985), Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
 - 2. 211.2-81, Standard Practice for Selecting Proportions for Structural Lightweight Concrete.
 - 3. 211.3-75 (Revised 1987), Standard Practice for Selecting Proportions for No-Slump Concrete.
 - 4. 301-84 (Revised 1987), Specification for Structural Concrete for Buildings.
 - 5. 304R-85, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
 - 6. 306R-77 (Revised 1982), Hot Weather Concreting.
 - 7. 306R-78 (Revised 1983), Cold Weather Concreting.
 - 8. 308-81 (Revised 1986), Standard Practice for Curing Concrete.
 - 9. 309-72 (Revised 1982), Standard Practice for Consolidation of Concrete.
 - 10. 315-80, Details and Detailing of Reinforced Concrete (included in SP-66).
 - 11. 318-83 (Revised 1986), Building Code Requirements for Reinforced Concrete.
 - 12. 347-78 (Reapproved 1984), Recommended Practice for Concrete Formwork.
 - 13. SP-66, ACI Detailing Manual (1980 Edition).
- B. American Institute of Steel Construction (AISC):
 - 1. Code of Standard Practice for Steel Buildings and Bridges (with Commentary), September 1, 1976.
 - 2. Manual of Steel Construction, Eighth Edition.
 - 3. Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings (with Commentary), November 1, 1978.
 - 4. Specification for Structural Joints Using ASTM A325 or A490 Bolts, April 26, 1978.
- C. American Society for Testing and Materials (ASTM)
 - 1. A 36-84a, Specification for Structural Steel.
 - 2. A 47-84, Specification for Ferritic Malleable Iron Castings.

3. A 53-84a, Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
4. A 82-85, Specification for Steel Wire, Plain, for Concrete Reinforcement.
5. A 108-81, Specification for Steel Bars, Carbon, Cold-Finished, Standard Quality.
6. A 116-81, Specification for Zinc-Coated (Galvanized) Steel Woven Wire Fence Fabric.
7. A 123-84, Specification for Zinc (Hot-Galvanized) Coatings on Iron and Steel Products.
8. A 153-84, Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
9. A 185-85, Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.
10. A 242-87, Specification for High-Strength Low-Alloy Structural Steel.
11. A 307-86, Specification for Carbon Steel Bolts and Studs, 6000 psi Tensile Strength.
12. A 325-86a, Specification for High-Strength Bolts for Structural Steel Joints.
13. A 370-86a, Methods and Definitions for Mechanical Testing of Steel Products.
14. A 416-86, Specification for Steel Strand, Uncoated Seven-Wire Stress-Relieved for Prestressed Concrete.
15. A 421-80 (1985), Specification for Uncoated Stress-Relieved Wire for Prestressed Concrete.
16. A 446-85, Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality.
17. A 475-85, Specification for Zinc-Coated Steel Wire Strand.
18. A 490-85, Specification for Heat-Treated, Steel Structural Bolts 150 KSI Tensile Strength.
19. A 500-84, Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
20. A 501-84, Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
21. A 514-87a, Specification for High-Yield Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding.
22. A 525-83, Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, General Requirements.
23. A 572-84, Specification for High-Strength Low-Alloy Columbium-Vanadium Steel of Structural Quality.
24. A 576-81, Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality.
25. A 588-87, Specification for High-Strength Low-Alloy Structural Steel with 50,000 psi Minimum Yield Point to 4 in. Thick.
26. A 611-85, Specification for Steel, Sheet, Carbon, Cold-Rolled Structural Quality.
27. A 615-87, Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
28. A 706-84a, Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement.
29. A 775-85, Specification for Epoxy-Coated Reinforcing Steel Bars.
30. A 633-85, Specification for Electrodeposited Coatings of Zinc on Iron and Steel.
31. C 31-85, Method for Making and Curing Concrete Test Specimens in the Field.
32. C 33-86, Specification for Concrete Aggregates.
33. C 39-86, Test for Compressive Strength of Cylindrical Concrete Specimens.
34. C 42-84a, Methods for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
35. C 90-85, Specification for Hollow Load-Bearing Concrete Masonry Units.
36. C 91-86, Specification for Masonry Cement.

37. C 94-86, Specification for Ready-Mixed Concrete.
38. C 109-86, Test Method for Compressive Strength of Hydraulic Cement Mortars.
39. C 138-81, Test Method for Unit Weight, Yield and Air Content (Gravimetric) of Concrete.
40. C 140-75 (1980), Method of Sampling and Testing Concrete Masonry Units.
41. C 143-78, Test Method for Slump of Portland Cement Concrete.
42. C 144-87, Specification for Aggregate for Masonry Mortar.
43. C 150-85a, Specification for Portland Cement.
44. C 171-69 (1986), Specification for Sheet Materials for Curing Concrete.
45. C 172-82, Method of Sampling Freshly Mixed Concrete.
46. C 173-78, Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
47. C 190-85, Test Method for Tensile Strength of Hydraulic Cement Mortars.
48. C 207-79 (1984), Specification for Hydrated Lime for Masonry Purposes.
49. C 231-82, Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
50. C 260-85, Specification for Air-Entraining Admixtures for Concrete.
51. C 270-86b, Specification for Mortar for Unit Masonry.
52. C 309-81, Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
53. C 311-85, Method for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland Cement Concrete.
54. C 330-87, Specification for Lightweight Aggregates for Structural Concrete.
55. C 404-87, Specification for Aggregates for Masonry Grout.
56. C 476-83, Specification for Grout for Reinforced and Non-reinforced Masonry.
57. C 494-86, Specification for Chemical Admixtures for Concrete.
58. C 567-85, Test Method for Unit Weight of Structural Lightweight Concrete.
59. C 595-86, Specification for Blended Hydraulic Cements.
60. C 618-85, Specification for Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement.
61. C 780-80 (1985), Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
62. C 827-82, Test Method for Early Volume Change of Cementitious Mixtures.
63. C 938-80 (1985), Practice for Proportioning Grout Mixtures for Preplaced-Aggregate Concrete.
64. C 942-86, Test Method for Compressive Strength of Grouts for Preplaced-Aggregate Concrete in the Laboratory.
65. C 989-85a, Specification for Ground Iron Blast-Furnace Slag for Use in Concrete and Mortars.
66. D 98-80, Specification for Calcium Chloride.
67. D 994-71 (Reaffirmed 1982), Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
68. D 1751-83, Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
69. D 1752-84, Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
70. D 2092-86, Recommended Practices for Preparation of Zinc-Coated Galvanized Steel Surfaces for Painting.

71. D 2240-86, Test for Rubber Property - Durometer Hardness.
 72. D 3034, Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 73. E 164-81, Practice for Ultrasonic Contact Examination of Weldments.
 74. E 329-77 (1983), Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
 75. E 447-84, Test Methods for Compressive Strength of Masonry Prisms.
- D. American Welding Society (AWS):
1. A5.1-81, Specification for Carbon Steel Covered Arc-Welding Electrodes.
 2. A5.5-81, Specification for Low-Alloy Steel Covered Arc-Welding Electrodes.
 3. A5.17-80, Specification for Carbon Steel Electrodes and Fluxes for Submerged Arc-Welding.
 4. A5.20-79, Specification for Carbon Steel Electrodes for Flux Cored Arc-Welding.
 5. B2.1-84, Welding Procedure and Performance Qualification.
 6. D1.1-86, Structural Welding Code - Steel.
 7. D1.3-81, Specification for Welding of Sheet Metal in Structures.
 8. D1.4-79, Structural Welding Code - Reinforcing Steel.
 9. QC-1-86, Standard for Qualification and Certification of Welding Inspectors.
- E. Prestressed Concrete Institute (PCI):
1. MNL 116-77, Manual for Quality Control for Plants and Production of Precast Prestressed Concrete Products.
 2. MNL 117-77, Manual for Quality Control of Plants and Production of Architectural Precast Concrete Products
- F. Steel Deck Institute (SDI):
1. Specification for Composite Steel Floor Deck, 1987.
 2. Specification for Non-Composite Steel Form Deck, 1987.
 3. Specification for Steel Roof Deck, 1987.
- G. Steel Joist Institute (SJI):
1. Recommended Code of Standard Practice for Steel Joists, November 4, 1985.
 2. Standard Specification for Joist Girders, November 4, 1985.
 3. Standard Specification for Longspan Steel Joists, LH-Series and Deep Longspan Steel Joists, DLH-Series, November 4, 1985.
 4. Standard Specification for Open Web Steel Joists, K-Series, November 1, 1985.

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 3553 - Security Procedures.
- B. Section 01 5100 - Temporary Utilities.
- C. Section 01 5213 - Field Offices and Sheds.
- D. Section 01 5500 - Vehicular Access and Parking.
- E. Section 01 5813 - Temporary Project Signage.

1.03 TEMPORARY UTILITIES

- A. See Section 01 5100 for additional requirements.
- B. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- C. Existing facilities may be used with Owner approval.
- D. New permanent facilities may be used with Owner approval.
- E. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Telephone Land Lines: One line, minimum; one handset per line.
 - 3. Internet Connections: Minimum of one; T-1 line or faster.
 - 4. Email: Account/address reserved for project use.
 - 5. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.
 - 6. Facsimile Service: Fax-to-email software on personal computer.
 - 7. Project web site.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted.
- C. New permanent facilities may not be used during construction operations.
- D. Maintain daily in clean and sanitary condition.
- E. At end of construction, return facilities to same or better condition as originally found.

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- E. Traffic Controls: To be installed and maintained per State or local requirements..

1.07 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.08 SECURITY

- A. See Section 01 3553 for additional requirements.
- B. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- C. Coordinate security program with Owner.

1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Existing on-site roads or public streets shall not be used for construction traffic.
- F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- G. Existing parking areas may not be used for construction parking.
- H. Do not allow vehicle parking on existing pavement.

1.10 WASTE REMOVAL

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 PROJECT IDENTIFICATION

- A. Provide project identification sign of design, construction, and location approved by Owner.
- B. No other signs are allowed without Owner permission except those required by law.

1.12 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment
- B. Provide space for Project meetings, with table and chairs to accommodate 8 persons.
- C. Locate offices a minimum distance of 50 feet from existing and new structures.

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove temporary underground installations to a minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED**

END OF SECTION

TEMPORARY UTILITIES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary Utilities: Electricity, water, sanitary sewer, and telecommunications.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls.

1.03 TEMPORARY ELECTRICITY

- A. Cost: By Contractor.
- B. Provide power service required from electric service purveyor.
- C. Complement existing power service capacity and characteristics as required.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- E. Provide main service disconnect and over-current protection at the meter .
- F. Permanent convenience receptacles may be utilized during construction.
- G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
- H. Comply with Federal, State and local codes and regulations and with utility company requirements.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Materials and equipment may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- B. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.
- C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- D. Each Contractor shall provide for his extension cords and any additional lighting that may be required to complete his work.
- E. Maintain lighting and provide routine repairs.
- F. Permanent building lighting may be utilized during construction.

1.05 TEMPORARY TELEPHONE SERVICE

- A. Arrange with local telephone service company, provide direct line telephone service at the construction site for the use of personnel and the Engineer.
- B. List telephone with information operator in the name of the Project and in the name of the Contractor.
- C. Pay all costs for installation, maintenance and removal, and service charges for local calls. Toll charges shall be paid by the party who places the call.

1.06 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Contractor.

- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.
- D. Install branch piping with taps located so that water is available throughout the construction by the use of hoses. Protect piping and fittings against freezing.
- E. Each Contractor shall provide his distribution hoses as required to complete his work.

1.07 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain adequate temporary outside toilet facilities for use of persons working at the Site.
- B. Keep toilets clean and in sanitary condition. Provide toilet tissue in suitable holders. Comply with applicable legal and health requirements.
- C. Remove temporary toilets when construction is completed.
- D. Existing plumbing facilities shall not be used by construction personnel.

1.08 TEMPORARY FIRE PROTECTION

- A. Observe and enforce throughout the work during the whole period of construction all requirements of the local City Fire Marshal and Insurance Authorities to minimize the fire hazard during the progress of the work.
- B. Make connections to existing facilities, provide water for fire protection purposes; Contractor to pay costs of water used.
- C. Install branch piping with taps located so that water is available throughout the construction by the use of hoses. Protect piping and fittings against freezing.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION - NOT USED**

END OF SECTION

FIELD OFFICES AND SHEDS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary field offices for use of Contractor.
- B. Maintenance and removal.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls:
- B. Section 01 5500 - Vehicular Access and Parking.

1.03 USE OF EXISTING FACILITIES

- A. Existing facilities shall not be used for field offices unless otherwise indicated.

1.04 USE OF PERMANENT FACILITIES

- A. Permanent facilities shall not be used for field offices unless otherwise indicated.

PART 2 PRODUCTS**2.01 MATERIALS AND EQUIPMENT**

- A. Materials and Equipment: Serviceable, new or used, adequate for required purpose.

2.02 CONSTRUCTION

- A. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
- B. Construction: Structurally sound, secure, weather tight enclosures for office. Maintain during progress of Work; remove when no longer needed.
- C. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy requirements.
- D. Exterior Materials: Weather resistant, finished in one color.
- E. Interior Materials in Offices: Sheet type materials for walls and ceilings, prefinished or painted; resilient floors and bases.
- F. Fire Extinguishers: Appropriate type fire extinguisher at each office.

2.03 Contractor OFFICE AND FACILITIES

- A. Size: For Contractor's needs and to provide space for project meetings.
- B. Telephone: As specified in Section 01 5000.
- C. Furnishings in Meeting Area: Conference table and chairs to seat at least eight persons; racks and files for Contract Documents, submittals, and project record documents.
- D. Other Furnishings: Contractor's option.
- E. Sanitary Facilities: As specified in Section 01 5000.
- F. Drinking Fountain: Convenient access by workers.

PART 3 EXECUTION**3.01 PREPARATION**

- A. Fill and grade sites for temporary structures to provide drainage away from buildings.

3.02 INSTALLATION

- A. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.
- B. Parking: Gravel parking area near field office.
- C. Employee Residential Occupancy: Not allowed on Owner's property.

3.03 MAINTENANCE AND CLEANING

- A. Weekly janitorial services for offices; periodic cleaning and maintenance for offices.
- B. Maintain approach walks free of mud, water, and snow.

3.04 REMOVAL

- A. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

END OF SECTION

VEHICULAR ACCESS AND PARKING**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Access roads.
- B. Parking.
- C. Existing pavements and parking areas.
- D. Permanent pavements and parking facilities.
- E. Construction parking controls.
- F. Flag persons.
- G. Flares and lights.
- H. Haul routes.
- I. Traffic signs and signals.
- J. Maintenance.
- K. Removal, repair.
- L. Mud from site vehicles.

1.02 RELATED REQUIREMENTS

- A. Section 01 5713 - Temporary Erosion and Sediment Control.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Materials for Permanent Construction: As specified in product specification sections, including earthwork, paving base, and paving.

2.02 SIGNS, SIGNALS, AND DEVICES

- A. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As required by local jurisdictions.
- B. Traffic Control Signals: As approved by local jurisdictions.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- D. Flag Person Equipment: As required by local jurisdictions.

PART 3 EXECUTION**3.01 PREPARATION**

- A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.
- B. Contractor shall obtain all permits and comply with all state and local codes for onsite fuel storage.

3.02 ACCESS ROADS

- A. Use of existing on-site streets for construction traffic is not permitted.
- B. Tracked vehicles not allowed on paved areas.

- C. Construct new temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load bearing capacity to provide unimpeded traffic for construction purposes.
- D. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- E. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.
- F. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.
- G. Provide and maintain access to fire hydrants and control valves free of obstructions.

3.03 PARKING

- A. Use of designated areas of existing parking facilities by construction personnel is permitted.
- B. Use of new parking facilities by construction personnel is not permitted.
- C. Use of designated areas of new parking facilities by construction personnel is permitted.
- D. Arrange for temporary parking areas to accommodate use of construction personnel.
- E. When site space is not adequate, provide additional off-site parking.

3.04 Permanent pavements and parking facilities

- A. Prior to Substantial Completion the base for permanent roads and parking areas may be used for construction traffic.
- B. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

3.05 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.06 FLAG PERSONS

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.07 FLARES AND LIGHTS

- A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.08 HAUL ROUTES

- A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- B. Drawings indicate haul routes designated by authorities for use of construction traffic.
- C. Confine construction traffic to designated haul routes.
- D. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.09 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate automatic traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as work progresses, to maintain effective traffic control.

3.10 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
- B. Maintain existing and new permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.11 REMOVAL AND REPAIR

- A. Remove temporary roads when permanent paving is usable.
- B. Remove underground work and compacted materials to a depth of 2 feet; fill and grade site as specified.
- C. Repair existing and new permanent facilities damaged by use, to original condition.
- D. Remove equipment and devices when no longer required.
- E. Repair damage caused by installation.
- F. Remove post settings to a depth of 2 feet.

3.12 MUD FROM SITE VEHICLES

- A. Provide means of removing mud from vehicle wheels before entering streets.

END OF SECTION

TEMPORARY EROSION AND SEDIMENT CONTROL**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Revegetation of disturbed areas.
- E. Performance bond.
- F. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.02 RELATED REQUIREMENTS

- A. Section 31 1000 - Site Clearing.
- B. Section 31 2200 - Grading.
- C. Section 31 2316 - Excavation.
- D. Section 31 2323 - Fill.
- E. Section 31 3700 - Riprap.

1.03 REFERENCE STANDARDS

- A. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus; 2014.
- B. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 2017.
- C. ASTM D4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2011.
- D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a.
- E. ASTM D4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile; 2012.
- F. ASTM D4873 - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2002 (Reapproved 2009).
- G. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.
- H. FHWA FLP-94-005 - Best Management Practices for Erosion and Sediment Control; 1995.
- I. USDA TR-55 - Urban Hydrology for Small Watersheds; USDA Natural Resources Conservation Service; 2009.
- J. Texas Commission on Environmental Quality - Storm Water Pollution Prevention Plan (SWPPP) requirements.
- K. State, local, County and Municipal SWPPP requirements.

1.04 PERFORMANCE REQUIREMENTS

- A. Comply with all requirements for erosion and sedimentation control, as specified for the Texas Pollutant Discharge Elimination System (TPDES), Phases I and II, under requirements for the Construction General Permit (CGP); current edition.
- B. Comply with all more stringent requirements of the County and municipal.
- C. Comply with all requirements of the SWPPP for erosion and sedimentation control.
- D. Best Management Practices Standard: FHWA FLP-94-005.
- E. Runoff Calculation Standard for Urban Areas: USDA TR-55.
- F. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- G. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
 - 1. Contractor will obtain permits and pay for securities required by authority having jurisdiction.
 - 2. Owner will withhold payment to Contractor equivalent to all fines resulting from non-compliance with applicable regulations.
- H. If required by the Owner, provide a Performance Bond covering erosion and sedimentation preventive measures only, in an amount equal to 100 percent of the cost of erosion and sedimentation control work.
- I. Timing: Put preventive measures in place as soon as possible before disturbance of surface cover and before precipitation occurs.
- J. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 10 years.
- K. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- L. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site.
 - 2. Prevent tracking of mud and sediment onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.

- M. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- N. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
- O. Open Water: Prevent standing water that could become stagnant.
- P. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Mulch:
 - 1. Straw or hay.
 - 2. Wood waste, chips, or bark.
 - 3. Erosion control matting or netting.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Bales: Bound, rectangular straw bales.
- D. Bale Stakes:
 - 1. Steel U- or T-section.
 - 2. Wood.
 - 3. Minimum Length: 3 feet.
- E. Silt Fence Fabric: Polypropylene, polyethylene, or polyamide woven or nonwoven geotextile fabric resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
 - 1. Minimum Unit Weight: 4.5 oz/yd.
 - 2. Minimum Width: 36 inches.
 - 3. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D4751.
 - 4. Mullen Burst Strength: 190 lb/sq in.
 - 5. Permittivity: 0.05 sec^{-1} , minimum, when tested in accordance with ASTM D4491/D4491M.
 - 6. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355/D4355M after 500 hours exposure.

7. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
 8. Tear Strength: 55 pounds-force, minimum, when tested in accordance with ASTM D4533.
 9. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
 10. Woven Wire Backing: 2"x4" 12 gauge (min.), welded wire, galvanized.
- F. Silt Fence Posts:
1. Steel Y- or T-section, with minimum mass of 1.25 lb per linear foot.
 2. Minimum Length: 4 feet.
 3. Galvanized or painted surface.
 4. Brindle Hardness: Greater than 140.
- G. Riprap: See Section 31 3700.
- H. Filter Bags: Polypropylene, polyethylene or polyamide woven fabric.
1. Unit Weight: 4 oz/sq yd.
 2. Mullen Burst Strength: Greater than 300 psi.
 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D 4355 after 500 hours exposure.
 4. Filter Bag Fill: Washed pea gravel to coarse ground (0.31" to 0.75" diameter).
- I. Rock Berms
1. Rock: Clean, open graded, 3 to 5 inch diameter; high velocity areas should use 5 to 8 inch diameter.
 2. Woven wire; 20 gauge, maximum 1" opening, galvanized, secured with shoat rings.
- J. Stabilized Construction Entrance
1. Rock: 4" to 8", washed.
 2. Fabric: Geotextile specific for soil filtration; 6 oz/sq yd; Mullen burst rating of 140 lb/sq in, greater than #50 sieve opening size.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.03 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
1. Width: 12 feet, minimum, or full width of driveway, whichever is greater.
 2. Length: 50 feet, minimum.
 3. Provide at each construction entrance from public right-of-way.
 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences or rock riprap.
1. Provide linear sediment barriers as detailed on drawings with the following parameters:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.

- b. Along the top of the slope or top bank of drainage channels and swales that traverse disturbed areas.
 - c. Along the toe of cut slopes and fill slopes.
 - d. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas; space at maximum of 200 feet apart.
 - e. Across the entrances to culverts that receive runoff from disturbed areas.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
 - 1. Bagged gravel inlet protection: As detailed on drawings.
- E. Storm Drain Inlet: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
 - 1. Cover with polyethylene film, secured by placing soil on outer edges.
 - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 4 inches of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
 - 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
 - 1. Excavate minimum of 3 inches.
 - 2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
 - 3. Place and compact at least 6 inches of 1 1/2 to 3 1/2 inch diameter stone.
 - 4. Reference details on the drawings.
- B. Silt Fences:
 - 1. Install with top of fabric at nominal height and embedment indicated on drawings.
 - 2. Embed bottom of fabric in a trench on the upslope side of fence, with 6 inches of fabric laid flat on bottom of trench facing upslope; backfill trench and compact.
 - 3. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
 - 4. Fasten fabric to steel posts using wire, nylon cord, or integral pockets.
 - 5. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
 - 6. Reference details on the drawings.
- C. Straw Bale Rows:
 - 1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
 - 2. Install bales so that bindings are not in contact with the ground.
 - 3. Embed bales at least 4 inches in the ground.
 - 4. Anchor bales with at least two stakes per bale, driven at least 18 inches into the ground; drive first stake in each bale toward the previously placed bale to force bales together.

5. Fill gaps between ends of bales with loose straw wedged tightly.
 6. Place soil excavated for trench against bales on the upslope side of the row, compacted.
- D. Mulching Over Large Areas:
1. Dry Straw and Hay: Apply 2-1/2 tons per acre; anchor using dull disc harrow or emulsified asphalt applied using same spraying machine at 100 gallons of water per ton of mulch.
 2. Wood Waste: Apply 6 to 9 tons per acre.
 3. Erosion Control Matting: Comply with manufacturer's instructions.
- E. Mulching Over Small and Medium Areas:
1. Dry Straw and Hay: Apply 4 to 6 inches depth.
 2. Wood Waste: Apply 2 to 3 inches depth.
 3. Pine Needles: Apply 2 to 3 inches depth.
 4. Erosion Control Matting: Comply with manufacturer's instructions.
- F. Temporary Seeding:
1. When hydraulic seeder is used, seedbed preparation is not required.
 2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
 3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
 4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
 5. Incorporate fertilizer into soil before seeding.
 6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
 7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
 8. Repeat irrigation as required until grass is established.
- G. Rock Berms
1. Layout the woven wire mesh sheathing perpendicular to the direction of runoff.
 2. Rock berm will have a minimum top width of 2 feet with side slopes being 2:1 (h:v) or flatter.
 3. Place rock along the sheathing to a height not less than 18".
 4. Wrap the wire sheathing around the rock and secure with tie wire so that the ends of the sheathing overlap a minimum of 2 inches.
 5. Tie the ends of the berm into the existing upslope grade and bury the berm 3 to 4 inches into existing ground slope.
- H. Stabilized Construction Entrance
1. Remove vegetation and grade for positive drainage.
 2. Construct entrance a minimum 12 feet wide (or full width of road) by 50 feet long.
 3. If slope towards a paved street exceeds 2 percent, construct a ridge 6 to 8 inches high with 3:1 (h:v) side slopes across the foundation 15 feet from the entrance to divert runoff away from street.
 4. Place geotextile woven fabric in graded foundation.
 5. Place stone over geotextile woven fabric per the drawings.
 6. Grade to drain runoff to a sediment trap or basin.

7. Install drain pipe, as needed, to maintain street drainage in right-of-way.

3.05 MAINTENANCE

- A. Inspect preventive measures daily, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
 1. Promptly replace fabric that deteriorates.
 2. Remove silt deposits that exceed one-third of the height of the fence.
 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
 1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
 2. Remove silt deposits that exceed one-half of the height of the bales.
 3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Filter Bags:
 1. Promptly replace bags that have deteriorated or have been damaged.
 2. Remove silt deposits that exceed one-third the height of the bag.
 3. Repair or replace bags that are undercut by runoff or otherwise are damaged, whether by runoff or other causes.
- F. Stabilized Construction Entrance
 1. Promptly replace rock that has deteriorated or been damaged.
 2. Remove excess dirt and sediment accumulations as needed.
- G. Rock Berms
 1. Promptly repair or replace rock berms that have been undercut by runoff or otherwise damaged.
 2. Remove silt deposits that exceed one-third the height of the rock berm.
 3. Repair any loose wire sheathing.
- H. Clean out temporary sediment control structures weekly and relocate soil on site.
- I. Place sediment in appropriate locations on site; do not remove from site.

3.06 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Engineer.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

SPILL RESPONSE**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Guideline for Contractors for handling petroleum hydrocarbon spills and leaks on the project site.

1.02 RELATED SECTIONS -- NOT USED**1.03 REFERENCES**

- A. Texas Commission on Environmental Quality Regulations, TAC Ch. 327.
- B. Edwards Aquifer Authority, Ch. 713, Subchapter E.

1.04 SUBMITTALS

- A. Summary report of procedures and operational sequence for review and approval by Pape-Dawson Engineers (Engineer) as Owner's Representative.
- B. Manifest and disposal records.
- C. Testing and laboratory sampling results.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Contractor to pay for any and all testing, excavation, disposal, and consultants/contractors required for the execution of the work.

PART 3 EXECUTION**3.01 CONDITIONS**

- A. Texas Commission on Environmental Quality (TCEQ) and Edwards Aquifer Authority (EAA) regulations require reporting of fuel spills or leaks of 25 gallons or more to the land surface, or any quantity sufficient to create a sheen on surface water. For oils, the reporting requirements are a spill of 210-gallons to the land surface or a quantity sufficient to create a sheen on surface water.
- B. Spills of quantities to the land in excess of 1-gallon, or spills that affect more than 10-square feet of ground surface, although not large enough to require reporting to TCEQ, must be reported by the Contractor to the Engineer and appropriate emergency response actions should be implemented.
- C. Cleanup of any spills related to the project shall be completed to non-detect conditions, unless the constituent is naturally occurring in which case TCEQ State specific background concentrations may be used as cleanup goals, as determined by the Engineer.

3.02 SPILL RESPONSE ACTIONS

- A. Appropriate response actions may vary, depending on the volume spilled or leaked and the location of the spill.
 - 1. In all cases, attempts to minimize the volume lost and the size of the area affected should be made.
 - 2. Spills/leaks on asphalt, concrete or other impervious surface, may be cleaned using absorbent materials, i.e., oil absorbent pads or socks, or granular material.
 - 3. Spills/leaks to soil or bedrock will likely require excavation.

- B. Contractor to take immediate action to contain the spill. Implement emergency response measures to stop and contain leak/spill. Appropriate emergency response measures include, but are not limited to, placement of absorbent materials on top of and downstream of leak/spill or construction of berm downstream of leak/spill to prevent further spread of material.
- C. Contact Fire Department or other appropriate Emergency Management Agency as necessary to minimize loss of property or life.
- D. Notify Engineer within 24 hours of the leak/spill.
- E. Notify TCEQ and EAA if the project is within the Edwards Aquifer Recharge Zone or 5 miles upgrade within 24 hours if quantity of material leaked/spilled meets Section 3.01, A. above.
- F. Follow protocol as shown on attached flow chart that describes some possible scenarios.

3.03 CLEANUP

- A. Impacted material should be segregated from material not impacted by the leak/spill. Impacted materials may include loose material, absorbent material, or excavated material.
- B. Excavated and segregated materials should be stored on plastic and covered with plastic, or stored within a drum, roll-off box, or other covered container, pending characterization and disposal at an approved disposal facility.
- C. The volume of material segregated and disposed should be recorded, and copies of disposal manifests should be provided to the Engineer.
- D. After excavation of impacted soil, the Engineer will evaluate the area excavated and determine if sampling of remaining subgrade will be necessary.
- E. The determination will be made on a site-specific basis and will be a function of volume spilled/leaked, size of area affected, soil type, type of product spilled/leaked, location of spill/leak, etc.
- F. If sampling and analysis indicate constituents of concern are detected in the soil or rock subgrade, then additional excavation will be necessary. The Contractor shall continue to excavate at the direction of the Engineer until further sample and analysis results indicate that constituents of concern are no longer detected.
- G. After Engineers approval, the excavated area may be backfilled.
- H. The Contractor may hire their own environmental consultant/contractor to perform sampling, analysis, and cleanup oversight. In this case the Contractor's consultant must coordinate all their activities with the Engineer prior to each step, phase, or course of action.
- I. The Engineer may collect additional confirmation samples if warranted, and will provide approval that corrective actions are complete before the excavation is backfilled.
- J. Contractor must notify Engineer 48-hours in advance of sample collection and disposal. Contractor must provide Engineer or designated construction observer with opportunity to observe Contractor's implementation of approved cleanup method and to collect and split samples, is so desired by Engineer.

END OF SECTION

TEMPORARY PROJECT SIGNAGE**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Project identification sign.
- B. Project informational signs.

1.02 RELATED REQUIREMENTS -- NOT USED**1.03 REFERENCE STANDARDS -- NOT USED****1.04 QUALITY ASSURANCE**

- A. Design sign and structure to withstand 30 miles/hr wind velocity.
- B. Sign Painter: Experienced as a professional sign painter.
- C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

1.05 SUBMITTALS

- A. Shop Drawing: Show content, layout, lettering, and color to the Owner for approval prior to installation .

PART 2 PRODUCTS**2.01 SIGN MATERIALS**

- A. Structure and Framing: New, wood, structurally adequate.
- B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch thick, standard large sizes to minimize joints.
- C. Rough Hardware: Galvanized, aluminum, or brass.
- D. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
- E. Lettering: Exterior quality paint, colors as selected.

2.02 PROJECT IDENTIFICATION SIGN

- A. One painted sign of construction, design, and content indicated on drawings, location designated.
- B. Content:
 - 1. Project title and name of Owner as indicated on Contract Documents.
 - 2. Names and titles of authorities.
 - 3. Name of Prime Contractor and major Subcontractors.
- C. Graphic Design, Colors, Style of Lettering: Designated by Owner.

2.03 PROJECT INFORMATIONAL SIGNS

- A. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100 foot distance.
- B. Provide at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Install project identification sign within 20 days after date fixed by Notice to Proceed.

- B. Erect at designated location.
- C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- D. Install sign surface plumb and level, with butt joints. Anchor securely.
- E. Paint exposed surfaces of sign, supports, and framing.
- F. No other signs or advertising will be permitted on the site without specific authorization.
- G. Maintain sign in good condition for the duration of the job.

3.02 MAINTENANCE

- A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION

EXECUTION AND CLOSEOUT REQUIREMENTS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls.
- B. Section 01 5100 - Temporary Utilities.
- C. Section 01 5713 - Temporary Erosion and Sedimentation Control.
- D. Section 01 7800 - Closeout Submittals.
- E. Section 02 4100.10 - Site Demolition.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.

4. Visual qualities of sight exposed elements.
 5. Work of Owner or separate Contractor.
 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
- B. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to the Owner. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- C. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- D. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 1. Minimize amount of bare soil exposed at one time.
 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 2. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.
- H. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
 1. Pest Control Service: Weekly treatments.
- I. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- J. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS**2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer and Owner four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- H. Utilize recognized engineering survey practices.
- I. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- J. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- K. Periodically verify layouts by same means.
- L. Maintain a complete and accurate log of control and survey work as it progresses.
- M. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction in locations indicated on drawings.
 - 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.

2. Remove items indicated on drawings.
 3. Relocate items indicated on drawings.
 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services: Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Coordinate with Owner for limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Engineer.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- I. Do not begin new construction in alterations areas before demolition is complete.
- J. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.

- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Prohibit traffic from landscaped areas.
- E. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.

- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean debris from drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Engineer and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- F. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements.
- G. Accompany Project Coordinator on Contractor's preliminary final inspection.
- H. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- I. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION

FIELD ENGINEERING**PART 1 - GENERAL****1.01 DESCRIPTION**

- A. The Contractor shall, at his expense, perform the following:
 - 1. Engage a licensed Surveyor, approved by the Owner, and acceptable to the Engineer, to locate all surveyor marks, including bench marks in order that the exact lines of the property, building and grades may be determined.
 - 2. Lay out entire Project prior to start of construction.
 - 3. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction. Replace project control points which may be lost or destroyed.
 - 4. Establish a minimum of two permanent bench marks on the site, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.
 - 5. Establish all construction lines and levels by instrumentation and similar appropriate means.
- B. Any discrepancies arising in locating the work in respect to property and building line shall be reported immediately to the Owner and the Engineer.

END OF SECTION

CLOSEOUT SUBMITTALS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Individual Product Sections: Specific requirements for operation and maintenance data.
- B. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.

- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.

- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Engineer, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrange content by systems or process flow under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system or process flow and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photocopies of warranties and bonds.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- O. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Engineer, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include photocopies of each in operation and maintenance manuals, indexed separately on Table of Contents.
- F. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- G. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- H. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- I. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and services and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Review submittals to verify compliance with Contract Documents. Submit to Engineer for review and transmittal to Owner.

1.02 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during progress of construction submit within 10 days after acceptance.
- B. Otherwise make submittals within ten days after Date of Substantial Completion, prior to final request for payment.
- C. For items of work, where acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as the start of the warranty period.

END OF SECTION

WARRANTY BOND

Contractor <i>(full formal name of Contractor):</i> Name: _____ Address <i>(principal place of business):</i> _____	Surety <i>(full formal name of Surety):</i> Name: _____ Address <i>(principal place of business):</i> _____
Owner <i>(full formal name of Owner):</i> Name: SouthStar at Mayfair Developer, LLC on behalf of Comal County Water Improvement District No. 3 Master District Address <i>(principal place of business):</i> 2055 Central Plaza, Suite 110, Box 195 New Braunfels, TX 78130	Construction Contract Description <i>(name and location):</i> _____ Contract Price: \$ _____ Effective Date of Contract: _____ Contract's Date of Substantial Completion: _____
Bond Bond Amount: \$ _____ Date of Bond: _____ Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until [insert number of years, typically either two or three] years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

SUBSURFACE INVESTIGATION**PART 1 - GENERAL****1.01 SUMMARY**

- A. A Geotechnical Report (available for review in the office of the Engineer) was obtained for use in preparing the design.
- B. The Geotechnical Report is not a conclusive indication of the soil conditions other than where the borings were taken.
- C. The accuracy of the Geotechnical Report is not guaranteed in any respect by the Owner, and the Owner accepts no responsibility for interpretation of conclusions drawn therefrom.
- D. The information contained in the Geotechnical Report is made available in order that the Contractor may have ready access to the same information available to the Owner as of this date.
- E. Contractor is invited and encouraged to make his own interpretation and evaluation of the information and by starting work shall be assumed to have fully accepted responsibility for the subsurface conditions that may hereafter be encountered in performing the excavation work.
- F. Contractor is to examine the project site and the record of investigation and make, to whatever extent they deem appropriate, his own investigation of existing subsurface conditions to determine the nature, kind and character of materials to be encountered.
- G. Extra payment will not be authorized for work which should have been anticipated or could have been anticipated upon careful examination of the site, or upon soil investigation, or upon consideration of factors generally recognized as being inherent in excavation work of the nature indicated by the Contract Documents.
- H. The Contractor shall advise Engineer of discovery of any unknown or undetermined items.
- I. The Contractor shall make their own investigation into the location and size of existing site utilities whether represented on the drawings or not.

END OF SECTION

SITE DEMOLITION**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Selective demolition of existing site elements.
- B. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Section 01 5713 - Temporary Erosion and Sediment Control.
- B. Section 01 7419 - Construction Waste Management and Disposal.
- C. Section 02 6500 - Underground Storage Tank Removal.
- D. Section 31 1000 - Site Clearing.
- E. Section 31 1000.10 - Tree Protection.
- F. Section 31 2200 - Grading.
- G. Section 31 2316 - Excavation.
- H. Section 31 2323 - Fill.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2004.

1.04 SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.

PART 2 PRODUCTS -- NOT USED**PART 3 EXECUTION****3.01 SCOPE**

- A. Install temporary erosion and sedimentation control measures.
- B. Remove paving, curbs, and sidewalks as required to accomplish new work.
- C. Break up paving as indicated on drawings to permit positive drainage. Remove all broken pavement and dispose of properly.
- D. Within area of new construction, completely remove foundation walls and footings to a minimum of 4 feet below finished grade.
- E. Remove concrete slabs on grade as indicated on drawings.
- F. Remove underground tanks as indicated on drawings.
- G. Remove manholes and manhole covers, curb inlets and catch basins as indicated on drawings.
- H. Remove fences, gates, signs, poles, lighting and irrigation as indicated on drawings.

- I. Coordinate with the Landscape Architect and Owner prior to removing landscaping and trees. Landscaping and trees that remain should be fenced and protected from removal. Trees to remain will be protected in accordance with local standards for tree protection.
- J. All obstructions which may not be indicated in the Contract Documents to be removed, but that do interfere with the completion of the work as indicated by this Contract, are also made a part of this Section and their removal shall be included in this Contract.
- K. Any item not specifically designated for removal shall not be removed without Engineer's direction.
- L. When excavations, open pits, and holes are created as a result of site work activities, compacted specified fill is required to backfill to rough grade elevations.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain and pay for required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permit.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until existing elements to be salvaged or relocated have been removed.
- D. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
- E. Do not begin removal until all site utility services have been terminated, disconnected and capped.
- F. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- G. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- H. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

- I. If hazardous materials or narcotics are discovered during removal operations, stop work and notify Engineer and Owner; hazardous materials include regulated asbestos containing materials, lead, lead-based paint, PCB's, and mercury.
- J. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Comply with requirements of Section 01 7419 - Waste Management.
 - 2. Dismantle existing construction and separate materials.
 - 3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- K. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.
- L. Underground Storage Tanks and Associated Piping and Dispensers: Remove and dispose of as specified in Section 02 6500.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits prior to terminating service.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without prior written approval from Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without prior approval from Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Unless otherwise indicated on the drawings remove unused underground piping within project limits.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.
- I. Pipes, culverts, utilities, or conduits shown on the plans to be abandoned in place shall be backfilled with inert fill material and capped.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SITE CLEARING**PART 1 GENERAL****1.01 Section Includes**

- A. Clearing and grubbing.
- B. Selective removal and trimming.
- C. Debris removal.

1.02 Related Requirements

- A. Section 01 5713 - Temporary Erosion and Sediment Control.
- B. Section 02 4100.10 - Site Demolition.
- C. Section 31 1000.10 - Tree Protection.
- D. Section 31 2200 - Grading.
- E. Section 31 2323 - Fill.

1.03 REFERENCE STANDARDS -- NOT USED**1.04 SUBMITTALS -- NOT USED**

- A. Clearing Firm Qualification Statement: Documentation of specialized experience.

1.05 Quality Assurance

- A. Clearing Firm Qualifications: Company specializing in performing work of type specified and with at least five years of documented experience.
- B. State and local laws and code requirements shall govern the hauling and disposal of trees, shrubs, stumps, roots, rubbish, debris and other matter.
- C. Contractor shall not clear site until a permit is obtained from the authorized regulatory agency.
- D. Air pollution caused by dust and dirt shall be controlled and comply with governing regulations.

PART 2 PRODUCTS**PART 3 EXECUTION****3.01 Examination**

- A. Remove from site and satisfactorily dispose of all trees, shrubs, stumps, roots, brush, masonry, rubbish, scrap, debris, pavement, curbs, fences and miscellaneous other structures required to permit construction of new work.
- B. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

3.02 Preparation

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain and pay for required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Protect existing structures and other elements that are to remain.

3.03 Clearing and Grubbing

- A. Scope: Remove trees, shrubs, brush, and stumps in areas to be covered by building structure, paving, landscape areas, and planting beds.
- B. Clear site after relocating vegetation in accordance with ANSI A300 Part 6.
- C. Do not remove or damage vegetation beyond limits indicated on drawings.
- D. Install substantial, highly visible chain link or orange mesh fences at least 4 feet high to prevent inadvertent damage to vegetation at the removal limits. Reference tree protection detail in drawings.
- E. In areas where vegetation must be removed but no construction will occur, remove vegetation with minimum disturbance of the subsoil.
- F. Vegetation Removed: Do not burn, bury, landfill, or leave on site, unless indicated on drawings.
 - 1. Chip, grind, crush, or shred vegetation for mulching, composting, or other purposes; preference should be given to on-site uses.
 - 2. Trees: Sell if marketable; if not, treat as specified for other vegetation removed.
 - 3. Existing Stumps: Treat as specified for other vegetation removed; completely remove stumps and roots to depth of 6 inches below subgrade.
 - 4. Fill holes left by removal of stumps and roots, using suitable fill material, with top surface neat in appearance and smooth enough not to constitute a hazard to pedestrians.
- G. Dead Wood: Remove all dead trees (standing or down), limbs, and dry brush on entire site; treat as specified for vegetation removed.
- H. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to Owner. Contractor shall warrant damaged vegetation for 18 months.

3.04 Selective Removal and Trimming

- A. Selective Removal: Individual tree and shrub identified for removal as indicated on drawings according to 29 CFR 1910.266.
- B. Selective Trimming: Individual limbs and branches cut back according to ANSI A300 Part 1 identified for removal as indicated on drawings. Follow recommendations of ANSI Z133 and best local practices for species involved.

3.05 Removed Vegetation Processing

- A. Do not burn, bury, landfill, or leave on-site, except as indicated on drawings.
- B. Trees: Sell if marketable.

3.06 Debris Removal

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and windblown debris from public and private lands.

END OF SECTION

TREE PROTECTION**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Protection of Existing Trees.

1.02 RELATED REQUIREMENTS

- A. Section 02 4100.10 - Site Demolition.
- B. Section 31 1000 - Site Clearing.
- C. Section 31 2200 - Grading.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Tree Protection Fence: By the linear foot. Includes chain link or plastic mesh fence, posts, tie wire, and installation.

1.04 REFERENCE STANDARDS

- A. ANSI A300-2008 Pruning.
- B. Local Municipal Code.

1.05 SUBMITTALS -- NOT USED**1.06 QUALITY ASSURANCE**

- A. Employ certified arborist or landscape architect to supervise or perform tree protection work as required.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Tree Protection Fence: 4 feet high galvanized chain link.
 - 1. Posts: 1-1/2 inch at 6 feet on center, 2 feet deep.
 - 2. Tension Wire: Not less than 12 gauge at top and 6 inches above existing grade.
- B. Tree Protection Fence: 4 feet high heavy gauge orange plastic mesh with 2" openings.
 - 1. Posts: "T" posts at 6 feet on center, 2 feet deep.

PART 3 EXECUTION**3.01 TREE PROTECTION FENCE**

- A. Install at Root Protection Zone of all existing trees to be protected as shown on drawing.
- B. Root Protection Zone shall be located 1 foot radius from trunk for every 1 inch diameter of trunk at 4 feet from ground. The diameter of a multi-trunk tree is calculated as the sum of the largest trunk plus half of the sum of additional trunks at 4.5 feet from ground.
- C. Fence may be located a minimum of half of the root protection radius if approved by the regulatory authority, Engineer, or Owner.
- D. Fence Location Detail: See detail as shown on drawings.

3.02 TREE PROTECTION REQUIREMENTS

- A. Install tree protection fence prior to any clearing, excavation, or grading and maintain in good repair for the duration of all construction work unless otherwise directed.
- B. No construction operations are allowed within the Root Protection Zone.

- C. Root Protection Zone shall be sustained in a natural state and shall be free from vehicular or mechanical traffic; no fill, equipment, liquids, or construction debris shall be placed inside the protective barrier.
- D. Root Protection Zone shall be covered with 6" of mulch to reduce moisture stress.
- E. The proposed finished grade and elevation of land within the Root Protection Zone of any trees to be preserved shall not be raised or lowered more than 3 inches. Welling and retaining methods are allowed outside the Root Protection Zone.
- F. Root Protection Zone shall remain pervious, i.e. ground cover or turf at completion of landscape design.
- G. No roots may be cut closer than 6 feet from the base of any tree. Roots cut within the Root Protection Zone will only be allowed on one side of the tree. Any roots that need to be cut within the Root Protection Zone will be cut using a saw-type trencher, and all cut roots will be painted.
- H. All trees impacted by construction shall be fertilized with an organic tree fertilizer prior to construction and again at the end of construction. The area within the protective fencing shall be mulched with about 6 inches of mulch. Water barrels shall be placed within the Root Protection Zone to irrigate these trees if necessary.
- I. No trash or warming fires shall be placed within 50 feet of any tree.
- J. No pedestrian traffic shall occur within dripline of any tree.

3.03 DAMAGE TO PROTECTED TREES

- A. Trim trees and shrubs when doing so will prevent removal or damage. Trimmed or damaged trees shall be treated or repaired under supervision of a certified arborist or landscape architect.
- B. Any damage done to existing tree crowns or root systems shall be repaired immediately under supervision of a certified arborist. All wounds to oaks shall be painted with pruning paint within 20 minutes after damage. Roots exposed during construction operations will be cut cleanly. Cut surfaces shall be painted and topsoil and mulch placed over exposed root area immediately.
- C. Branch Pruning Detail: See detail as shown on drawings.
- D. Contractor shall compensate owner for damage to existing trees designated to remain in the amount of \$200 per caliper inch measured 4 feet from ground. This amount will be deducted from final payment.

END OF SECTION

EXCAVATION**PART 1 GENERAL****1.01 Section Includes**

- A. Excavating for site grading, paving, structures.
- B. Trenching for utilities from 5 feet outside the building to utility main connections.
- C. Excavation.

1.02 Related Requirements

- A. Section 01 5713 - Temporary Erosion and Sediment Control.
- B. Section 31 2200 - Grading.
- C. Section 31 2323 - Fill.
- D. Section 31 2316.13 - Trenching.
- E. Section 31 2316.14 - Trench Excavation Protection.
- F. Project Geotechnical Report.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Excavating Soil Materials:
 - 1. Measurement method: By the cubic yard measured before removal.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 Examination**

- A. Verify survey bench mark elevations are as indicated on drawings.
- B. Verify that existing topography is as shown in the plans. Coordinate with the engineer for any discrepancies prior to start of excavation.

3.02 Preparation

- A. Identify required lines, levels, contours, and datum locations.
- B. Excavate and backfill, in advance of construction, test pits to determine conditions or location of existing utilities.
- C. Locate and identify known utilities to remain and protect from damage.
- D. Notify utility company to remove and relocate utilities.
- E. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, curbs, and existing utilities from excavating equipment and vehicular traffic. Repair damage at no additional charge to Owner, including utility company charges.
- F. Protect plants, lawns, rock outcroppings, and other features to remain.
- G. Grade top perimeter of excavation to prevent surface water from draining into excavation. Provide temporary means and methods, as required, to maintain surface water diversion until no longer needed, or as directed by Engineer.

3.03 Excavation

- A. General Excavation:
 - 1. Excavate to indicated contours, elevations, and grades.

- B. Excavate to accommodate construction operations and to lines and grades indicated on the drawings.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- D. Excavate to provide adequate work space and clearance for concrete forms. Do not undercut excavation face for extended footings.
- E. Steep slope and trench excavations shall conform with OSHA standards for shoring and safety protection.
- F. Do not interfere with 45-degree bearing splay of foundations.
- G. Cut utility trenches wide enough to allow inspection of installed utilities. Reference Sections 31 2316.13 and .
- H. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume.
- I. Provide temporary means and methods, as required, to remove all water from excavations until directed by Engineer. Remove and replace soils deemed suitable by classification and which are excessively moist due to lack of dewatering or surface water control.
- J. Stockpile excavated material to be re-used in area designated on site.
- K. Remove excess excavated material from site. Transport and place in accordance with all applicable regulations. Do not dispose of excess material in any stream or watercourse. Do not dump excess material on public property. Do not dispose of excess material on private property unless authorized by Owner.
- L. Structure and Roadway Excavations:
 - 1. Subgrade shall be firm, dense, and compacted to 95 percent maximum density at a moisture content between optimum and optimum plus or minus 4 percent unless otherwise indicated in the Project Geotechnical Report.
 - 2. Bottom of excavations for footings and slabs shall be level, clean, dry, and clear of loose material.
 - 3. Remove unsuitable material and replace with suitable material as required or directed by Testing Laboratory.
 - 4. Refill over-excavated areas with properly compacted select backfill material.
 - 5. Extend excavation 5 feet minimum on each side of structure or footing unless otherwise indicated on drawings.
 - 6. Proof roll exposed design subgrade using a 25 ton pneumatic tire roller, maintaining a minimum tire pressure of 75 psi. Proof rolling operation shall be inspected by Testing Laboratory. Any soft or unconsolidated zones or areas detected by proof rolling operations shall be undercut as directed by the Engineer or the Testing Laboratory. Undercut subgrade shall be scarified to a minimum depth of six inches and compacted to a minimum of 95 percent maximum density at a moisture content between optimum and optimum plus 4 percent unless otherwise indicated in the Project Geotechnical Report. After the undercut subgrade has been scarified and compacted, the undercut shall be backfilled with select backfill to the design subgrade elevation. The final subgrade shall be reviewed by the Engineer or the Testing Laboratory.
 - 7. The surface of the subgrade for street excavations shall be finished to the lines and grades as established, and be in conformity with the typical sections shown on the plans. Any deviation in excess of one-half inch in cross section, and in a length of sixteen feet,

measured longitudinally, shall be corrected by loosening, adding, or removing material, reshaping and compacting by sprinkling and rolling.

3.04 Field Quality Control

- A. Provide access for visual inspection of loadbearing excavated surfaces by Engineer before proceeding with work.

3.05 Protection

- A. Divert surface water away from excavations.
- B. Maintain stability of banks and loose soils; prevent from falling into excavations.
- C. Maintain excavations in satisfactory, undisturbed condition.
- D. Protect bottom of excavations and exposed soil against physical disturbance, rain, and freeze.
- E. Keep excavations free of standing water and completely free of water during concrete placement.
- F. Protect footing excavations; construct concrete footings same day excavation is made wherever possible.

END OF SECTION

TRENCHING**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Trench excavation.
- B. Backfill and compaction.
- C. Excavating, backfilling and compacting for utilities outside of any structure to utility main connections or storm drainage outfalls.

1.02 RELATED REQUIREMENTS

- A. Project Geotechnical Report.
- B. Section 03 3000.10 - Controlled Low Strength Backfill.
- C. Section 31 2200 - Grading.
- D. Section 31 2316 - Excavation.
- E. Section 31 2323 - Fill.
- F. Section 31 2316.14 - Trench Excavation Protection.
- G. Section 33 4600 - Subdrainage.

1.03 Price and Payment Procedures

- A. Unit Prices:
 - 1. See Section 01 2200 - Unit Prices for additional requirements.
 - 2. Basis of Measurement for Trenching: By linear foot.
- B. Excavating Soil Materials:
 - 1. Measurement method: By the cubic yard.
 - 2. Includes: Excavating to required elevations, loading and placing materials in stockpile or removing from site.
 - 3. Does Not Include Over-Excavation: Payment will not be made for over-excavated work nor for replacement materials.
- C. General Fill:
 - 1. Measurement Method: By the cubic yard.
 - 2. Includes: Excavating existing soil, stockpiling, scarifying substrate surface, placing where required, compacting, and dewatering.
- D. Structural Fill:
 - 1. Measurement Method: By the cubic yard.
 - 2. Includes: Excavating existing soil, stockpiling, scarifying substrate surface, placing where required, and compacting.
- E. Granular Fill:
 - 1. Measurement Method: By the cubic yard.
 - 2. Includes: Excavating existing material, stockpiling, scarifying substrate surface, placing where required, compacting, and dewatering.
- F. Aggregates:
 - 1. Measurement Method: By the cubic yard.
 - 2. Includes: Excavating existing material, stockpiling, scarifying substrate surface, placing where required, compacting, and dewatering.

1.04 DEFINITIONS

- A. Finish Grade Elevations: Top of paving or proposed contours indicated on drawings.
- B. Subgrade Elevations: Bottom of paving section indicated on drawings.

1.05 REFERENCE STANDARDS

- A. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; 2010.
- B. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2014.
- C. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2012.
- D. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.
- E. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2012.
- F. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2008.
- G. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2011.
- H. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
- I. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2010.
- J. TxDOT TEX-113-E - Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials; 2010.
- K. TxDOT TEX-114-E - Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material; 2005.
- L. NFPA 24 - Installation of Private Fire Service Mains and their appurtenances.

1.06 Submittals

- A. Samples: sample of each type of fill; submit each material sample in three 5-gallon air-tight containers to testing laboratory.
- B. Source Quality Control Submittals: Submit name of imported materials source.
 - 1. Results of gradation tests on proposed and actual materials used.
- C. Materials Sources: Submit name of imported materials source.
- D. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used.
- E. Compaction Density Test Reports.

1.07 Delivery, Storage, and Handling

- A. See Section 01 7419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Deliver fill to project site in advance of need.

- C. When fill materials need on-site storage, locate stockpiles where indicated on drawings.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.
 - 4. Provide positive drainage away from stockpiled material.
 - 5. Install erosion control measures around stockpiles as needed.

PART 2 PRODUCTS**2.01 Fill Materials**

- A. General Fill: Comprised of sand and gravel; free of shale, clay, friable materials, and debris.
- B. General Fill: Subsoil excavated on-site or imported borrow.
 - 1. For imported borrow, gradation less than 15 percent passing No. 200 sieve as determined by ASTM D 1140.
 - 2. For imported borrow, plasticity index less than 20 percent as determined by ASTM D 4318.
 - 3. No organic matter or debris.
 - 4. For subsoil excavated onsite, reference Geotechnical Engineering Report.
- C. Structural Fill:
 - 1. Reference Geotechnical Engineering Report.
 - 2. If a Geotechnical Engineering Report is not available then comply with TxDOT Item 247 Type A Grade 2 Base.
 - 3. Graded in accordance with the following limits unless otherwise indicated:
 - a. 1-3/4 inch sieve: 90-100 percent passing.
 - b. No. 4 sieve: 25-55 percent passing.
 - c. No. 40 sieve: 15-40 percent passing.
 - 4. Mixture shall be crushed stone and contain no clay lumps or organic matter.
 - 5. Fraction passing No. 40 sieve shall have a liquid limit less than 40 and a plasticity index less than 12 as determined by ASTM D 4318.
- D. Concrete for Fill: As specified in Section 03 3000.10 - Controlled Low Strength Backfill.
- E. Granular Fill : Crushed limestone or pea gravel ; free of shale, clay, friable material and debris.
 - 1. Graded in accordance with ASTM C136/C136M, within the following limits:
 - a. 1/2 inch sieve: 95 percent passing.
 - b. No. 4 sieve: 5 percent passing.
- F. Select Initial Backfill or Bedding Material: Clean, well graded crushed stone or gravels, crushed screenings or sand.
 - 1. Modified Grade 5:
 - a. 1/2 inch sieve: 100 percent passing.
 - b. 3/8 inch sieve: 100 to 95 percent passing.
 - c. No. 4 sieve: 80 to 20 percent passing.
 - d. No. 10 sieve: less than 25 percent passing.
 - e. No. 20 sieve: less than 2 percent passing.
 - 2. Plasticity index 12 or less as determined by TxDOT Test Method TEX-106-E.

2.02 Accessories

- A. Geotextile Fabric: Non-biodegradable.

2.03 Source Quality Control

- A. Test fill materials in accordance with specified standard before delivery to site.
- B. Nonconforming Materials: Change and retest.
- C. Provide materials of each type from same source or as directed by Engineer.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that survey bench marks and intended elevations for the work are as indicated.
- B. Identify required lines, levels, contours, and datum locations.

3.02 Preparation

- A. Locate and identify existing utilities to remain as indicated on drawings and protect from damage.
- B. Notify utility company to remove and relocate utilities as indicated on plans.
- C. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- D. Protect other features to remain.
- E. Grade top perimeter of trenching area to prevent surface water from draining into trench. Provide temporary means and methods, as required, to maintain surface water diversion until no longer needed, or as directed by the Engineer.

3.03 TRENCHING

- A. Grade top perimeter of excavation to prevent surface water collection.
- B. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume.
- C. General: Cut trenches neat and clean.
 - 1. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- D. Utility Preparation: Rake trench bottom to uniform grade.
 - 1. Remove unsuitable subgrade and backfill.
 - 2. Compact subgrade to density equal to or greater than subsequent fill material requirements.
- E. Maintain trenches and prevent loose soil or rocks from entering.
- F. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- G. Banks of excavations may be cut back on slopes to angle of repose or less until shored. Slope shall not extend lower than 12 inches above top of pipe.
- H. Do not interfere with 45 degree bearing splay of foundations.
- I. Cut trenches wide enough to allow proper installation, jointing, embedment, and inspection of utilities. See drawing details for minimum trench width.
- J. Hand trim excavations. Remove loose matter.

- K. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.
- L. Remove lumped subsoil, boulders, and rock up to 1/3 cubic yard measured by volume. See Section 31 2316.26 for removal of larger material.
- M. Excavate pipe trenches six inches (6") below the underside of the pipe to provide for the installation of a granular fill pipe foundation material except where otherwise required.
- N. Where in earth, trench bottoms for pipe six inches (6") or smaller, may be graded to provide uniform and continuous support (between bell holes or end joints) of the installed pipe.
- O. Remove excavated material that is unsuitable for re-use from site.
- P. Stockpile excavated material to be re-used in area designated on site. Stockpile material a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins.
- Q. Remove excess excavated material from site.
- R. Provide temporary means and methods, as required, to remove all water from trenching until directed by the Engineer. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.
- S. Determine the prevailing groundwater level prior to trenching. If the proposed trench extends less than 1 foot into the prevailing groundwater, control groundwater intrusion with perimeter drains routed to sump pumps, or as directed by the Engineer.

3.04 PREPARATION FOR UTILITY PLACEMENT

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with properly compacted structural fill.
- B. Backfill over-depths in trench excavation with properly compacted structural fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Provide adequate clearance at bell holes for tools and methods used in installing pipe. No part of any bell or coupling shall be in contact with the trench bottom, trench walls, or granular embedment when the pipe is jointed.
- E. Where existing piping constructed by others cross the new pipeline trench excavation, the existing piping or ductbank shall be adequately supported and protected from damage due to construction. All methods for supporting and maintaining these facilities shall be subject to review by the Engineer or the Testing Laboratory. Backfill between utility crossings shall meet the requirements of standard backfill compact. See Section 03 3000.10 for low strength flowable fill option.
- F. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation. Prevent surface water from flowing into trenches. Any water accumulating in trenches shall be removed by pumping or other approved methods.
- G. If this project is within the Edwards Aquifer Recharge Zone, follow all requirements and recommendations of approved Water Pollution Abatement Plan (WPAP) and Sewer Collection System (SCS), including, plans, reports, and TCEQ approval letters. If, during construction, any recharge features are found, all activities near the feature must be suspended immediately and the Engineer must be notified. No activities near the feature may proceed until TCEQ has approved a plan to address the feature. If any sanitary sewer lines cross geologic fault lines,

as indicated in the SCS plans and report, contact the Engineer 48 hours prior to excavating in the vicinity of the fault. The Engineer's geologist is required to assess such faults during excavation.

3.05 BACKFILLING

- A. See Section 31 2323 for general backfill requirements.
- B. Backfill is divided into three (3) separate zones:
 - 1. Bedding: The material in trench bottom in direct contact with the bottom of the pipe.
 - 2. Initial backfill: The backfill zone extending from the surface of the bedding to a point one foot (1') above the top of the pipe.
 - 3. Secondary backfill: The backfill zone extending from the initial backfill surface to the top of the trench. Placement of materials for each of the zones is described herein.
- C. Bedding
 - 1. When unacceptable materials such as water, silt, muck, trash or debris, or rock boulder or coarse gravel (particle size greater than 1 ¾ inch) exist at the bearing level or for pipes with a nominal inner diameter greater than six inches (6"), use a bedding of granular embedment material.
 - 2. Unstable materials shall be removed at the direction of the Engineer and replaced to a minimum depth of four inches (4") or one-eighth (1/8) of the outside diameter of the pipe, whichever is greater, with granular embedment material. Extend this material up to the sides of the pipe sufficiently to embed the lower quadrant of the pipe. If stability is not accomplished by using the above procedure, the Engineer may require additional granular embedment.
 - 3. Spread and grade granular embedment to provide a uniform and continuous bedding zone beneath the pipe at all points between bell holes or pipe joints. It will be permissible to slightly disturb the finished subgrade surface to withdraw pipe slings or other lifting tackle. After each pipe has been graded, aligned, and shoved home, deposit and compact sufficient pipe embedment material under and around each side of the pipe and back of the bell or end thereof to hold the pipe in proper position and alignment during subsequent pipe jointing and embedment operations. Deposit and compact embedment material uniformly and simultaneously on each side of the pipe to prevent lateral displacement.
 - 4. Compact each layer of embedment material by at least two complete coverages of all portions of the surface of each lift using adequate compaction equipment. One coverage is defined as the conditions reached when all portions of the lift fill have been subjected to the direct contact of the compacting surface of the compactor.
 - 5. The method of compaction and the equipment used shall be appropriate for the material to be compacted and shall not transmit damaging shocks to the pipe.
- D. Initial Backfill: Initial backfill is defined as backfill having a thickness in its compacted state from the surface of the bedding to a point one foot (1') above the top of the pipe. Initial backfill shall be constructed in accordance with details shown on the plans and these specifications.
 - 1. Select Initial Backfill: Where pipe is to be laid in a rock cut or where rock in boulder ledge or coarse gravel (particle size larger than 1¾ inch) formations exist in the initial backfill zone, or where trench walls or conditions are unstable or where the pipe to be laid is flexible pipe, use granular embedment for initial backfill.

2. For conduits less than twenty-four inches (24") in diameter select initial backfill material shall be placed in two (2) lifts. The first lift shall be spread uniformly and simultaneously on each side and under the shoulders of the pipe to the mid-point or spring line of the pipe. The first lift of select initial backfill shall be inspected and approved prior to placement of the second lift. The second lift of select initial backfill material shall extend from the spring line of the pipe to a depth sufficient to produce a compacted depth of material a minimum of one foot (1') above the top of the pipe. The second lift shall be evenly spread in a similar manner as the first lift.
 3. For conduits twenty-four (24") in diameter and larger, select initial backfill material shall be evenly and simultaneously spread alongside, under the shoulders or haunches of the pipe and over the pipe in six-inch (6") lifts to a point sufficient to produce a compacted depth of material a minimum of one foot (1') above the top of the pipe.
 4. Natural Initial Backfill: Where the pipe to be laid is rigid pipe and where stable materials and laying conditions exist at the pipe bearing level and initial backfill zone and existing excavated materials are acceptable to the Engineer, such excavated natural materials may be utilized as initial backfill material.
 5. For dedicated water lines used for fire protection and trenched in rock, tamped initial backfill and bedding material shall be used for at least 6 inches under and around the pipe and for at least 2 feet above the pipe.
- E. Secondary Backfill: Secondary backfill is defined as backfill from one foot (1') above the top of the pipe of the trench. Secondary backfill shall be constructed in accordance with details shown on the plans and these specifications.
1. Secondary backfill shall generally consist of materials removed from the trench and shall be free of trash brush and other debris. No rock or stones having any dimension larger than one half of the trench width, or four inches (4"), whichever is less, shall be used in the secondary backfilling zone. In special cases where excessive width and/or depth of the trench permit, and only with approval of the Engineer, larger rocks up to six inches (6") in diameter may be incorporated into the backfill provided that the surrounding compactable soil may be properly and adequately compacted.
- F. General Fill: Place and compact materials in equal continuous layers not exceeding 8 inches compacted depth.
- G. Slope grade away from building minimum 2 inches in 10 feet, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- H. Restore the surface of the backfilled trench, if not disturbed by surrounding construction, to match previous existing conditions.
- I. Compaction Density unless otherwise indicated in the project Geotechnical Report:
1. Compaction to meet the requirements of TxDOT TEX-114-E.
 2. Lift Thickness: 8 inches.
 3. Moisture Content: Between optimum and optimum +4 percent.
 4. Testing laboratory will perform density tests at completion of each lift.
 5. If the tests indicate unsatisfactory compaction, the Contractor shall provide the additional compaction necessary to obtain the specified degree of compaction. All additional compaction work shall be performed by the Contractor at no additional cost to the Owner until the specified compaction is obtained. This work shall include complete removal of unacceptable (as determined by the Testing Laboratory) fill areas and replacement and recompaction until acceptable fill is provided.

3.06 BEDDING AND FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.

3.07 Tolerances

- A. Maximum Variation from Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.08 Cleaning

- A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.
- B. Stockpile excavated material re-used in area designated on-site; see Section 31 2200.
- C. Remove excavated material unsuitable for re-use from site.
- D. Remove excess excavated material from site.
- E. Leave unused materials in a neat, compact stockpile.
- F. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- G. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

TRENCH EXCAVATION PROTECTION

PART I - GENERAL

1.01 SECTION INCLUDES:

- A. Trench Excavation Protection required for the construction of all trench excavation protection systems to be utilized in the project and including all additional excavation and backfill necessitated by the protection and backfill necessitated by the protection system.

1.02 MEASUREMENT AND PAYMENT

- A. Trench Excavation Protection is to be included in the cost of installation of trenched underground utilities.

1.03 RELATED SECTIONS

- A. Trench Excavation Protection shall be accomplished as required by the provisions of Part 1926, Subpart P - Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration Standards and Interpretations.
- B. A copy of the Document is available for review at the office of the Engineer. It shall be construed that this document is included in this Project Manual and shall apply to every Section as if written in full therein.

PART 2 - PRODUCTS -- NOT USED

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. Trench Excavation Protection shall be accomplished as required by the provisions of, Part 1926, Subpart P - Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration Standards and Interpretations.

END OF SECTION

ROCK REMOVAL**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Removal of rock during excavation.

1.02 RELATED REQUIREMENTS

- A. Section 01 5713 - Temporary Erosion and Sediment Control.
- B. Section 02 5100 - Geologic Feature Remediation.
- C. Section 31 2316 - Excavation.
- D. Section 31 2316.13 - Trenching.
- E. Section 31 2316.14 - Trench Excavation Protection.
- F. Section 31 2323 - Fill.
- G. Project Geotechnical Report.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Rock Removal: By the cubic yard measured before removal. Includes preparation of rock for removal, mechanical disintegration of rock, removal from position, loading and removing from site. For over excavation, payment will not be made for over excavated work nor for replacement materials.
- B. Trench Rock Removal: By the cubic yard measured before removal. Includes preparation of rock for removal, mechanical disintegration of rock, removal from position, loading and removing from site. For over excavation, payment will not be made for over excavated work nor for replacement materials.

1.04 DEFINITIONS

- A. Rock: Solid mineral material of a size that cannot be removed with a 3/4 cubic yard capacity loader bucket.

1.05 REFERENCE STANDARDS -- NOT USED**PART 2 PRODUCTS -- NOT USED****PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify site conditions and note subsurface irregularities affecting work of this section.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.

3.03 USE OF EXPLOSIVES -- NOT USED**3.04 ROCK REMOVAL**

- A. Excavate and remove rock by mechanical methods only; use of explosives is prohibited.
- B. Form level bearing at bottom of excavations.
- C. Remove shaled layers to provide sound and unshattered base for footings or site structures.
- D. Correct unauthorized rock removal to directions of Engineer.
- E. Vertical rock faces assumed to be competent rock as indicated on drawings shall be excavated by milling machine or rock saw. "Hoe ramming" or "ripping" will not be allowed. Unstable

vertical rock faces caused by improper rock excavation methods shall be stabilized using structural retaining materials acceptable to Owner and Engineer at no additional charge to Owner.

- F. Coordinate with Owner and Engineer for stockpiling of boulders larger than 3 feet for landscape features.
- G. If onsite excavated material is to be used as onsite fill, refer to Geotechnical Report and Section 31 2323 - Fill for requirements.
- H. Control noise and dust from on-site rock crushing and screening operations. Comply with all applicable regulations.
- I. Onsite rock crushing facilities are subject to all Local, State, and Federal codes and permits. The contractor shall obtain all necessary permits for rock crushing facilities at no additional expense to the owner.
- J. If excavation encounters a geologic feature, reference Section 02 5100.

END OF SECTION

FILL**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Filling, backfilling, and compacting for building volume below grade, footings, slabs-on-grade, paving, and utilities within the building.
- B. Filling holes, pits, and excavations.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading.
- B. Section 31 2316 - Excavation.
- C. Section 31 2316.13 - Trenching.
- D. Section 32 9119 - Landscape Grading.
- E. Project Geotechnical Report.

1.03 PRICE AND PAYMENT PROCEDURES

- A. General Fill:
 - 1. Measurement Method: By the cubic yard.
 - 2. Includes: Excavating existing soil, stockpiling, scarifying substrate surface, placing where required, compacting, and dewatering.
- B. Structural Fill:
 - 1. Measurement Method: By the cubic yard.
 - 2. Includes: Excavating existing soil, stockpiling, scarifying substrate surface, placing where required, compacting, and dewatering.
- C. Granular Fill:
 - 1. Measurement Method: By the cubic yard.
 - 2. Includes: Excavating existing material, stockpiling, scarifying substrate surface, placing where required, compacting, and dewatering.
- D. Aggregates:
 - 1. Measurement Method: By the cubic yard.
 - 2. Includes: Excavating existing material, stockpiling, scarifying substrate surface, placing where required, compacting, and dewatering.

1.04 DEFINITIONS

- A. Finish Grade Elevations: Indicated on drawings.
- B. Subgrade Elevations: Indicated on drawings.

1.05 REFERENCE STANDARDS

- A. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; 2010.
- B. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2014.
- C. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2012.
- D. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.

- E. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2012.
- F. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2008.
- G. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2011.
- H. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
- I. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2010.
- J. TxDOT TEX-113-E, Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials, using 5.5 lb rammer and 12-inch drop.

1.06 SUBMITTALS

- A. Samples: sample of each type of fill; submit each material sample in three 5-gallon air-tight containers to testing laboratory.
- B. Materials Sources: Submit name of imported materials source.
- C. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used, including manufactured fill.
- D. Compaction Density Test Reports.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where designated.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS**2.01 FILL MATERIALS**

- A. General Fill: Subsoil excavated onsite, imported borrow.
 - 1. For imported borrow, gradation less than 15 percent passing No. 200 sieve as determined by ASTM D 1140.
 - 2. For imported borrow, plasticity index less than 20 percent as determined by ASTM D 4318.
 - 3. No vegetative matter or debris.
 - 4. No rocks larger than half of the lift thickness.
- B. Structural Fill:
 - 1. Refer to Geotechnical Engineering Report.
 - 2. If a Geotechnical Engineering Report is not available then comply with TxDOT Item 247 Type A Grade 2 Base.
 - 3. Graded in accordance with the following limits unless otherwise indicated:
 - a. 1-3/4 inch sieve: 90-100 percent passing.
 - b. No. 4 sieve: 25-55 percent passing.
 - c. No. 40 sieve: 15-40 percent passing.

4. Mixture shall be crushed stone and contain no clay lumps or organic matter.
5. Fraction passing No. 40 sieve shall have a liquid limit less than 40 and a plasticity index less than 12 as determined by ASTM D 4318.
- C. Granular Fill : Crushed limestone or pea gravel ; free of shale, clay, friable material and debris.
 1. Graded in accordance with ASTM C136/C136M, within the following limits:
 - a. 1/2 inch sieve: 95 percent passing.
 - b. No. 4 sieve: 5 percent passing.
- D. Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, and organic matter.
 1. Graded in accordance with ASTM C136/C136M; within the following limits:
 - a. No. 4 sieve: 100 percent passing.
 - b. No. 200 sieve: 0 to 10 percent passing.
- E. Drain Gravel: Washed gravel.
 1. Material shall have an LA abrasion number of 35 or less.
 2. Graded within the following limits:
 - a. 2 inch sieve: 100 percent passing.
 - b. 1-1/2 inch sieve: 90-100 percent passing.
 - c. 1 inch sieve: 25-55 percent passing.
 - d. 1/2 inch sieve: 0-10 percent passing.
 - e. 1/4 inch sieve: 0-5 percent passing.
- F. Topsoil: See Section 32 9119.

2.02 SOURCE QUALITY CONTROL

- A. Where fill materials are specified by reference to a specific standard, test and analyze samples for compliance before delivery to site.
- B. If tests indicate materials do not meet specified requirements, change material and retest.
- C. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench marks and intended elevations for the Work are as indicated.
- B. Verify that existing topography is as shown in the plans. Coordinate with the engineer for any discrepancies prior to start of excavation.
- C. Identify required lines, levels, contours, and datum locations.
- D. See Section 31 2200 for additional requirements.
- E. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.
- F. Verify structural ability of unsupported walls to support imposed loads by the fill.
- G. Verify areas to be filled are not compromised with surface or ground water.

3.02 PREPARATION

- A. Scarify and proof roll subgrade surface to a depth of 6 inches to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.

- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.
- E. Record locations of underground utilities.
- F. If required, remove concrete formwork.
- G. Remove trash and debris.

3.03 FILLING

- A. Fill to contours and elevations indicated using suitable materials.
- B. All select backfill, backfill and fill required for structures and trenches and required to provide the finished grades shown and as described herein shall be furnished, placed and compacted by the Contractor.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Slope grade away from building minimum 2 percent, unless noted otherwise. Make gradual grade changes. Blend slope to transition at grade changes.
- G. Correct areas that are over-excavated.
- H. All material shall be placed in horizontal loose lifts not exceeding eight inches (8") in thickness and shall be mixed and spread in a manner assuring uniform lift thickness after placing. Each lift shall be compacted by not less than two complete coverages of the specified compactor. Select backfill shall be placed to the underside of all concrete slabs or paved areas. The fill material shall extend a minimum of five feet (5') outside the face of each structure and be twelve inches (12") below finished grade. The maximum slope of select backfill to the subgrade shall be one vertical to one and one half horizontal.
- I. Backfill around and outside of structures and over select backfill shall be deposited in layers not to exceed eight inches (8") in uncompacted thickness and mechanically compacted, using platform type tampers. Compaction of structural backfill, by rolling will be permitted provided the desired compaction is obtained and damage to the structure is prevented. Compaction of select backfill and/or backfill by inundation with water will not be permitted. All materials shall be deposited as specified herein and as shown on the drawings.
- J. Unless otherwise indicated in the Geotechnical Report, all material shall be placed at a moisture content that falls in the range of laboratory optimum moisture content and laboratory optimum +4%. It shall be compacted to a density of 95 percent (95%) of the maximum laboratory dry density for that material as determined by TxDOT TEX-113-E. The Contractor shall provide equipment capable of adding measured amounts of water to the material to bring it to a condition within the range of the required moisture content. The Contractor shall provide equipment capable of discing, aerating, and mixing the soil to insure reasonable uniformity of moisture content throughout the material and to reduce the moisture content of the material by air drying if necessary. If the subgrade material must be moisture conditioned before compaction, the material shall be sufficiently mixed or worked on the subgrade to insure a uniform moisture content throughout the lift of material to be

compacted. Materials at moisture content in excess of the specified limit shall be dried by aeration or stockpiled for drying.

- K. No material shall be placed when free water is standing on the surface of the area where the material is to be placed. No compaction of material will be permitted with free water on any portion of the material to be compacted. No material shall be placed or compacted in a frozen condition or on top of frozen material. Any material containing organic materials or other unacceptable material previously described shall be removed and replaced with acceptable material prior to compaction.
- L. Each lift of compacted material shall be compacted by the designated number of coverages of all portions of the surface of each lift by a smooth drum vibratory roller for granular material having a static weight not less than 5,500 pounds, a sheepsfoot roller for cohesive material exerting a pressure of 250 psi on the surface of the feet, or equivalent equipment, prior to commencement of the work. One coverage is defined as the condition obtained when all portions of the surface of the backfill material have been subjected to the direct contact of the compactor. The compactor shall be operated at a forward speed not exceeding 40 feet per minute.
- M. Compaction shall be performed with equipment suitable for the type of material being placed. The contractor shall select equipment which is capable of providing the minimum density required by these Specifications. The gross weight of compacting equipment shall not exceed 7,000 pounds within a distance of ten feet (10') from the wall of any existing structure or completed structure under this contract. Equipment shall be provided that is capable of compacting in restricted areas next to structures and around piping. The effectiveness of the equipment selected by the Contractor shall be tested at the commencement of compacted material work by construction of a small section of material within the area where material is to be placed. If tests on this section of backfill show that the specified compaction is not obtained, the Contractor shall increase the amount of coverages, decrease the lift thicknesses or obtain a different type of compactor.
- N. Particular care shall be taken to compact structure backfill which will be beneath pipes, roads, or other surface construction or structures. In addition, wherever a trench passes through structure backfill, the structure backfill shall be placed and compacted to an elevation twelve inches (12") above the top of the pipe before the trench is excavated. Compacted areas, in each case, shall be adequate to support the item to be constructed or placed thereon.
- O. The compaction requirements specified are predicated on the use of normal materials and compaction equipment. In order to establish criteria for the placement of a controlled fill so that it will have compressibility and strength characteristics compatible with the proposed structural loadings, a series of laboratory compaction and/or compressive strength tests will be performed on the samples of materials submitted by the Contractor. From the results of the laboratory tests, the final values of the required percent compaction, the allowable compaction moisture content range, and the maximum permissible lift thickness will be established for the fill material and construction equipment proposed.
- P. Compaction Density, unless otherwise specified or indicated:
 - 1. Standard: TxDOT TEX-113-E.
 - 2. Required Density: 95 percent of the maximum dry density.
 - 3. Lift Thickness: 8 inches.
 - 4. Moisture Content: Between optimum and optimum +4 percent.
 - 5. Testing laboratory will perform density tests at completion of each lift.

6. If the tests indicate unsatisfactory compaction, the Contractor shall provide the additional compaction necessary to obtain the specified degree of compaction. All additional compaction work shall be performed by the Contractor at no additional cost to the Owner until the specified compaction is obtained. This work shall include complete removal of unacceptable (as determined by the Testing Laboratory) fill areas and replacement and recompaction until acceptable fill is provided.
 7. Pit Run Sand Placement: Pit run sand shall be placed and compacted to the limits shown on the drawings.
 8. Drainage Gravel: Drain gravel shall be compacted in maximum 8-inch lifts with a minimum of two passes of a hand operated vibratory plate compactor weighing between 150 and 500 pounds.
- Q. Reshape and re-compact fills subjected to vehicular traffic.
- R. Maintain temporary means and methods, as required, to remove all water while fill is being placed as required, or until directed by the Engineer. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.

3.04 FILL AT SPECIFIC LOCATIONS**3.05 TOLERANCES**

- A. Top Surface of General Filling: Plus or minus 1 inch from required elevations.

3.06 FIELD QUALITY CONTROL

- A. Refer to the Geotechnical Engineer for general requirements for field inspections and testing.

3.07 CLEANING

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Leave unused materials in a neat, compact stockpile.
- C. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- D. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

RIPRAP**PART 1 GENERAL****1.01 Section Includes**

- A. Riprap rock.
- B. Cement sacks.

1.02 Related Requirements

- A. Section 31 2323 - Fill.

1.03 Price and Payment Procedures

- A. Riprap: By the square yard of riprap area; summing the areas of individual layers, of riprap sacks. Includes supply and placing riprap mix in sacks, moist cured.

1.04 Quality Assurance

- A. Perform Work in accordance with Texas Department of Transportation.
- B. Maintain one copy of each document on site.

PART 2 PRODUCTS**2.01 GENERAL RIPRAP**

- A. Riprap: Provide in accordance with State of Texas Highways standards standards.
- B. Riprap: Limestone type; broken stone or irregular shaped rock; solid and nonfriable; 4 inch minimum size, 12 inch maximum size, or as indicated on drawings.
- C. Aggregate: Granular fill, see Section 31 2323.
- D. Bags: Woven jute or geotextile fabric.
- E. Binder: Portland cement.
- F. Geotextile: Non-biodegradable, woven.

2.02 BAGGED RIPRAP

- A. Mix riprap, cement, sand and aggregate dry. Limit quantity of cement to 10 percent of dry mixed materials by volume.
- B. Fill bags with dry ingredients to 70 percent capacity and close by sewing or stapling to a straight seam.

PART 3 EXECUTION**3.01 Examination**

- A. Verify survey benchmarks and intended elevations for work are as indicated on plans.
- B. Identify required lines, levels, contours, and datum locations.
- C. Verify riprap areas are uncompromised with surface or groundwater.
- D. Do not place riprap over frozen, wet or soft subgrade surfaces.

3.02 Preparation

- A. Grade riprap areas to indicated elevations, allowing for riprap thickness. Remove organic materials and compact.

3.03 Placement

- A. Place geotextile over substrate, lap edges and ends.

- B. Place riprap at culvert pipe ends, embankment slopes, or as indicated on drawings.
- C. Place bags into position. Knead, ram, or pack filled bags to fit with the contour of adjacent material and other bags previously placed.
- D. Place bags in a staggered pattern. Remove foreign matter from bag surfaces.
- E. After placement, spray with water to moisten the bagged mix. Maintain moist for 24 hours.
- F. Installed Thickness: As indicated on drawings.
- G. Place rock into position in an interlocking manner to preclude disturbance or displacement of substrate.
- H. Place rock at location and depth indicated on drawings.

3.04 Bedding or Substrate Contact Installation**3.05 Geotextile or Bedding Contact Installation****3.06 SCHEDULES**

- A. Culvert Pipe Ends: Bagged, placed one layer thick, 6 inch average thickness, concealed with topsoil fill.
- B. Sloped Grade At Retaining Wall: Individual riprap units, 6 inch thickness; placed prior to finish topsoil.

END OF SECTION

IN PLACE HOT REUSED ASPHALT PAVING**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Heating, scarifying, milling, remixing, placing, and compacting existing asphaltic concrete.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Pavement Surface Scarifying, Mixing, and Recycling: By the square yard. Includes surface cleaning, pre-heating, heating and scarifying, milling, mixing, and relaying, compacting and rolling; protection to adjacent surfaces.
- B. Recycling Agent: By the gallon. Includes proportioning and mixing.
- C. Seal Coat: By the square yard. Includes preparing surfaces and applying.

1.03 REFERENCE STANDARDS

- A. AI MS-19 - A Basic Asphalt Emulsion Manual; Fourth Edition.

1.04 SUBMITTALS

- A. Product Data: Provide data on asphalt rejuvenating agent and seal coat.
- B. Mix Design: Submit mix design proposed.
- C. Equipment: Submit a list of equipment intended for use on the Work.
- D. Procedures: Submit a schedule of intended removal, remixing, and rolling procedures.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with Texas Department of Transportation standards.
- B. Maintain one copy of each document on site.
- C. Recycler Qualifications: Company specializing in performing the work of this section.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable State or Municipal codes for spillage on municipal streets and positioning flag persons near public areas.

1.07 FIELD CONDITIONS

- A. Do not perform work when weather conditions will not permit successful completion of the Work.
- B. Do not initiate work if ambient air temperature is below 60 degrees F.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Recycled Material: Existing in-place asphaltic concrete.
- B. Virgin Mix Materials: Provide in accordance with Texas Department of Transportation standards.
- C. Asphalt Rejuvenating Agent: Per manufacturer's specifications.
- D. Seal Coat: AI MS-19 or as indicated on drawings.

2.02 EQUIPMENT

- A. Recycling Equipment: Type for the intended purpose as follows:
 - 1. Self-propelled, with automated mix controls.

2. Capable of processing 5,500 sq yd.
- B. Heated Asphalt Remixer: Type for the intended purpose as follows:
 1. Self-propelled, with a wheel base sufficient to maximize leveling action.
 2. Operational heater width of 10 feet minimum to 12 feet maximum; protective insulated hood over heated areas; heated, adjustable, direct flame heating not permitted.
 3. Vibratory screed with hydraulic side extensions; two rows of scarifying teeth functioning independently, spring mounted and located above road surface to enable deep penetration when required.
 4. Capable of processing 5,500 sq yd of surface per day.
- C. Milling Unit: Type for the intended purpose as follows:
 1. Self-propelled, with a wheel base sufficient to maximize leveling action.
 2. Capable of loosening pavement material to a 4 inch depth.
- D. Onboard Pug Mill: Type for the intended purpose as follows:
 1. Horizontal shaft, hydrostatically driven, heated mixer.
 2. Capable of adding and remixing recycled material, rejuvenating agent, and virgin mat.
 3. To produce uniform mixture at required temperature.
- E. Compactor: Pneumatic tired roller for initial compaction; steel wheeled rollers required for additional compaction and smoothness. An oscillating screed or tamper is not acceptable.

2.03 RECYCLED MIX

- A. Remove random samples of existing pavement material; record sample location and perform testing.
- B. Establish mix design from test sample materials.
- C. Identify asphalt content, aggregate gradation curve, penetration value, viscosity of residual asphalt, and density.
- D. Establish recycling agent demand ratios; determine maximum stability curve to support demand ratios.
- E. Maintain minimum moisture content of 3 percent or as indicated on drawings.

PART 3 EXECUTION**3.01 PREPARATION**

- A. Mechanically sweep pavement surfaces immediately prior to commencement of work. Clean pavement surfaces of loose foreign matter. Verify that surfaces are dry.
- B. Protect existing improvements, overhanging trees, and plant life from heat damage by individual shielding and water spray.
- C. Remove and store manhole covers and frames, catch basin covers and frames, and other items as necessary.

3.02 REMOVAL

- A. Do not disfigure adjacent Work.
- B. Heat pavement surface uniformly by continuous movement of a heated scarifier, miller, remixer, or recycler.
- C. Execute removal to a depth not less than 1/2 inch at any point across the full width of surface without detrimental aggregate degradation.

3.03 MIXING

- A. Mix removed material by spinning or tumbling action for asphalt rejuvenation.
- B. Blend recycled material, recycling agent and virgin material in pug mill or hopper in accordance with Texas Department of Transportation standards.
- C. Maintain temperature of remixed material, directly behind the screed, as follows:
 - 1. Air Temperature: 60 Degrees F; Mix Temperature: 250 Degrees F

3.04 PLACING

- A. Form a gutter cut 3/4 inch deep tapered to a feather edge for a minimum of 3 feet from lip of gutter; for subsequent surface overlay to be flush with the lip of the gutter.
- B. Discharge remixed material and added virgin material by a heated vibratory precompactor.
- C. Spread material in a windrow for profiling and precompaction.
- D. Compact by a heated vibratory screed to a uniform cross sectional thickness.
- E. Place mixed material to thicknesses indicated on the drawings.

3.05 ROLLING AND COMPACTING

- A. Roll and compact pavement materials to elevations existing before commencing the Work or elevations otherwise noted.
- B. Complete the compaction process within 5 minutes of removal.
- C. Compact pavement by rolling. Do not displace or extrude pavement from position.
- D. Develop rolling with consecutive passes to achieve even and smooth finish, without roller marks.
- E. Reinstall manhole covers and frames, catch basin covers and frames, and other items to their original condition.

3.06 SEAL COAT

- A. Apply seal coat to top surface of wearing course in accordance with Asphalt Institute MS-19.

3.07 PROTECTION

- A. Do not permit traffic over surface for 4 hours.

END OF SECTION

PREPARATION FOR RESURFACING CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of concrete pavement surfaces for new pavement.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Preparation for Resurfacing: By the square yard. Includes surface preparation, cleaning.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Scheduling: Perform cleaning or sandblast cleaning at a time directed by the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Blasting Medium: Sand.
- B. Cleaning Agent: Commercially available product suitable for the project..

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work.

3.02 PREPARATION

- A. Prepare and protect adjacent work from damage.

3.03 CLEANING

- A. Clean concrete surfaces of dirt or other contamination; sandblast or sweep; rinse surface and allow to dry.
- B. Flush out cracks and voids with cleaning agent to remove laitance and dirt. Chemically neutralize by rinsing with water.
- C. Sandblast or sweep clean the exposed concrete surfaces.
- D. High Pressure Steam Cleaning as required.

3.04 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field inspection as directed by Owner.
 - 1. Test concrete for content during the execution of the Work.

END OF SECTION

AGGREGATE BASE COURSE**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Aggregate base course.
- B. Paving aggregates.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading.
- B. Section 31 2323 - Fill.
- C. Section 31 2316.13 - Trenching: Compacted fill over utility trenches under base course.
- D. Section 33 0513 - Manholes and Structures: Manholes including frames.
- E. Section 32 1216 - Asphalt Paving: Finish and binder asphalt courses.
- F. Section 32 1250 - Site Pavement.
- G. Section 32 1423 - Asphalt Unit Paving.
- H. Project Geotechnical Report.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Coarse Aggregate: By the cubic yard. Includes supplying aggregate material, stockpiling, scarifying substrate surface, placing, and compacting.
- B. Fine Aggregate: By the cubic yard. Includes supplying aggregate material, stockpiling, scarifying substrate surface, placing where required, and compacting.

1.04 REFERENCE STANDARDS

- A. AASHTO M 147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses; 1965 (2004).
- B. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; 2010.
- C. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2014.
- D. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)); 2012.
- E. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method; 2007.
- F. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)); 2012.
- G. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2008.
- H. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2011.
- I. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth); 2005.
- J. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; 2010.

- K. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2010.
- L. TxDOT TEX-113-E - Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials.

1.05 SUBMITTALS

- A. Samples: 10 lb sample of each type of aggregate; submit in air-tight containers to testing laboratory.
- B. Materials Sources: Submit name of imported materials source.
- C. Aggregate Composition Test Reports: Results of laboratory tests on proposed and actual materials used.
- D. Compaction Density Test Reports.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. Aggregate Storage, General:
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Limestone, coarse, crushed rock meeting the requirements of 2004 TxDOT Item 247, Type A, Grade 1 or 2.

2.02 SOURCE QUALITY CONTROL

- A. Where aggregate materials are specified using ASTM D2487 classification, test and analyze samples for compliance before delivery to site.
- B. If tests indicate materials do not meet specified requirements, change material and retest.
- C. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that survey bench marks and intended elevations for the work are as indicated.
- B. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.02 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 INSTALLATION

- A. Spread aggregate over prepared substrate to a total compacted minimum thickness of 6 inches or as indicated on the drawings.
- B. Under Bituminous Concrete Paving:
 - 1. Place coarse aggregate to a total compacted minimum thickness of 6 inches or as indicated on the drawings.

2. Compact to 95 percent of maximum dry density as determined by ASTM D 1557 at a moisture content ranging from -2 to +3 percent of the optimum moisture content unless otherwise indicated on the geotechnical report.
- C. Under Portland Cement Concrete Paving:
 1. Place coarse aggregate to a total compacted minimum thickness of 6 inches or as indicated on the drawings.
 2. Compact to 95 percent of maximum dry density as determined by ASTM D 1557 at a moisture content ranging from -2 to +3 percent of the optimum moisture content unless otherwise indicated on the geotechnical report.
- D. Roller compact to specified density.
- E. Level and contour surfaces to elevations and gradients indicated.
- F. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- G. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- H. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.04 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Variation From Design Elevation: Within 1/4 inch.

3.05 FIELD QUALITY CONTROL

- A. Compaction density testing will be performed on compacted aggregate base course in accordance with ASTM D1556, ASTM D2167, or ASTM D6938.
- B. Results will be evaluated in relation to compaction curve determined by testing uncompacted material in accordance with AASHTO T 180, ASTM D698 ("standard Proctor"), or ASTM D1557 ("modified Proctor").
- C. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- D. Frequency of Tests: To be determined by the Owner's Construction Materials Testing Contractors.
- E. Proof roll compacted aggregate at surfaces that will be under slabs-on-grade, pavers, and paving.

3.06 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- B. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

ASPHALT PAVING**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Aggregate base course.
- B. Single course bituminous concrete paving.
- C. Double course bituminous concrete paving.
- D. Surface sealer.

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading: Preparation of site for paving and base.
- B. Section 31 2323 - Fill: Compacted subgrade for paving.
- C. Section 32 1123 - Aggregate Base Course:

1.03 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Texas Highways standard.
- B. Mixing Plant: Complying with State of Texas Highways standard.
- C. Obtain materials from same source throughout.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Aggregate for Base Course: In accordance with State of Texas Highways standards.

2.02 ASPHALT PAVING MIXES AND MIX DESIGN

- A. Asphalt Base Course: 3.0 to 6 percent of asphalt cement by weight in mixture in accordance with AI MS-2.

PART 3 EXECUTION**3.01 AGGREGATE BASE COURSE**

- A. Place and compact aggregate base course.

3.02 PLACING ASPHALT PAVEMENT - SINGLE COURSE

- A. Install Work in accordance with State of Texas Highways standards.
- B. Place asphalt within 24 hours of applying primer or tack coat.
- C. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- D. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

3.03 PLACING ASPHALT PAVEMENT - DOUBLE COURSE

- A. Place asphalt binder course within 24 hours of applying primer or tack coat.
- B. Place asphalt wearing course within two hours of placing and compacting binder course.
- C. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- D. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

3.04 SEAL COAT

- A. Apply seal coat to asphalt surface course and asphalt curbs in accordance with AI MS-19.

END OF SECTION

SITE PAVEMENT**PART 1 GENERAL****1.01 DESCRIPTION**

- A. Scope
 - 1. Contractor shall furnish all labor, materials, equipment and incidentals required to provide hot mix-hot laid bituminous paving, as shown and specified for roadways.
 - 2. The work includes the following:
 - a. Lime Stabilized Subbase
 - b. Flexible Base
 - c. Cement Stabilized Base
 - d. Asphalt Stabilized Base
 - e. Surface Treatments
 - f. Hot Mix Asphaltic Concrete
 - g. Portland Cement Concrete Pavement
 - h. Testing As Specified

1.02 RELATED REQUIREMENTS

- A. Section 31 2200 - Grading.
- B. Section 31 2316 - Excavation.
- C. Section 31 2323 – Fill.
- D. Section 32 1123 – Aggregate Base Course.

1.03 QUALITY ASSURANCE

- A. Testing Services
 - 1. General: Testing of materials and of compaction requirements for compliance with technical requirements of the Specifications shall be the duty of a testing laboratory as provided for by the specifications for this Project.
 - 2. Testing Services:
 - a. The testing laboratory shall:
 - 1) Test the Contractor's proposed materials in the laboratory and field for compliance with the Specifications.
 - 2) Perform field density tests to assure that the specified compaction of surface and base course materials has been obtained.
 - 3) Report all test results to the Engineer and the Contractor.
 - 4) Perform concrete testing in accordance with the Project specifications.
 - 3. Authority and Duties of Testing Laboratory:
 - a. Technicians representing the testing laboratory shall inspect the materials in the field and perform compaction tests, and shall report their findings to the Engineer and the Contractor. When the materials furnished or work performed by the Contractor fails to fulfill Specifications requirements, the technician will direct the attention of the Engineer and the Contractor to such failure.
 - b. The technician shall not act as foreman or perform other duties for the Contractor. Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the Engineer for final acceptance. Technicians are

not authorized to revoke, alter, relax, enlarge, or release any requirements of the Specifications, nor to approve or accept any portion of the Work.

4. Responsibilities and Duties of Contractor:
 - a. The use of testing services shall in no way relieve the Contractor of his responsibility to furnish materials and construction in full compliance with the Drawings and Specifications. To facilitate testing services, the Contractor shall:
 - 1) Secure and deliver to the Testing Laboratory, representative samples of the materials he proposes to use and which are required to be tested.
 - 2) Furnish such casual labor as is necessary to obtain and handle samples at the project or at other sources of material.
 - 3) Advise the testing laboratory and Engineer sufficiently in advance of operations (24 hrs. minimum) to allow for completion of quality tests and for the assignment of personnel.
- B. Referenced Standards
 1. Comply with the applicable provisions and recommendations of the following, unless otherwise shown or specified.
 - a. Texas Department of Transportation 2004, Standard Specification for Construction and Maintenance of Highways, Streets and Bridges.
 - b. Standard Specifications for Public Works Construction, City of San Antonio, Texas.
 - c. TxDOT TEX-113E - Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials; 2010.

1.04 SUBMITTALS

- A. Certificates: Submit certificates of compliance with these specifications for the following materials:
 1. Lime.
 2. Flexible Base.
 3. Asphalt Stabilized Base.
 4. Cement.
 5. Curing Seal Coat.
 6. Tack Coat.
 7. Hot Mix Asphaltic Concrete.
 8. Aggregates for Surface Treatments.
 9. Reinforcing Steel.
- B. Shop Drawings
 1. Submit the following:
 - a. Detailed reinforcing steel layout.
 - b. Detailed construction and control joint layout.
- C. Laboratory Test Reports
 1. Submit copies of laboratory test reports for optimum lime content for subgrade stabilization, and mix designs for Hot Mix Asphaltic Concrete and Portland Cement Concrete.
- D. All paving and base course materials shall be tested and approved prior to delivery to the site. Samples of materials proposed for use as pavement and base course should be submitted by the Contractor to the Testing Laboratory for testing. Samples of materials shall be submitted at least 14 days in advance of its use.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. The source of materials shall be acceptable to the Engineer. Materials shall conform to the following:
1. Flexible Base
 - a. Base material shall be crushed or uncrushed as necessary to meet the requirements hereinafter specified, and shall consist of durable stone or gravel, crushed and/or screened to the required particle size, with or without other approved fine sized materials. The material shall be from approved sources.
 - 1) Testing of flexible base material shall be in accordance with the following standard laboratory test procedures:
 - (a) Preparation of Soil
 - (b) Constants and Sieve Analysis: TxDOT TEX-110-E
 - (c) Liquid Limit: TxDOT TEX-104-E
 - (d) Plastic Limit: TxDOT TEX-105-E
 - (e) Plasticity Index: TxDOT TEX-106-E
 - (f) Linear Shrinkage: TxDOT TEX-107-E
 - (g) Sieve Analysis: TxDOT TEX-110-E
 - (h) Wet Ball Mill: TxDOT TEX-116-E
 - (i) Los Angeles Abrasion: ASTM C 131 (Grad. A)
 - 2) Samples for testing the material shall be taken prior to compaction operations.
 - 3) The material shall be well graded and when properly tested shall meet the following requirements of Texas Department of Transportation Specifications for Type A Grade 2 Flexible Base:
 - (a) Retained on 2½ inch sieve: 0%
 - (b) Retained on 1¾ inch sieve: 0-10%
 - (c) Retained on No. 4 sieve: 45-75%
 - (d) Retained on 40 mesh sieve: 60-85%
 - 4) The material passing the 40 mesh sieve shall be known as "Soil Binder" and shall meet the following requirements:
 - (a) The liquid limit shall not exceed 40.
 - (b) The plasticity index shall not exceed 12.
 - (c) The linear shrinkage shall not exceed 10.(Note: The linear shrinkage shall be calculated from the volumetric shrinkage at the liquid limit.)
 - 5) The crushed stone or crushed gravel shall have an abrasion of no more than 40 when subjected to the Los Angeles Abrasion Test.
 2. Asphalt Treated Base
 - a. This item shall consist of a compacted mixture of mineral aggregate and asphaltic material mixed hot in a mixing plant. The asphalt stabilized base shall be constructed on an approved subgrade, as herein specified and in accordance with details shown on the plans. Unless otherwise specified in this Section, all asphalt stabilized base materials shall conform to TxDOT, Item 292 "Asphalt Treatment (Plant Mixed)".
 - 1) Mineral Aggregate:

- (a) Description: The material shall be crushed or uncrushed and shall be screened as necessary to meet the requirements hereinafter specified and shall consist of durable aggregate particles. Unless otherwise specified on the plans, one or more mineral aggregates may be used to produce the specified mixture.
- (b) Grades: The grading of the mineral aggregate shall conform to the limitations as shown below:

GRADE 1:

<u>Sieve</u>	<u>Percent Retained</u>
1-1/2 inches	0%
1 inch	0-10%
3/8 inch	30-55%
No. 4	45-70%
No. 40	70-85%

- (c) Tests:
- (1) Unless otherwise specified on the plans, the mineral aggregate for Grade 1 shall meet the following physical requirements:
 Los Angeles Abrasion: 50 Max.*
 Plasticity Index: 10 Max.
 Liquid Limit: 40 Max.
 Decantation: 5% Max.
 Crushed Faces: 60% Max.
 Sand equivalent value shall not be less than 40.
 *Wet Ball Mill may be used in lieu of Los Angeles Abrasion when shown on the plans. A maximum Wet Ball Mill value of 50 is allowed.
 - (2) Testing of the mineral aggregates shall be as required and in accordance with the following Texas Department of Transportation Standard Test Methods:
 Preparation of Soil
 Constants and Sieve Analysis: TEX-110-E
 Liquid Limit: TEX-104-E
 Plastic Limit: TEX-105-E
 Plasticity Index: TEX-106-E
 Sieve Analysis: TEX-110-E
 Wet Ball Mill: TEX-116-E
 Los Angeles Abrasion: TEX-410-A
 Sand Equivalent: TEX-203-F
 Decantation: TEX-406-A
 Crushed Faces: TEX-460-A
 - (3) Samples for testing the material shall be taken prior to the mixing operations. Where more than one material is used, tests will be on the combined material unless otherwise shown on the plans.
- (d) Additives:

- (1) Additives to facilitate mixing and/or improve the quality of the asphaltic mixture shall be used when noted on the plans or may be used upon written authorization by the Engineer.
- (e) Material Sources:
 - (1) All materials shall be obtained from sources reviewed by the Engineer.
 - (2) The mineral aggregate sources shall be opened up in such manner as to immediately expose the vertical faces of all the various strata of acceptable material and, unless otherwise directed by the Engineer, the material shall be secured in successive vertical cuts extending through all the exposed strata in order that a uniformly mixed material will be secured.
 - (3) Unless otherwise shown on the plans, one or more types of mineral aggregate or binder may be used to produce the specified mixture.
 - (4) Recycled Materials, including reclaimed asphalt concrete pavement (RAP), are allowed when shown on plans and are to be in accordance with Item 292 of the Texas Department of Transportation Standard Specifications. Stockpile aggregates for each source and type separately. Do not add material to an approved stockpile unless approved by the Engineer.
- 2) Asphaltic Material:
 - (a) Asphaltic material shall be of the type determined by the Engineer and shall meet the requirements of Item No. 300, "Asphalt, Oils and Emulsions" of the Texas Department of Transportation Standard Specifications. The grade of asphalt shall be PG 70-22 unless otherwise designated on the plans. When RAP is allowed by plan note, use no more than 30% RAP in TxDOT Type A or B HMA, and use no more than 20% RAP for TxDOT Type C or D unless otherwise shown on the plans.
- 3) Asphaltic Stabilized Mixture:
 - (a) Paving Mixture:
 - (1) The mixture shall consist of a uniform mixture of mineral aggregate and asphaltic material. The mineral aggregate will conform to the gradation requirements specified. The asphaltic material shall form from 4.0 to 9.0 percent of the mixture by weight unless otherwise shown on the plans. The design percent asphalt shall be determined in accordance with Test Method TEX-126-E or Test Method TEX-204F and procedures outlined in the TxDOT Bulletin C-14. The required method of control along with any required strength, laboratory density shall be specified on the plans. The percent asphalt in the mix shall be determined by either Extraction, Test Method TEX-210-F, or Pressure Pycnometer, Test Method TEX-126-E.
 - (b) Tolerances:
 - (1) The Engineer will designate the asphalt content to be used in the mixture after design tests have been made with the aggregate to be used in the project. When tested as determined by the Engineer, samples of the mixture shall not vary from the asphalt content

designated by the Engineer by more than 0.5 percent dry weight (based on total mixture).

3. Water
 - a. Water shall be free from substances deleterious to the hardening of the treated base and shall be reviewed by the Engineer.
4. Cement for Stabilized Base
 - a. Cement shall be Type 1 Portland Cement of a standard brand and shall conform to the requirements of ASTM Designation C-150.
 - 1) One bag, containing one (1) cubic foot of cement shall be considered as weighing 94 pounds net. One (1) barrel of cement shall be considered as weighing 376 pounds net, and containing four (4) cubic feet.
 - 2) Contractors, as their option, may use bulk cement, provided the apparatus for handling and spreading the cement is reviewed by the Engineer. Bulk cement shall be weighed on platform scales or standard plant batch weighing equipment reviewed by the Engineer.
 - 3) Cement delivered in bags shall be plainly marked with the brand name of the manufacturer. All bags shall be in good condition at the time of delivery. Cement salvaged from discharge or used bags shall not be permitted.
5. Asphalt Oils and Emulsions
 - a. RC-250 Liquid Asphalt and SS-1/SS-1H Emulsion used as a seal shall meet the requirements set forth in Item 300 "Asphalts, Oils and Emulsions," of the Texas Department of Transportation Standard Specifications.
 - b. Where Emulsified Asphalts are used, the amount of emulsified asphalt as a percentage by volume of the total mixture shall be within the limits shown on the plans, or shall be of a percentage as directed by the Engineer.
 - 1) Prime Coat:
 - (a) Unless the type and grade are shown on the plans, utilize an MC-30 or AE-P asphalt cement in accordance with Item 300, "Asphalts, Oils and Emulsions" of the Standard Specifications of the Texas Department of Transportation for prime coat. Emulsified asphalts as a percentage by volume of the total mixture shall be used within the limits shown on the plans or as directed/approved by the Engineer.
 - 2) Tack Coat:
 - (a) The asphaltic material used for Tack Coat shall meet the requirements for "Asphalt Cement", "Cut-Back Asphalt", or "Emulsified Asphalt", in Item No. 300 "Asphalts, Oils and Emulsions," of the Texas Department of Transportation Standard Specifications. The asphaltic material used for Tack Coat shall be that type or grade shown on the plans, or shall be as directed, or approved by the Engineer.
 - 3) Asphaltic Materials for Surface Treatments:
 - (a) The asphaltic material used for surface treatments shall meet the requirements for "Asphaltic Cement" in Item No. 300 "Asphalts, Oils and Emulsions" of the Texas Department of Transportation Standard Specifications. The asphaltic material used shall be AC-10 or equal, or shall be as approved by the Engineer.
6. Aggregates for Surface Treatments

- a. Aggregates shall meet all the requirements of Item No. 302, "Aggregates for Surface Treatments" of the Texas Department of Transportation Standard Specifications and subsequent revisions thereto.
 - b. The percent of wear, as determined by Test Method TEX-410-A for the material shall not exceed 15 percent. The aggregate shall be Grade 3, in accordance with the following gradation requirements when tested by Test Method TEX-200.
 - 1) Retained on 3/4" sieve: 0%
 - 2) Retained on 5/8" sieve: 0-2%
 - 3) Retained on 1/2" sieve: 5-20%
 - 4) Retained on 3/8" sieve: --
 - 5) Retained on No. 4 sieve: 90-100%
 - 6) Retained on No. 10 sieve: 98-100%
7. Hot Mix Asphalt Concrete
- a. Materials used in Hot Mix Asphalt Concrete Pavement shall meet the requirements as set forth in Item 340, "Dense-Graded Hot Mix Asphalt (Method)" or Item 341, "Dense-Graded Hot Mix Asphalt (QC/QA)" of the Texas Department of Transportation Standard Specifications.
 - b. Paving Mixture used shall be Type D. This mixture shall conform to the requirements of Paragraph 4 of Item 340, "Dense-Graded Hot Mix Asphalt (Method)" of the Texas Department of Transportation Standard Specifications.
 - 1) Part (1) of Paragraph 4 shall be revised as follows, and no other requirements are waived or changed hereby.
 - (a) Density
 - (1) Minimum: 94%
 - (2) Maximum: 99%
 - (3) Optimum: 97%
8. Lime for Stabilized Subgrade
- a. Lime for this item shall conform to the requirements of TxDOT Item No. 260, "Lime-Treatment - Road Mixed" of the TxDOT Standard Specifications (Latest Edition). Acceptable forms of lime shall be:
 - 1) "Type A, Hydrated Lime"
 - 2) "Type B, Commercial Lime Slurry"
 - 3) "Type C, Quicklime"
 - b. The Contractor shall select, prior to construction, the grade to be used and shall notify the Engineer in writing before changing from one grade to another. Lime shall be placed in slurry form only, unless written permission is granted by the Engineer and a safety and containment plan is submitted to the Engineer by the Contractor seven days prior to use. In circumstances where it would be beneficial to utilize lime for "drying" subgrade materials to expedite construction, the Contractor may request approval from the Engineer to use pelletized lime.
 - c. Materials are to be provided in conformance with the following items and requirements:
 - 1) Lime: TxDOT DMS-6350 "Lime and Lime Slurry"
 - 2) Mix Design: The Engineer will determine the target lime content and optimum moisture content in accordance with TxDOT TEX-121-E.
 - 3) When treating existing materials, limit the amount of asphalt concrete pavement to no more than 50% of the mix.

9. Forms
 - a. Formwork shall conform to the provisions of TxDOT Item 360 "Concrete Pavement". Forms shall be constructed of wood or steel, profiled to suit condition.
10. Concrete Pavement
 - a. Concrete and concrete materials shall conform to the provisions of the TxDOT Standard Specifications Item 360, "Concrete Pavement", unless otherwise stated in this specification.
 - 1) Coarse aggregate will conform to the gradation requirements of Aggregate Grade No. 2.
 - 2) Fine aggregates will conform to the gradation requirements of Aggregate Grade No. 1.
 - 3) Portland Cement shall be Type I.
 - b. Air content shall be $4\% \pm 1\%$.
 - c. Slump shall range from 2 to 5 inches.
 - d. Provide concrete design per Geotechnical Report. If not specified, provide Class P concrete designed to meet a minimum average compressive strength of 4,000 psi at 28-days (75% strength at 7 days). Test in accordance with TxDOT TEX-448-A or TxDOT TEX-418-A.
 - e. For concrete curbs that are placed separately from the pavement, refer to specification Section 32 1313.10 (use Class A or P concrete for curbs that are placed separately from the pavement).
11. Steel Expansion Joint Dowels
 - a. Dowel bars shall be round smooth steel conforming to ASTM A 36, Grade 60. Coat dowels with an approved de-bonding material.
12. Reinforcing Steel
 - a. Reinforcing steel bars shall conform to TxDOT Item 440, "Reinforcing Steel", ASTM A 615 Grade 60, deformed bars. All reinforcing steel shall be new billet steel.

2.02 CUTTING AND REPLACING PAVEMENTS

- A. All materials used for cutting and replacing pavements shall conform to the requirements of this section.

PART 3 EXECUTION

3.01 GENERAL

- A. The drives and parking areas shall be constructed to the lines, and typical section shown on the drawings.

3.02 SUBGRADE PREPARATION

- A. Preparation of the subgrade including compaction shall be completed for the full width of the roadways and parking areas, or as shown on plans.
 1. The subgrade shall be compacted to at least 95 percent (95%) of maximum density between optimum moisture content and optimum moisture content +4% as determined by TxDOT TEX-114-E.
- B. No materials shall be placed on subgrades which are muddy or have water thereon.

3.03 CONSTRUCTION OF HOT MIX ASPHALTIC CONCRETE ROADWAYS, AND PARKING AREAS

- A. General

1. The roadways, and parking areas shall be constructed to the lines, grades, and typical section shown on the Drawings.
 2. Conform to all applicable requirements of the Texas Department of Transportation Standard Specifications.
- B. Flexible Base Course
1. Equipment:
 - a. All equipment necessary to properly perform and complete the work shall be on the project prior to beginning the work, shall be subject to the review of the Engineer, and shall be maintained in a satisfactory condition at all times.
 - 1) Motor graders shall be self-propelled, shall have tandem or four-wheel drive, shall have a blade length of not less than 12 feet, shall have a wheel base length (the distance between front and rear axles) of not less than 16 feet, and shall be tight and in good operating condition and reviewed by the Engineer.
 - 2) Compaction equipment shall be of sufficient weight and adequately loaded to accomplish the required compaction.
 - 3) Water distributors shall be equipped with positive and rapidly working cut-off valves, approved spray bars equipped with bituminous nozzles and a power pump that will insure distribution of water in a uniform and controllable rate of application. Spray bars shall be so constructed that the effective length may be quickly and easily altered.
 - 4) All equipment shall meet these specifications and be reviewed by the Engineer. Equipment may be eliminated or substituted only upon review of the Engineer.
 - 5) Nothing in this section shall relieve the Contractor of his responsibility for producing finished work of the quality specified.
 2. Construction Methods:
 - a. General:
 - 1) It is the intent of this specification to obtain a complete course, or courses, of Flexible Base of uniform moisture and density, with a closely-knit surface free from laminations, cracks, ridges, or loose material, and to the surface requirements hereinafter specified.
 - b. Placing of Flexible Base Material:
 - 1) The Flexible Base material shall be placed on the approved subgrade in courses not to exceed six inches (6") compacted depth. It shall be the responsibility of the Contractor that the required amount of material be delivered and uniformly spread and shaped. All material shall be moved from the place where it is dumped by cutting into windrows. After the material has been cut into windrows, it shall be sprinkled, spread, shaped, and rolled in proper sequence to prevent segregation, and as necessary for required compaction.
 - c. Compaction and Finishing:
 - 1) Flexible Base shall be compacted to an apparent dry density of not less than 95 percent of the maximum dry density, as determined in accordance with TxDOT Test Method TEX-113-E. Tests for density will be made within 24 hours after compaction operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to meet the density required. Just prior to the placing of any succeeding course of Flexible Base, surfacing on any previously completed course, the density and moisture of the top three inches

(3") of Flexible Base shall be checked and if tests show the density to be more than 2 percent below the specified minimum, or the moisture content to be more than 3 percent above or below the optimum, the course shall be reworked as necessary to obtain the specified compaction and moisture content.

- 2) The surface upon completion shall be smooth and in conformity with the typical sections and to the established lines and grades. Any deviation in excess of 1/4 inch in cross-section and in length of 16 feet measured longitudinally, shall be corrected. All irregularities, depressions, or weak spots which develop shall be corrected.

C. Asphalt Stabilized Base Course

1. Equipment:

- a. All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to review by the Engineer. Any equipment found to be defective and affecting the quality of the mixture will be replaced.
- b. Mixing Plants:
 - 1) Mixing plants that will not consistently produce a paving mixture meeting all the requirements of this specification will be condemned. Mixing plants may be of the weight-batching type, the continuous mixing type or the dryer-drum type meeting all the requirements of Item 345, "Asphalt Stabilized Base (Plant Mix)" of the Texas Department of Transportation Standard Specifications and subsequent revisions and Special Provisions thereto.
- c. Asphalt Material Heating Equipment:
 - 1) Asphalt material heating equipment shall conform to Paragraph 345.4 of Item 345, "Asphalt Stabilized Base (Plant Mix)" of the Texas Department of Transportation Standard Specifications and subsequent revisions and Special Provisions thereto.
- d. Spreading and Finishing Machine:
 - 1) The spreading and finishing machine shall be of a type reviewed by the Engineer and shall be capable of producing a surface that will be smooth and true to the established line, grade and cross-section and acceptable to the Engineer. Unacceptable finish shall be corrected by the addition of mixture placed and finished at the entire expense of the Contractor.

2. Construction Methods:

- a. It shall be the responsibility of the Contractor to produce transport, place and compact the specified mixture in accordance with these specifications and as reviewed by the Engineer.
- b. The asphaltic mixture, when placed with a spreading and finishing machine shall not be placed when the air temperature is below 50°F, and is falling, but it may be placed when the air temperature is above 40°F and is rising. The mixture when placed with a motor grader shall not be placed when the air temperature is below 60°F, and is falling, but may be placed when the air temperature is above 50°F and is rising. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the prime coat, tack coat or asphalt stabilized base shall be placed only when the humidity, general weather conditions and temperature and

moisture conditions of the subbase or subgrade, in the opinion of the Engineer are suitable.

- c. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50°F or more below the temperature reviewed by the Engineer all or any part of the load may be rejected and payment will not be made for the rejected material.
 - 1) Prime Coat:
 - (a) If a prime coat is required it shall be applied and paid for as a separate item conforming to the requirements of Texas Department of Transportation Item 300 "Prime Coat", except the air temperature for application shall be as provided above for asphaltic mixture to be laid by a spreading and finishing machine. The tack coat or asphalt stabilized base shall not be applied on a previously primed course until the prime coat has completely cured to the satisfaction of the Engineer.
 - 2) Tack Coat:
 - (a) Before the asphaltic mixture is laid, the surface upon which the tack coat is to be placed shall be cleaned thoroughly to the satisfaction of the Engineer. The surface shall be given a uniform application of tack coat using asphaltic materials of this specification. This tack coat shall be applied, as directed by the Engineer, with an approved sprayer at a rate not to exceed 0.10 gallon per square yard of surface. Where the mixture will adhere to the surface on which it is to be placed without the use of a tack coat, the tack coat may be eliminated by the Engineer. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform coat of the asphaltic material meeting the requirements for a tack coat. The tack coat shall be rolled with a pneumatic tire roller when directed by the Engineer.
 - 3) Transporting:
 - (a) The asphaltic mixture, prepared as specified above shall be hauled to the site in tight vehicles previously cleaned of all foreign material. The dispatching of the vehicles shall be arranged so that all material delivered may be placed, and all rolling shall be completed during daylight hours. The inside of the truck body may be given a light coat of oil, lime slurry or other material satisfactory to the Engineer, if necessary, to prevent mixture from adhering to the body. In cool weather or for long hauls, canvas covers and insulating of truck bodies may be required.
 - 4) Placing:
 - (a) Generally, the asphaltic mixture shall be dumped and spread on the approved prepared surface with the specified spreading and finishing machine, in such a manner that when properly compacted, the finished course will be smooth, of uniform density, and will conform with the typical sections shown on the plans and to the lines and grades established by the Engineer. During the application of asphaltic material, care shall be taken to prevent splattering of adjacent pavement, curb and gutter and structures. Any unsightly splattering of surroundings shall be clean and restored to original condition at the sole cost of the Contractor.

- (b) The mixture shall be spread and compacted in layers or lifts as specified on the plans or as directed by the Engineer. The sequence of compacting shall be such that undue displacement of the edge of the course does not occur. On deep lifts, the edge of the course may be rolled with a motor grader wheel or similar equipment or supported by blading a roll of earth against the edge of the course prior to compacting the surface.
 - (c) When the asphaltic mixture is placed in a narrow strip along the edge of an existing pavement, or used to level up small areas of an existing pavement or placed in small irregular areas when the use of a finishing machine is not practical, the finishing machine may be eliminated when authorized by the Engineer, provided a satisfactory surface can be obtained by other acceptable methods.
- 5) Compacting:
 - (a) As directed by the Engineer the asphalt stabilized base shall be compacted thoroughly and uniformly with the specified rollers. In lieu of the rolling equipment specified, the Contractor may, upon written authorization from the Engineer, operate other compacting equipment that will provide equivalent relative compaction as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction as would be expected of the specified equipment, as determined by the Engineer, its use shall be discontinued. When directed by the Engineer, the initial compaction shall be accomplished with the pneumatic tire roller.
 - (b) When rolling with the three-wheel, tandem, or vibratory rollers, rolling shall start longitudinally at the sides and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the rear wheel unless otherwise directed by the Engineer. Alternate trips of the roller shall be slightly different in length. When roller with vibratory steel-wheel rollers, the manufacturer's recommendation shall be followed unless directed otherwise by the Engineer. Rolling with pneumatic-tire roller shall be done as directed by the Engineer. Roller shall be continued until no further increase in density can be obtained and all roller marks are eliminated. The motion of the roller shall be slow enough at all times to avoid displacement of the mixture. If any displacement occurs, it shall be corrected at once by the use of a rake, and of fresh mixtures where required. The roller shall not be allowed to stand on any portion of the mixture pavement which has not been fully compacted. To prevent adhesion of the mixture to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water will not be permitted. All rollers must be in good mechanical condition. Necessary precautions shall be taken to prevent the dropping of gasoline, oil, grease or other foreign matter on the roadway, either when the rollers are in operation or when standing.
 - (c) Hand Tamping:
 - (1) The edges of the pavement along curbs, headers and similar structures, and all places not accessible to the roller, or in such

positions as will not allow thorough compaction with the rollers, shall be thoroughly compacted with lightly oiled tamps.

(d) Surface Finish:

- (1) The compacted material shall conform to the typical cross sections, lines and grades as shown on plans and directed by the Engineer and shall have a surface smoothness as specified below and with a reasonably uniform texture acceptable to the Engineer. Unacceptable finished surfaces may be corrected by the placement of additional mixture, all at the expense of the Contractor.

(e) Surface Smoothness:

- (1) Test finished surface of each bituminous concrete course for smoothness, using a 10-foot straightedge applied parallel to and at right angles to centerline of paved areas.
- (2) Check surfaced areas at intervals as directed by Engineer.
- (3) Surfaces will not be acceptable if exceeding the following:
Sub-base Courses: $\frac{3}{8}$ inch in 10 feet
Surface Course: $\frac{1}{4}$ inch in 10 feet
Crowned Surfaces:
Test crowned surfaces with a crown template, centered and at right angle to the crown.
Surfaces will not be acceptable if varying more than $\frac{1}{4}$ " from the template.
Protection of the Work and Opening to Traffic:
- (4) The completed asphalt stabilized base course shall be opened to traffic as provided by the plans and as directed by the Engineer. All construction traffic allowed on the base course shall comply with the State laws governing traffic, unless otherwise authorized by the Engineer. When another roadway surface is provided for the traveling public and construction traffic through the project, the Engineer may prohibit traffic on the completed base course.

3. In Place Density:

- a. When in-place density is required, it is the intent of this specification that the material be placed and compacted to 96 percent of the maximum molded gyrated density as determined by Test Method TEX-126-E or as specified on the plans. The maximum molded gyrated density shall be determined from material sampled from the mixing plant and molded in accordance with Test Method TEX-126-E. Procedures and methods outlined in Test Method TEX-126-E shall also be used in determining the in-place density unless determined otherwise by the Engineer. The field specimens utilized for the in-place density testing may be either cores or sections of asphalt stabilized base tested according to Test Method TEX-207-F. Other methods of determining in-place density which correlate satisfactorily with those results obtained through use of Test Method TEX-126-E may be used. In-place density tests are intended for control tests. If the in-place density of the mixture produced has a value lower than that specified and, in the opinion of the Engineer is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction operations until the in-place density equals or exceeds the specified density. Requirements

specifying air temperature limitations for placing and types of rollers to be furnished are not applicable when in-place density is specified. Regardless of the method of compaction control followed, all rolling shall be completed before the mixture temperature drops below 175°F.

D. Cement Stabilized Base Course

1. Equipment:

- a. All equipment necessary to properly perform and complete the work shall be on the project prior to beginning the work, shall be subject to the review of the Engineer, and shall be maintained in a satisfactory condition at all times.
- b. The following list of equipment shall be considered the minimum necessary for cement stabilized base work:
 - 1) A single pass traveling mixing plant may be used if it can be made to meet the exact requirements of this Specification.
 - 2) In lieu of a traveling mixing plant, the following equipment shall be used for the "Mixed-in-Place" method of processing:
 - (a) 1-Motor Grader
 - (b) 1-7-foot self-powered, self-propelled, heavy-duty rotary speed mixer.
- c. Motor graders shall be self-propelled, shall have tandem or four-wheel drive, shall have a blade length of not less than 12 feet, shall have a wheel base length (the distance between front and rear axles) of not less than 16 feet, and shall be tight and in good operation condition and reviewed by the Engineer.
- d. Cement shall be distributed by cement spreaders equipped with hoppers of adequate capacity to prevent spillage. The proportioning and distributing devices shall be positive in action and capable of necessary adjustments in quantity of cement spread and width of lane spread. The spreader shall be so designed that its accuracy is not varied by changing conditions of the surface over which it operates. The cement spreader shall distribute cement to an accuracy of five percent (5%) of theoretical quantity per square yard and shall be approved by the Engineer.
- e. Compaction equipment shall be of sufficient weight and adequately loaded to accomplish the required compaction.
- f. Water distributors shall be equipped with positive and rapidly working cut off valves, approved spray bars equipped with bituminous nozzles and a power pump that will insure distribution of water in a uniform and controllable rate of application. Spray bars shall be so constructed that the effective length may be quickly and easily altered.
- g. All equipment shall meet these specifications and be reviewed by the Engineer. Equipment may be eliminated or substituted only upon review by the Engineer.
- h. Nothing in this section shall relieve the Contractor of his responsibility for producing finished work of the quality specified.

2. Test Section:

- a. If the Contractor has had no previous experience in construction of "Cement Stabilized Base", he shall be required to construct a "Test Section" in accordance with the following:
- b. The first section of each cement treated course shall serve as a test section. Its length (not less than 350 linear feet or more than 500 linear feet) shall be determined by the capability of the equipment to perform the work. In case it is found that the work is not satisfactory with respect to the specification

requirements, the Contractor shall revise his procedures and augment or replace equipment as necessary to assure work completed in accordance with the Specifications. Additional test sections may be required as directed by the Engineer. Test sections not conforming to the requirements of the Specifications shall be reconstructed.

3. Construction Methods:

a. General:

- 1) It is the intent of this specification to obtain a complete course or courses of cement stabilized base of uniform moisture and density, containing a uniform mixture of cement; a closely knit surface free from laminations, cracks, ridges, or loose material and to the surface requirements hereinafter specified. It shall be the responsibility of the Contractor to furnish adequate equipment and regulate his sequence of operation in such a manner as to provide a cement treated course or courses with the proper amount of cement for the depth as shown on the plans and to maintain or reconstruct the course or courses as necessary to conform to the specific requirements specified.

b. Placing of Base Material:

- 1) After approval of the subgrade, base material shall be delivered on the road and placed in windrows of uniform sections, then accurately bladed and shaped to required crown and grade to provide a base of compacted depth required by the plans.

c. Final Preparation of Section:

- 1) On the day immediately preceding processing, water, as required, shall be added and uniformly mixed full depth with the base material. This operation shall precede cement spreading by at least 12 hours. The section shall then be accurately bladed and shaped to required grade and section.

d. Application of Cement:

- 1) The specified quantity of Portland Cement required for the full depth of treatment shall be uniformly spread over the surface. Each pass of the cement spreader shall be positioned by either the curb line or a string line. Cement shall be applied only to such areas as can be completed as herein specified within the daylight hours of the same day. No equipment, except that used in spreading and mixing, will be allowed to pass over the freshly spread cement until it is mixed with the base material.

e. Mixing and Processing:

- 1) Either method (1) or (2) below may be used at the option of the Contractor. Method (3) shall be used only on sections less than 200 linear feet in length.

(a) Multiple-Pass Traveling Mixing Plant:

- (1) After the cement has been applied, it shall be mixed with the base or subbase material. Mixing shall continue until the cement has been sufficiently blended with the base or subbase material to prevent the formation of cement balls when water is applied. Any mixture that has not been compacted and finished shall not remain undisturbed for more than 30 minutes.
- (2) Immediately after the mixing of base or subbase material and cement is completed, water, as necessary, shall be uniformly applied and incorporated into mixture. Proper care shall be exercised to insure

proper moisture distribution at all times. After the last increment of water has been added, mixing shall continue until a thorough and uniform mix has been obtained.

(b) Single-Pass Traveling Mixing Plant:

- (1) After the cement has been applied, it shall be sufficiently mixed with the base or subbase material to prevent the formation of cement balls when water is applied. Unpulverized soil lumps in mixture will not be allowed. Should this condition prevail, the Contractor shall "pre-wet" the raw base or subbase material as necessary to correct this condition. The mixer shall be provided with means for visibly and accurately gauging the water application. The water shall be applied uniformly through a pressure spray bar. After cement is spread, mixing operations shall proceed as follows:
- (2) The mixer shall, in one continuous operation, mix the base or subbase material and cement full depth, add the required moisture uniformly, thoroughly moist-mix the material, cement, and water, spread the completed mixture evenly over the machine processed width of the subgrade, and leave it in a loose condition ready for immediate compaction.
- (3) The mixture shall not remain undisturbed, after mixing and before compacting, for more than 30 minutes.

(c) Blade Mixing:

- (1) On sections of street of 200 linear feet or less and authorization by the Engineer, the requirements for mixing equipment may be waived and the cement mixed with a mortar grader.
- (2) Immediately after the cement has been distributed, the material shall be scarified full depth and the cement mixed with the loose base material for the full depth of the treatment by blading into windrows. Mixing shall continue until the cement has been sufficiently blended with the base material to prevent formation of cement balls when water is applied.
- (3) Immediately after the mixing of base material and cement is complete, water as necessary shall be uniformly applied and incorporated into the mixture. Pressurized equipment and supply provided shall be adequate to insure continuous application of the required amount of water to the section being processed. Proper care shall be exercised to insure proper moisture distribution at all times. After the last increment of water has been added, mixing shall continue until thorough and uniform mix has been obtained.

f. Compaction and Finishing:

- 1) The material shall be compacted to not less than 95 percent of the maximum dry density as determined by TxDOT TEX-113-E. At the start of compaction, the percentage of moisture in the mixture shall be less than that quantity which will cause the mixture to become unstable during compaction and finishing.
- 2) The surface upon completion shall be smooth and in conformity with typical sections and to the established lines and grades. Any deviation in excess of ¼

inch in cross section and in a length of 16 feet measured longitudinally shall be corrected. All irregularities, depressions, or weak spots which develop shall be corrected.

- 3) All sections of cement stabilized base shall be processed full width each day without longitudinal construction joints.
 - 4) The density of the cement stabilized base shall be determined by the Engineer after construction. Any portion which has a density below that specified herein and which has not properly hardened after a suitable time interval shall be removed and replaced to meet this Specification at the expense of the Contractor.
- g. Protection and Cover:
- 1) The completed cement treated base course shall be protected against rapid drying by applying a minimum of 0.20 gallons per square yard of RC-2 Liquid Asphalt, or a minimum of 0.15 gallons per square yard of EA-11M Emulsion. The actual amounts may be varied in the field by the Engineer to insure that a complete and adequate seal is achieved.
 - 2) This curing seal shall be applied as soon as practicable, but not later than eight (8) hours after the completion of final compaction. The surface shall be kept moist until the curing seal is applied. It shall be the responsibility of the Contractor to protect the asphalt membrane from being picked up by traffic by either sanding or dusting the surface.
 - 3) The curing period shall be a minimum of 14 days (24 hours each) with a minimum temperature of 40°F unless waived by the Engineer.
- h. Weather Limitations:
- 1) Cement stabilized base construction shall not begin unless the temperature is at least 40°F in the shade and rising or when the wind velocity exceeds 15 MPH. The Contractor is responsible for the quality of the base under any weather conditions.
- i. Traffic:
- 1) The Contractor shall not be permitted to drive heavy equipment over completed portions, but pneumatic-tired equipment required for hauling cement and water may be permitted after the surface has hardened sufficiently to prevent the equipment from marring the surface, provided protection and cover specified herein are not impaired. The cement stabilized base may be opened to local traffic as soon as the RC-2 has been applied and dusted or sanded as necessary to prevent it from being picked up by traffic. It may be opened to all traffic after 7 days.
- j. Maintenance:
- 1) The Contractor shall be required to maintain at his own expense the entire cement stabilized base within the limits of his contract in good condition satisfactory to the Engineer from the time he first starts work until all work shall have been completed.
 - 2) Maintenance shall include immediate repairs of any defect that may occur after construction, which work shall be done by the Contractor at his own expense and repeated as often as necessary to keep the area continuously intact. Repairs are to be made in a manner to insure restoration of a uniform surface of good quality cement stabilized base. Faulty work shall be replaced

for the full depth of base. Any low area shall be remedied by replacing the material for the full depth of treatment, rather than adding a thin layer of base material to the completed work.

E. Prime Coat

1. When the area and/or base is satisfactory to receive the prime coat, the surface shall be cleaned by sweeping or other acceptable methods. If necessary, the surface shall be lightly sprinkled with water just prior to application of the asphaltic material. The asphaltic material shall be applied on the clean surface by an acceptable type of self-propelled pressure distributor so operated as to distribute the prime coat at a rate not to exceed 0.20 gallon per square yard of surface, evenly and smoothly, under a pressure necessary for proper distribution. During the application of prime coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures.
2. Prime Coat shall not be applied when the air temperature is below 60° F and falling, but it may be applied when the air temperature is above 50° F and is rising; the air temperature being taken in the shade away from artificial heat.
3. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.

F. Tack Coat

1. Before the tack coat is applied, the surface shall be cleaned thoroughly. The asphaltic material shall be applied on the clean surface by an acceptable type of self-propelled pressure distributor so operated as to distribute the tack coat at a rate not to exceed 0.10 gallon per square yard of surface, evenly and smoothly under a pressure necessary for proper distribution. Where the pavement mixture will adhere to the surface on which it is to be placed without the use of a tack coat, the tack coat may be eliminated by the Engineer. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform coat of the asphaltic material used for tack coat. The tack coat shall be rolled with a pneumatic tire roller. During the application of tack coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures.

G. Hot Mix Asphaltic Concrete

1. Construction methods used in laying Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" of the Texas Department of Transportation Standard Specifications, with the following exception:
2. Application of Hot Mix Asphaltic Concrete Pavement shall not begin unless the air temperature is at least sixty degrees Fahrenheit (60° F) and rising.

H. Surface Treatments

1. The area to be treated shall be cleaned of dirt, dust, or other deleterious matter by sweeping or other approved methods. If it is found necessary by the Engineer the surface shall be lightly sprinkled just prior to the first application of asphaltic material.
2. Asphaltic material shall be applied on the clean surface by an acceptable type of self-propelled distributor so operated as to distribute the material at the rate as shown on the plans, evenly and smoothly, under pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for

determining the rate of which it is applied, and for securing uniformity at the junction of two distributor loads. The distributor shall have been recently calibrated. Asphaltic materials shall not be applied until immediate covering is assured.

3. Aggregate shall be immediately and uniformly applied and spread by an acceptable self-propelled continuous feed aggregate spreader, unless otherwise authorized by the Engineer. The aggregate shall be applied at a rate as directed by the Engineer.
 4. The entire surface shall then be broomed or raked as required and shall be thoroughly rolled as soon as practicable after its application. The cover material shall be rolled for its entire width with a multiple wheel self-propelled pneumatic tired traffic roller with provisions for loading to 8 tons. Rolling shall begin longitudinally at the edges of the mat and progress toward the center, uniformly lapping each preceding track by at least 1/2 the width of the roller and be repeated as often as necessary to thoroughly key the cover material into the bitumen over the entire surface. The roller shall be in first class operating condition.
 5. Surface treatment or treatments shall not be applied when the air temperature is below 60°F and is falling, but is may be applied when the air temperature is above 50°F and is rising. Air temperature shall be taken in the shade and away from artificial heat. Asphaltic material shall not be placed when general weather conditions, in the opinion of the Engineer, are not suitable.
 6. The Contractor shall be responsible for the maintenance of the surface until the work is acceptable to the Engineer.
- I. Construction Joints
1. Construction joints shall be made in such a manner as to ensure a neat junction, thorough compaction, and bond throughout.
 2. A transverse joint extending over the full width of the strip being laid and at right angles to its centerline shall be constructed at the end of each day's work and at any other times when the operations of placing the hot mixture are suspended for a period of time which will permit the mixture to chill. The forward end of a freshly laid strip shall be thoroughly compacted by rolling before the mixture has become chilled. When work is resumed, the end shall be cut vertically for the full depth of the layer.
 3. When new pavement is to join pavement installed by others or previously laid pavement by the Contractor, the in-place pavement shall be neatly and carefully edged to allow for overlapping and feathering of the new surface course material. A tack coat of bituminous prime coat material shall be placed at the interface of new and previously laid material.
- J. Traffic Maintenance
1. The pavement shall be opened to traffic when directed by the Engineer. Construction traffic on the pavement shall be held to a minimum and shall be acceptable to the Engineer. Adequate protection methods as reviewed by the Engineer shall be utilized when crossing roadways is required.
- K. Field Quality Control
1. Contractor will employ a testing laboratory to perform field quality control. The testing laboratory will make compaction testing of flexible base. The testing laboratory will test the HMAC for Asphalt Extraction, Gradation, Bitumen Content, Stability and laboratory density. Contractor shall furnish all necessary assistance required by the testing laboratory. Contractor shall also furnish all labor, materials and equipment necessary

for sampling. Contractor shall furnish all necessary transportation to the Owner's Testing Laboratory required by the testing.

2. Quality Control Testing During Construction:
 - a. The testing laboratory will perform sampling and testing for field quality control during the placement of materials as follows:
 - 1) HMAC shall be tested as described in these Specifications, at least once for every 500 tons of materials placed or fraction thereof.
 - 2) Density:
 - (a) Compare density of in-place material against laboratory specimen or certificated on same for bituminous concrete mixture.
 - (b) Acceptable densities of in-place materials shall conform to applicable State Standard Requirements.
 - 3) Thickness:
 - (a) In-place compacted thickness shall average not less than the thickness specified.
 - 4) Surface Smoothness:
 - (a) Test finished surface of each bituminous concrete course for smoothness, using a 10-foot straight edge applied parallel to and at right angles to centerline of paved areas.
 - (b) Check surfaced areas at intervals as directed by Engineer.
 - (c) Surfaces will not be acceptable if exceeding the following:
 - (1) Base Courses: 3/8 inch in 10 feet.
 - (2) Surface Course: 1/4 inch in 10 feet.
 - (3) Crowned Surfaces:
Test crowned surfaces with a crown template, centered and at right angle to the crown.
Surfaces will not be acceptable if varying more than 1/4" from the template.

3.04 PORTLAND CEMENT CONCRETE PAVING

- A. General
 1. Unless otherwise noted in these Specifications, construction methods used to place all Portland Cement Concrete Paving are specified by TxDOT Standard Specifications Item 360, "Concrete Pavement".
- B. Inspection
 1. Verify subgrade is ready to support paving and imposed loads.
 2. Verify gradients and elevations of subgrade are correct.
- C. Preparation
 1. Moisten subgrade to minimize absorption of water from fresh concrete.
 2. Notify Engineer minimum 24 hours prior to commencement of concreting operations.
- D. Forming
 1. Place and secure forms to correct location, dimension, and profile.
 2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
 3. Place joint fillers vertical in position, in straight lines. Secure to form work during concrete placement.

- E. Reinforcement
 - 1. Reinforcing steel shall be grade 60 and shall be placed as shown on the plans. All concrete shall be continuously reinforced as shown on the plans.
- F. Formed Joints
 - 1. Transverse and longitudinal joints shall be constructed in accordance with the details on the plans and Texas Department of Transportation Specifications.
 - 2. Joints shall be filled in accordance with the construction drawings.
- G. Placing Concrete
 - 1. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.
 - 2. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- H. Finishing
 - 1. All concrete pavement shall be finished in accordance with Texas Department of Transportation Item 360.
- I. Curing
 - 1. The Contractor shall select one of the methods of curing stated in TxDOT Standard Specifications, Item 360, Paragraph 360.11, "Curing".
 - 2. If the Contractor elects to use Membrane Curing, the curing compound must be reviewed by the Engineer.
- J. Field Quality Control
 - 1. Field inspection and testing will be performed according to the requirements of Division 1 - "General Requirements" of this project manual.
 - 2. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.
- K. Protection
 - 1. Immediately after placement, protect concrete under provisions of Section 03 3000 from premature drying excessive hot or cold temperatures, and mechanical injury.

3.05 PAVEMENT REPLACEMENT

- A. Cutting of Pavements
 - 1. Concrete and Asphaltic Concrete Pavements:
 - a. All concrete and asphaltic concrete pavements shall be cut with a concrete saw. The depth of the cut shall be such that upon removal of concrete and/or asphaltic concrete the sides of the cut will be straight and square. Care shall be taken, when cutting concrete pavement, not to cut transverse reinforcing steel.
- B. Removal of Bases
 - 1. Concrete and Cement Stabilized Bases:
 - a. Concrete and cement stabilized bases shall be removed by means of hand-held pneumatic pavement breakers with acceptable cutting bits. It is the intent of this specification that the base shall be removed in a manner that will leave the sides of the cut straight and square.
 - b. Where reinforcement is encountered in concrete bases, a minimum of one (1) foot shall be cleaned of all old concrete and left in place to tie to new reinforcement in the new concrete base.

2. Flexible Base:
 - a. Flexible bases shall be removed by normal trenching operations.
- C. Replacement of Bases
 1. Concrete Bases:
 - a. Concrete bases shall be replaced with Class "A" concrete conforming to the provisions of Item No. 300 "Concrete" of the City of San Antonio Standard Specifications for Public Works Construction. If existing concrete is steel reinforced, the reinforcing steel shall be replaced in accordance with Item No. 301, "Reinforcing Steel". The concrete shall have a slump of not more than three inches (3") and shall be spaded, tamped and finished to the satisfaction of the Engineer. Immediately following finishing operations, the surface shall be cured in accordance with the provisions of Item No. 305, "Membrane Curing". The concrete shall be protected from traffic for seventy-two (72) hours.
 2. Cement Stabilized Bases:
 - a. Cement stabilized base shall be replaced with cement stabilized base in accordance with Item No. 201, "Cement Stabilized Base" of the City of San Antonio Standard Specifications for Public Work Construction where width of trench permits, or with Class "C" concrete conforming to the requirements of Item No. 300, "Concrete". The concrete shall have a slump of not more than three inches (3") and shall be spaded, tamped, and finished to the satisfaction of the Engineer. The concrete shall be protected from traffic for seventy-two (72) hours prior to replacement of the surfacing.
 3. Flexible Base:
 - a. Flexible base shall be replaced with 1,000 psi (@ 28 days) concrete. The concrete shall have a slump of no more than three (3) inches and shall be spaded, tamped and finished to the satisfaction of the Inspector. The concrete shall be protected from traffic for seventy-two (72) hours prior to replacement of the surface.
 4. Asphalt Treated Base:
 - a. Asphalt treated base shall be furnished, placed and compacted in accordance with this Section.
- D. Replacement of Pavements
 1. Pavements shall be replaced under this item with either hot mix asphaltic concrete pavement, or Portland Cement concrete pavement in the thickness and type shown on the plans.
 2. When hot mix asphaltic concrete is shown on the plans as replacement of pavement, it shall be furnished and placed in accordance with TxDOT Item 340, "Hot Mix Asphaltic Concrete Pavement". Flexible bases shall be primed with asphalt or emulsion in accordance with the provision of TxDOT Item 310, "Prime Coat" prior to the placement of hot mix asphaltic concrete. All concrete bases shall receive a tack coat of asphalt or emulsion in accordance with the provisions of TxDOT Item 300, "Tack Coat" prior to replacement of hot mix asphaltic concrete.
 3. When the replacement pavement is Portland Cement concrete as indicated on the plans, "Class A" Concrete shall be furnished and placed in accordance with TxDOT Item 360, "Concrete Pavement". The concrete shall be placed, spaded, tamped and finished to the line, grade and texture of the surrounding concrete pavement.
 4. Prime Coat and Tack Coat:

- a. Prime and Tack coats shall be applied in accordance with the Texas Department of Transportation Standard Specifications Item 340.
- 5. Surface Course Applications:
 - a. The construction of all surface course shall conform to the applicable requirements of Item 340 of the TxDOT Standard Specifications.

3.06 CLEANING AND PROTECTION

- A. Cleaning
 - 1. After completion of paving operations, clean surfaces of excess or spilled bituminous materials and all foreign matter.
- B. Protect newly finished pavement until it has become properly hardened by cooling.

END OF SECTION

ASPHALT UNIT PAVING**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Asphaltic block pavers.
- B. Adhesive.

1.02 RELATED REQUIREMENTS

- A. Section 32 1123 - Aggregate Base Courses.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Asphalt Block Pavers: By the square foot. Includes preparation of substrate, priming, placing pavers, finishing.

1.04 SUBMITTALS

- A. Product Data: Provide characteristics of paver unit, dimensions, special shapes, and adhesive.
- B. Samples: Submit one sample of each paver size, illustrating style, size, color range, and surface texture of units being provided.
- C. Manufacturer's Installation Instructions: Indicate substrate requirements, installation methods.
- D. Maintenance Data: Provide data for Owner continuing maintenance of the paver surface, replacement of paver units, and surface wax maintenance requirements.
- E. Maintenance Materials: Provide the following for Owner's use in maintenance of project.
 - 1. Extra Pavers: 10 of each type and size.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Asphalt Pavers: Hanover Architectural Products or equivalent.
 - 1. Hanover Architectural Products, Inc; Asphalt Block: www.hanoverpavers.com/#sle.

2.02 MATERIALS

- A. Pavers: Fibrous asphaltic block; 8x8 inch size, 2 inch thick; natural, exposed aggregate finish or as selected by Landscape Architect or Owner.
- B. Adhesive: Neoprene modified asphaltic type, recommended by paver manufacturer.
- C. Joint Filler: Clean, sharp sand.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that substrate is level, smooth, capable of supporting pavers and imposed loads, and ready to receive work of this section.
- B. Verify gradients and elevations of substrate are correct.

3.02 PREPARATION

- A. Apply primer or surface conditioner to surface of substrate in accordance with manufacturer's instructions.

3.03 INSTALLATION

- A. Apply adhesive and pavers in accordance with manufacturer's instructions.

- B. Place paver units in hexagon pattern or as indicated on the drawings, from straight reference edge.
- C. Place half units or special shaped units at edges and interruptions. Maintain tight joints.
- D. Machine roll units to level surface.
- E. Sweep clean, sharp sand into paver joints.
- F. Fog spray surfaces with water to ensure wetting of joint filler.
- G. Sweep excess filler from surface of pavers.

END OF SECTION

CHAIN LINK FENCES AND GATES**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Posts, rails, and frames.
- B. Wire fabric.
- C. Barbed wire.
- D. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Allowances: See Section 01 2100 - Allowances, for cash allowances affecting this section.
- B. Gates: Measurement and payment by the unit. Includes frame posts, fabric, accessories, hardware.

1.04 REFERENCE STANDARDS

- A. ASTM A121 - Standard Specification for Metallic-Coated Carbon Steel Barbed Wire; 2013.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- D. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric; 2011a (Reapproved 2017).
- E. ASTM A428/A428M - Standard Test Method for Weight (Mass) of Coating on Aluminum-Coated Iron or Steel Articles; 2010 (Reapproved 2014).
- F. ASTM A491 - Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric; 2011 (Reapproved 2017).
- G. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2017.
- I. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2015.
- J. ASTM F567 - Standard Practice for Installation of Chain-Link Fence; 2014a.
- K. ASTM F668 - Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain-Link Fence Fabric; 2017.
- L. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework; 2017a.
- M. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures; 2016.

- N. ASTM F1665 - Standard Specification for Poly(Vinyl Chloride)(PVC) and Other Conforming Organic Polymer-Coated Steel Barbed Wire Used with Chain-Link Fence; 2008 (Reapproved 2013).
- O. CLFMI CLF-SFR0111 - Security Fencing Recommendations; 2014.
- P. FS RR-F-191/1D - Fencing, Wire and Post Metal (Chain-Link Fence Fabric); 1990.

1.05 SUBMITTALS

- A. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.
- B. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components. See CLFMI CLF-SFR0111 for planning and design recommendations.
- C. Samples: Submit one sample of fence fabric, slat infill, 12 inch by 12 inch in size illustrating construction and colored finish.
- D. Manufacturer's Installation Instructions: Indicate installation requirements, post foundation anchor bolt templates.
- E. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section.

PART 2 PRODUCTS**2.01 COMPONENTS**

- A. Line Posts: 1.9 inch diameter.
- B. Corner and Terminal Posts: 2.38 inch diameter.
- C. Fabric: 2 inch diamond mesh interwoven wire, 6 gauge, 0.1920 inch thick, top selvage knuckle end closed, bottom selvage twisted tight.
- D. Tension Wire: 6 gauge, 0.1920 inch thick steel, single strand.
- E. Tie Wire: Aluminum alloy steel wire.

2.02 MATERIALS

- A. Posts, Rails, and Frames:
- B. Posts, Rails, and Frames: ASTM F 1083 Schedule 40 hot-dipped galvanized steel pipe, welded construction, minimum yield strength of 30 ksi, 50 ksi for sizes NPS 5 and larger.
- C. Line Posts: Type I round in accordance with FS RR-F-191/1D.
- D. Terminal, Corner, Rail, Brace, and Gate Posts: Type I round in accordance with FS RR-F-191/1D.
- E. Wire Fabric:
- F. Wire Fabric: ASTM A 392 zinc coated, ASTM A 491 aluminum coated steel chain link fabric.
- G. Barbed Wire: Aluminum-coated steel, complying with ASTM A 121; 2 strands of 0.099 inch diameter wire, 12.5 gauge, with 4-pointed barbs at 5 inches on centers.
- H. Type specified in Section 03 3000.

2.03 ACCESSORIES

- A. Caps: Malleable iron galvanized; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.
- C. Extension Arms: Cast steel galvanized, to accommodate 3 strands of barbed wire, single arm, sloped to 45 degrees.
- D. Hardware for Single Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches high, 3 for taller gates; fork latch with gravity drop and padlock hasp; keeper to hold gate in fully open position.
- E. Hardware for Double Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches high, 3 for taller gates; drop bolt on inactive leaf engaging socket stop set in concrete, active leaf latched to inactive leaf preventing raising of drop bolt, padlock hasp; keepers to hold gate in fully open position.
- F. Privacy Slats: Vinyl strips, if required on the drawing, sized to fit fabric weave.

2.04 FINISHES

- A. Components (Other than Fabric): Aluminum coated at 0.40 ounces per square foot, when measured in accordance with ASTM A428/A428M.
- B. Components and Fabric: Vinyl coated over coating of 1.8 ounces per square foot galvanizing.
- C. Hardware: Hot-dip galvanized to weight required by ASTM A153/A153M.
- D. Accessories: Same finish as framing.
- E. Color(s): Black, or as shown on drawings.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Install framework, fabric, accessories and gates in accordance with ASTM F567.
- B. Place fabric on outside of posts and rails.
- C. Set intermediate, terminal, and gate posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.
- D. Line Post Footing Depth Below Finish Grade: 2 feet.
- E. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: 2 feet.
- F. Brace each gate and corner post to adjacent line post with horizontal center brace rail Install brace rail one bay from end and gate posts.
- G. Provide top rail through line post tops and splice with 6 inch long rail sleeves.
- H. Install center brace rail on corner gate leaves.
- I. Do not stretch fabric until concrete foundation has cured 2 days.
- J. Stretch fabric between terminal posts or at intervals of 50 feet maximum, whichever is less.
- K. Position bottom of fabric 2 inches above finished grade.
- L. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.
- M. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- N. Install bottom tension wire stretched taut between terminal posts.

- O. Install support arms sloped outward and attach barbed wire; tension and secure.
- P. Do not attach the hinged side of gate to building wall; provide gate posts.
- Q. Install hardware and gate with fabric to match fence.
- R. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.
- S. Ground fence in accordance with State and local standards.

3.02 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch.
- B. Maximum Offset From True Position: 1/2 inch.
- C. Do not infringe on adjacent property lines.

END OF SECTION

SEEDING**PART 1 GENERAL****1.01 Section Includes**

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Seeding, mulching and fertilizer.
- D. Maintenance.

1.02 Related Requirements

- A. Section 31 2200 - Grading.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Topsoil:
 - 1. Basis of Measurement: By the cubic yard.
 - 2. Basis of Payment: Includes topsoil, placing topsoil.
- B. Grassed Areas:
 - 1. Basis of Measurement: By the square yard.
 - 2. Basis of Payment: Includes preparation of subsoil, preparation of topsoil, placing topsoil, seeding, watering and maintenance for 90 days or until established.

1.04 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.05 Submittals

- A. Topsoil samples.
- B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.
- C. Maintenance Contract.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS**2.01 SEED MIXTURE**

- A. Seed Mixture: As determined by the Landscape Architect or Owner.

2.02 SOIL MATERIALS

- A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.

2.03 ACCESSORIES

- A. Mulching Material: Hay, oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry.
- B. Fertilizer: Recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
- C. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.
- D. Erosion Fabric: Jute matting, open weave.
- E. Herbicide.
- F. Stakes: Softwood lumber, chisel pointed.
- G. String: Inorganic fiber.
- H. Edging: Galvanized steel.

2.04 TESTS

- A. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- B. Submit minimum 10 oz sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.
- C. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that prepared soil base is ready to receive the work of this Section.

3.02 PREPARATION

- A. Prepare subgrade in accordance with Section 31 2200.
- B. Place topsoil in accordance with Section 32 9119.
- C. Install edging at periphery of seeded areas in straight lines to consistent depth.

3.03 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.04 SEEDING

- A. Apply seed per seed providers recommendation.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: Dependent upon seed species.

- D. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- E. Roll seeded area with roller not exceeding 112 lbs.
- F. Immediately following seeding, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- G. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- H. Following germination, immediately re-seed areas without germinated seeds that are larger than 24 by 24 inches.

3.05 HYDROSEEDING

- A. Apply seeded slurry per seed providers recommendations.
- B. Do not hydroseed area in excess of that which can be mulched on same day.
- C. Immediately following seeding, apply mulch to a thickness of 1/8 inches. Maintain clear of shrubs and trees.
- D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- E. Following germination, immediately re-seed areas without germinated seeds that are larger than 24 by 24 inches.

3.06 PROTECTION

- A. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Provide 12 inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36 inch intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.07 Maintenance

- A. Provide maintenance at no extra cost to Owner; Owner will pay for water.
- B. Provide a separate maintenance contract for specified maintenance service.
- C. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition.
- D. Mow grass at regular intervals to maintain at a maximum height of 3 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- E. Neatly trim edges and hand clip where necessary.
- F. Immediately remove clippings after mowing and trimming.
- G. Water to prevent grass and soil from drying out.
- H. Roll surface to remove minor depressions or irregularities.
- I. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

- J. Immediately reseed areas that show bare spots.
- K. Protect seeded areas with warning signs during maintenance period.

END OF SECTION

SODDING**PART 1 GENERAL****1.01 Section Includes**

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Maintenance.

1.02 Related Requirements

- A. Section 31 2200 - Grading.
- B. Section 31 2323 - Fill.
- C. Section 32 9119 - Landscape Grading.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Topsoil:
 - 1. Basis of Measurement: By the cubic yard.
 - 2. Basis of Payment: Includes topsoil, placing topsoil.
- B. Sodded Areas:
 - 1. Basis of Measurement: By the square yard.
 - 2. Basis of Payment: Includes preparation of subsoil, preparation of topsoil, placing topsoil, sodding, watering and maintenance.

1.04 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.
- B. Grass: Bermuda, St. Augustine, Buffalo; other acceptable grasses suitable for the region and climate.

1.05 Reference Standards

- A. TPI (SPEC) - Guideline Specifications to Turfgrass Sodding; 2006.

1.06 Submittals

- A. Certificate: Certify grass species and location of sod source.
- B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

1.07 QUALITY ASSURANCE

- A. Sod Producer: Company specializing in sod production and harvesting, and certified by the State of Texas.
- B. Installer Qualifications: Company approved by the sod producer.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets or in rolls. Protect exposed roots from dehydration.

- B. Do not deliver more sod than can be laid within 48 hours.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Sod: TPI (SPEC), Certified Turfgrass Sod quality; cultivated grass sod; type indicated in plant schedule on Drawings; with strong fibrous root system, free of stones, burned or bare spots; containing no more than 5 weeds per 1000 sq ft. Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
 - 1. Thickness: "Thick" sod, minimum 1 inch and maximum 1-3/8 inch topsoil base.
 - 2. Machine cut sod and load on pallets in accordance with TPI (SPEC) Guidelines.
- B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 5.4 and maximum 7.0.
- C. Fertilizer: Recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, to the following proportions unless otherwise indicated:
 - 1. Nitrogen: 16 percent.
 - 2. Phosphoric Acid: 8 percent.
 - 3. Soluble Potash: 8 percent.
- D. Water: Clean, fresh and free of substances or matter that could inhibit vigorous growth of grass.

2.02 ACCESSORIES

- A. Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.
- B. Wire Mesh: Interwoven hexagonal plastic mesh of 2 inch size.
- C. Edging: Galvanized steel, painted steel.
- D. Herbicide.

2.03 SOURCE QUALITY CONTROL

- A. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- B. Submit minimum 10 oz sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.
- C. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that prepared soil base is ready to receive the work of this section.

3.02 PREPARATION

- A. Prepare subgrade in accordance with Section 31 2200.
- B. Place topsoil in accordance with Section 32 9119.
- C. Install edging at periphery of seeded areas in straight lines to consistent depth.

3.03 FERTILIZING

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod.
- D. Mix thoroughly into upper 2 inches of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

3.04 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately after delivery to site to prevent deterioration.
- C. Lay sod smooth and tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Where new sod adjoins existing grass areas, align top surfaces.
- E. Where sod is placed adjacent to hard surfaces, such as curbs, pavements, etc., place top elevation of sod 1/2 inch below top of hard surface.
- F. On slopes 4 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.
- G. Prior to placing sod, on slopes exceeding 4 inches per foot or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.
- H. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- I. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

3.05 Maintenance

- A. Provide maintenance at no extra cost to Owner; Owner will pay for water.
- B. Provide a separate maintenance contract for specified maintenance service.
- C. Provide maintenance of sodded areas for one month from Date of Substantial Completion.
- D. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition.
- E. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- F. Neatly trim edges and hand clip where necessary.
- G. Immediately remove clippings after mowing and trimming.
- H. Water to prevent grass and soil from drying out.
- I. Roll surface to remove irregularities.
- J. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- K. Immediately replace sod to areas that show deterioration or bare spots.
- L. Protect sodded areas with warning signs during maintenance period.

END OF SECTION

DISINFECTION OF WATER UTILITY PIPING SYSTEMS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Disinfection of site domestic water lines and site fire water lines specified in Section 33 1416.
- B. Testing and reporting results.

1.02 RELATED REQUIREMENTS

- A. Section 33 1416 - Site Water Utility Distribution Piping.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Disinfection: By the linear foot. Includes preparing, disinfecting, testing, and reporting.

1.04 REFERENCE STANDARDS

- A. AWWA B300 - Hypochlorites; 2011.
- B. AWWA C651 - Disinfecting Water Mains; 2005.

1.05 SUBMITTALS

- A. Test Reports: Indicate results comparative to specified requirements.
- B. Certificate: From authority having jurisdiction indicating approval of water system.
- C. Disinfection report:
 - 1. Type and form of disinfectant used.
 - 2. Date and time of disinfectant injection start and time of completion.
 - 3. Test locations.
 - 4. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm for each outlet tested.
 - 5. Date and time of flushing start and completion.
 - 6. Disinfectant residual after flushing in ppm for each outlet tested.
- D. Bacteriological report:
 - 1. Date issued, project name, and testing laboratory name, address, and telephone number.
 - 2. Time and date of water sample collection.
 - 3. Name of person collecting samples.
 - 4. Test locations.
 - 5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
 - 6. Coliform bacteria test results for each outlet tested.
 - 7. Certification that water complies, or fails to comply, with bacterial standards of Texas Department of Health Resources.

1.06 QUALITY ASSURANCE

- A. Testing Firm: Company specializing in testing potable water systems, approved by governing authorities of the State in which the Project is located.
- B. Submit bacteriologist's signature and authority associated with testing.

PART 2 PRODUCTS**2.01 DISINFECTION CHEMICALS**

- A. Chemicals: AWWA B300, Hypochlorite.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping system has been cleaned, inspected, and pressure tested.
- B. Schedule disinfecting activity to coordinate with start-up, testing, adjusting and balancing, demonstration procedures, including related systems.

3.02 DISINFECTION

- A. Use method prescribed by the applicable state or local codes, or health authority or water service purveyor having jurisdiction, or in the absence of any of these follow AWWA C651.
- B. Provide and attach equipment required to perform the work.
- C. Inject treatment disinfectant into piping system.
- D. Maintain disinfectant in system for 24 hours.
- E. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
- F. Replace permanent system devices removed for disinfection.
- G. Pressure test system to 200 psi. Repair leaks and re-test.

3.03 FIELD QUALITY CONTROL

- A. Test samples in accordance with AWWA C651.

END OF SECTION

JACKING, BORING OR TUNNELING PIPE**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Furnishing and installation of pipe by the methods of jacking, boring, or tunneling.

1.02 RELATED REQUIREMENTS

- A. Section 31 2316 - Excavation.
- B. Section 31 2316.14 - Trench Excavation Protection.
- C. Section 33 1116 - Site Water Utility Distribution Piping.
- D. Section 33 3111 - Site Sanitary Sewer Utility Piping.
- E. Section 33 4111 - Site Storm Utility Drainage Piping.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Jacking, Boring, or Tunneling:
 - 1. Basis of Measurement: By the linear foot.
 - 2. Basis of Payment: Includes excavation; casing, liner plate, jacking pipe with accessories; and grout.

1.04 REFERENCES

- A. Texas Department of Transportation (TxDOT) 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.
- B. Specification and standards of local authority having jurisdiction.

1.05 SUBMITTALS

- A. Product Data: Provide casing, liner plate, jacking pipe plus accessories data.
- B. Shop Drawings: Indicate plan layout, spacing of components, grouting procedures, and schedule of components.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All products covered under this Section shall be produced by a single manufacturer unless otherwise specified.
- B. Testing: The Contractor shall coordinate all testing required by this Section with the Engineer prior to commencement.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products in exact accordance with manufacturer's latest published requirements and specifications.

PART 2 PRODUCT**2.01 MATERIALS**

- A. Pipe:
 - 1. Types and sizes shown on the plans and shall conform to these specifications.
 - 2. All shipments of pipe shall be accompanied by a certificate of compliance to these specifications prepared by an independent testing laboratory and signed by a registered professional engineer.
- B. Liner Plate: As shown on the project plans.
- C. Grout:

1. Sand cement slurry containing a minimum of seven (7) sacks of Portland Cement per cubic yard of slurry.
2. All slurry shall be plant batched and transit mixed.

PART 3 EXECUTION**3.01 JACKING**

- A. Jacking Pits
 1. Suitable pits or trenches shall be excavated for the purpose of jacking operations for placing end joints of the pipe.
 2. When trenches are cut in the side of embankment such work shall be securely sheeted and braced.
 3. Backfilled immediately upon completion of jacking operations.
- B. Jacking Operations
 1. Jacking operations shall in no way interfere with the operation of railroads, streets, highways or other facilities.
 2. Barricades and lights shall be furnished as directed by the Engineer to safeguard traffic and pedestrians.
- C. The pipe to be jacked shall be set on guides to support the section of pipe being jacked and to direct it in the proper line and grade.
- D. Excavation
 1. Embankment material shall be excavated just ahead of the pipe and material removed through the pipe, and the pipe forced through the opening thus provided.
 2. The excavation for the underside of the pipe, for at least one-third (1/3) of the circumference of the pipe, shall conform to the contour and grade of the pipe.
 3. A clearance of not more than two inches (2") may be provided for the upper half of the pipe.
- E. The distance that the excavation shall extend beyond the end of the pipe shall depend on the character of the material, but it shall not exceed two feet (2') in any case.
- F. Generally, pipe shall be jacked from downstream end.
- G. Permissible lateral or vertical variation in the final position of the pipe from line and grade will be as shown on the plans or as determined by the Engineer.
- H. Any pipe damaged in jacking operations shall be removed and replaced at the Contractor's expense.

3.02 BORING

- A. Boring Pits: Excavation for pits and installation of shoring shall be as outlined under "Jacking Pits".
- B. Boring Operations:
 1. A pilot hole shall be used.
 2. The pilot hole shall be bored the entire length of the crossing and shall be used as a guide for the larger hole to be bored.
 3. Water or drilling fluids may be used to lubricate cuttings.
- C. Variation in line and grade shall apply as specified under "Jacking".

3.03 TUNNELING

- A. Tunneling may be used when the size of the proposed pipe or the use of a monolithic system would make the use of tunneling more satisfactory than "Jacking" or "Boring".
- B. The excavation for pits and the installation of shoring shall be as specified under "Jacking".
- C. The lining of the tunnel shall be of the material shown on the plans.
- D. Access holes for grouting shall be spaced a maximum of ten feet (10').

3.04 PIPE JOINTS

- A. Shall conform to local specification and standards having jurisdiction for work being performed, or as shown on the project plans or shop drawings.
- B. Steel Joints
 - 1. Shall be mill or fabricated steel pipe conforming to AWWA M-11.
 - 2. Shall be welded in accordance with procedures established by the AWS.

3.05 GROUTING OF BORES OR TUNNELS

- A. Space between pipe and liner, pipe and limits of excavation, and liner and limits of excavation shall be pressure grouted, unless otherwise specified on the plans.

3.06 CLEANING

- A. Properly dispose of all excess material, all debris, trash, containers, residue, remains and scraps which result from the work of this Section.

END OF SECTION

SITE CONCRETE ENCASEMENT, CRADLES, SADDLES AND COLLARS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. All work required to install and complete all concrete encasements, cradles, saddles and collars.

1.02 RELATED REQUIREMENTS

- A. Section 31 2316 - Excavation.
- B. Section 31 2316.13 - Trenching.
- C. Section 33 0561 - Concrete Manholes
- D. Section 33 3113 - Site Sanitary Sewerage Gravity Piping.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Encasement, Cradles, Saddles, and Collars: By the cubic yard. Includes formwork, concrete, placement accessories, consolidating and curing.

1.04 REFERENCES

- A. Texas Department of Transportation Standard Specification, Item 420 – Concrete for Structures.

1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's data on manufactured products showing compliance with specified requirements.
- B. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent construction for concrete accessories.

1.06 QUALITY ASSURANCE

- A. The testing laboratory shall sample and test concrete in accordance with geotechnical report unless otherwise indicated.

PART 2 PRODUCTS**2.01 MATERIALS**

- A. Concrete: Shall conform to Class B in accordance with Item 420, "Concrete for Structures", TxDOT Standard Specifications.
- B. Reinforcement: If required, shall be Grade 60, deformed bars, new billet steel.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Concrete Encasement
 1. The trench shall be excavated and fine graded to a depth conforming with details and sections shown on the plans.
 2. The pipe shall be securely tied down to prevent flotation and supported by precast concrete blocks of the same strength as the concrete for encasement.
 3. Encasement shall then be placed to a depth and width conforming with details and sections shown on the plans.
- B. Concrete Cradles

1. The trench shall be prepared and the pipe supported in the same manner as described in this Section.
 2. Concrete cradles shall be constructed in accordance with details and sections shown on the plans.
- C. Concrete Saddles
1. Pipe to receive concrete saddle shall be backfilled in accordance with Section 31 2316.13 – Trenching to the spring line.
 2. Concrete placed to a depth and width conforming with details and sections shown on the plans.
- D. Concrete Collars
1. Concrete collars shall be constructed in accordance with details and sections shown on the plans.

3.02 CLEANING

- A. Properly dispose of all debris, trash containers, residue, remnants and scraps which result from the work of this Section.

END OF SECTION

SITE CASTINGS**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Castings shall include labor, materials, equipment and incidentals to construct manhole frames and covers, catch basin inlet frames and grates, trench drain frames and grates, and area drains.
- B. Castings include metal items which are not a part of the miscellaneous metal fabrications or metal systems in other sections of these specifications.

1.02 RELATED SECTIONS

- A. Section 33 0561 - Concrete Manholes

1.03 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit Shop Drawings to the Engineer for the fabrication and erection of all casting assemblies. Include plans, elevations, and details of sections and connections. Show anchorage and accessory items.
 - 2. Include setting drawings for location and installation of castings and anchorage devices.
 - 3. Copies of manufacturer's specifications, load tables, dimension diagrams, anchor details and installation instructions.

1.04 QUALITY ASSURANCE

- A. Shop Assembly
 - 1. Preassemble items in the shop to the greatest extent possible, so to minimize field splicing and assembly of units at the site. Disassemble units only to the extent necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

PART 2 PRODUCTS**2.01 MANHOLE FRAMES AND COVERS**

- A. Drainage Manholes
 - 1. Material:
 - a. Cast iron conforming to ASTM A 48, Class 30A.
 - 2. Size:
 - a. As shown on the Drawings.
 - 3. Construction:
 - a. Heavy duty suitable for H-20 loading, with bearing surfaces between frames and covers machined, fitted together, and match marked to prevent rocking.
 - 4. Product and Manufacturer:
 - a. Drainage manhole frames and covers shall be as manufactured by:
 - 1) As shown on plans for type "C" inlet.
 - 2) Alamo Ironworks No. 860-72, or equal, for Junction Box.
- B. Sanitary Sewer Manholes
 - 1. Material:
 - a. Cast iron conforming to ASTM A 48, Class 30.
 - 2. Size:
 - a. As shown on the Drawings.

3. Construction:
 - a. Heavy duty suitable for H-20 loading, with bearing surfaces between frames and covers machined, fitted together, and match marked to prevent rocking.
4. Product and Manufacturer:
 - a. Manhole frames and covers shall be as shown on the Plans, or as manufactured by an approved vendor authorized by the local jurisdictional authority.

2.02 CATCH BASIN INLET FRAMES AND GRATES

- A. Catch Basin Inlets
 1. Material:
 - a. Ductile iron conforming to ASTM A 536.
 2. Size:
 - a. As shown on the Drawings.
 3. Construction:
 - a. Heavy duty suitable for H-20 loading, with machine bearing surfaces.

2.03 TRENCH DRAIN FRAMES AND GRATES

- A. Trench Drain Frames and Grates
 1. Material:
 - a. Ductile iron conforming to ASTM A536.
 2. Size:
 - a. As shown on the Drawings.
 3. Construction:
 - a. Heavy duty suitable for H-20 loading, with machine bearing surfaces.
- B. Trench Drain: As shown on the Plans, or as manufactured by an approved vendor authorized by the local jurisdictional authority.

2.04 AREA DRAINS

- A. Area Drains
 1. Material:
 - a. Ductile iron conforming to ASTM A536.
 2. Size:
 - a. As shown on the Drawings.
 3. Construction:
 - a. Heavy duty suitable for H-20 loading, with machine bearing surfaces.

2.05 DESIGN AND FABRICATION

- A. Design all frames, covers, and grates to prevent rocking and rattling under traffic.
- B. Fabricate castings true to pattern so that component parts fit together.

2.06 FINISH

- A. Shall be in accordance with manufacturer's recommendation, unless shown or specified otherwise.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. Follow manufacturer's printed instructions and Shop Drawings.

- B. Set castings accurately to required locations, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Brace temporarily or anchor temporarily in formwork.
- C. Area and planting drains shall be installed in accordance with the manufacturer's recommendations.

END OF SECTION

SITE WATER UTILITY DISTRIBUTION PIPING**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Water pipe for site conveyance lines.
- B. Pipe valves.
- C. Fire hydrants.
- D. Valves, Fire Hydrants, Backflow Preventer, and Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 31 2316 - Excavation.
- B. Section 31 2316.13 - Trenching.
- C. Section 31 2323 - Fill.
- D. Section 33 0110.58 - Disinfection of Water Utility Piping Systems: Disinfection of site service utility water piping.

1.03 PRICE AND PAYMENT PROCEDURES

- A. Pipe and Fittings: By the linear foot. Includes excavation, pipe and fittings, bedding, thrust blocks, restraint joints, connection to building service piping, and to municipal utility water source.
- B. Valves: By the unit. Includes valve, fittings and accessories.
- C. Hydrant: By the unit. Includes excavation, gravel sump, hydrant, valve, connection, and accessories.
- D. Fittings: By the ton. Includes installation and accessories.

1.04 REFERENCE STANDARDS

- A. Standards and specifications of local authority having jurisdiction over private potable water systems.
- B. Standards and specifications of local authority having jurisdiction over public potable water systems.
- C. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.
- D. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.
- E. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2014.
- F. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2015.
- G. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40; 2013.
- H. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings; 1996 (Reapproved 2010).
- I. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals; 1998 (Reapproved 2011).
- J. AWS A5.8M/A5.8 - Specification for Filler Metals for Brazing and Braze Welding; 2011-AMD 1.
- K. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems; 2010.

- L. AWWA C111/A21.11 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings; 2012.
- M. AWWA C502 - Dry-Barrel Fire Hydrants; 2014.
- N. AWWA C504 - Rubber-Seated Butterfly Valves 3 In. (75 mm) Through 72 In. (1,800 mm); 2010.
- O. AWWA C508 - Swing-Check Valves for Waterworks Service, 2 In. (50 mm) Through 24 In. (600 mm) NPS; 2011.
- P. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service; 2009.
- Q. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances; 2010.
- R. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In. (100 mm Through 300 mm), for Water Transmission and Distribution; 2007.
- S. UL 246 - Hydrants for Fire-Protection Service; Current Edition, Including All Revisions.

1.05 SUBMITTALS

- A. Product Data: Provide data on pipe materials, pipe fittings, valves and accessories.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Project Record Documents: Record actual locations of piping mains, valves, connections, thrust restraints, and invert elevations and provide to the Engineer. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
- D. Provide Owner with two valve keys for each type of valve.

1.06 QUALITY ASSURANCE

- A. Perform Work in accordance with water service purveyor requirements.
- B. Perform Work in accordance with requirements of local authority having jurisdiction of private water systems.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store valves in shipping containers with labeling in place.

1.08 REGULATORY REQUIREMENTS

- A. Conform to applicable code for materials and installation of the Work of this section.

PART 2 PRODUCTS**2.01 WATER PIPE**

- A. Ductile Iron Pipe: AWWA C151/A21.51:
 - 1. Fittings: Ductile iron, standard thickness.
 - 2. Joints: AWWA C111/A21.11, Styrene butadiene rubber (SBR) or vulcanized SBR gasket with rods.
 - 3. Jackets: AWWA C105/A21.5 polyethylene jacket.
- B. Copper Tubing: ASTM B88, Type K, Annealed:
 - 1. Fittings: ASME B16.18, cast copper, or ASME B16.22, wrought copper.
 - 2. Joints: Compression connection or AWS A5.8M/A5.8, BCuP silver braze.
- C. PVC Pipe: ASTM D1785, Schedule 40.
 - 1. Fittings: ASTM D2466, PVC.
 - 2. Joints: ASTM D2855, solvent weld.
- D. PVC Pipe greater than 4 inches in diameter: AWWA C900 Class 150:
 - 1. Fittings: AWWA C110, gray iron and ductile iron.

- 2. Joints: ASTM D3139 compression gasket ring.
- E. Trace Wire: Magnetic detectable conductor, brightly colored plastic covering, imprinted with "Water Service" (14-gauge insulated) in large letters.

2.02 VALVES

- A. Valves: Manufacturer's name and pressure rating marked on valve body.
- B. All mechanical joint valves shall be supplied with glands, bolts, and gaskets. Bolts for mechanical joints shall be high strength low alloy steel meeting requirements of the latest revision of AWWA Standard C111.
- C. All valves shall open right (clockwise) unless otherwise specified.
- D. Valve ends shall be either flanged, mechanical joint, hub-end, push-on joint ("Ring-Tite"), or any combination thereof.
- E. Valves shall have a minimum 10 YEAR LIMITED WARRANTY from the manufacturer on material and workmanship.
- F. Gate Valves Up To 3 Inches:
 - 1. Brass or Bronze body, non-rising stem, inside screw, single wedge or disc, compression ends, with control rod, post indicator, valve key, and extension box.
- G. Gate Valves 3 Inches and Over:
 - 1. AWWA C509, iron body, bronze trim, non-rising stem with square nut, single wedge, resilient seat, flanged ends, control rod, post indicator, valve key, and extension box.
 - 2. Coatings: All coatings in contact with potable water shall be approved for potable water immersion service per ANSI/NSF Standard 61.
- H. Butterfly Valves From 24 Inches to 48 Inches:
 - 1. AWWA C504, iron body, bronze disc, resilient replaceable seat, water or lug ends, ten position lever handle.

2.03 VALVE BOXES

- A. Each valve box assembly shall be of cast-iron and shall consist of a base, top section, and lid as required by local authority.
- B. All valve boxes shall be of a single size with a nominal diameter of 6 inches.
- C. The valve box lid shall be so designed so that it will remain firmly seated in place when subjected to vehicular traffic.
- D. The valve box assembly shall be coated with a bituminous coating of either coal tar or asphalt base applied to all inside and outside surfaces.

2.04 HYDRANTS

- A. Hydrants: AWWA C502, UL 246, dry barrel type or as required by water service purveyor or local authority having jurisdiction of private water systems.
 - 1. Inside dimension: 7 inches minimum, with minimum 5 inches diameter valve seat opening.
 - 2. 6 inch bell or mechanical joint inlet connection with accessories, gland bolts, and gaskets.
 - 3. Open: Right
- B. Hydrant Extensions: Fabricate in multiples of 6 inches with rod and coupling to increase barrel length.

- C. Hose and Streamer Connection: Match sizes with water service purveyor, two hose nozzles with a 2-1/2 inch nominal inside diameter, one pumper nozzle with a 4 inch nominal inside diameter. Nozzle threads to conform with ASA B-26 National Standard Fire Hose Coupling Screw Thread.
- D. Hydrants shall have at least one untapped drain opening. When the main valve is in fully opened position leakage through the drain opening shall be cause for rejection.
- E. All gaskets shall be of rubber composition, copper asbestos, lead or impregnated fiber composition.
- F. All fire hydrants having mechanical joint inlets shall be supplied with glands, bolts, and gaskets. Bolts shall be high strength low alloy steel meeting requirements of AWWA Specification C111.
- G. Hydrant shall have non-rising stems.
- H. Hydrants shall be equipped with a breakable coupling on the barrel section and the stem. These couplings shall be at least two inches above the finished grade line. The breakable coupling shall be so designed that in case of traffic collision, the barrel safety flange and stem safety collar will break before any other part of the hydrant. The coupling shall be designed to afford the hydrant to rotate 360°.
- I. Valve stems shall have a diameter of 1-1/4 inch for hydrants up to and including a 5'-0" bury. Hydrants with a bury of greater than 5'-0" shall have a stem diameter of not less than 1-3/8 inch.
- J. Hydrant shall have a limited warranty from the manufacturer against defects in materials or workmanship for a period of ten (10) years from date of manufacture. Original Manufacturer repair and replacement parts must be used to maintain valid warranty.
- K. Finish: Primer and two coats of enamel in color required by utility company.

2.05 BEDDING AND COVER MATERIALS

- A. Bedding: As specified in Section 31 2316.13.
- B. Cover: As specified in Section 31 2316.13.

2.06 REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER

- A. Two check valve assemblies, relief valve assembly, two shutoff valves, and four test codes.
- B. Check Valve and Relief Valve Assemblies: Single cast body with replaceable seats, capable of being serviced independent of each other.
- C. Relief Valve Assembly: Between check valves, supply pressure via a sensing package integral to main body.
- D. Shutoff Valves: Each end of assembly, resilient seated.
- E. Four Test Codes: Supply side of supply shutoff valve, relief valve cover (sensing supply pressure), after first check valve (sensing zone pressure), and after second check valve (sensing demand pressure).
- F. Meet requirements of USC-FCCHR, ASSE 1013, AWWA, UL (2-1/2"-10" models), and FM (2-1/2"-10" models).
- G. Product: Must comply with water service purveyor specifications.

2.07 ACCESSORIES

- A. Concrete for Thrust Restraints: Concrete type specified in Section 03 3000.
- B. Permanent and Temporary Blowoff Assemblies: As shown on plans.
 - 1. Permanent Blowoff Assembly: 2-inch galvanized iron pipe, ball valve, fittings, 6-inch valve box assembly, and concrete collar around valve box where subjected to vehicular traffic.
 - 2. Temporary Blowoff Assembly: 2-inch galvanized iron pipe, ball valve, and fittings.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Verify that building service connection and water service purveyor main size, location, and invert are as indicated.

3.02 PREPARATION

- A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.
- B. Remove scale and dirt on inside and outside before assembly.
- C. Prepare pipe connections to equipment with flanges or unions.

3.03 TRENCHING

- A. See Section 31 2316.13 for additional requirements.
- B. Form and place concrete for pipe thrust restraints at each change of pipe direction. Place concrete to permit full access to pipe and pipe accessories.
- C. Backfill around sides and to top of pipe with cover fill, tamp in place and compact, then complete backfilling.

3.04 INSTALLATION - PIPE

- A. Maintain separation of water main from sewer piping in accordance with Texas Commission on Environmental Quality (TCEQ) requirements. Minimum 9 ft separation when in parallel with sewer piping.
- B. Group piping in the same trench as other site piping work whenever practical.
- C. Establish elevations of buried piping to ensure not less than four (4) feet of cover.
- D. Install ductile iron piping and fittings to AWWA C600.
- E. Route pipe in straight line.
- F. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- G. Install access fittings to permit disinfection of water system performed under Section 33 0110.58.
- H. Slope water pipe and position drains at low points.
- I. Install trace wire taped to pipe, coordinate with Section 31 2316.13.

3.05 Installation - Valves, Hydrants, Backflow Preventers

- A. Set valves on solid bearing. Concrete pad required for valves 12 inches and larger.
- B. Center and plumb valve box over valve. Set box cover flush with finished grade.
- C. Set hydrants plumb; locate pumper nozzle perpendicular to and facing roadway, no less than 18 inches nor more than 7 feet from face of curb.

- D. Set hydrants to grade, with nozzles at least 20 inches above ground in accordance with Section 21 1100.
- E. Provide a drainage pit 36 inches square by 24 inches deep filled with 2 inches washed gravel. Encase elbow of hydrant in gravel to 6 inches above drain opening. Do not connect drain opening to sewer.
- F. Paint hydrants in accordance with water service purveyor standards and specifications or for private hydrants with standards and specifications of local authority.

3.06 SERVICE CONNECTIONS

- A. Provide water service to utility company requirements .

3.07 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Flush mains to remove all dust, debris, or foreign matter.
- C. Pressure test water piping to 200 pounds per square inch.
- D. Pressure test duration shall be a minimum of 4 hours.
- E. Leakage allowance shall be no greater than listing in table at end of this section.
- F. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

HYDROSTATIC TEST LEAKAGE ALLOWANCES (MAXIMUM) @ 200 PSI
ALLOWABLE LEAKAGE IN GALLONS PER HOUR (GPH)*

NOMINAL DIAMETER & TYPE PIPE	100 LF	200 LF	300 LF	400 LF	500 LF	600 LF	700 LF	800 LF	900 LF	1000 LF
6" DI**	0.13	0.25	0.38	0.51	0.64	0.6	0.89	1.02	1.14	1.27
8" DI**	0.17	0.34	0.51	0.68	0.85	1.02	1.19	1.36	1.53	1.7
12" DI**	0.26	0.51	0.77	1.02	1.28	1.53	1.79	2.04	2.3	2.55
16" DI**	0.34	0.68	1.02	1.36	1.7	2.04	2.38	2.72	3.06	3.4
20" DI**	0.43	0.85	1.28	1.7	2.13	2.55	2.98	3.4	3.83	4.25
20" CSC	0.08	0.16	0.24	0.32	0.4	0.47	0.55	0.63	0.71	0.79
24" DI**	0.51	1.02	1.53	2.04	2.55	3.06	3.57	4.08	3.59	5.1
24" CSC	0.1	0.19	0.29	0.38	0.48	0.57	0.67	0.76	0.86	0.95
30" DI**	0.64	1.27	1.91	2.55	3.19	3.82	4.46	5.1	5.73	6.37
30" CSC	0.12	0.24	0.35	0.47	0.59	0.71	0.83	0.94	1.06	1.18
36" DI**	0.76	1.53	2.29	3.06	3.82	4.58	5.35	6.11	6.88	7.64
36" CSC	0.14	0.28	0.43	0.57	0.71	0.85	0.99	1.14	1.28	1.42
42" DI**	0.89	1.78	2.68	3.57	4.46	5.35	6.24	7.14	8.03	8.92
42" CSC	0.17	0.33	0.5	0.66	0.83	1	1.16	1.33	1.49	1.66
48" DI**	1.02	2.04	3.06	4.08	5.1	6.11	7.13	8.15	9.17	10.1 9
48" CSC	0.19	0.38	0.7	0.76	0.95	1.13	1.32	1.51	1.7	1.89
54" CSC	0.21	0.42	0.63	0.84	1.05	1.26	1.47	1.68	1.89	2.1
60" CSC	0.23	0.46	0.69	0.92	1.15	1.38	1.61	1.84	2.07	2.3

*PVC pipe shall be tested to DI pressures. GPH for CSC pipe are manufacturer's maximum.

**DI pipe includes mechanical and push-on joints.

END OF SECTION